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# Part I - General Tariff Information

## Explanation of Abbreviations, Reference Marks and Symbols

(C) Denotes Change which results in neither increases or decreases

(I) Denotes Increase

(N) Denotes Addition

(R) Denotes Reduction

(X) Denotes Cancellation

CTA Canadian Transportation Agency

DOT United States Department of Transportation

IATA International Air Transport Association

ICAO International Civil Aviation Organization

N/A Not Applicable

No Number

## 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 Guest and the Carrier for the provision of a Flight to the Guest 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;

“Attendant” means, a person who travels with a Guest with a disability, is 18 years of age or over, is an able-bodied person and does not personally require any assistance from the Carrier or others, and is fully capable of providing for the needs of the Guest with a disability that is not provided by the Carrier;

“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 Guest.

“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 Guest as a receipt for the Guest’s Checked Baggage and the remaining part is attached by the Carrier onto a particular piece of the Guest’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.

“Boarding Area” means the point where the Guest’s Flight coupons are lifted and kept by the Carrier or the point where the Carrier examines the Guest’s Boarding Pass prior to the Guest 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 Guest and serves as a record that the Guest has Checked in for their Flight and, when it shows a seat assignment, it permits a Guest to board a particular Flight;

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

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

“Carrier’s Guest Liability” means the responsibility owed by the Carrier to a Guest or other person in respect of a Guest, 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 Guest must have completed check-in formalities and received a Boarding Pass.

“Child” is a Guest 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 Guest concurrently with another Ticket(s) which together constitute a single contract of carriage;

“CTA” means the Canadian Transportation Agency;

“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;

“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 Guest by virtue of the Guest’s Ticket;

“Early Show” means a Guest who requests to travel on an earlier Flight scheduled for departure on the same day of travel with the same Origin and Destination;

“Emotional Support Animal” is a dog which is used to provide support for an emotional disability and is required as an accommodation for a Flight;

“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 Guest 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 Guest;

“Fee”, “Charge” or “Surcharge” means the rate charged to a Guest, 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 Guests 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 Guest. It indicates the particular points between which the Guest has contracted for transportation;

“Group” means 10 or more Guests 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 Guest under the age of 18 for whose care and safety they are responsible;

“Guest” 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, often termed a “passenger”;

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

“Interline Agreement” refers to an agreement between two or more carriers to co-ordinate the transportation of Guests 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 Guest;

“Itinerary/Receipt” means a travel document or documents the Carrier or its agent issues to the Guest travelling on a Ticket. The Itinerary/Receipt contains the Guest’s name, Flight information and notices relevant for the journey. This document is to be retained by the Guest 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 Guest under the age of 18 years;

"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 Guest by virtue of the Guest's Ticket;

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

"Person/Guest with a disability" means a person who, in accordance with the classification system adopted by the World Health Organization and set out in the International Classification of Functioning and Disability (the ICF), has an impairment which gives rise to an activity limitation and/or participation restriction;

"Personal information" means information about an identifiable individual;

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

"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;

"Same-day" travel is defined as a Flight departing within 24 hours of booking;

"Selecting Carrier" means the carrier whose designator code is identified on the first Flight segment of the Guest'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 is required by a person with a disability for assistance and is certified, in writing, as having been trained by a professional service animal institution to assist a person with a disability and which is properly harnessed in accordance with standards established by a professional service dog institution;

"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 Guest 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 Guest 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 Guest 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 Guest’s Flight coupons. The Ticket serves as evidence of payment of a Fare, Tax, Charge, Fee, and Surcharge, and constitutes for the Guest proof of their contract of carriage. In instances where a Ticket exists as an electronic document, the Carrier issues to the Guest, 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 Guest 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 Guest 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 Guest that may be used toward future travel services or the provision of incidental services such as meals, ground transportation, and hotel accommodation;

“WestJet Link” means flights operated by Pacific Coastal Airlines.

## Rule 5: Application of Tariff

### (A) General

1. This Tariff shall apply to the carriage of Guests and their accompanying Baggage, and to all services incidental thereto, marketed (carrying a WestJet flight number) by WestJet and operated by WestJet, WestJet Encore Ltd. or WestJet Link.

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 Guests and their Baggage on all Flights operated by other carriers yet marketed and sold as the Carrier.
3. No Guest or good shall travel with the Carrier unless an appropriate written Air Transportation Contract is executed by the Guest and the Carrier.
4. The contents of this Tariff shall form part of any Air Transportation Contract between the Carrier and a Guest (including with respect to the Guest'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) Guest Recourse

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

In the case of dispute with the Carrier, Guests should, as the first recourse, try to resolve any problem by dealing directly with the Carrier. If the Guest has attempted to resolve a complaint

with the Carrier and is still not satisfied, the Guest may take the matter to either the Canadian Transportation Agency or the appropriate court, as the Guest prefers.

#### (D) Carrier Requirements and Recourse

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

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

#### (E) Air Transportation Contract

No Guest 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 Guest 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 Guest and the Carrier; but will not be valid for boarding or transportation purposes until the Guest 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 Policy, attached hereto as Schedule "A", into this Tariff.

## Part II

### 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 Guest 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 Guest's request. Should the Guest request a change to the Ticketed Reservations then the Guest 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 Guest, prior to 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 Guest or the use by a Guest of any services or facilities, will be in addition to the published Fares and charges and will be payable by the Guest.
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 Guest 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.

## 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. Guests that have purchased the Business Fare will be provided Business services. Services associated to the Business Fare are not available to Guests 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. Guests that have purchased the Premium Fare will be provided Premium services. Services associated to the Premium Fare are not available to Guests 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. Guests purchasing travel under an Econo fare will be provided Econo services.

(D) Basic

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

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

## 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 Guest 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 Guests 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 Guests on each Flight.

## Rule 40: Reservations

Note: In the case of Code-share, the rules applicable to a Guest's transportation, and that of their Baggage, are those of the carrier identified on the Guest'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 Guest compliance with the check-in time limits set out in paragraph (F) below, a Ticket will be issued to the Guest by the Carrier or agent of the Carrier indicating that the Guest is holding confirmed space for the Flight(s) shown on the Ticket.
3. Carriage of Minors
  - Infants - An Infant not occupying a seat and accompanied by a Guest at least 12 years of age (lap held infant) will not be charged a Fare, however they will be charged any per Guest third party charges and taxes like airport improvement fees. Proper documentation is required for travel and proof of age.
  - Accompanied - Children are accepted for transportation when accompanied on the same Flight by a Guest at least 12 years of age.

- Unaccompanied Minors - see Rule 65.

## 1. Group Bookings

- To qualify for a group Fare, 10 or more Guests must travel together on one Flight and be booked at the same time.
- The Carrier requires a \$75 deposit per Guest at the time of booking. This deposit is non-refundable and non-creditable in the event of a full cancellation; however the deposit is not applicable to final payment and once final payment is received the deposit will be refunded to Original form of payment.
- Payment in full is required for all group bookings 30 days before departure.
- Name changes made within 24 hours before departure shall be assessed a change fee of \$75 per name changed.
- The Carrier will complete a full refund to the Original form of payment if the Reservation is canceled within 24 hours of booking for bookings where the departure date is more than seven days in the future.
- For full group booking rules, contact the Carrier's groups department.

## 2. Guardian Fare

The Carrier has implemented a Guardian Fare program which allows a Guest to travel with a Child to a Destination and return to the Origin airport within 24 hours as an alternative to Children travelling alone (a "Guardian Fare" or all rules as the "Guardian Fare Program"). In order to book the Guardian Fare, the following conditions must be met:

- A Guardian must travel with a Child or Children between 2-11 years of age;
- The Guardian must be at least 18 years of age;
- The Guardian must be assigned at the time of booking and will be fully responsible for the transportation of the child(ren);
- The Fare for the child(ren) shall be the rate available at the time of booking;
- The Guardian will receive a fifty percent reduction off the Fare at the rate available at the time of booking;
- The Guardian Fare is only valid for one person travelling with the child(ren)
- The scheduled departure time for the return Flight of the Guardian must be within 24 hours of the Original Flight (based on the time of the Original departure city). If the next available Flight is not within this 24 hour time restriction, the Guardian Fare is not applicable.

- The scheduled departure time for the return Flight of the Guardian must be no less than 2 hours after the Original Flight arrives into the destination.
- Guardian Fare bookings can only be made and modified through the Contact Centre.
- The Guardian Fare is subject to all other rules associated with a Fare.

## (B) Seat Assignment

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

### 1. Advance seat selection

The Carrier offers Guests the option of paying a fee for a specific seat at the time of booking or up to 24 hours prior to 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. Guests 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.
- g. The fare purchased is not Basic Econo (Lowest)

### 2. 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 regular, preferred, exit row, Premium Fare and Business Fare seats.

- e. Seat selection fees are refundable to the Original form of payment up until 24 hours before the scheduled time of departure. 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. Applicable taxes are added to the advance seat selection fee.
- f. Guests booking Econo or EconoFlex Fares can only select a seat in Premium at the time of check in. Upgrading to the Premium Fare seat during this 24 hour period results in a forfeiture of any previously paid seat fee. Guests can purchase a Premium seat for \$20 - \$500 (depending on Flight length) if available. Premium seats with additional leg room are not available on Flights operated by WestJet Encore Ltd. and WestJet Link.
- g. Guests booking an Basic or Econo (Lowest) fare will be auto assigned at time of check in. Should a guest with an Econo (Lowest) Fare guest wish to change their seat, the guest will have the option to pay a fee to select their desired seat based on availability.

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

Seats in Premium are located 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. Premium seats on Boeing 767 aircraft are equipped with wider seats. 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.

### 3. 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 paid, at any time, for any reason, without notice to any Guests affected thereby.

#### 4. Seat assignment for Minors<sup>v</sup>

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

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

##### **EFFECTIVE DECEMBER 15**

- 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 prior to check in, the carrier will advise passengers prior to 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 Guest 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.

All Travel Bank Credit shall include all amounts paid by the Guest 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 Guest:
  - To comply with any government regulations; or,
  - Due to an Event of Force Majeure, or
  - When the Guest has failed to meet check-in requirements.
3. Guests 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 entities terms and conditions.
4. Guests cancelling a Reservation:
  - i. will be refunded to the original form of payment for Reservations made within 24 hours of booking.
  - ii. 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.
  - iii. for a Basicfare will not be eligible for a refund through Travel Bank or original form of payment for Reservations made after 24 hours of booking.
5. Early show

Subject to availability, Guests wishing to change to an earlier Flight to the same Origin and Destination on the same day of travel must make their request at the Origin airport on the same day of travel. The following change fees shall apply:

#### (D) Guest's Responsibility

The Guest 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 Guests 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 Guest's failure to comply with this provision. Any amounts paid for the Ticket, including Fare, Fee, Charge, Surcharge, and Tax paid by a Guest or Guests are forfeited in the event the Guest(s) fail(s) to show up for a Flight.

#### (E) Failure to Occupy Seat

If the Guest 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 Guest and

will not be liable for doing so other than to refund the Guest's Ticket in accordance with the applicable Fare rule.

## (F) Check-in Time Limits

### 1. Recommended check-in times

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

### 2. Check-In Cut-Off Times

	Online	Kiosk	Guest assistance
Available as early as	24 hours before your flight's scheduled departure	24 hours before your flight's scheduled departure	Three (3) hours before your flight's scheduled departure
Domestic cut-off time before scheduled departure	45 minutes	45 minutes	45 minutes

- a. Baggage will be accepted up to three (3) hours before departure. Checked Baggage is accepted until the Check-in Cut-Off Time for the Flight.
- b. Guests travelling with a pet should check in 30 minutes before the recommended check-in times.
- c. Guests travelling with oversized or overweight Baggage must check in 30 minutes before the Check-in Cut-Off Time listed above.
- d. Guests are required to be at the departure Boarding Area 40 minutes before the scheduled time of departure.
- e. The check-in counter may not be open until three hours before departure at some locations.

If the Guest 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 Guest and the Carrier may not be able to

transport the Guest's Baggage. The Carrier shall face no liability due to the Guest's failure to comply with this provision.

Note: In the case of Code-share, Guests 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 Guest must provide the Carrier with a point of contact (e-mail address and/or telephone numbers) in case the Carrier must communicate with the Guest prior to his/her departure or at any point during the Guest's itinerary. Subject to the requirements of the APPR, the Carrier shall make a reasonable effort to inform its Guests 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 Guest. 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 Guest'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. Guest's special status

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

#### 2. Stopovers

The Baggage rules determined by the Selected Carrier at the beginning of a Guest's itinerary will determine whether a Guest'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 Guest'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 Guest 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 Guest 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 Guest'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 Guest'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 Guest'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 Guest'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 Guest Baggage, if applicable, both Checked and Unchecked;
- b. The number of Checked and Unchecked Guest 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 Guests (e.g. frequent flyer status, early check in, pre-purchasing Baggage allowances with a particular credit card); and,
- h. Other rules governing treatment of Baggage at stopover points, including Guests 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 Guest'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 property of the Guest 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 Guest for the purpose of the trip, subject to the following:

##### 1. Checked Baggage

- a. Once the Carrier takes possession of the Guest'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 Guest 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 Guest 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 Guest on the status of the Baggage and arrange to deliver the Baggage to the Guest as soon as possible unless applicable laws require the presence of the Guest for customs clearance.
- c. For lap-held Infants, the Carrier permits up to two (2) pieces of Infant equipment (for example, an approved Infant restraint system, playpen, or stroller). For children or an Infant in a confirmed seat, the Carrier will permit the free Checked Baggage of one (1) piece of child/Infant equipment (for example, an approved child restraint system, playpen or stroller).
- d. The carriage of all goods are subject to the space and weight limitations of the aircraft and the Carrier's per Guest Unchecked policy and Checked Baggage policy under the provisions of the Carrier's Operations and Procedures Manual.

The Carrier accepts (based on available space):

- i. 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 Guests (excluding Infants) travelling with WestJet Encore Ltd. or WestJet Link which has a limit of three (3) total Checked Baggage.
- ii. Checked Baggage may weigh up to 23 kg (50 lbs) with combined length + width + height dimensions of 157 cm (62”).
- iii. 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.
- iv. 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.
- v. Combined excesses: An item of Baggage that exceeds the Baggage allowance, is oversize or overweight will be subject to all applicable combinations of fees.

Guests are required to pay Baggage fees as outlined below for each Fare Type:

Please note, we do not accept Checked Baggage fees via our Contact Centre. You will be able to add Baggage on applicable Flights through check-in online or at an airport kiosk.

## 2. Sporting equipment

The Carrier shall collect additional fees for Checked sporting equipment. In all cases, the Baggage must contain the equipment noted.

Sporting Equipment exemptions	Oversize	Overweight
Fishing Rods	Exempt	\$50
Golf clubs	Exempt	\$50

Skis/snowboard	Exempt	\$50
Hockey equipment	Exempt	Exempt
Football equipment	Exempt	Exempt
Ringette	Exempt	Exempt
Lacrosse	Exempt	Exempt

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

It is the Guest'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. Each Guest may have one (1) piece of Unchecked Baggage (carry on item) and one (1) personal item.
- c. In all cases, the items may not exceed the applicable measurements outlined below:
- d. Unchecked Baggage: Maximum size of 53 cm x 23 cm x 38 cm (21 in. x 9 in. x 15 in.)
- e. Personal item: Maximum size of 41 cm x 15 cm x 33 cm (16 in. x 6 in. x 13 in.)
- f. Kennel: Maximum size of 41 cm x 21.5 cm x 25 cm (16 in. x 8.5 in. x 10 in.)

- g. In the interest of Guest safety within the cabin, the Carrier, in its sole discretion, may check any Unchecked (Unchecked) Baggage for any or no reason.
- h. All Unchecked Baggage must be stored in an overhead bin or placed completely under the seat directly in front of the Guest.
- i. Guests 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 Guest 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 Guest's interline itinerary may apply these restrictions to the Guest'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 guest's carry-on baggage allowance provided that:

- it meets the Carrier's current carry-on size requirements outlined in sub-section 3 above; and
- 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 guest'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, guests 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 Guest 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 Guest 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 Guest in question before delivering the Baggage to the Guest.
3. Acceptance of the Baggage without complaint, within the time limits stipulated, by the Guest 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 Value Declaration Charge

The Guest may declare a value in excess of the applicable liability limits for the Checked Baggage and pay any excess value charges to the Carrier prior to departure at the point of check-in at the rate \$10 of excess valuation to a maximum of \$3,000 of excess valuation.

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

(See Rule 70(E) and 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 Guest 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 Guests, 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 Guest 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 Guest to permit a search to be conducted of his/her person and Baggage. The Carrier may search Baggage in the Guest's absence. The purpose of any search is to ensure aircraft and Guest safety, security and to determine whether the Guest 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 Guest refuses to comply with the request for search, the Carrier may refuse to carry the Guest and/or his/her Baggage.

## 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 Guest 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 Guest 12 years of age or older.
2. Only one Infant may be held in the lap of an accompanying Guest.
3. No single Guest shall be responsible for more than one Infant whether the Infant is held on the lap of an accompanying Guest 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

Age	Accepted	Conditions
9 days to 23 months (Infant)	Yes	<p>Only one Infant is permitted per adult Guest (16 years of age or older, the Infant's parent). The Infant may travel free of charge when the Infant is held on an accompanying Guest's lap.</p> <p>An Infant for whom a seat is purchased must be properly secured in an approved child restraint device and will be assessed the applicable Fare.</p>
2 to 11 years old (child)	Yes	<p>Children under 5 years of age must be accompanied by their parent or a Guest who is at least 16 years of age. All other Children must be either supervised by a Guest of 12 years or older or use the Carrier's Unaccompanied Minor services. (See Rules for Unaccompanied Minors)</p> <p>The use of an approved child restraint device is optional for Children aged two and up.</p>
12 years and older	Yes	<p>These Guests are eligible to travel unaccompanied and unsupervised. Furthermore, they may accompany Children over the age of 5.</p>

Note: In the case of Code-share, Guests 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, Guests 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:
  - Documents establishing legal custody;
  - Parental consent letter authorizing travel;
  - Death certificate if one parent is deceased;
  - 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 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 prior to departure. The Carrier will make reasonable efforts to accommodate requests not made within this time limit.
2. The Minor must be brought to the airport of departure by a Guardian who remains with the Minor until the Carrier starts providing supervision. The Guardian 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 Guest.

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, Guests 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 Guest or to other persons (including, in the case of a pregnant Guest, 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, Guest'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 Guests is in question.

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

#### (D) Advance Notice

Where a Guest requests a service set out in this rule at least 48 hours prior to departure, the Carrier will provide the service. Such requests should be made by the Guest 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 Guest shall advise the Carrier of the nature of his/her disability and the nature of the assistance required. Guests requesting travel under the Carrier's One Person One Fare program or Medical Seating Program must submit their application 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 Guest an appropriate seat assignment.

Guests with a disability will not be permitted to occupy seats in designated emergency exit rows, bulkhead aisle seat, or otherwise in accordance with applicable safety-related rules and regulations.

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

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

For services provided by WestJet Link, there is a ban on cats carried as pets in the aircraft cabin on which a person with a disability as a result of their allergy to cats is travelling. Thus if, at the time of reservation by a person with a disability as a result of their allergy to cats who requires accommodation, there are no confirmed passengers travelling with cats, any subsequent requests to carry a cat in the cabin would be denied. Conversely, following a reservation by a person travelling with a cat, persons with a disability as a result of their allergy to cats could not be accommodated on that flight. Assistance with alternate arrangements will be offered as applicable. Please also see Rule 75 Acceptance of Animals (Service Dogs and Pets).

## (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. wheelchairs and scooters with non-spillable dry cell batteries, including lead acid, with terminals disconnected and taped;
2. the Guest 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;
3. scooters shall be required to be Checked in and the Guest 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;
4. other mobility aids: the Carrier will accept walkers, canes, crutches, prostheses, communication devices and other medical devices at no extra charge and in addition to the Baggage allowance. Walkers, crutches and canes may be retained by the Guest 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.
5.
  - 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 Guest 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 Guest, or reimburse the Guest for the replacement cost of the aid.
6. 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 prior to departure and will make reasonable efforts to accommodate requests not made within this time limit. Services to be provided upon request will include:



- a. assisting with registration at the check-in counter;
  - b. assisting in proceeding to the Boarding Area;
  - c. assisting in boarding and disembarking;
  - d. assisting in stowing and retrieving 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 Guest seat;
  - i. providing limited assistance with meals and inquiring periodically during a Flight about a person's needs; and
  - j. briefing individual Guests with a disability and their escorts on emergency procedures and the layout of the cabin.
7. a) The Carrier will permit the Guest 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 Guest 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. Guests travelling on WestJet Encore Ltd. or WestJet Link will have their wheelchairs stored in the aircraft's cargo hold and made available after the Flight.

8. In addition to the Baggage allowance, the Carrier will accept for transportation without charge, to a maximum of two Guests 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 Guest is required to provide a doctor's certificate or note stating they are

acceptable for travel. Guests should also verify with their physician or oxygen supplier that their oxygen supply will last for the duration of the Flight.

#### (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 Guest seat.

#### (H) Service Dogs

The Carrier will accept for transportation, without charge, a service dog required to assist a Guest with a disability provided that the dog is properly harnessed and certified in writing as having been trained by a professional service animal institution. The Carrier will assign a seat(s) at no additional fare if requested outside of 48 hours from scheduled departure time, to the Guest which provides sufficient space for the Guest and the service dog and the Carrier will permit the service dog to accompany the Guest on board the aircraft and to remain on the floor at the Guest's seat. Where there is insufficient floor space in the seat row of the Guest's seat, the Carrier will permit the service dog to remain on the floor in an area where the Guest 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 prior to departure, and will make reasonable efforts to accommodate requests not made within this time limit. Services to be provided upon request will include:

- 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 Guest seat;
- i. Inquiring periodically during a Flight about a person's needs; and
- j. Briefing individual Guests 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 Guest with a disability as a condition of providing transportation if the Guest 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 Guest 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 Guest, because of a mental or cognitive disability, is unable to comprehend or respond to safety related instructions;
  - ii. When the Guest has impairments which affect both his/her hearing and vision with such severity that the Guest 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 Guest 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 Guest requires extra seating to accommodate the Guest'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 Guests 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 Guests 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 Guests 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, Guests are advised that the acceptance of animals rules applicable to their transportation are those of the carrier identified on your 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 Guest 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 Guest'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. or WestJet Link 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 Guest, 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 Guests with a disability or search and rescue 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 Guests with a disability or search and rescue dogs accompanied by handlers. Service dogs will be carried free of charge (see (D) below).

1. The Guest assumes full responsibility for the animal. Before the animal is accepted for carriage, the Guest 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 Guest 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 Guest 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 will be posted on the Carrier's Web site or may be ascertained by contacting the Carrier.
3. The maximum allowable weight of a kennel (including the animal) is 160 lbs. (72.5 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 \$75 one-way.

Note: This provision does not apply to service dogs accompanying Guests with a disability or search and rescue dogs accompanied by handlers.

#### (C) Animals in Cabin

1. Only one cat, dog, bird, or rabbit per Guest 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 or emotional support animals).
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 Guest.
6. The in-cabin animal and container/kennel is carried in lieu of Unchecked Baggage (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 Guest with an in-cabin animal to change seats after boarding to accommodate other Guests with allergies.
10. Charges: The charge for transportation of an animal (except for Service Animals) and container/kennel in the Guest cabin is \$75 one way.

Note: This provision does not apply to service dogs accompanying Guests with a disability or search and rescue dogs accompanied by handlers.

#### (D) Service Dogs

1. The Carrier will accept for transportation, without charge, a service dog required to assist a person with a disability on Flights wholly operated by the Carrier, provided that the dog is properly harnessed and certified as having been trained by a professional service dog institution. The dog may not occupy a seat in the aircraft; however the Carrier will ensure there is sufficient space for the dog. For the comfort of all Guests, the Carrier staff will determine, in consultation with the person with a disability, where the person and service dog will be placed. The Carrier recommends a person travelling with a service dog book a of minimum 48 hours prior to departure, however, the Carrier will do all possible to accommodate bookings inside of 48 hours from departure.
2. A maximum of 2 service dogs or 2 emotional support animals will be permitted per guest. Requests for more than 2 service dogs or more



than 2 emotional support animals will be considered on a case by case basis.

#### (E) Emotional Support Animals

1. The Carrier will accept for transportation, without charge, an emotional support dog required to assist a person with a mental or emotional disability on Flights wholly operated by the Carrier. Other species of emotional support animals will be considered on a case by case basis. For travel with an emotional support animal, the Guest is required to fax a signed letter from their licensed mental health professional (for example, a psychiatrist, psychologist, licensed clinical social worker) to the office of the Carrier. This letter must be on the attending mental health professional's letterhead, and must state:
  - a. The Guest has a mental or emotional disability recognized in the Diagnostic and Statistical Manual of Mental Disorders--Fourth Edition (DSM IV);
  - b. The Guest requires the emotional support animal as an accommodation for air travel and/or for an activity at their intended Destination; and
  - c. The type of license held by the mental health professional, the date the license was issued, and the jurisdiction in which the license was issued. The emotional support animal must remain on the floor at the person's seat unless, with supporting documentation, the animal is required to be lap held to mitigate a disability in which case the animal cannot be larger than an average two-year-old child.
  - d. The animal must remain under the control of the guest.

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

#### (A) General

1. The Guest 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 Guest.
2. The Guest 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 Guest in good faith about proper travel documentation.
4. The Carrier will not be liable to the Guest for any consequences resulting from the failure of the Guest to obtain the necessary travel documents or from the failure to comply with the laws, regulations, orders and/or demands of countries to be flown from, into or through.

#### (B) Travel Documents

1. Prior to travel, the Guest 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 Guest.
3. As described in Rule 105, Refusal to Transport, the Carrier reserves the right to refuse transportation to any Guest 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 Guest 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 Guest 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 Guest found inadmissible either en route or at Destination will not be provided a refund by the Carrier.
3. Due to the Guest's inadmissibility into a country of transit or Destination, the Guest 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 Guest to the Carrier for unused carriage, or any funds of the Guest in possession of the Carrier.

#### (D) Customs and Immigration Inspection

As required, the Guest 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 Guest in the course of such inspection or through the Guest's failure to comply with this requirement if the Guest's Baggage was not in the charge of the Carrier.

#### (E) Security Inspection

The Guest 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 Guest 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 Guests 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 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.

2. Definitions:

- a. "Schedule Irregularities" means the following:
  - 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 ninety (90) minutes of the original time of departure; or
- b. A change in the scheduled departure time of a WestJet flight which exceeds ninety (90) 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 ninety (90) 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 a Basic, 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. Prior to Purchase

- a) Reservations:
  - i. Passenger’s responsibility:
  - ii. 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 prior to travel.
  - iii. 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 WestJet itinerary and can adjust their plans accordingly as schedules are subject to change.

- iv. 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.
- v. 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. Prior to travel

### a) Change in Schedule

- i. WestJet may need to substitute other aircraft and may change, add, or omit intermediate stops. WestJet cannot guarantee that passengers will make Connections to other flights by WestJet or by other Carriers.
- 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 WestJet 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 WestJet service to a destination, at WestJet’s sole discretion, and if acceptable to the passenger, WestJet 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 & TB				International			
Original Cabin	Cabin Travelled			Original Cabin	Cabin Travelled		
	Business	Premium	Economy		Business	Premium	Economy

<b>Business</b>		50% of base fare for affected segment	50% of base fare for affected segment to OFOP	<b>Business</b>		Business surcharge or 50% base fare for affected segment to OFOP, whichever is higher to OFOP	Business surcharge and 50% of base fare for affected segment to OFOP
<b>Premium</b>			50% of base fare for base fare for affected segment	<b>Premium</b>			50% 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 animal or emotional support animal, 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, or emotional support 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, or emotional support 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) Guest Options - Re-Rerouting or Refund

1. In the event of a delay, not within the Carrier's control that results in a 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. 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 event that caused the delay.
  - 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, 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.
  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 event that caused the delay.
    - 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, 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.





- 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 Guest 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 prior to 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. WestJet, WestJet Encore Ltd. and WestJet Link 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 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 Guests 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, Guests 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 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.

## 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 Guest



The Carrier will refuse to transport, or will remove any Guest 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 Guest refuses to permit a search of his person or property for explosives or for concealed, prohibited, deadly or dangerous weapon(s) or article(s); or

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

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

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

4. Immigration or Other Similar Considerations

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

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

5. Failure to Comply with Carrier's Rules and Regulations

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

## 6. Guest's Condition

- a. When the Guest'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 en route unless:
  - i. the Guest is accompanied by an Attendant who will be responsible for assisting with the Guest's needs en route such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the Carrier; and,
  - ii. the Guest 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 Guest with a disability as to self-reliance as per Rule(s) 70 or 71, Carriage of Persons with Disabilities.

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

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

When the Carrier determines, in good faith and using its reasonable discretion, that a Guest'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 Guest to provide a medical certificate that then may be assessed by the Carrier's own medical officer as a condition of the

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

Note: Pregnant Guests:

- i. An expectant mother with a complication-free pregnancy can travel on the Carrier's Flights up to the 36<sup>th</sup> 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 36<sup>th</sup> 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.

## 7. Failure to Provide a Suitable Escort

When the Guest 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 Guest will be denied boarding.

However, the Carrier will accept escorted Guests under the following conditions when the Guest 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 Guest at all times.

## 8. Guest'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 Guests (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 Guests 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 Guests 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 Guests 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 Guest has engaged in prohibited conduct described above, the Carrier may impose any combination of the following sanctions:

- a. Removal of the Guest at any point.
- b. Probation: At any time, the Carrier may stipulate that the Guest is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the Carrier to provide transport to the Guest. 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 Guest continues to avoid prohibited conduct.
- c. Refusal to Transport the Guest: 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 Guest no longer constitutes a threat to the safety of other Guests, Air Crew or the aircraft or to the comfort of other Guests 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 Guest or subjects an Air Crew member or other Guest 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 Guest/Limitation of Liability

1. The Carrier's liability in case of refusal to carry a Guest for a specific Flight or removal of a Guest 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 Guest's Ticket in accordance with Rule 125(B), Involuntary Refunds.
2. A person who is refused carriage for a period of time, up to a lifetime ban, or to whom a probation notice is served may provide to the Carrier, in writing, the reasons why he/she believes they no longer poses a threat to the safety or comfort of Guests 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.
3. The Carrier will respond to the Guest 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 Guest unless the Guest has paid the applicable Fare.
2. Before boarding, the Guest 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 Guest must provide the Carrier with positive identification to be entitled to transportation. The Ticket will give the Guest 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 Guest'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 Guest 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 Guest 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, a Guest 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. Guests 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 Guest's itinerary receipt and in the Carrier's database must be used in sequence from the place of departure as shown on the Guest'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 Guest attempts to circumvent any term or condition of sale or travel, this will cause the Guest's Ticket to be invalid and the Carrier will have the right to:

- Cancel any remaining portion of the Guest's itinerary; and
- Confiscate unused Flight coupons; and
- Refuse to board the Guest or check the Guest's Baggage.

## 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 Guest

1. In no cases shall the Carrier's liability exceed the actual loss suffered by the Guest. All claims are subject to proof of amount of loss.
2. The Carrier is not liable:
  - a. In the case of any Guest whose age or mental or physical condition, including pregnancy, presents a risk or hazard, for any damages sustained by that Guest that would not have been sustained but for his/her age or mental or physical condition; or
  - b. In the case of a pregnant Guest, for any damages in respect of the unborn child of that Guest.

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



Notwithstanding anything to the contrary contained in this Tariff, the Carrier shall not be liable to any Guest, Air Crew, employee or other person for damages sustained by the Guest, Air Crew, employee or other person due to the negligence, acts or omissions of that Guest, other Guests, 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 Guest, the Carrier will:

- a. refund any Baggage fee paid for the carriage of any lost item;
- b. 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 SDRs (Special Drawing Rights) including incidental expenses unless excess valuation has been purchased;
- c. deliver located delayed Baggage to the Guest at their residence/hotel, or
- d. provide a \$100 Travel Bank Credit (valid for 1 year) to Guests who opt to collect their Baggage at the airport.

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 1,288 SDR (the "basic carrier liability"), 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 \$10 to a maximum total liability of \$3,000 including basic Carrier liability.
- e. Whether the Guest declares value or not, in no case shall the Carrier's liability exceed the actual loss suffered by the Guest. 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 Guest 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

### Mobility aids

Note: Notwithstanding the normal Carrier liability as contained in this rule, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as Checked Baggage or otherwise. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid.

In the event that a mobility aid is lost or damaged:

- a. The 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 Guest 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 Guest, or reimburse the Guest 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 Guest by the Carrier's employees in loading, unloading or transferring Unchecked Baggage shall be considered as complimentary service to the Guest. 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 Guest 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 Guest's Baggage caused by contents of the Guest's Baggage. Any Guest whose property causes damage to another Guest'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 Guest 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 Guest'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 Guest 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 Guest 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 Guest complains in writing to the Carrier within:

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

2. In the case of damage to Checked Baggage, the Guest 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 Guest 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 Guest 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 Guests 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 Guest 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 Guest 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 Guest 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. This Rule shall only apply to events not governed by the APPR.
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) 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 Econo (Lowest) 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 Guest 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 Econo (Lowest) ticket purchase, which is non-refundable

## SCHEDULE “A”

### PRIVACY POLICY

## Legal stuff: privacy policy

Effective date: April 1, 2017

At WestJet we are committed to respecting your privacy. This policy describes how we collect, use and disclose personal information concerning our guests and other individuals. We reserve the right to update or modify this policy at any time without prior notice by posting an updated version on this website. To alert you of a change, we will update the effective date of this Privacy Policy.

### Who is WestJet?

For the purposes of this privacy policy, "WestJet" means WestJet, an Alberta partnership, WestJet Encore Ltd., and WestJet Vacations Inc.

### What is personal information?

Personal information is information about an identifiable individual. Your personal information includes your full name, address, telephone number, date of birth, email address, opinions, preferences, usage of WestJet's websites, and any other information that is connected to you, identifies who you are or would allow someone to contact you.

### Consent



It is our policy to only collect, use and disclose personal information about you with your knowledge and consent, unless otherwise required or allowed by law. Prior to collecting personal information, it is our policy to identify the purposes for doing so and to limit the collection, use and disclosure of personal information to those purposes.

Generally, we will only collect personal information from you, and use it and disclose it with your consent or from someone on your behalf. There will be occasions where we will either contact you with offers and travel services that we feel will be of interest to you and rely on your consent (implied or express) while also providing an opt-out mechanism for such contact. We will use implied consent only in circumstances where the personal information in question is not sensitive, where the purposes and circumstances are limited and well-defined and where you are given an opportunity to opt-out or withdraw your consent then or at any time by contacting us.

If we identify a new purpose for using or disclosing your personal information, unless otherwise required by law, depending upon the sensitivity of the use or disclosure of the personal information, we will update this policy and/or contact you to obtain your consent for the new use or disclosure and we may use your contact information, including your email address, to do so.

## Collection of personal information

Personal information is collected by WestJet when you provide it to us, or when a third party, such as a travel agent, family member or other party books a ticket on your behalf, when a third party, such as a rewards program or a credit card services provider provides personal information to WestJet, or when certain technologies we employ on our websites or web-based applications are able to provide WestJet with information related to your interaction with various websites and other technologies. If you would like to fly with us, book a hotel or car, join a mailing list, apply for a job, participate in a program or enter a contest that may be offered by WestJet from time to time, you will be asked for personal information as described in this policy or as stated to you at the time of collection. Personal information may be collected by us through our call centre, by interaction with our or other websites, web based applications, from you in person, from a travel agent or other party obtaining travel services for you on your behalf, or from a third party otherwise providing information about you on your behalf or for your benefit.

We also use various computer or web-based technologies to collect and store information when you visit a WestJet site including but not limited to e-cookies, pixels and other web beacons as outlined later in this policy. It is our policy to collect personal information about you directly from you where possible or reasonable to do so. However, there are circumstances where personal information about you will be collected from a third party on your behalf.

## Use of personal information

### Booking a flight

When you book a flight with us, or when someone books a flight with us on your behalf, we will ask for your gender, name, address, email address, phone number, and information related to your form of payment. We collect this information in order to process your request for travel services or to process refunds. We need your gender to determine the weight and balance of our aircraft and to assist us in identifying you for legal and security purposes. We may also use your personal information to contact you about your flight, flight booking or about anything that affects or may affect your flight booking or your flight, and to notify you that a credit that you have with WestJet has been created or an existing credit is going to expire. Additionally, we may leave an automated flight status message on any phone number you provide in the event of a change or cancellation of your reserved flight.

Adequate personal identification documents, including photographic likenesses, will generally be required in order to permit you to board an aircraft or access other services. This information is collected for security, legal and identification purposes and is generally returned to you immediately and not retained without your consent.

Following your flight, WestJet may also use your personal information to contact you about travel services, your travel patterns and your experiences when flying with us in the form of a survey. You can opt out of this program at any time.

### Requirements of government authorities

Because of the nature of the airline industry, and concerns with respect to safety and security, there may be situations in which WestJet is required or requested by legal authorities to collect, use or disclose personal information about you, particularly when you are traveling with us,

without your knowledge or consent. Information that we are required to collect by any Canadian, U.S. or international government authorities, depending on your boarding location and destination, may include, as required by such authorities, your full name, date of birth, citizenship, gender, passport number and country of issuance, immigration visa number, permanent resident card number, the means by which you paid for your flight, details as to how it was booked, and any other personal information collected by us as set out in this policy or as required by such government authority. Please be advised that WestJet may disclose this personal information to authorities when required or requested in conjunction with the identification of lawful authority.

In certain circumstances where we believe unlawful or criminal activity is being committed to, on or against WestJet guests, people or property, we may disclose your personal information to appropriate government authorities or other non-governmental entities in order to allow them to properly investigate the matter.

## Cross-border information

Because WestJet flies across international borders, personal information may be made available to government authorities in Canada and the United States, as well as any other international destination, as required by law.

In addition, WestJet uses third party providers of information technology, data processing, reservation services, data storage services and other services like providing you with a personal uniform resource locator (PURL). WestJet protects personal information disclosed to such third party service providers by contractual obligations of confidentiality and non-disclosure. Personal information, including medical information covered by this Policy, may be processed or stored outside of Canada, and such personal information may therefore be or become accessible to government authorities and agencies in other jurisdictions pursuant to lawful authority made under the laws of those jurisdictions.

## Special needs

Subject to certain restrictions and the WestJet Booking Terms and Conditions, Tariffs and Conditions of Carriage, services are offered to persons with special needs. A special need includes situations in which an individual may require an attendant or other specific requirements to

accommodate a disability. A special need also includes individuals who, for medical reasons, require a special arrangement in order to travel.

In order to properly serve persons with special needs, to assure the health and safety of all concerned, and to ensure that an individual qualifies for any special arrangement WestJet may offer, WestJet may require additional personal information, including relevant medical information and information on particular requirements, such as whether a wheelchair, oxygen supply or other special equipment are required, information on connecting flights or connections, as well as additional contact information in the event of an emergency. In situations where an individual requires that they be accompanied by another individual, WestJet will require personal information from that individual as a passenger on the basis set out in this Policy.

## Unaccompanied minors

The unaccompanied minor program provided by WestJet (see [westjet.com](http://westjet.com) for more details) requires additional information to be collected by WestJet, including names and contact information for those person(s) dropping off and meeting the minor.

## Travel agents

When you book with us through a travel agent, your travel agent will provide us with the same personal information that we would otherwise collect from you directly in order to book a flight or other travel services. Unless and until we are advised otherwise, we will consider a travel agent to have your authority to provide us with your personal information to be used and disclosed by us pursuant to this privacy policy. Collection, use and disclosure of your personal information by your travel agent will be subject to your dealings with the travel agent and their privacy policies and practices.

Travel agent access to online information from WestJet is governed both by WestJet policies and by restrictions and levels of permission set up by the travel agency. Personnel in each travel agent office may be able to gain access to personal information concerning all clients and customers of the travel agency. Access to your personal information may not be limited to the individual travel agent you have dealt with as travel agents may share information. Any inquiries about another travel agency accessing your personal information should be directed to the original travel agency with whom you booked your flight.

## Corporate and other third party bookings

If a third party, including a family member or friend, or your employer or another party other than a travel agent, has made or will be making a booking on your behalf, that party will provide us with the same personal information that we would otherwise collect from you directly in order to book a flight or other travel services. Unless and until we are advised otherwise, we will consider such third party to have your authority to provide us with your personal information to be used and disclosed pursuant to this privacy policy. Collection, use and disclosure of your personal information by a third party will be subject to your dealings with them and any applicable privacy policy and practices they may have.

Certain employers and other parties may be granted access to online information from WestJet with respect to your booking where your employer or other party has made that booking on your behalf. Such access is governed by our [Terms of Use](#). Such other party, including any others to whom it grants permission, will be able to gain access to personal information concerning all individuals for whom they have made bookings.

## Hotels and car rentals

If you book a hotel room and/or a car rental, you will be asked for your name, address, phone number, email address, and credit card information. This information is used and disclosed to confirm the hotel and/or car rental for you.

## WestJet Rewards and mailing lists

Our WestJet Rewards account option allows you to provide us with your personal information for your convenience in booking and managing your travel with us, should you choose to sign up. An account is also required in order to be issued or use a WestJet flight or travel credit and to earn WestJet dollars in WestJet's reward program.

When you sign in, our systems will automatically complete the fields when booking a flight, using your account information to fill in fields for your convenience, and after that the information is used and disclosed for the same purposes as if you had filled in the fields manually yourself. We strive to continuously improve the function of the fields available, but unless we advise you otherwise, any improvement in or addition to the fields will be subject to the same policies as set

out in this policy. If you wish, you can remove your information from your account at any time, following which you will still be able to purchase services from us through our website, but you will have to fill in all the fields manually.

For certain opt-in services, WestJet may, with your consent, collect profile information about you (e.g. hotel and car preferences, etc), as well as demographic information (e.g. date of birth, etc). This information will be used to communicate specific information to you based on the profile and demographic information you provide.

If you would like to:

1. Be informed of seat sales and other WestJet and/or WestJet Vacations promotional offers; or
2. Be informed of special offers from our partners from time to time; then

you must first set up an account and check the applicable option or options, following which we will use your account to communicate with you via electronic communication as you have requested. You may withdraw your consent to any of the foregoing options at any time.

## Guest Feedback

By submitting your comments on WestJet's feedback section of its website, you agree that WestJet may use your comments for internal purposes such as, training or employee acknowledgment and recognition, and that WestJet may publish your comments on its Intranet or in other internal documents.

## Promotional contests

WestJet may offer various promotions from time to time. When you enter a promotional contest, we ask for your name, date of birth, address (email and/or residential), social media handle and/or phone number so that we may communicate with you in the event you are a winner and so that we may verify that you are of sufficient age to participate or that you meet other eligibility requirements stated in any specific contest rules. Other information related to the promotion or contest may be requested if required by law.

## Employment opportunities

WestJet offers employment opportunities in various locations, including over its website and others. If you would like to apply for a job at WestJet, you will be asked to provide your name, telephone number, address, email address, and other information concerning your application such as employment history, references and education. By submitting your application, you are consenting to the collection, use, disclosure and retention of your personal information for purposes of assessing your suitability for current and future employment opportunities at WestJet. In addition, you consent to the release of your personal information to our third party service providers for the purposes of pre-employment screening which may include a criminal background check and reference verification. If you are a successful candidate, this information will be retained by WestJet as long as reasonably required for purposes of managing your employment relationship or as otherwise required by law.

## Cookies and other technology

A cookie is a small amount of data, often including a unique identifier, that is sent to your browser from a website's computer and stored on your computer's hard drive. We use "cookies" to collect and compile data. Cookies track the movements and interactions of visitors on our websites and allow us to collect information about visitor website usage patterns to better understand and meet their requirements with improved design, content, display of relevant features, and to provide you with various advertising services. Cookies also allow our websites to recognize your computer or device the next time you visit in order to provide a custom experience including remembering your choice of language, exposing you to certain website pages, and auto-filling certain forms based on your previous visit. This also allows us to automatically fill in certain fields as mentioned above in WestJet Rewards Account and Mailing Lists.

WestJet uses third-party advertising technology to serve ads when you visit our website and certain sites on which we advertise, using information from your visits to our website and those other sites to serve ads which are tailored to you. In the course of serving ads to you, a unique third-party cookie may be placed or recognized by your browser. In addition, we use 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. With both cookies and web beacons, the information that we collect and share does not contain your name, address, telephone number, or email address.

Google and other similar providers are subject to contractual restrictions with respect to personal information to protect your privacy. For more information about Google specifically, including information about how to opt-out of these technologies, go to [https://static.googleusercontent.com/media/www.google.com/en//intl/en/policies/privacy/google\\_privacy\\_policy\\_en.pdf](https://static.googleusercontent.com/media/www.google.com/en//intl/en/policies/privacy/google_privacy_policy_en.pdf).

Additionally, you can opt out of WestJet's behavioural online advertising. To opt out of online behavioural advertising using AdChoices, click on the AdChoices Icon in a banner ad. To opt out of online behavioural advertising on Facebook, click the or on the top right corner of a Facebook ad and select 'Why am I seeing this?'

## Disclosure of personal information

WestJet discloses your personal information to third parties as required to process your request for travel services, including flights, hotel and car bookings, to provide services to you, display relevant advertising, as required by applicable law, or as otherwise set out in this policy.

WestJet is continuously seeking ways in which to better serve you. WestJet may therefore also disclose personal information concerning you to other organizations that may have affiliated programs to WestJet or other offers of interest to you to allow them to contact you, but WestJet will do so only with your consent, which you may withdraw at any time.

Personal information provided by you or on your behalf to book flights or other travel services will generally not be provided to anyone, including a spouse, family member, friend or coworker, without your consent, or as required by law, or as otherwise provided in this privacy policy. To protect your privacy rights and personal information, and for security and legal purposes, we therefore generally cannot disclose your personal information to any individual contacting us and claiming either to be a spouse, family member, friend, coworker or otherwise entitled to your personal information, or claiming to have your consent for us to do so, unless and until we have



verified with you that you do in fact consent to our disclosure of your personal information to such specified individual. The exceptions to this are:

We will disclose your personal information on a reasonable basis to an individual who has booked your current flight or other travel service where that individual has adequately identified themselves. We will consider that, since they previously had your consent, express or implied, to deal with us, your consent continues. Please see Corporate and Other Third Party Bookings. We may also, with your consent, exchange your personal information, including medical information, with third party medical personnel in situations where you, or someone on your behalf, has requested special arrangements related to medical conditions or status. Please see Special Needs.

Where an individual contacts us and provides us with your full name and reservation code giving us reasonable grounds to conclude they are contacting us with your consent, express or implied, we will disclose flight information to that individual for the purposes of permitting that individual to meet your flight or be aware of delays, and other similar information. Flight information is limited to flight number, flight timing information, confirmation that you have or have not boarded a flight, and the departure and arrival locations of your journey with us. Flight information is provided as a service and convenience to you to permit meeting your flight and being aware of any delays or flights that are early. We will not provide other personal information such as home address or contact information to other individuals in these circumstances without your express consent. If you do not wish individuals to be able to obtain flight information from us, you should not share your reservation code with them. Likewise, your boarding pass contains personal information, and should be handled and disposed of in the same manner as any other personal information you may have in your possession. Otherwise, we will conclude that, where an individual has your reservation code, you have given your consent to their contacting us for your flight information. A reservation code refers to the confirmation number assigned by WestJet to you for a specific flight.

## Partners and related service suppliers

WestJet may provide you with the opportunity to access products and services from third parties. Those third parties may collect, use and disclose personal information from you or about you in order to provide their products or services to you. The collection, use and disclosure of personal information by those third parties will be governed by their privacy policies and any consent you

provide and, unless we advise you otherwise, WestJet has no access to or control over your personal information collected from you by those third parties.

## Travel insurance

Any travel insurance purchased by you through WestJet is solely and directly offered, provided and underwritten by RBC Travel Insurance Company ("RBC Insurance") and WestJet expressly disclaims any responsibility with respect to such travel insurance purchased from RBC Insurance. By choosing to purchase travel insurance from RBC Insurance you are consenting to allow WestJet to transfer your personal and credit card information and your reservation details ("Guest Information") provided to us through this website to RBC Insurance. RBC Insurance will bill you directly for any travel insurance product purchased from RBC Insurance. Any indication on this website of the cost of a travel insurance product purchased from RBC Insurance ("Travel Insurance Cost") indicates a Travel Insurance Cost charged by and determined by RBC Insurance, and is provided to you by WestJet for your convenience, in order to provide you with a combined cost of airfare purchased from WestJet and insurance purchased from RBC Insurance, based on Travel Insurance Costs provided by RBC Insurance. WestJet has no control over Travel Insurance Costs and disclaims any responsibility in regard to such costs, including their accuracy, timeliness or availability.

## Reward programs

From time to time we may assist you in participating in reward programs, and unless you are advised otherwise, the same general rules will apply as stated above.

WestJet may provide reward program-related information about you to other parties, such as participating partners, merchants or service providers, as required to administer the applicable reward program, to fulfill your redemption requests under the reward program, or to provide you with direct mail offers from or on behalf of our participating partners.

In order to improve your WestJet experience and the quality of services we provide to you, we can access technologies related to advertising. Through some of our partners, we can provide personal information to them in order to better serve your travel needs. If you are a rewards member using a "gmail" account, we provide that information to google who can in turn provide you with more directly applicable advertising. Your gmail address is sent in an encrypted fashion to google. In turn, they are able to determine appropriate advertising to send to you while you surf the internet.

## Requirements of government authorities

As mentioned above, we are required to collect personal information by government authorities in the U.S., Canada and other countries, and that information may be disclosed to those authorities without your knowledge or consent as required by law. It is the policy of WestJet to only collect and disclose what is required by law, and nothing further.

## Security

WestJet has in place sophisticated security measures and procedures to ensure that your personal information is protected from misuse and from unauthorized access.

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.

## Retention of information

### Retention periods

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 required by law, following which it is securely destroyed or made anonymous. If you withdraw your consent to our retaining your personal information, we will advise you as to the consequences, if any, of your doing so.

## Cancelling your account

If you have signed up to become a Rewards member to the WestJet website, you are then able to manage your own personal information, to view it and to modify it as you choose. You are also able to cancel your account completely at any time, but the consequences of doing so include forfeiting any flight or travel credits you may have, forfeiting any WestJet dollars earned under the reward program, no longer receiving electronic communications you may have signed up for and loss of automatic population of fields with your information. If you wish to cancel your account, please [contact us by email](#). You can create a new account at any time, even after you have cancelled your account.

## Expiry and termination of accounts

Until your consent is withdrawn, it is our policy to keep your WestJet account open indefinitely for your convenience in the event you decide to access it again, and, if you have signed up for electronic communication, to continue sending you information until you advise us that you wish to no longer receive it. However, we do reserve the right to terminate accounts and distribution of electronic communication at any time without notice.

## Accessing your personal information

Feel free to contact us if you have any questions or concerns about this policy or the accuracy and completeness of any information in your file, if you wish to update any of your information, if you would like to see a copy of the information we have on file about you, or an account of the use that has been made of your information.

To do so, simply contact WestJet toll-free at 1-888-937-8538.

Written inquiries can be directed to WestJet's privacy officer via:

- Fax: 1-844-223-8478
- Email: [privacy@westjet.com](mailto:privacy@westjet.com)
- Mail: 22 Aerial Place NE, Calgary, AB, Canada T2E 3J1

You may also use the above information to withdraw any consent you have provided, or to register a concern or complaint with us. In all cases, we may require that requests for information or withdrawal of consent be received by us by email, fax, mail or otherwise in written form. We will also require that you provide sufficient information to allow us to locate your information to deal with your request.

## Responding to you

All requests for access to your personal information and complaints must be provided in writing and our response will be subject to verifying your identity before replying. It is our policy to respond to all inquiries, requests for access to personal information and concerns or complaints within 30 days of our receiving them unless otherwise allowed or required by law. If we cannot fully respond within 30 days, we will still advise you of that within 30 days.

However, we cannot give you access to personal information that we do not have, or that would disclose personal information concerning another individual without their consent, or that we otherwise cannot disclose under applicable law. There are legal restrictions in certain cases where we are prohibited from providing you with certain information. We reserve the right, to refuse to provide access to information where we are not legally required to do so, in which case we will advise you of the reasons for doing so, and of the name of a person who can answer any questions you may have