

WestJet

Applicable to the
Transportation of Passengers and Baggage
between points in
Canada

Tariff No. WS2

Effective date: January 21, 2026

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Check sheet

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Rule 1 Definitions

A) Definitions

In this Tariff, capitalized words and terms shall have meanings attributed to them and grammatical variations of such words and terms shall have their corresponding meanings, unless otherwise provided herein and unless there is something in the subject matter or context inconsistent therewith.

"Adjacent Seat" means a seat that is immediately beside a passenger's seat. Adjacent seats do not include seats across the aisle from each other or any combination of pod-style Business class seats.

"Air Transportation Contract" means with respect to a passenger, the contractual terms between the passenger and WestJet for the carriage of the passenger and the passenger's Baggage on a domestic air service, which incorporate the terms of this Tariff.

"Airline Designator Code" means an identification code comprised of two characters which is used for commercial and traffic purposes such as reservations, schedules, timetables, ticketing, tariffs, and airport display systems. Airline Designator Codes are assigned by IATA. When an Airline Designator Code appears on a Ticket, it reflects the Marketing Carrier, which might be different from the Operating Carrier.

"Applicable Law" means all applicable laws of any jurisdiction including but not limited to laws, regulations, or orders of a competent authority having jurisdiction over WestJet, this Tariff, or a passenger.

"APPR" means the Canadian *Air Passenger Protection Regulations*, SOR/2019-150, as amended.

"ATPDR" means the Canadian *Accessible Transportation for Persons with Disabilities Regulations*, SOR/2019-244, as amended.

"Baggage", which is equivalent to luggage, means such articles, effects and other personal property of a passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with the passenger's trip. Unless otherwise provided herein, the word "Baggage" includes checked Baggage, gate checked Baggage, and carry-on (unchecked) Baggage.

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

"Business Day" means a day other than a Saturday, Sunday or statutory holiday, when banks are generally open in the City of Calgary for the transaction of banking business.

"CAD" means Canadian dollar(s).

"Code-Share" means a commercial arrangement in which two or more carriers sell seats using their own Airline Designator Code (i.e. the Marketing Carrier) on a flight that one of them (i.e., the Operating Carrier) operates.

"Connection" means a break between the Origin and the Ultimate Destination where a change of aircraft is made by the passenger, and which break does not fall within the definition of Stopover.

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

"Event of Force Majeure" means situations outside WestJet's control, including any unforeseeable circumstances beyond WestJet's control, the consequences of which could not have been avoided even if all due care had been exercised, including but not limited to meteorological and geological conditions, natural disasters, acts of God, pandemics, epidemics, endemics or quarantine, strikes, riots, civil commotions, embargoes, war or political instability, illegal acts or sabotage, instructions from air traffic control, a NOTAM, a security threat, airport operation issues, a medical emergency, a collision with wildlife, a labour dispute or disruption within WestJet or within an essential service provider (e.g., airport or an air navigation service provider), a 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, an order or instruction from an official of a state or a law enforcement agency or from a Person responsible for airport security, laws/rules/proclamations/regulations/orders/ declarations/interruptions or requirements of or interference by any government or governmental agency or official thereof, actions of third parties (e.g., acts of government or air traffic control, airport authorities, security agencies, law enforcement or customs and immigration officials), national emergency, invasion, insurrection, picketing, boycott, lockouts or other civil disturbances, interruption of flying facilities/navigational aids or other services, damage/destruction or loss of use of an aircraft, confiscation, nationalization, seizure, detention, theft or hijacking of an aircraft, hostilities, disturbances, unsettled international conditions, and shortage of fuel or facilities.

"Final Destination" means the stopping place of continuous one-way travel according to the applicable Ticket or itinerary. In one way trips, the Final Destination and the Ultimate Destination are the same, and neither are the Origin.

"Infant" is a passenger who is less than two (2) years of age on the date of commencement of travel. Infants are Minors.

"Marketing Carrier" means a carrier that sells seats using its own Airline Designator Code for a flight that another carrier (i.e., the Operating Carrier) operates.

"Minor" is a passenger who is less than eighteen (18) years of age on the date of commencement of travel.

"Mobility Aid" means any manual or electric wheelchair, scooter, boarding chair, walker, cane, crutch, prosthesis or other aid that is specially designed to assist a Person With A Disability with a need related to mobility.

"Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on May 28, 1999.

"Operating Carrier" means in respect of a flight, the carrier that operates the actual flight.

"Origin" means the point from which a flight commences with the Passengers to be transported.

"Person With A Disability" means an individual person with a Disability.

"Special Drawing Rights" or **"SDRs"** are accounting units as defined by the International Monetary Fund.

"Stopover" means, for the purposes of fare construction and establishing the applicable fare or fares which apply to a passenger's itinerary, a deliberate break of a journey at a point between the place of Origin and the place of Final or Ultimate Destination, which deliberate break is initiated by the passenger and agreed to in advance by the carrier and:

- 1) is for a purpose other than changing aircraft;
- 2) is for a period of time greater than 24 hours; and
- 3) allows passengers to retrieve checked Baggage (if applicable).

"Tariff" means this tariff as may be amended from time to time.

"Tax" means any tax, fee or other charge imposed by a domestic or foreign government, airport authority or third-party, and collectible from a passenger, and includes Goods and Services Tax ("GST") and/or Harmonized Sales Tax ("HST") levied under Part IX of the Canadian Excise Tax Act, RSC, 1985, c E-15. Certain taxes are refundable, pursuant to conditions determined by the relevant authority, in the event of a fare refund performed in accordance with this Tariff and applicable fare rules.

"Ticket" means the electronic confirmation of an Air Transportation Contract providing for the carriage of a passenger and their Baggage and includes the Baggage check (being a portion of a Ticket which provides for the carriage of a Passenger's checked Baggage issued by WestJet as a receipt for the Passenger's checked Baggage).

"Ultimate Destination" means the ultimate stopping place according to the applicable Ticket or Itinerary. In round trips, the Ultimate Destination and the Origin are the same.

"Warsaw Convention" means the convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw on November 12, 1929, or such convention as amended.

"WestJet" when used in this Tariff means either: (i) WestJet, an Alberta Partnership, a general partnership licensed to provide domestic air service and International Service under the Canada Transportation Act (S.C. 1996, c. 10), and having its head office at 22 Aerial Place NE, Calgary, Alberta, Canada, T2E 3J1, or (ii) WestJet Encore Ltd., a body corporate licensed to provide domestic air service and International Service under the Canada Transportation Act (S.C. 1996, c. 10), and having its head office at 22 Aerial Place NE, Calgary, Alberta, Canada, T2E 3J1, whichever is the Operating Carrier in the applicable circumstances.

B) Interpretation

For the purposes of this Tariff and except as otherwise expressly provided herein or unless there is something in the subject matter or context inconsistent therewith:

- 1) all references in this Tariff to a designated "rule", "section", or other subdivision, is to the designated rule, section, or other subdivision of this Tariff;
- 2) the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Tariff as a whole and not to any particular rule, section, or other subdivision;
- 3) the singular of any term includes the plural and vice versa, and the use of any gendered term (whether masculine, feminine, neuter, or otherwise) is equally applicable to any other gender;
- 4) the word "or" is not exclusive, and the word "including" and the abbreviation "e.g." are not limiting;
- 5) any reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, or modified from time to time to the extent permitted by the provisions thereof; and
- 6) any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto with all amendments made thereto and in force from time to time, and to any statute or regulations that may be passed which have the effect of supplementing or superseding such statute or such regulations.

C) Headings

The headings in this Tariff are inserted for convenience of reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Tariff or any provision of this Tariff.

Rule 5 Application of Tariff

A) Application

This Tariff shall apply to the transportation of passengers and Baggage from and to points within Canada, and to all services incidental thereto, in respect of (i) services marketed and operated by WestJet, and (ii) services marketed by WestJet and operated by other parties.

WestJet reserves the right to exclude the application of any or all provisions of this Tariff in respect of gratuitous carriage.

B) Effective Rules, Fares and Charges

This Tariff contains the terms and conditions of carriage upon which WestJet transports and agrees to transport passengers and Baggage, and such terms and conditions are expressly agreed to by the person who has entered into an Air Transportation Contract with WestJet.

Unless otherwise provided herein, all transportation of passengers and Baggage is subject to WestJet's applicable fares, fare rules, fees and charges as published by WestJet and in effect on the date of the issuance of the Ticket, and which are hereby incorporated as part of this Tariff. If there is a conflict between this Tariff and (i) the contractual terms between the passenger and WestJet for the carriage of the passenger, or (ii) WestJet's website, this Tariff shall prevail.

C) Responsibility for Transportation

WestJet will be responsible for the physical furnishing of transportation only on flights that it operates (i.e., where WestJet is the Operating Carrier). When any carrier undertakes to issue a Ticket, check Baggage, or make any other arrangements for transportation over the lines of any other carrier, such carrier will act only as agent.

D) Air Transportation Contract Requirement

No transportation service shall be furnished by WestJet under the terms of this Tariff unless an Air Transportation Contract, in the form prescribed by WestJet, is entered into between the passenger and WestJet, and a Ticket is issued in accordance with rule 10 - Reservations, in respect of such transportation service.

No agent, employee or representative of WestJet has authority to alter, modify or waive any provisions of the Air Transportation Contract or of this Tariff unless authorized in writing by an officer of WestJet.

E) Tariff Change

1) Notice

Except as may be required by Applicable Law, WestJet's rules, regulations, and conditions of carriage are subject to change without notice; provided that no such change shall apply after the date of commencement of carriage.

2) **Tariff In Effect**

All carriage of passengers and/or Baggage shall be subject to WestJet's rules, regulations, and conditions of carriage in effect on the date of commencement of carriage, except where Applicable Law or regulation requires that such carriage be subject to the carrier's rules, regulations, conditions of carriage in effect on the date of Ticket issuance.

Notwithstanding the above, and provided the confirmed Ticket is not changed or reissued, the applicable fare, taxes, fees, and charges will be determined according to the Tariff in effect on the date of Ticket issuance irrespective of any subsequent changes to the applicable Tariff after such date.

3) **Severability**

Should any provision in this Tariff or in the Ticket be determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, all other provisions shall nevertheless remain valid, binding, and effective.

F) Carrier Self-Identification

1) **APPR**

For the purposes of establishing obligations toward passengers under the APPR in this Tariff, WestJet declares that it is a large carrier as defined in the APPR.

2) **ATPDR**

For the purposes of establishing obligations toward a Person with A Disability under the ATPDR or otherwise in this Tariff, WestJet declares that it is a large carrier as defined in the ATPDR.

G) Governing Forum

The laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to any conflict-of-law provisions, govern this Tariff. To the extent permitted by law, any dispute or matter arising from, connected with, or relating to this Tariff, or any related matters, must be resolved before the courts of the Province of Alberta sitting in the city of Calgary, and the parties and each of them hereby irrevocably and unconditionally submit to the original and exclusive jurisdiction of such courts in respect of any such dispute or matter, waive any objection to the venue of any dispute or matter resolution in such courts, and waive and agree not to plead or claim in any such court that any such dispute or matter has been brought in an inconvenient forum.

Rule 10 Reservations

A) General

A reservation of space on a given flight is valid only when:

- 1) The availability and allocation of such space is confirmed by WestJet or its agent;
- 2) All required information is properly entered into WestJet's reservation system;
- 3) Payment or other satisfactory credit arrangements are confirmed within the time limits set by WestJet; and,
- 4) The reservation complies with this Tariff and all applicable fare rules.

Subject to satisfying the above conditions, WestJet will issue a valid Ticket which includes a confirmation number to the passenger. This will reflect a reservation for one or more specific flights and dates and is considered confirmed, unless the reservation is changed or cancelled in accordance with the terms of this Tariff. The Ticket will only be valid for the flights specified therein, including the named passenger and the dates and routings of such confirmed flights.

WestJet does not guarantee availability of any specific space on an aircraft.

WestJet reserves the right to cancel and remove any reservation which does not fully satisfy the above conditions, for example when payment is not completed within the ticketing time limit set by WestJet.

B) Connecting Flights – Separate Airports

When an area is served by more than one airport and a passenger holds a reservation for flights which arrive at one airport and depart from another airport, transportation of passengers and their Baggage between those airports is the responsibility of the passenger, must be arranged by and at the expense of the passenger, and forms no part of the reservation.

C) Passenger Contact Information in Reservation

The passenger or passenger's agent (e.g., travel agent, other carrier, etc.) must provide WestJet with the passenger's contact information, including but not limited to an e-mail address and/or telephone number at the time of booking and shall update WestJet with changes to ensure communications can be received by the passenger before or during travel. WestJet is not responsible for missed communication resulting from inaccurate, incomplete, or inactive contact information.

D) Ticketing Time Limit

All fares, fees, charges, and taxes are due and payable by a passenger by the ticketing time limit set forth in the applicable

fare rule, typically on or by 11:59 p.m. Mountain Time zone on the date on which the reservation is made with WestJet or its agent.

Exceptions may apply at WestJet's sole discretion.

Rule 15 Seat Selection

A) General

- 1) If permitted by the applicable rules of the fare purchased, seat selection is available within 24 hours before scheduled flight departure through WestJet's check-in channels, which may include WestJet's website, at the airport, or using an airport kiosk. Fees may apply as provided in the applicable fare rules and this Tariff.
- 2) Selection of a seat more than 24 hours before the scheduled flight departure is considered advance seat selection, and is subject to availability, and applicable fare rules and exceptions thereto as provided in this Tariff. Fees may apply as provided in the applicable fare rules and this Tariff.
- 3) Availability of seats is determined by multiple factors, including the type of aircraft, operational requirements or restrictions (which may include, for example, exit row restrictions), and the fare purchased. Accordingly, WestJet does not guarantee any specific seat will be available on any flight, at any time, or via any specific reservation channel.
- 4) Seating for persons with a Disability: See rule 40 – Persons with a Disability
- 5) Seating for Infants and Minors: See rule 45 – Minors

B) Seat Selection Fees

Seat selection fees:

- 1) are based on the applicable fare rules and will not exceed the amounts shown in the table immediately below.
- 2) are applicable per passenger per flight segment flown for which an applicable seat selection is made.
- 3) may vary by aircraft type, seat type, flight distance, and other factors.
- 4) may be reduced or waived based on factors including but not limited to level of seat availability, time of seat reservation relative to scheduled flight departure, rules of WestJet's loyalty program, and regulatory requirements such as the ATPDR.

Seat Selection Fees							
Seat Type	Fare Type						
	UltraBasic	Econo	Econo Flex	Premium	Premium Flex	Business	Business Flex
Standard	\$250	\$250	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
Extended Comfort	\$250	\$250	\$250	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
Emergency Exit	\$250	\$250	\$250	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
Front of Cabin	\$250	\$250	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE

CAD Maximums, Per Flown Flight Segment Per Passenger
Fees may vary when transacted in other currencies.
Please visit westjet.com or contact WestJet or its agent for full details.

C) Changes and Cancellations to Seat Selection**1) Initiated By WestJet**

WestJet reserves the right to change or cancel the selected seat(s) on any flight(s) for any passenger at any time, for any reason. In the event of such change or cancellation when seat selection fees have been paid, the fees paid will be refunded unless WestJet is able to provide the selected seat or a reasonably equivalent seat. Applicable refunds will be provided pursuant to rule 85 - Refunds.

2) Initiated By Passenger

- (a) **Addition:** When permitted by the applicable fare rules, passengers may add seat selection to an existing reservation at any time and seat selection fees may apply as specified in this rule.
- (b) **Change:** Passengers may change an existing seat selection at any time prior to 24 hours in advance of flight departure time. The seat selection fees for the updated seat selected apply as specified in this rule and the difference between such new fee amount and the seat selection fee previously paid will be assessed and settled accordingly with the passenger if there is an additional amount payable. Seat selection fees are non-refundable either in part or in whole due to passenger initiated change.
- (c) **Cancel:** Passengers may cancel an existing seat selection of an existing reservation at any time. The seat selection fees previously paid are non-refundable either in part or in whole due to passenger initiated change.
- (d) The addition, change, or cancellation of seat selection to a new or existing reservation is not considered a change to the reservation in respect of incurring any change or cancel fees which may otherwise be applicable in accordance with the relevant fare rules and this Tariff.

Rule 20 Currency

A) Tariff Currency

Unless specifically provided otherwise herein:

- 1) All references to currency in this Tariff are in Canadian dollars and the dollar sign (\$) means Canadian dollars / CAD unless explicitly stated otherwise.
- 2) Any tax, fee, or other charge imposed by a domestic or foreign government, airport authority, or third party and collectible from a passenger will be in addition to any amounts specified herein.
- 3) All currency provisions are subject to government regulations and applicable foreign exchange regulations.

B) Currency of Published Fares, Fees, & Charges

- 1) WestJet publishes its fares, fees, and charges in Canadian dollars, and may also publish the same in other currencies subject to (i) requirements under Applicable Law, if any, and (ii) WestJet's discretion.
- 2) The applicable currency among those published by WestJet for a fare, fee, or charge transaction is determined based on one or more of:
 - (a) the itinerary origin country;
 - (b) the flight departure country;
 - (c) the point-of-sale country;
 - (d) the timing of the transaction, e.g., charges as part of the reservation versus charges during the journey; and
 - (e) Applicable Law.
- 3) WestJet.com Point of Sale

All transactions via WestJet.com are deemed to have a point of sale in Canada. Accordingly, the applicable fares, fees, and charges are transacted in Canadian dollars.

C) Currency of Payment

- 1) WestJet's fares, fees, and charges are transacted either in (i) Canadian dollars or (ii) another currency acceptable to WestJet.
- 2) When the currency transacted is different from the published currency of the applicable fare, fee, or charge, currency exchange will apply. Currency exchange rates are not determined by WestJet and may vary based on the particulars of a transaction.

Rule 25 Fares, Fare Brands, Classes of Service, Upgrades

A) General

- 1) Applicable fares, fees, and charges are disclosed at the time of reservation. Fares, fees, and charges are managed dynamically by WestJet, and therefore their availability is not guaranteed.
- 2) WestJet offers various branded fare levels which have various product and service attributes. The branded fare levels are as follows:
 - (a) Business Type Fare Brands: Business Flexible & Business Lowest
 - (b) Premium Type Fare Brands: Premium Flexible & Premium Lowest
 - (c) Econo Type Fare Brands: Econo Flexible & Econo Lowest
 - (d) Basic Type Fare Brands: UltraBasic

For a full comparison of the attributes of WestJet fare types, please visit WestJet.com or contact WestJet.

- 3) Fare rules and terms and conditions associated with a fare type or brand vary and are subject to change at any time by WestJet.
- 4) Products and services associated with a fare type or brand vary, are not guaranteed, and are subject to change at any time by WestJet. On board services may vary based on factors such as aircraft type and flight duration. WestJet does not offer compensation in respect of unavailable products or services.

B) Passengers that have purchased a Business fare type will be entitled to business class products and services which may include:

- 1) Seating located in the designated business class section of the associated aircraft, provided this may include seating in the other sections in the event of flight itineraries (including interline and Code-Share itineraries) which involve aircraft not equipped with designated business class seating.
- 2) Business class services and amenities, which may include (subject to availability): advance seat selection, additional included checked Baggage allowance, priority Baggage, priority airport check in, advance aircraft boarding, and premium food and beverages on board the aircraft.

C) Passengers that have purchased a Premium fare type will be entitled to premium class products and services, which may include:

- 1) Seating located in the designated premium class section of the associated aircraft, provided this may include seating in the other sections in the event of flight itineraries (including interline and Code-Share itineraries) which involve aircraft not equipped with designated premium class seating.

- 2) Premium class services and amenities, which may include (subject to availability): advance seat selection, additional included checked Baggage allowance, priority Baggage, priority airport check in, advance aircraft boarding, and premium food and beverages on board the aircraft.
- D) Passengers that have purchased an Econo fare type will be entitled to economy class products and services, which may include:
 - 1) Seating located in the designated economy class section of the associated aircraft.
 - 2) Econo class services and amenities, which may include (subject to availability): complimentary snacks and beverages, premium food and beverages for sale, in-seat power, and access to the entertainment system via passenger's personal device (some features of which require additional payment).
- E) Passengers that have purchased a Basic fare type will be entitled to a restricted subset of economy class products and services:

Passengers will travel in the designated economy class section of the associated aircraft, but products and services offered may be different from those provided to passengers in the same section who hold fare types other than Basic. Basic type fares offer the most affordable travel option and the associated fare rules as well as the products and services offered are reflective of this.
- F) Purchased Upgrade

Subject to availability, upgrades to the class of service associated with a reservation may be purchased before or at check-in, including via a bidding system, when offered by WestJet.

Upgrade pricing varies based on original and upgraded classes, flights involved, method of upgrade purchase, and other factors. Subject to rule 85 - Refunds, purchased upgrades are non-refundable.

Certain on board products and services, such as premium food and beverage options, may not be available due to the timing of an upgrade purchase relative to the associated flight departure time. WestJet will not reduce or refund purchased upgrades in part or in whole due to such events.

ultraBasic fares are not eligible for upgrade by purchase, bid, or any other means.
- G) WestJet Remedies for Erroneous Fares

An erroneously quoted fare is one which WestJet or its agent has, in good faith, mistakenly published and which is clearly erroneous by reference to fares usually published in the relevant routing.

WestJet reserves the right to cancel reservations and/or Tickets issued with an erroneously quoted fare.

In such cases, WestJet will cancel the purchased Ticket and refund the amount paid by the passenger or, if the passenger agrees to forego the refund, offer the passenger the Ticket at a published fare that should have been available at time of booking.

In such cases, WestJet will use reasonable efforts to notify the passenger:

- 1) Within 72 hours after the carrier becomes aware of the publishing of an erroneous fare, that all or any portion of their ticketed itinerary has been cancelled; or
- 2) At least 24 hours prior to the passenger's scheduled departure from the point of origin issued on the Ticket, that all or any portion of their ticketed itinerary has been cancelled, if the Ticket was purchased less than 72 hours before their scheduled departure from the point of origin.

With respect to interline itineraries involving other carriers, WestJet will coordinate with the participating carriers in order to determine which carrier will notify the passenger and provide the refund in the event the ticketed itinerary is cancelled.

Rule 30 Fees, Charges, Taxes

A) WestJet Fees and Charges

Subject to this Tariff, any fee or charge imposed by WestJet is subject to change at any time.

B) Contact Centre Fee

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

This fee will be waived when required by Applicable Law, including but not limited to for any Person with A Disability who is not able to use an available self-serve option to make the reservation.

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

Contact Center Reservation Fees	
Fare Type	Fee
UltraBasic	\$35 Per Reservation
Econo	\$25 Per Reservation
Econo Flex	\$25 Per Reservation
Premium	NO CHARGE
Premium Flex	NO CHARGE
Business	NO CHARGE
Business Flex	NO CHARGE

CAD Maximums.
Fees may be reduced or waived in some circumstances.
Fees may vary when published by WestJet or transacted in other currencies.
Please visit WestJet.com, or contact WestJet or its agent for full details.

C) Taxes, Fees, and Charges which are not WestJet Imposed

Any tax, fee, or charge imposed by a domestic or foreign government, airport authority or third party and collectible from a passenger will be in addition to (i) the applicable fares, fees, and charges determined by WestJet and payable by the passenger, and (ii) any amounts provided in this Tariff.

Conditions under which such taxes, fees and other charges are imposed, collected, or refunded are established by the domestic or foreign government, airport authority, or third party and must be respected. As a result, refund of such taxes, fees, and other charges when unused will be made subject to the applicable domestic or foreign government, airport authority, or third party.

Rule 35 Tickets

A) Acceptance for Transport

Electronic Tickets are mandatory.

B) No Change or Transfer

- 1) Tickets and the associated fares, fees, and charges are only valid for the flights specified therein, including without limitation the named passenger, dates of travel, and designated routing.
 - (a) Tickets are not transferable, and WestJet is not liable to the owner of the Ticket for honouring or refunding such Ticket when presented by another person. Further, changes to the passenger name indicated on the Ticket may be restricted in accordance with the policies and procedures of other airlines for itineraries involving flights marketed or operated by other airlines, including but not limited to Code-Share travel, interline travel, other airline ticket stock, and other airline flights.
 - (b) Tickets may not be issued or accepted for transportation of passengers or Baggage that will either originate or terminate at an airport other than the airport for which the associated fares are published.
 - (c) Flight coupons will only be accepted in the sequence issued.
- 2) Subject to applicable fare rules, passengers wishing to make changes to a ticketed reservation are required to contact WestJet or its agent to change and re-issue the affected Ticket. Differences in fare, fees, or charges may apply.

For ticketed reservations made via a travel agency, passengers must contact the travel agency for processing of any passenger-initiated changes. In exceptional circumstances, at WestJet's sole discretion, WestJet may assist passengers with requests for voluntary changes to such Tickets. This is not guaranteed.

C) Ticket Non-Compliance

1) Terms and Conditions

Any failure by a passenger to comply with the stated fare rules, this Tariff, and the terms and conditions of sale will render a Ticket invalid. This includes rules and requirements associated with the fare purchased, such as passenger age in the case of discounted Tickets for lap-held Infants.

WestJet will not be responsible for refunding invalid Tickets, nor will WestJet be liable for any claims of the passenger in respect of such invalid Ticket.

2) Routing Non-Compliance

All Tickets used for a routing other than that specified on the Ticket are invalid.

"Hidden City/Point Beyond ticketing" is a specific form of routing non-compliance and means the purchase of a fare from a point before the passenger's actual origin and/or to a point beyond the passenger's actual destination, both as shown on an itinerary, in order to obtain a lower fare than could otherwise be applicable.

WestJet specifically prohibits Hidden City/Point Beyond ticketing. Accordingly, a passenger shall not purchase one or more Tickets or fares that constitute Hidden City/Point Beyond ticketing and any such Tickets are invalid.

3) WestJet Remedies for Invalid Tickets

Where a Ticket is not valid as a result of the passenger's non-compliance with any term or condition of sale, with any fare rule, or with this Tariff, WestJet has the right in its sole discretion to:

- (a) cancel the entire or any remaining portion of the passenger's itinerary or Ticket without refund of any fare, fees, or charges collected;
- (b) refuse to check in or to board the passenger and/or the passenger's Baggage; or
- (c) charge the passenger for the reasonable remaining value of the Ticket, which shall be no less than the difference between the fare actually paid and the lowest fare applicable to the passenger's itinerary.

Rule 40 Persons with a Disability

A) Application

- 1) This rule applies to the transportation of Persons With A Disability on itineraries which are (i) marketed and operated by WestJet, or (ii) marketed by WestJet and operated by other parties.
- 2) For flights between points within Canada, WestJet's obligations are subject to the ATPDR, as amended.
- 3) As used in this rule, the following capitalized words and terms shall have the specified meanings attributed to them:
 - (a) "**Assistive Device**" means any medical device, Mobility Aid, communication aid or other aid that is specially designed to assist a Person With A Disability with a need related to their Disability.
 - (b) "**Bank of Seats**" means passenger seats that are immediately adjacent to each other and does not include passenger seats that are across the aisle or any combination of pod-style Business class seats.
 - (c) "**Emotional Support Dog**" means a dog that provides emotional support, comfort, or therapeutic benefits to meet the Disability-related needs of a Person With A Disability but has not been individually trained by an organization or individual specializing in such training to perform a specific task to assist a Person With A Disability with a Disability-related need. Emotional Support Dogs do not qualify as Service Dogs for transportation.
 - (d) "**Service Dog**" means a dog that has been individually trained by a person specializing in Service Dog training to do work or perform tasks to assist a Person With A Disability with a need related to their Disability. Dogs not holding the required qualifications as Service Dogs, including Emotional Support Dogs, do not qualify as Service Dogs for transportation.
 - (e) "**Support Person**" means a person who is at least 18 years of age and whose assistance is needed after departure and before arrival by a Person With A Disability because of the nature of their Disability.

B) Acceptance for Carriage

1) Determination of Self-Reliance

For the purpose of this rule, self-reliance shall mean the person is self-sufficient and capable of taking care of all their physical/mental needs during flight and does not require services other than those normally provided by WestJet to passengers in general.

WestJet will accept the determination made by or on behalf of a Person with A Disability as to the person's self-reliance, unless doing so would impose undue hardship on WestJet (e.g., if such acceptance by WestJet would jeopardize security, health, or safety).

2) Conditions of Transportation

Subject to the conditions of this rule, WestJet will not refuse to transport a Person with A Disability based solely on their Disability unless the transportation of such person would impose an undue hardship on WestJet (e.g., if transportation of such person would jeopardize security, health, or safety).

Notwithstanding the foregoing, and subject to Applicable Law, WestJet reserves the right to limit the number of Persons with A Disability, Support Persons, and Service Dogs on individual flights to ensure the security, health, and safety of flights and passengers.

3) Support Person

Subject to the ATPDR and other Applicable Law, WestJet may require that a Support Person accompany and be responsible for a Person with A Disability as a condition of providing transportation.

WestJet may validate what assistance is needed from the Support Person and whether the Person with A Disability requires assistance from its employees other than that which is normally provided by such employees to passengers in general.

Unless otherwise required by Applicable Law, a Support Person must purchase an available fare in the same cabin as the Person with A Disability requiring the Support Person. Seating of the Support Person and the Person with A Disability across an aisle, including in pod-style Business class seats, may be permitted at WestJet's sole discretion subject to WestJet's assessment of the support required for the Person with A Disability.

4) Additional Seating for Disability Accommodation

WestJet will charge a fare for only one seat when a Person with A Disability requires extra seating due to a Disability.

5) Medical Clearance

Subject to Applicable Law, WestJet reserves the right to require a medical clearance from WestJet's medical authorities or from the Person with A Disability's licensed medical doctor if travel involves a risk or hazard to the Person with A Disability or to other persons.

6) Refusal of Carriage

- (a) WestJet shall not be liable for its refusal to transport or the removal of any passenger or Service Dog, including as a result of associated refusal to accept Mobility Aids or Service Dogs in accordance with this Tariff, or for the removal of any passenger in accordance with this rule.
- (b) If WestJet refuses to transport a Person with A Disability for reasons related to their Disability, it will, at the time of the refusal, inform the person of the reasons for the refusal. Within 10 days of the refusal, WestJet will provide the Person with a Disability with a written notice setting out the reasons for the refusal.
- (c) In the case of a refusal to transport as outlined by this rule, at the request of the passenger, a refund will be issued in accordance with rule 85 - Refunds, subject to applicable fare rules.

C) Reservations: Recommended Advance Notice

- 1) WestJet recommends that all reservations for Persons with A Disability be made at least 48 hours in advance of travel, including advising WestJet as to the assistance required. It is further recommended that such 48-hour period include at least one full Business Day. Failure to provide such advance notice of requested services may reduce WestJet's ability to provide assistive services.
- 2) without such advance notice, WestJet will make every reasonable effort to provide an assistive service requested by a Person with A Disability, provided that nothing herein shall be construed as limiting the accommodations or services that WestJet is required to provide under Applicable Law.

D) Information and Document Requirements & Retention

- 1) For all flights, subject to Applicable Law, WestJet may require information or documents, including medical clearance, to substantiate the fitness to travel and to assess requested services for a Person with A Disability.
- 2) Where WestJet requires information or documentation for a request for services, it is recommended that the passenger provide this at least 48 hours before the scheduled flight departure time, and that such period includes at least one full Business Day to ensure that WestJet has sufficient time to assess such requests.

WestJet will make reasonable efforts to provide a service requested by a Person with A Disability when information or documents are not provided by the passenger with such advance notice.

- 3) If a Person with A Disability provides to WestJet documents in relation to a request by the person for a service outlined in this rule, WestJet will offer to retain, subject to the person's consent, an electronic copy of such documents for a period of at least 3 years to permit WestJet to use the

documents for the provision of the same service to the person on subsequent flights with WestJet.

E) Services Provided for Persons with Disabilities

Subject to WestJet's recommendation that required information and/or documents are provided 48-hours in advance, including at least one full Business Day, and including completion of WestJet's medical information form available on WestJet.com when required by WestJet, each as provided in this rule, WestJet will provide the following services upon request of a Person With A Disability at no additional charge unless otherwise noted below:

1) Reservation

- (a) assign a passenger seat to the person, taking into account the person's opinion with respect to which seats would best meet the person's accessibility needs;
- (b) with the advance purchase of an additional fare, but without advance seat selection fees, assign an adjacent seat in the following situations:
 - (i) when the Person With A Disability is traveling with a Support Person; or
 - (ii) when the Person With A Disability needs more than one passenger seat because of the nature of the person's Disability, for example if the person has a fused limb or is disabled by severe obesity.

2) Pre-Flight

- (a) assist the person in proceeding to the boarding area after check-in;
- (b) assist the person in proceeding through any security screening process at the terminal;
- (c) before boarding, transfer the person between the person's own Mobility Aid and a Mobility Aid provided by WestJet;
- (d) provided the person is present at the gate at the boarding time indicated on the person's boarding pass, assist in boarding, including permitting advance boarding, when the person:
 - (i) requests assistance with boarding, locating their seat, transferring between a Mobility Aid and their passenger seat, or storing carry-on Baggage;
 - (ii) is blind or has any other visual impairment, or requests a description of the layout or of the aircraft or of the location and operation of the controls at their seat; or
 - (iii) is disabled due to a severe allergy, being an allergy to an allergen that may cause a person to experience significant physical distress if they are directly exposed to the allergen, and they request cleaning their seat to remove any potential allergens.

3) During Flight

- (a) on departure and arrival assist the person in the enplaning and deplaning process, including transfer between their passenger seat and a Mobility Aid;
- (b) upon request, assist in stowing and retrieving carry-on items, including Mobility Aids and other Assistive Devices stowed in the cabin;
- (c) provide the person with assistance accessing the onboard entertainment system via their personal device or an available onboard entertainment system;
- (d) provide the person with an onboard wheelchair if equipped, and assist in its use to enable the Person With A Disability to move to and from the lavatory;
- (e) assist a semi-ambulatory person in moving to and from the lavatory, not involving lifting or carrying the person;
- (f) ensure that any public onboard announcement is made in an audio format or a visual format;
- (g) provide effective communication with passengers who have vision impairments or who are deaf or hard-of-hearing, so that these passengers have prompt access to information the carrier provides to other passengers;
- (h) assist in preparation for eating, such as opening packages and identifying food;
- (i) if the person is disabled due to a severe allergy (as defined above):
 - (i) establish a buffer zone around the seat of the person by providing the person with a seat that is in a Bank Of Seats that are not immediately adjacent to or across the aisle from the bank of seats in which the source of the allergen is located, and
 - (ii) notifying the passengers who are sitting in the same Bank Of Seats as the person that a passenger with a severe allergy is present and informing them of the allergen.

4) Post Flight

- (a) assist the person in proceeding to the general public area;
- (b) assist the person in retrieving their checked Baggage;
- (c) assist the person in proceeding to a location where the person may receive assistance from either:
 - (i) a member of the terminal operator's or the receiving carrier's personnel who may assist the person in proceeding to the zone located outside of a terminal where passengers are picked up or dropped off and that is owned, operated, leased or otherwise controlled by the terminal operator; or
 - (ii) a member of the receiving carrier's personnel who may transfer the person to another segment of the person's trip within the same airport.

F) Acceptance of Mobility Aids and Other Assistive Devices

- 1) WestJet will, on request, carry a Person With A Disability's Mobility Aid or other Assistive Device (being any medical device, communication aid, or other aid that is specifically designed to assist a Person With A Disability with a need

related to their Disability) free of charge as priority Baggage.

- 2) WestJet will make every reasonable effort to permit the person to retain their Mobility Aid until it becomes necessary to store it for carriage and will return the Mobility Aid as promptly as possible upon flight arrival at destination.
- 3) WestJet will make every reasonable effort to permit a Person with A Disability who uses a walker or manual wheelchair to store it in the passenger cabin, provided the device can be safely stowed in an approved location and does not exceed weight limits or obstruct access to safety equipment, exits, the aisle, or interfere with normal and safe flight operation.
- 4) WestJet will make every reasonable effort to permit a Person with A Disability to bring into the passenger cabin and to retain any small Assistive Device that the person needs during travel, including a cane, crutches, a communication device, an orthotic positioning device, or a portable oxygen concentrator, except to the extent that the presence or use of such a device jeopardizes security, health or safety.
- 5) Where a Mobility Aid needs to be disassembled and reassembled in order for it to be transported as carry-on or checked Baggage, WestJet will require that the passenger (i) provides the carrier with instructions for the disassembly and reassembly of the Mobility Aid, and (ii) provides any required specialized tools.

G) Refusal of Mobility Aids and Other Assistive Devices

- 1) Mobility Aid handling limits differ by aircraft type, associated loading and other equipment at the airports indicated on the itinerary, and other factors relevant to the handling of Mobility Aids. When a travel itinerary involves multiple aircraft types, the most restrictive capability applies to the entire itinerary.

To reduce the risk of damage, powered Mobility Aids must at all times be in an upright position during handling, including when being moved into the aircraft cargo or baggage storage compartment. Accordingly, powered Mobility Aid height and width dimensions are always in respect of the device in such fully upright position.

Aircraft Fleet Type	Mobility Aid Maximum Weight	Mobility Aid Maximum Dimensions (Measured when Upright)
Boeing 787 ULD Container Loaded	500 Lbs	Height: 64 inches Width: 61 inches
Boeing 787 Bulk Baggage Loaded	300 Lbs	Height: 45 inches Width: 40 inches
Boeing 737	300 Lbs	Height: 35 inches Width: 48 inches
Bombardier Q400	300 Lbs	Height: 59 inches Width: 51 inches

Please visit WestJet.com or contact WestJet for additional detailed information regarding the acceptance of Mobility Aids for specific travel itineraries, as well as the acceptance and procedures for permitted battery types for powered Mobility Aids.

- 2) WestJet will refuse to transport a Mobility Aid when:
 - (a) the weight or size of the Mobility Aid exceeds the applicable capacity limits specified in this rule;
 - (b) transportation of the Mobility Aid would jeopardize aircraft airworthiness, safety, or violate Applicable Law, including in respect of permitted battery types in the case of battery powered Mobility Aids;
 - (c) instructions and/or necessary specialized tools are not provided by the passenger in the case of a Mobility Aid which requires disassembly and/or reassembly;
 - (d) the passenger does not meet the time limits provided in rule 50 – Airport Arrival, Check In, & Boarding Times, and which are necessary to allow WestJet sufficient time to handle the Mobility Aid, provided that in such cases WestJet will make reasonable efforts to accommodate the Mobility Aid.
- 3) When WestJet refuses to transport a Mobility Aid for any of the reasons above, WestJet will:
 - (a) At the time of the refusal, inform the person of the reasons for refusal and, not later than 10 days after the day of the refusal, provide the person with a written notice setting out the reasons for the refusal; and
 - (b) Inform the Person With A Disability of alternative trips operated by WestJet to the same destination on which their Mobility Aid can be transported and offer to book this for the person at the lesser of the fare for the original trip and the fare for the alternative trip. Alternatively, the passenger may request a refund.

4) See rule 95 – Baggage Liability for limitations of liability regarding loss of, damage to, or delay in delivering Mobility Aids.

H) Service Dogs

- 1) "**Service Dog**" means a dog that has been individually trained by a person specializing in Service Dog training to do work or perform tasks to assist an individual with a Disability with a need related to their Disability. Dogs not holding the required qualifications as Service Dogs, including Emotional Support Dogs, do not qualify as Service Dogs for transportation.
 - (a) For all flights a Service Dog will require supporting documentation that is acceptable to WestJet of having been individually trained by an organization or individual specializing in Service Dog training.
- 2) Emotional Support Dogs do not qualify as Service Dogs for transportation. Emotional Support Dogs are not accepted for transport.
- 3) Service Dog Acceptance
 - (a) WestJet will, on request, accept a Service Dog for transportation and will permit the Service Dog to accompany the Person with A Disability on board the aircraft in the passenger cabin, provided that:
 - (i) the reservation requirements provided in this rule are met, including providing supporting documentation that is acceptable to WestJet regarding the certification of the dog as a Service Dog along with the task or service provided by the Service Dog; and
 - (ii) the weight and dimensions of the Service Dog are provided.
 - (b) when the weight or size of a Service Dog is such that the passenger's seat does not provide sufficient floor space for the Service Dog to lie down at the person's feet in a manner that ensures the safety and well-being of the Service Dog, the Person with A Disability, or other passengers and crew aboard the flight, WestJet will require that an Adjacent Seat be purchased to accommodate the Service Dog and that the passenger and Service Dog occupy such Adjacent Seats. Such purchase will require an additional fare, including all associated taxes, fees, and charges.

In the event that, due to the weight or size of the Service Dog, such Adjacent Seat fails to make it possible to safely transport the Service Dog in the same passenger cabin as the Person with A Disability, subject to availability WestJet will offer to transport the Person with A Disability and the accompanying Service Dog on alternate flights that can accommodate the Service Dog in the same passenger cabin as

the Person With A Disability. If no such alternate flights are available, WestJet will offer to carry the Service Dog as checked baggage pursuant to rule 65 – Animals.

- (c) To ensure that WestJet has sufficient time to assess Service Dog requests, it is recommended that required information and / or documentation be provided at least 48 hours before the scheduled flight departure time and includes at least one full Business Day.

WestJet will make reasonable efforts to accept a Service Dog for carriage if requested by a Person With A Disability if such advance notice is not met or the required information and/or documentation is not provided.

4) Responsibilities For Traveling with a Service Dog

- (a) The Person with A Disability must make all arrangements and assume full responsibility for complying with all Applicable Law, including governmental travel requirements of countries to be flown from, into, or through, in respect of the Service Dog. In particular, the person is responsible for obtaining valid health and vaccination certificates, entry permits, and all other documents and approvals required by countries, states or territories for entry or transit of any Service Dog that is to accompany the person.
- (b) when travel involves more than one carrier, it is the responsibility of the Person with A Disability to verify the policy of each carrier involved in the itinerary to ensure that the requirements of each carrier have been met and that each carrier is aware of, and has agreed to, carry the Service Dog on its own aircraft.
- (c) The Person With A Disability must ensure the use of appropriate control measures (defined as a harness or collar with a leash/tether) for the Service Dog, and it is recommended that such control measures have stitching or labelling that identifies the Service Dog as a “service animal” or “service dog”.
- (d) The Person with A Disability assumes full responsibility for the behavior of the Service Dog, including its interaction with air crew, other passengers, other animals on board, and airline property while onboard the aircraft.
- (e) In the event a Person with A Disability breaches any requirement of this rule 40 – Persons With A Disability, section H, the Person with A Disability shall indemnify WestJet, its affiliates and related entities, agents and employees of each of the foregoing and hold them harmless from and against any and all claims, actions, suits, expenses, damages, solicitor and own client costs, disbursements and liabilities of any kind arising from the carriage of a Service Dog, or from non-compliance with the Air Transportation Contract.

(f) Except as may otherwise be provided for in this Tariff, WestJet will not be liable for injury, sickness and or death of a Service Dog. Should an injury to or death of a Service Dog result from the negligence of WestJet's representatives, WestJet's liability will be limited to expeditiously providing, at its own expense, for the medical care, and if necessary, replacement of the Service Dog.

5) Refusal to Accept Service Dog

(a) WestJet may refuse to transport the Service Dog of a Person with A Disability if:

- (i) the Person with A Disability fails to have in their possession at the time of check-in valid documents which demonstrate that the Service Dog has all necessary health and vaccination certificates, entry permits, and other documents required by each country, state or territory to be entered or transited;
- (ii) the Service Dog size or weight exceeds the capability for the Service Dog to be safely positioned within the space of the person's passenger seat, and an Adjacent Seat was
 - (i) not purchased in advance and cannot be arranged due to flight capacity limitations, (ii) was not requested in time to meet the check-in and boarding time limits, (iii) is not available for purchase due to the cabin the person is travelling in (for example, an Adjacent Seat cannot be purchased for a Service Dog in the Business class cabin), or (iv) the Service Dog size exceeds the capability to be safely positioned even with an Adjacent Seat;
- (iii) the person does not have the appropriate control measures for the Service Dog as set forth in this rule;
- (iv) the Service Dog is not under the person's control; or
- (v) the Service Dog exhibits any prohibited behaviour, including but not limited to running freely, barking or growling repeatedly at other persons, biting a person, jumping on people, urinating or defecating in any airport or aircraft area, or causing significant disruption in any airport or aircraft area.

(b) WestJet shall not be liable for its refusal to transport a Service Dog or for the removal of any Service Dog and the associated passenger in accordance with this rule.

I) Actions After Refusal to Transport

If WestJet refuses to transport a Person with A Disability for reasons related to their Disability, or their Service Dog for any reason, it will, at the time of the refusal, inform the person of the reason(s) for the refusal. Within 10 days following the refusal, WestJet will provide the person with a written notice setting out the reasons for the refusal.

In the case of a refusal to transport as outlined by this rule, at the request of the passenger, a refund will be issued in accordance with rule 85 - Refunds, subject to this Tariff and applicable fare rules.

Rule 45 Minors

A) Application of Infant & Minor Status

- 1) Depending on flight dates and passenger birth dates, Minor / Infant status may apply in respect of some but not all flights of a given ticketed itinerary. For example, in the event of a round trip in which a passenger reaches their 2nd birthday between the dates of the outbound and return flights, the passenger would be considered an Infant on the outbound flights and a Minor on the return flights and the policies, terms, and conditions outlined in this tariff will apply accordingly.

B) Carriage of Infants (Minors aged less than 2 years)

- 1) An Infant must be accompanied by their parent or a passenger who is at least sixteen (16) years of age or older.
- 2) Infants are permitted to occupy the same seat as their accompanying passenger (i.e., lap-held). In such cases the Infant will be transported without fare, but taxes, fees, and other charges may apply.
- 3) Infants occupying a seat (i) must be adjacent to the accompanying passenger with both passengers in a cabin other than the Business class cabin and (ii) require the purchase of a full fare, including applicable taxes, fees, and charges.
- 4) In the event a passenger reaches their 2nd birthday after the initial flight of an itinerary but prior to subsequent flights of an itinerary, in respect of all flights after their 2nd birthday, they:
 - (a) are a Minor and not an Infant, and the policies, terms, and conditions outlined in this tariff will apply accordingly;
 - (b) do not qualify to be lap-held on board such flights and must occupy their own seat; and
 - (c) require the purchase of a full fare for the applicable flights, including applicable taxes, fees, and charges.
- 5) Required Documents: A passport is required for all Infants for international travel. Other documents (e.g., letter of travel consent signed by parent(s) or guardian(s)) may also be required, which may include, but is not limited to, when an Infant is travelling with only one parent.

C) Carriage of Minors Other Than Infants (Minors aged 2 years through 17 years)

- 1) Required Accompaniment
 - (a) Passengers 4 years of age or younger will be accepted for transportation only when accompanied on the same flight and in the same cabin by their parent or a passenger sixteen (16) years of age or older.
 - (b) Passengers 5 - 7 years of age will be accepted for transportation only when accompanied on the same flight and in the same cabin by a passenger who is twelve (12) years of age or older.
 - (c) Passengers 8 - 11 years of age will be accepted for transportation only when accompanied on the same flight and

in the same cabin by a passenger who is twelve (12) years of age or older.

(d) Passengers 12 - 17 years of age may travel alone as an adult.

2) Passengers 2 years of age and older require the purchase of a full fare, including applicable taxes, fees, and charges.

3) Minor passengers and any required accompanying passenger are responsible for presenting all required documents for travel. Documents may include, but are not limited to, a letter of travel consent signed by parent(s) or guardian(s) when a Minor is travelling with only one parent or guardian.

D) Seating Proximity for Minors

1) Seating Assignment – Reasonable Efforts

WestJet will make reasonable efforts to ensure that passengers less than 14 years of age will receive seating assignments in close proximity to a parent, guardian, or tutor accompanying them, as follows:

(a) Passengers 4 years of age or younger: in an Adjacent Seat to the parent, guardian, or tutor accompanying them, and provided both passengers will be in a cabin other than the Business class cabin in the case of Infants occupying a seat.

(b) Passengers aged 5 - 11 years: in the same row and separated by not more than one seat or directly across the aisle from the parent, guardian, or tutor accompanying them.

(c) Passengers aged 12 - 13 years: separated by not more than one row from the parent, guardian, or tutor accompanying them.

2) Timing of Seat Assignment

If WestJet is unable to assign seating in the above stated proximity before check-in, WestJet will make all reasonable efforts to facilitate seating in such proximity at check-in, failing which, WestJet will ask for volunteers at the time of boarding. If there are no volunteers, WestJet will once again ask for volunteers to change seats before take-off.

3) Passenger Responsibility

At the earliest opportunity passengers must inform WestJet, or its agent, of any passenger who will be less than 14 years of age on the date of travel to ensure that proper seating arrangements can be made.

4) Fees

Seat assignment is provided by WestJet for passengers less than 14 years of age and any accompanying passenger free of charge, however fees and/or difference in fare may apply if passengers decide to select seats other than those assigned by WestJet.

E) Unaccompanied Minor Program

WestJet offers an unaccompanied Minor program when the itinerary involves only non-stop flights between point within Canada.

with respect to the age of the Minor on the dates of travel, this program:

- (a) Is not available to any passenger less than 8 years of age,
- (b) Is mandatory for Minors aged 8 – 11 years travelling without an accompanying passenger at least 12 years of age, and
- (c) Is optional for Minors aged 12 – 17 years travelling alone.

A fee of \$100 CAD per direction for each unaccompanied Minor applies in addition to the fare and applicable taxes and other fees.

See rule 120 – Unaccompanied Minor Program Conditions, visit WestJet.com, or contact WestJet for full program details.

F) Guardian Fares Program

WestJet offers a discounted guardian fare which allows a passenger to accompany a Minor to a destination and return to their departure city within a fixed period. See rule 105 – Guardian Fares Program, visit WestJet.com, or contact WestJet for program details.

G) Limited Responsibilities of Carrier

WestJet will not assume any financial or guardianship responsibilities for any passenger that has not reached their 16th birthday beyond those applicable to an adult passenger.

Rule 50 Airport Arrival, Check In, and Boarding Times

A) Recommended Times – WestJet recommends the following for general passengers:

- 1) Passenger Check-in & Baggage Drop off: 120 minutes prior to scheduled flight departure for flights within Canada
- 2) Boarding Gate Arrival Time: 40 minutes prior to scheduled flight departure for all flights.

Note: Baggage will be accepted up to three hours before the scheduled time of flight departure at most locations.

Recommended times are subject to adjustment due to impacting factors, including but not limited to adverse weather events.

B) Time Limits & Refusal to Transport

WestJet may refuse to transport any passenger who fails to meet the time limits set out below:

- 1) Time Limits for General Passengers
 - (a) Check-in & Baggage Drop Off: 45 minutes prior to scheduled flight departure for flights within Canada.
 - (b) Boarding Gate Cutoff: 15 minutes prior to scheduled flight departure for all flights.
 - (c) Minimum Flight Connection Time: In the case of itineraries involving connections between flights where the connecting time between flights is reasonably expected to be less than the applicable minimum connecting time set by WestJet, WestJet reserves the right at its sole discretion to re-assign affected Passengers to alternate flights which provide minimum connecting times or greater. Such reassignment of affected passengers is not a denial of boarding pursuant to rule 80: Passenger Rights.

- 2) Check-in & Baggage Drop Off Time Limits for Passengers Using Special Services

Passengers whose travel involves one or more of the below circumstances must complete check-in and baggage drop off with additional time as noted below. The adjusted timing requirements are relative to the standard timing requirement provided immediately above in Section B) 1) (Time Limits for General Passengers), and WestJet may refuse to transport any passenger who fails to meet the following additional time limits:

- (a) An additional 30-minutes earlier than specified for passengers:
 - (i) using a wheelchair;
 - (ii) traveling with an extra seat;

- (iii) traveling with oversize / overweight Baggage; or
- (iv) traveling with a carry-on animal.

(b) An additional 90-minutes earlier than specified for passengers travelling with a checked Baggage animal.

Rule 55 Baggage

A) Carry-On Baggage

1) Acceptance

Due to cabin storage space and weight limitations, WestJet cannot guarantee that carry-on Baggage will be accommodated in the passenger cabin of the aircraft. Cabin storage is provided on a "first-come, first-served" basis. In the event Baggage cannot be carried in the cabin, WestJet will use reasonable efforts to carry it as checked Baggage or transport the Baggage on the next available WestJet flight.

Subject to availability of cabin space, size and weight limitations, and applicable fare rules, WestJet may accept two pieces of carry-on Baggage per passenger, being:

- (a) one piece of general carry-on Baggage; and
- (b) one personal item.

Notwithstanding the above, (i) an Infant for whom no fare has been paid (i.e. lap-held) is not entitled to travel with carry-on Baggage, and (ii) passengers holding a Basic fare type are entitled to one personal item and are not entitled to one piece of general carry-on Baggage.

2) Size Limits

Each piece of carry-on Baggage (i) must be stored in an aircraft overhead bin or placed completely underneath the seat directly in front of the passenger (if any), and (ii) may not exceed the applicable measurements as follows:

- (a) General carry-on Baggage size limit: 56 cm x 23 cm x 36 cm
(22 in x 9 in x 14 in)
- (b) Personal item size limit: 41 cm x 15 cm x 33 cm
(16 in x 6 in x 13 in)

3) Required Checking of Carry-On Baggage

For any Baggage not complying with the applicable size limits set forth above, or, in the interest of safety or space limitations within the cabin, WestJet may require that any Baggage which a passenger intends to take on-board as carry-on Baggage be surrendered and treated as checked Baggage for placement in the cargo compartment of the aircraft for travel to the passenger's destination.

Payment of applicable checked Baggage fees is required. In addition to applicable checked Baggage fees, a fee of CAD \$25.00 will apply to each piece of carry-on Baggage that must be surrendered on board the aircraft and checked because the Baggage exceeds the applicable carry-on size limits.

Applicable checked baggage fees and the additional fee do not apply if the Baggage is within the applicable carry-on size

limits, but space is not available due to limited aircraft capacity or safety reasons.

B) Checked Baggage

1) Acceptance and Transport

Checked Baggage is subject to the terms and conditions of this rule. Checked Baggage fees outlined in this rule may apply, including fees for oversized or overweight items.

Upon acceptance by WestJet, including acceptance at the boarding gate with respect to gate-checked Baggage, WestJet will issue a baggage identification tag for each piece of checked Baggage. A portion of this identification tag will be provided to the passenger. Any baggage which the passenger intends to take onboard as carry-on baggage and which the carrier requires the passenger to surrender at boarding for placement in the cargo compartment will be regarded as checked Baggage and tagged as described herein. It is the passenger's sole responsibility to ensure that all checked Baggage has the passenger's name or other personal identification affixed to it.

WestJet will only check Baggage for transport to the Final Destination or place of Stopover, as indicated on the passenger's confirmed and ticketed reservation. Further, WestJet will not check Baggage for transport to a Final Destination other than the Baggage indicated on the passenger's reservation.

2) Pieces Limit

A passenger may check a maximum of 4 pieces of Baggage for transport, with the exception of:

- (a) An Infant for whom no fare has been paid (i.e., lap-held) is not entitled to any checked Baggage.
- (b) A passenger whose itinerary includes flights operated by WestJet Encore may only check a maximum of 3 pieces of Baggage.

Notwithstanding the above, WestJet reserves the right to refuse excess Baggage when required for operational reasons.

3) Size & Weight Limits

For the purposes of this rule, the combined dimensions of an item is equal to the item's length plus the width plus the height. A piece of Baggage that exceeds the weight restriction is considered overweight Baggage, and a piece of Baggage that exceeds the combined dimensions is considered oversized Baggage.

(a) Regular Checked Baggage

Regular checked Baggage, and the associated regular checked Baggage fees when applicable, is subject to the following maximum weight and maximum combined dimensions:

- (i) Weight: 23 kg (50 lb)
- (ii) Combined dimensions: 157 cm (62 in)

(b) Oversized Checked Baggage

Oversized checked Baggage may be accepted when its combined dimensions are between 157 cm (62 in) and 203 cm (80 in), subject to space and weight limitations and payment of the applicable checked Baggage fee.

Oversized checked Baggage with combined dimensions greater than 203 cm (80 in) is not accepted for transport.

(c) Overweight Checked Baggage

Subject to space and weight limitations, and payment of the applicable checked Baggage fee, a piece of Baggage exceeding 23 kg (50 lb) may be accepted provided it does not exceed 45 kg (100 lb).

Overweight checked Baggage exceeding these limits will not be accepted for transport.

C) Additional Child and Infant Equipment

Passengers travelling with an Infant or Minor less than twelve (12) years of age may be permitted additional carry-on Baggage or checked Baggage for the Infant or Minor, as follows:

1) Lap-held Infant / No Fare

- (a) Checked or Gate Checked: Two pieces of child/Infant equipment are permitted at no charge in addition to the checked Baggage allowance for the fare class booked, size and weight limits apply.

Accepted equipment includes an approved restraint system (i.e. a car seat), a playpen or a stroller. No substitutions are permitted.

(b) Carry On: No additional allowance.

2) Infant Occupying a Seat and Minors Less than 12 Years of Age / Fare Paid

- (a) Checked or Gate Checked: One piece of child/Infant equipment may be permitted at no charge in addition to the checked Baggage allowance for the fare class booked, size and weight limits apply.

Accepted equipment includes an approved restraint system (i.e. a car seat), a playpen or a stroller. No substitutions are permitted.

- (b) Carry On: No additional allowance.

D) Sporting Equipment

WestJet accepts certain types of sporting equipment as checked Baggage.

The size and weight limits for checked Baggage provided in this rule apply to sporting equipment, however WestJet may waive oversized and/or overweight fees for certain types of sporting equipment.

WestJet treats some sets of sporting equipment as a single piece of Baggage, such as a set of hockey or ringette equipment in a single bag, provided the Baggage contains only the associated sporting equipment and no other items.

See rule 110 – Sporting, Hunting, and Fishing Equipment, visit WestJet.com or contact WestJet for further details.

E) Musical Instruments

WestJet may accept properly packaged musical instruments as either checked Baggage or carry-on Baggage, depending on the instrument's weight and combined dimensions, provided it is safe to do so. Acceptance is subject to this rule and the following terms and conditions:

1) Carry-On Baggage

A musical instrument may be permitted as one piece of a passenger's permitted carry-on Baggage. All provisions of this rule in respect of carry-on Baggage apply, including limits as to the number of pieces and size of carry-on Baggage.

Separate seats cannot be purchased for carry-on musical instruments.

Due to cabin storage space and weight limitations, WestJet cannot guarantee that a musical instrument will be accommodated in the passenger cabin of the aircraft. Cabin storage is provided on a "first-come, first-served" basis. In the event of insufficient cabin storage space, including due to an aircraft substitution, preventing the transportation of a musical instrument as carry-on Baggage, WestJet will use reasonable efforts to either transport the instrument as gate-checked Baggage or transport the instrument as checked Baggage on the next available flight.

2) Checked Baggage

A musical instrument may be transported as one piece of a passenger's permitted checked Baggage. All provisions of this

rule in respect of checked Baggage apply, including limits as to the number of pieces, size, and weight of checked Baggage.

Musical instruments which are transported as checked Baggage must be packaged in a rigid/hard shell container designed to transport such items. For string instruments, passengers are responsible for ensuring that the strings are loosened so that tension is reduced on the top and neck of the instrument.

F) Firearms and Ammunition

Acceptance of firearms and ammunition is subject to applicable fare rules and this Tariff, including the following terms and conditions:

- 1) Types Accepted: shotguns, handguns, pistols, rifles, BB guns, starter pistols, air pistols/rifles, paintball guns and related ammunition will be accepted only as checked Baggage. All other firearms and/or associated ammunition are not accepted.
- 2) Advance Notice: Passengers planning to travel with a firearm and/or ammunition must contact all operating airlines on the itinerary at least 72 hours before departure; failure to do so may result in a refusal to transport at any stage of the itinerary.
- 3) Required Documents: the passenger must hold and present all required entry permits or other documents for the country or countries of transit and destination.
- 4) Declaration: The passenger must fill out a firearms declaration form at check-in and adhere to all applicable rules and regulations pertaining to the transportation of the firearm and ammunition. Failure to do so may result in the seizure of the firearm.
- 5) Checked Baggage: Firearms must be rendered inoperable, such as with a trigger lock, and packed in a suitable hard-sided, opaque, heavy-duty container or case. Ammunition must be in a container designed for its transportation. The firearm and its ammunition may be transported in the same piece of checked Baggage provided both are in a suitable container. The ammunition may not exceed 5Kg.

Passenger(s) shall be liable to WestJet for any and all claims, damages, losses, fines, penalties, liabilities, judgements, costs and expenses of any kind or nature whatsoever (including but not limited to interest, court costs and solicitor and own client costs), which in any way arises out of or results from any costs or impacts incurred in complying with this rule, or due to a failure to comply with this rule, including but not limited to 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 Applicable Law.

This rule does not apply to officers of the law travelling in the line of duty and carrying legally prescribed sidearms or other similar weapons.

G) Baggage Fees

1) General

Pre-paid checked Baggage fees are those that are paid at the time of booking and up to 24 hours prior to the scheduled flight departure and are charged as outlined and noted below (unless exemptions are stated).

Check-In checked Baggage fees are those that are paid within 24 hours of the scheduled flight departure and are charged as outlined and noted below (unless exemptions are stated).

Subject to applicable fare rules and this Tariff:

- (a) Baggage fees are applied once per direction of travel; and
- (b) when multiple Baggage fees apply to a given piece of Baggage (e.g. a checked bag that is both oversized and overweight), payment of all applicable Baggage fees is required.

All Baggage fees are non-refundable and non-creditable, except as otherwise required under this Tariff.

Fees may vary when transacted in currencies other than that published by WestJet, see rule 20 – Currency for further details.

2) Checked Baggage: Flight itineraries between points in Canada

Checked Baggage Fees			
Fare Type	Checked Bag		
	First	Second	Each Additional
UltraBasic	\$70	\$85	\$110
Econo	\$60	\$75	\$110
Econo Flex	NO CHARGE	\$75	\$110
Premium	NO CHARGE	NO CHARGE	\$110
Premium Flex	NO CHARGE	NO CHARGE	\$110
Business	NO CHARGE	NO CHARGE	\$110
Business Flex	NO CHARGE	NO CHARGE	\$110

CAD Maximums.

Fees may be reduced or waived in some circumstances.
Fees may vary when published by WestJet or transacted in other currencies.
Please visit WestJet.com, or contact WestJet or its agent for full details.

3) Oversized Checked Baggage

Oversized checked Baggage fees are applied once per piece in each direction of travel. Each piece of checked Baggage exceeding the size limits set forth in this rule will be subject to an additional oversize checked Baggage fee of CAD \$100.00.

4) **Overweight Checked Baggage**

Overweight checked Baggage fees are applied once per piece in each direction of travel. Each piece of checked Baggage exceeding the weight limits set forth in this rule will be subject to an additional oversize checked Baggage fee of CAD \$100.00.

5) **Handling Fee**

Handling fees are applied once per piece in each direction of travel. In addition to all other applicable fees, a handling fee of CAD \$50.00 is applicable to each piece of the following types of checked Baggage:

- (a) human-powered or motor-powered pedal-driven single-track vehicles (e.g., bicycles);
- (b) firearms and ammunition; and
- (c) water sport equipment (e.g., kiteboards, paddleboards, surfboards, wakeboards, or wave skis).

6) **Excess Valuation**

At the time of transferring a checked bag to WestJet, passengers may declare excess valuation, see rule 95 – Baggage Liability for further details.

Excess valuation fees are applied once per piece in each direction of travel. The excess valuation fee is CAD \$15.00. Upon payment of the applicable fee, WestJet's maximum liability for loss/damage or destruction of each piece of such checked Baggage shall be increased to CAD \$4,000.00.

H) Refusal of Baggage

At all times the acceptance and transport of carry-on, gate checked, and checked Baggage is subject to (i) inspection at WestJet's discretion to verify contents, (ii) payment of applicable fees, (iii) operational considerations including without limitation space, size, or weight limits, and when the character of a passenger's Baggage renders it unsuitable for carriage, and (iv) safety considerations.

Safety considerations include without limitation articles which may endanger the aircraft, persons or property, are likely to be damaged by air carriage, are unsuitably or inadequately packed, or the carriage of which would violate the laws, regulations, or orders of countries or jurisdictions to be flown from, to, or over.

Unless otherwise stated herein, dangerous goods, explosives, ammunitions, corrosives and articles which are easily ignited are prohibited, including all items listed in the U.S. D.O.T hazardous materials regulations (49 CFR 100-185), the International Civil Aviation Organization technical instructions for the safe transport of dangerous goods by air, and/or the IATA dangerous goods regulations.

WestJet does not accept as Baggage or when otherwise placed in WestJet's care any valuable or item whose value is \$1 or more per gram, the loss or damage of which may cause serious harm or damage to a passenger. Further, passengers are prohibited from placing such items in Baggage or otherwise into WestJet's care without WestJet's knowledge.

WestJet reserves the right to refuse Baggage when any requirement of this rule is not met.

Passengers should contact WestJet or review its website as required for more information on the acceptance of items as Baggage. Passengers are solely responsible for ensuring their compliance with the laws and regulations of the countries of origin, transit, and destination of their itinerary.

Rule 60 Interline Baggage

A) General

For the purposes of this rule, the following terms shall have the following meanings:

"Down Line Carrier" means any carrier, other than the Selecting carrier, who is identified as providing Interline Travel to the passenger by virtue of the passenger's Ticket.

"Interline Itinerary" means all flights reflected on a Single Ticket involving multiple air carriers.

"Interline Travel" means travel on an Interline Itinerary.

"Participating Carrier(s)" means both the Selecting Carrier and Down Line Carriers who have been identified as providing Interline Travel to the passenger by virtue of the passenger's Ticket.

"Selected Carrier" means the carrier whose Baggage rules apply to the entire Interline itinerary.

"Selecting Carrier" means the carrier whose Airline Designator Code is identified on the first segment of the passenger's Ticket at the beginning of an Interline Itinerary issued on a Single Ticket whose origin or ultimate destination is in Canada.

"Single Ticket" means a document that permits travel from origin to destination, which document may include interline or Code-Share segments or end-to-end combinations (i.e., stand-alone fares that can be bought separately but combined together to form one price).

B) Application of Rule

This rule is applicable to all Interline Itineraries issued on a Single Ticket whose origin or ultimate ticketed destination is in Canada and establishes how WestJet will determine which carrier's Baggage rules apply to any passenger's entire Interline Itinerary.

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

C) Passenger Responsibility

When travelling with one of WestJet's Code-Share or interline partners, passengers are encouraged to familiarize themselves with the Baggage allowances and fees of the Code-Share or interline carrier as they may be different from WestJet's Baggage allowances and fees. WestJet will comply with applicable

regulations to ensure the appropriate Baggage allowances and fees apply throughout the passenger's entire journey.

D) Baggage Rule Determination by Selecting Carrier

1) Checked Baggage

The Selecting Carrier will:

- (a) select and apply its own Baggage rules as set out in its tariff to the entire Interline Itinerary; or
- (b) select the most significant carrier, as determined by IATA resolution 302 and conditioned by the Canadian Transportation Agency, in order for that carrier's Baggage rules, as established in its tariff, to apply to the entire Interline Itinerary.

2) Carry-on Baggage

Each Operating Carrier's carry-on Baggage allowances will apply to each flight segment in an Interline Itinerary.

Notwithstanding, the carry-on Baggage charges that will apply to the entire Interline Itinerary will be those of the Selected Carrier.

E) Baggage Rule Application by Participating Carrier

Where WestJet is not the Selected Carrier on an Interline Itinerary but is a Participating Carrier that is providing transportation to the passenger based on the Ticket issued, WestJet will apply as its own Baggage rules the Baggage rules of the Selected Carrier throughout the Interline Itinerary.

F) Disclosure of Baggage Rules

1) Summary Page at the End of an Online Purchase and E-Ticket Disclosure

- (a) For Baggage rules and provisions related to a passenger's checked Baggage, when WestJet sells and issues a Ticket for an Interline Itinerary, WestJet will disclose to the passenger on any summary page at the end of an online purchase (being the page on WestJet's website which summarizes the details of a Ticket purchase transaction) and on the passenger's itinerary/receipt and e-Ticket at the time of ticketing the Baggage information relevant to the passenger itinerary, as follows:

- (i) name of the carrier whose Baggage rules apply;
- (ii) passenger's Baggage allowance and applicable fees;
- (iii) size and weight limits of the pieces of Baggage, if applicable;
- (iv) terms or conditions that would alter or impact a passenger's standard Baggage allowances and charges (e.g., frequent flyer status, early check-in, and pre-purchasing Baggage allowances with a particular credit card);
- (v) existence of any embargoes that may be applicable to the passenger's itinerary; and

(vi) application of Baggage allowances and charges (i.e., whether they are applied once per direction or if they are applicable at each Stopover point).

The disclosed information will reflect the Baggage rules of the Selected carrier.

(b) WestJet will provide this information in text format on the passenger's e-Ticket confirmation. Any fee information provided for carry-on bags and the first and second pieces of checked Baggage will be expressed as specific charges (i.e., not as a range).

2) Website Disclosure

WestJet will disclose on its website, in a convenient and prominent location, a complete and comprehensive summary of all WestJet's own Baggage rules, including information concerning:

- (a) the maximum weight and dimensions of passenger Baggage, if applicable, both checked and carry-on;
- (b) the number of checked and carry-on passenger Baggage that can be transported and the applicable charges;
- (c) excess, overweight, and oversized Baggage charges;
- (d) charges related to check-in, collection and delivery of checked Baggage;
- (e) acceptance and charges related to special items (e.g., surf boards, animals, bicycles, etc.);
- (f) Baggage provisions related to prohibited or unacceptable items, including embargoes;
- (g) terms or conditions that would alter or impact the Baggage allowances and charges applicable to passengers (e.g., Frequent flyer status, early check in, pre-purchasing Baggage allowances with a particular credit card); and
- (h) other rules governing treatment of Baggage at Stopover points, including passengers subject to special Baggage allowances or charges.

Rule 65 Animals

A) Application

WestJet will agree to carry animals subject to the provisions of this rule. Where provisions of this rule and Tariff are not met, WestJet reserves the right to deny carriage for any animal.

This rule does not apply to qualified Service Dogs, see rule 40 – Persons With A Disability for further details.

B) General Terms and Conditions for Carriage of an Animal

1) Accompanied Animals Only

Subject to this rule, WestJet will accept an animal for carriage as carry-on Baggage or checked Baggage provided the animal is accompanied by a passenger who is not an unaccompanied Minor or an Infant.

2) Limitation of Animals on Aircraft

WestJet reserves the right to limit the number or type of animal(s) accepted for transportation on any flight, either as carry-on or checked Baggage, due to operational and/or safety considerations, including but not limited to aircraft type, animal breed characteristics which make them unsuitable for air travel, or climate conditions adverse to the well-being of animals travelling as checked Baggage. Passengers should visit WestJet's website or contact WestJet for additional details.

3) Advance Arrangements

Passengers are required to provide at least 48 hours' notice in advance of their flight departure when requesting to travel with an animal. Carriage of an animal is subject to factors including but not limited to availability and weather conditions restrictions and therefore is not guaranteed.

4) Fees

Transport of animals other than Service Dogs is subject to payment of the fees outlined in this rule, unless an exemption provided in this Tariff applies.

5) Required Documents and Permissions

Before any animal is accepted for carriage, it is the responsibility of the passenger to make all necessary arrangements to obtain valid health and vaccination certificates, entry permits, and all other documents required by countries, states or territories for entry or transit.

In the absence of any required documentation, an animal will not be accepted for carriage, and WestJet will not be liable in

the event an animal is refused entry into or passage through or exit from a country, state, or territory.

All passengers travelling with an animal must also complete a "Live Animal Declaration" form at check-in.

WestJet will not be responsible for quarantine, denied passage, or denied entry imposed by any countries, states, or territories of transit or entry. WestJet shall not be liable for the cost of returning the animal to the place of departure.

6) Multi-Carrier Itineraries

when travel involves more than one air carrier, the passenger must verify the policy of each such carrier and ensure that the requirements of each carrier have been met and that each carrier is aware of and has agreed to carry the animal on its aircraft.

7) Animal Age and Status

WestJet will not accept an animal for carriage if the animal:

- (a) in any way jeopardizes the safety of persons, including WestJet employees or passengers;
- (b) is aggressive;
- (c) is unwell;
- (d) has an offensive odour;
- (e) requires attention during transit; or
- (f) is less than eight weeks old.

WestJet recommends that passengers consult with their veterinarian before reserving travel with an animal that is in heat (estrus), pregnant, has recently given birth, or before administering any sedation or medication to an animal that is being transported as carry-on or checked Baggage.

WestJet recommends that passengers do not administer any tranquilizer or other medication to their animal before travel without first consulting a veterinarian.

8) Check In for Passengers with Animals

Passengers travelling with an animal as carry-on or checked Baggage must check-in:

- (a) with an agent at the airport of departure;
- (b) with all required documentation for the animal;
- (c) with the required kennel (see "Kennel Requirements" in this rule below); and
- (d) not later than the applicable time limit set out in rule 50 – Airport Arrival, Check In, & Boarding Times.

9) Denial of an Animal

In the event an animal is denied for travel at any point and the passenger wishes to continue to travel, the passenger will

be responsible for obtaining care or alternative transportation for the animal.

In the event an animal is denied for travel at any point and the passenger does not wish to continue to travel, refundability will be subject to applicable fare rules and this Tariff.

10) Limitation of Liability

- (a) WestJet will not be responsible in the event of loss, delay, injury, sickness or death of an animal (including a Working Dog) unless otherwise provided in this Tariff, and unless the injury, sickness or death results from the negligence of WestJet's representatives in which case WestJet's liability will be limited to expeditiously providing, at its own expense, for medical care of, and, if necessary, replacement of the animal.
- (b) The passenger assumes full responsibility for the behavior of their animal, including its interaction with persons, other animals, and property during all phases of transport. The passenger shall indemnify WestJet and shall hold it harmless against any and all claims, actions, suits, expenses, damages, solicitor and own client costs, disbursements, and liabilities of any kind arising from the carriage of passenger's animal, or from non-compliance with any of the above.

C) Additional Requirements for Animals as Carry-On Baggage or Checked Baggage

1) Animals Travelling as Carry-On Baggage

(a) One Animal Only

Only one appropriately kennelled animal is accepted per passenger for transport as carry-on Baggage.

The animal, together with the kennel containing the animal, will be considered as one piece of carry-on Baggage.

(b) Animal Type

Only appropriately kennelled birds, cats, or dogs will be accepted for transport as carry-on Baggage.

(c) Storage of Animal and Passenger Seating

The animal being transported as carry-on Baggage must remain in its kennel for the entire duration of the journey. During the flight, the kennel must be stored under the seat directly in front of the passenger and the passenger must sit in a seat which allows such storage.

Permitted seating may be restricted due to operational or safety considerations.

WestJet may require a passenger travelling with an animal as carry-on Baggage to change seats after boarding to accommodate other passengers. WestJet will reimburse applicable seat selection fees or other additional charges related to class of service differences in such cases, as applicable under this Tariff.

2) Animals Travelling as Checked Baggage

(a) Animal Type and Number

Only appropriately kennelled birds, cats, chinchillas, dogs, guinea pigs, hedgehogs, and rabbits will be accepted for transport as checked Baggage, subject to restrictions, regulations, and the custom and import or export requirements of the destination country, state, or territory. Certain animal breeds with characteristics which make them unsuitable for air travel are restricted. See rule 115 - Restricted Dog and Cat Breeds, visit WestJet.com, or contact WestJet for further details.

The animal, together with the kennel containing the animal, will be considered as one piece of checked Baggage. Accordingly, the maximum number of animals per passenger is subject to the maximum number of checked Baggage pieces per passenger as provided in this Tariff and applicable fare rules.

D) Kennel Requirements

1) General

Unless the animal is a Working Dog, the animal must be confined in a kennel provided by the accompanying passenger which complies with the applicable kennel requirements set forth in this rule.

As outlined below, kennel requirements differ for animals as carry-on Baggage and animals as checked Baggage.

Kennels are subject to inspection and approval by WestJet. WestJet reserves the right to deny transportation of any animal if the kennel does not comply with the applicable kennel requirements, or if the kennel is otherwise unsuitable.

WestJet does not provide kennels for rent or purchase.

2) Animals as Carry-On Baggage

The following kennel requirements apply where an animal is transported as carry-on Baggage:

(a) General Kennel Requirements

Animals transported as carry-on Baggage must be contained in a kennel that contains only one live animal and is:

- (i) airline-approved and specific for the purpose of animal transport aboard an aircraft;
- (ii) escape-proof, does not allow the animal's head to stick out, and is otherwise secure;
- (iii) soft-sided;
- (iv) leak-proof;
- (v) well-ventilated; and
- (vi) clean.

(b) Maximum Size

A kennel for the purposes of transporting an animal as carry-on Baggage must not exceed the following size limits:

41 cm long x 25.4 cm wide x 21.5 cm high (16 in long x 10 in wide x 8.5 in high)

If the kennel exceeds these size limits it will not be accepted as carry-on Baggage.

3) Animals as Checked Baggage

The following kennel requirements apply where an animal is transported as checked Baggage:

(a) General Kennel Requirements

Animals transported as checked Baggage must be contained in a kennel that:

- (i) is airline-approved and specific for the purpose of animal transport aboard an aircraft;
- (ii) is escape-proof, does not allow the animal's head to stick out, and is otherwise secure;
- (iii) is hard sided with a solid bottom and top, not made of wire mesh;
- (iv) is secured with the device originally intended by the manufacturer of the kennel and locking pins must engage the container beyond the extrusions by 1.6 cm (5/8 in.);
- (v) is marked with "Live Animal" and directional "This Way Up" arrows on two sides;
- (vi) has devices for lifting the kennel (e.g., handles);
- (vii) has a minimum $\frac{3}{8}$ inch protecting rim;
- (viii) does not have a plastic door;
- (ix) does not have a top loading door;
- (x) has all wheels removed;
- (xi) is leak-proof and lined with absorbent material such as a towel (newspapers, hay, wood shavings, and straw cannot be used);
- (xii) is well-ventilated; and
- (xiii) is clean.

(b) Maximum Size and weight

A kennel for the purposes of transporting an animal as checked Baggage must not exceed the following size and weight limits:

- (i) Maximum Size: 101 cm long x 68 cm wide x 76 cm high (40 in. long x 27 in. wide x 30 in. high)
- (ii) Maximum weight (kennel and animal combined): 45 kg (100 lb)

If the kennel exceeds these size or weight limits it will not be accepted as checked Baggage. Passengers may contact WestJet Cargo or other cargo services providers to investigate other transportation options in such cases.

(c) Two Animals in One Kennel

Each kennel as checked Baggage should contain only one (1) animal, provided a maximum of two (2) animals may be permitted to be shipped in one kennel on select aircraft if they are the same species, are compatible, normally cohabit, and are comparable in size (up to 14 kg/31 lbs each). Maximum total weight restrictions (animals plus kennel weight) apply. Passengers must contact WestJet for approval before travel.

E) Working Dogs

“Working Dog” means a dog that locates people or items (e.g., search, rescue, avalanche, or tracking dogs), performs specific tasks for the military or police (e.g., detection, scout, or sentry), or possesses and performs other highly specialized skills. Working Dogs are not Service Dogs.

Working Dogs that are at least eight weeks old and wearing appropriate control measures (i.e., a harness or collar with a leash or tether, issued by a professional training institution) will be permitted to travel unkennelled in the cabin of an aircraft, provided there is enough space to accommodate the Working Dog and subject to all conditions below.

Working Dogs must meet all general requirements for transportation of animals provided elsewhere in this rule as well as all requirements specific to Working Dogs in this Section E. If the applicable terms and conditions for transport of a Working Dog provided in this Section E are not met, the dog may travel as carry-on or checked Baggage, subject to the other provisions of this rule.

4) Required Documents

Documentation is required for Working Dogs (e.g. a government-issued identification card) certifying that the dog has been trained, or is in the process of being trained, by a professional Service Dog institution as a Working Dog.

WestJet may refuse to transport a dog as a Working Dog if such documents are not provided or if WestJet reasonably believes that the dog is not a Working Dog.

5) Seating for Trainer or Handler

A Working Dog must be accompanied by a trainer or handler, and they must be transporting the Working Dog for duty.

WestJet, in consultation with the Working Dog's trainer or handler, will determine where the trainer or handler will be seated to ensure that adequate space is provided to the trainer or handler and the Working Dog.

If WestJet determines it will not be possible for the Working Dog to remain on the aircraft floor within the floor space of the handler's or trainer's seat, WestJet may require the purchase of additional seating for a Working Dog as a condition of accepting the Working Dog for transport.

6) Flights Not Accepting Working Dogs

- (a) Working Dogs are not accepted on WestJet Vacations or Sunwing Vacations package bookings.
- (b) Working Dogs are not accepted in the Business cabin of any flight.

F) Animal Transport Fees

7) General

- (a) Fees include transport of an animal together with its kennel.
- (b) Fees are charged once per kennel per direction of travel.
- (c) Fees apply to Working Dogs, but not to Service Dogs.
- (d) All Baggage fees are non-refundable and non-creditable, except as otherwise outlined in this Tariff.
- (e) Fees may vary when transacted in currencies other than that published by WestJet, see rule 20 - Currency for further details.

A fee of CAD \$50.00 applies when an animal is transported as carry-on Baggage

A fee of CAD \$100.00 applies when an animal is transported as checked Baggage.

Rule 70 Refusal to Transport

A) Application

A refusal to transport a passenger occurs in situations where the passenger is not permitted to continue their journey on that flight due to the application of this rule or other rules of this Tariff. Refusal to transport can occur at the start of a journey or while the passenger is enroute to their destination.

Flight delay, flight cancellation, and denial of boarding do not constitute a situation of a refusal to transport.

B) General

1) Laws, Regulations, and Orders

At all times the passenger shall comply with all laws, regulations, orders, travel requirements of countries to be flown from, into, or over, and with all rules, regulations, and instructions of the carrier.

WestJet reserves the right to refuse carriage to any passenger or may remove any passenger at any point who has not complied in full with all Applicable Law, demands or requirements, or whose documents are not complete.

Compliance with this provision is solely the responsibility of the passenger. Accordingly, WestJet will not be liable:

- (a) to the passenger for loss or expense due to the passenger's failure to comply with this provision.
- (b) for any aid or information given by any agent or employee of WestJet to a passenger in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements, or instructions, whether given orally, in writing, or otherwise, or for the consequences to any passenger resulting from their failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements, or instructions.
- (c) if, acting in good faith, it refuses to transport a passenger based on what it understands to be Applicable Law, demands, or requirements that mandates such refusal.

2) Required Inspection

If required, the passenger must attend at an inspection of their Baggage, whether checked or uncheck, by customs or other government officials. WestJet accepts no responsibility toward the passenger if the passenger fails to observe this requirement.

Customs and immigration officials of the various countries travelled from, via, and to by the passenger and any animal being transported with the passenger, will have the final decision with respect to entry of passengers or animals, and these decisions could be different from those of WestJet when

it accepted the passenger or animal for transportation at the outset of their itinerary.

WestJet shall not be liable to the passenger for any aid, assistance, data, or other information provided to customs or other government agencies involved in border controls of any country pertaining to the passenger or passenger's travel, including in the event this prevents the passenger from travel.

3) Government Requirements

WestJet will refuse to transport or will remove any passenger at any point necessary or advisable to comply with any government regulation or governmental request for emergency transportation.

4) Event of Force Majeure

WestJet may refuse to transport or may remove any passenger at any point to address an Event of Force Majeure.

5) Search of Passenger and Property

WestJet will refuse to transport or will remove any passenger at any point if a passenger refuses to permit a search of their person or property for explosives or for concealed, prohibited, deadly or dangerous weapon(s) or article(s).

6) Proof of Identity or Age

WestJet will refuse to transport or will remove any passenger at any point if the passenger refuses a request to produce valid and unexpired government-issued photo-identification to provide proof of the passenger's age and identity. Acceptable identity documents for air travel are determined by Public Safety Canada and may be reviewed here:
<https://www.publicsafety.gc.ca/cnt/ntnl-scrt/cntr-trrrsm/pssngr-prtct/dcmnts-en.aspx>.

Note: WestJet is obligated to screen each passenger by looking at the passenger, and in particular the passenger's entire face, to determine if the passenger appears to be 18 years of age or older. WestJet is also obligated to screen each passenger who appears to be 18 years of age or older by comparing the passenger, and in particular the passenger's entire face, against one piece of valid and unexpired government-issued photo identification that shows the passenger's full name, date of birth and gender marker.

7) Immigration or Other Similar Considerations

WestJet may refuse to transport or may remove any passenger at any point if the passenger is to travel across any international boundary and:

(a) the required travel documents of the passenger, including without limitation exit, entry and other documents, are not

presented as required, incomplete, damaged, torn, delaminated, or otherwise not in order; or

(b) the passenger's embarkation, transit through, or entry into any country from, through, or to which the passenger desires transportation would be unlawful or would otherwise not be permitted for any reason.

8) **Failure to Comply with Tariff**

WestJet may refuse to transport or may remove any passenger at any point if the passenger fails or refuses to comply with the terms and conditions of this Tariff.

9) **Failure to Meet Time Limits ("No Show")**

WestJet may refuse to transport passengers who do not present themselves within the time limits provided in this Tariff, and more specifically those who have (i) failed to check-in for their flight before the check-in cut-off times, or (ii) failed to arrive at their departure gate before the boarding cut-off times.

C) Passenger Condition

1) **Capacity to Care for Self**

WestJet may refuse to transport or may remove any passenger at any point when WestJet determines, in good faith and using reasonable discretion, that the passenger's mental, cognitive, or physical condition is such as to render the passenger incapable of caring for themselves without assistance or medical treatment enroute, unless subject to and in full compliance with rule 40 – Persons With A Disability, the passenger is accompanied by a Support Person, and the passenger and Support Person comply with the provisions of rule 40 – Persons With A Disability.

2) **Medical Clearance**

When WestJet determines, in good faith and using its reasonable discretion, that a passenger's medical or physical condition involves a hazard or risk to themselves or to other persons (including, in the case of expectant mothers, unborn children) or property, WestJet may require a medical clearance from WestJet's medical authorities or from the passenger's licensed medical doctor.

If such medical clearance is not provided, WestJet may refuse to transport or may remove any passenger at any point.

All fees or charges by third parties for the completion of medical forms or certificates will be the responsibility of the passenger and at the passenger's sole cost and expense.

3) **Failure to Provide a Suitable Escort**

WestJet will refuse to transport or will remove any passenger at any point if (i) the passenger requires an escort due to a mental health condition and is under care of a psychiatric institution, or is in the custody of law enforcement personnel or other responsible authority, and (ii) the below required prior arrangements have not been made with WestJet in advance of departure of the flight.

The passenger must:

- (a) make and confirm the request for carriage with WestJet at least 48 hours before the scheduled time of departure; and
- (b) provide to WestJet any required written assurance issued by a medical authority that the passenger can be transported safely; and
- (c) ensure that the passenger's escort accompanies the passenger at all times.

Note: Acceptance of a passenger who requires an escort due to a mental health condition and is under care of a psychiatric institution or is in the custody of law enforcement personnel or other responsible authority is applicable to transportation on flights marketed and operated by WestJet only.

WestJet reserves the right to limit the number of such passengers permitted on a flight when required for safety considerations.

4) WestJet Discretion

Notwithstanding any provision otherwise in this rule or this Tariff, WestJet may at any time refuse to transport or may remove any passenger if WestJet, using its reasonable discretion, determines that the passenger has a contagious disease, has an offensive odor, or presents a biohazard risk to WestJet employees or other passengers due to emesis (vomit), urine, feces, or other bodily fluids.

D) Prohibited Conduct and Sanctions

1) Prohibited Conduct

- (a) Without limiting the generality of the preceding provisions of this rule, the following conduct of a person constitutes prohibited conduct where it may be necessary, in the reasonable discretion of WestJet, to take action to ensure the physical comfort or safety of the person, other passengers (in the future and present), WestJet's employees or air crew members, to ensure the safety of the aircraft, to ensure the unhindered performance of the air crew members in their duty on board the aircraft, or to ensure safe and adequate flight operations:

- (i) the person, in the judgement of WestJet, is under the influence of alcohol or drugs, except to the extent prescribed for the person as a patient under licensed medical care;
- (ii) the person's conduct or condition is or has been known to be abusive, offensive, threatening, intimidating, violent or otherwise disorderly and, in the judgement of WestJet, there is a possibility that the person would cause disruption or serious impairment to the physical comfort or safety of other passengers or WestJet's employees, interfere with an air crew member in the performance of their duties, or otherwise jeopardize safe and adequate flight operations;
- (iii) the person's conduct involves any hazard or risk to themselves, to other persons (including hazards or risks to pregnant individuals or to unborn children) or to property;
- (iv) the person fails to follow the instructions of the air crew, including instructions to stop any prohibited conduct;
- (v) the person is unable or unwilling to sit or remain seated in the person's assigned seat with the seatbelt fastened;
- (vi) the person smokes or attempts to smoke a cigarette, an e-cigarette, pipe, cigar, bidis or any other such item in the aircraft;
- (vii) the person uses, attempts to use, or continues to use a cellular phone, a laptop computer or another electronic device on board the aircraft after being advised to stop such use by a member of the air crew;
- (viii) the person films, photographs, or records images or data, or attempts to film, photograph, or record images or data, or continues to film, photograph, or record images or data, by any electronic means, of other passengers or air crew with or without the express consent of the person(s) being filmed, after being advised to cease such conduct by a member of the air crew;
- (ix) the person is barefoot or otherwise inappropriately dressed for air travel in the judgement of WestJet;
- (x) the person has a prohibited article or concealed or unconcealed weapons, unless the person is law enforcement or armed forces personnel who meets the qualifications and conditions established under governmental authority to carry such article or weapon in such manner on the flight; or
- (xi) the person has resisted or may reasonably be believed to be capable of resisting required escorts.

2) Sanctions – WestJet Response to Prohibited Conduct

Where, in the exercise of WestJet's judgement or discretion, WestJet determines that a passenger has engaged in, or is likely to engage in prohibited conduct as described above, WestJet may, at any time and from time to time, impose any one or more of the following sanctions:

(a) Removal of passenger

WestJet may remove a passenger at any point.

(b) Probation

WestJet may provide the passenger with notice stipulating that the passenger is to follow certain probationary conditions (e.g., to not engage in prohibited conduct), in order for WestJet to provide transport to the passenger. Such probationary conditions may be imposed for any length of time which, in the exercise of WestJet's reasonable discretion, is necessary to ensure that the passenger does not engage in prohibited conduct.

(c) Refusal to Transport

WestJet may refuse to transport a passenger. The length of this refusal to transport may range from a one-time refusal to a longer period, up to and including a lifetime ban, determined at the reasonable discretion of WestJet in light of the circumstances. Such refusal will be for a period appropriate to the nature of the prohibited conduct and until WestJet is satisfied that the passenger no longer constitutes a threat to:

- (i) the physical comfort or safety of the passenger, other passengers (in the future and present), WestJet's employees, or air crew members;
- (ii) the safety of an aircraft;
- (iii) the unhindered performance of the air crew members in their duty on board an aircraft; or
- (iv) safe and adequate flight operations.

(d) Automatic Refusal to Transport and Possible Lifetime Ban

without limiting the generality of the preceding provisions of this rule, the following conduct will automatically result in a refusal to transport, up to and including a possible lifetime ban:

- (i) the person continues to interfere with the performance of an air crew member's duties despite verbal warnings by the air crew to stop such behavior;
- (ii) the person injures an air crew member or other passenger(s), or subjects an air crew member or other passenger to a credible threat of injury;
- (iii) the person displays conduct that requires an unscheduled landing or the use of restraints such as ties and handcuffs; or
- (iv) the person repeats a prohibited conduct after receiving a notice of probation.

3) Costs Resulting from Prohibited Conduct

The remedies outlined above are without prejudice to WestJet's other rights and recourses, namely to seek recovery of any

damages resulting from the prohibited conduct or as otherwise provided in this Tariff, including recourse provided in WestJet's frequent flyer program, and to file criminal or statutory charges.

Passenger(s) who engage in any prohibited conduct as described in this rule shall be liable to WestJet for any and all claims, damages, losses, fines, penalties, liabilities, judgements, costs and expenses of any kind or nature whatsoever (including but not limited to interest, court costs and solicitor and own client costs), which in any way arises out of or results from the prohibited conduct, including but not limited to 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 Applicable Law.

E) Limitation of Liability / Recourse of the passenger

1) Limitation of Liability

Subject to rule 90 - Carrier Liability, and except as otherwise provided for in this rule and to the extent permitted by Applicable Law, WestJet shall not be liable to any passenger or other person, including with respect to refunds of unused flight coupons, for refusing to board or transport or for removing that passenger or any person on any aircraft at any point in the flight, nor shall WestJet be liable to any passenger or other person for exercising its discretion not to refuse to board or transport or remove any passenger or other person on or from the aircraft.

2) Response to Refusal to Transport / Probation

A person who is refused transport for a period of time (including a lifetime ban) or to whom a probation notice is delivered pursuant to this rule may provide to WestJet, in writing, the reasons why the person believes they no longer pose a threat to:

- (a) the physical comfort or safety of the passenger, other passengers (in the future and present), WestJet's employees, or air crew members;
- (b) the safety of an aircraft;
- (c) the unhindered performance of the air crew members in their duty on board an aircraft; and
- (d) safe and adequate flight operations.

Such written reasons may be sent to the address provided in the refusal to transport notice or the notice of probation.

WestJet will respond to the passenger within a reasonable period of time, which response will provide WestJet's assessment as to whether it remains necessary to continue the ban or maintain the probation period.

Rule 75 Schedule Irregularities

For the purpose of this rule, "**Schedule Irregularities**" means any change of schedules, flight times, routing, stops, equipment, or service that is not governed by the APPR (see rule 80 – Passenger Rights).

A) General

Schedules are not guaranteed. Flight schedules, departure and arrival times, routings, and aircraft types are subject to change, and WestJet's schedules, times and aircraft type published in timetables, advertising, or elsewhere are not guaranteed and form no part of the Air Transportation Contract. Further, WestJet will not be responsible for errors or omissions in such information.

WestJet may, at any time and in its sole discretion, with required notice to persons holding affected reservations, substitute alternate carriers or aircraft, alter the route, add Stopovers, or omit the stopping of places shown on the Ticket, and WestJet will not be liable for such changes.

No employee, agent, or representative of WestJet is authorized to bind WestJet by any statement or representation regarding the dates or times of departure or arrival, or of the operation of any flight.

B) Reasonable Efforts

WestJet will make all reasonable efforts to:

- 1) transport the passenger and their Baggage at the times indicated in their confirmed itinerary; and
- 2) inform passengers of Schedule Irregularities and, to the extent possible, the reason for the change.

C) Limitation of Liability

- 1) WestJet is not responsible for missed connections not included as part of the passenger's confirmed itinerary resulting from Schedule Irregularities.
- 2) WestJet shall not be held liable for Schedule Irregularities due to an Event of Force Majeure except as provided in this Tariff.
- 3) Except as required by Applicable Law, WestJet shall not be liable for damage occasioned by any Schedule Irregularities if WestJet proves that WestJet, and its employees and agents, took all measures that could reasonably be required to avoid the damage or if it was impossible for WestJet, or its employees or agents, to take such measures.
- 4) WestJet will make all reasonable efforts to inform passengers of Schedule Irregularities, and to the extent possible, the reason for a Schedule Irregularity, provided it is the passenger's responsibility to provide WestJet with up-to-date

contact information, and WestJet will not be liable for any loss or damage (direct, consequential, economic, or otherwise) occasioned by or arising from a passenger's failure to comply with this provision.

Rule 80 Passenger Rights

A) General

- 1) This rule only applies to Flight Disruptions and tarmac delays of WestJet operated flights, as such are set out in the APPR. In the event of a conflict between the provisions of this rule and (i) the APPR then in effect or (ii) an applicable statutory passenger rights regime or Applicable Law of jurisdictions outside of Canada to which the affected WestJet flights are subject, the APPR then in effect or such other regime or Applicable Law then in effect will prevail. For Schedule Irregularities to which the APPR does not apply, see rule 75 – Schedule Irregularities.
- 2) WestJet will comply with (i) the APPR and (ii) other applicable statutory passenger rights regimes or Applicable Law of jurisdictions outside of Canada to which affected WestJet flights are subject. If more than one statutory passenger rights regime applies, the passenger may not receive compensation under one regime if they have already received compensation under another regime for the same event.
- 3) Capitalized terms (including terms in quotation marks) used in this rule but not otherwise defined in this Tariff, shall have the meaning attributed to such terms in the APPR.
- 4) **“Flight Disruption”** as used in this rule means a delay, cancellation, or denial of boarding.
- 5) **“Required for Safety Purposes”** as used in this rule means required by law in order to reduce risk to passenger safety and includes required by safety decisions made within the authority of the pilot of the aircraft or any decision made in accordance with a safety management system as defined in subsection 101.01(1) of the Canadian Aviation Regulations but does not include scheduled maintenance in compliance with legal requirements.

B) Tarmac Delay

In the event a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, and provided compliance with this section is reasonably possible and not prevented due to circumstances outside WestJet's control such as safety, security, air traffic control, or customs control, WestJet will act as follows:

- 1) WestJet will provide passengers with the following:
 - (a) access to lavatories if the aircraft is equipped with lavatories that are in working order;
 - (b) proper ventilation and cooling or heating of the aircraft;
 - (c) if it is feasible to communicate with people outside of the aircraft, the means to do so, free of charge; and

- (d) food and drink free of charge, in reasonable quantities, taking into account the length of the delay, the time of day and the location of the airport.
- 2) If a passenger requires urgent medical assistance during a tarmac delay, WestJet will facilitate access to that assistance.
- 3) WestJet will provide an opportunity for passengers to disembark not later than:
 - (a) three hours after the aircraft doors have been closed for take-off; and/or
 - (b) three hours after the flight has landed.

Provided however, that WestJet may elect to not provide an opportunity for passengers to disembark if it is likely that the tarmac delay will not exceed 3 hours and 45 minutes and WestJet is able to continue to provide the required standard of treatment to passengers throughout the tarmac delay.

WestJet will make reasonable efforts to provide passengers with disabilities and their Support Person or Service Dog, if any, the opportunity to disembark in advance of other passengers.

C) Information to Passengers During Flight Disruptions

- 1) WestJet will provide affected passengers with the following information in the event of a Flight Disruption:
 - (a) the reason for the Flight Disruption;
 - (b) the compensation to which the passenger may be entitled for the inconvenience;
 - (c) the standard of treatment for passengers, if applicable; and
 - (d) the recourse available against WestJet, including to the Canadian Transportation Agency.
- 2) WestJet will provide affected passengers with the information set out above as soon as possible and will provide subsequent updates promptly when new information is available. In the case of delay, WestJet will provide status updates every 30 minutes until a new departure time is set or alternative travel arrangements are provided. WestJet reserves the right to update the primary reason or the most significant contributing factor as more information becomes available.

D) Denial of Boarding

In the event the number of seats that may be occupied on a flight is less than the number of passengers who hold confirmed reservations, have valid travel documentation, and have checked in by the required time and presented themselves at the boarding gate by the required time as per rule 50 - Airport Arrival, Check In, & Boarding Times, and have otherwise met all requirements of this Tariff, WestJet will seek volunteers to surrender their seat in exchange for compensation as determined by WestJet. The

method of such process, including any compensation offered and provided to volunteers, is at WestJet's sole discretion.

If a sufficient number of volunteers to resolve the situation is not found, WestJet will select passengers who will be involuntarily denied boarding. Boarding priority will be given in the following order:

- 1) a person who is an unaccompanied Minor;
- 2) a Person With A Disability and their Support Person and/or Service Dog;
- 3) passengers boarded and seated on the aircraft;
- 4) passengers travelling with their family members;
- 5) passengers previously denied boarding on the same Ticket;
- 6) passengers travelling due to death or illness of a family member;
- 7) passengers of a group reservation, including the tour conductor of the group;
- 8) passengers who are part of a WestJet Vacations or Sunwing Vacations package;
- 9) passengers whose itinerary involves a partner airline;
- 10) passengers who have purchased a business class fare or premium economy class fare;
- 11) any passenger where denied boarding would cause undue hardship; and
- 12) all other passengers, based on itinerary, the status of loyalty program membership, and fare paid or time of check-in.

E) Flight Disruptions Outside WestJet's Control

When there is a Flight Disruption due to situations outside WestJet's control, WestJet will:

- 1) provide passengers with related information in accordance with section C of this rule;
- 2) in the case of a departure delay of three hours or more, provide alternate travel arrangements or a refund, in the manner set out in the APPR and pursuant to section H of this rule, to a passenger who desires such arrangements;
- 3) in the case of a cancellation, provide alternate travel arrangements or a refund, in the manner set out in the APPR and pursuant to section H of this rule; and
- 4) in the case of an involuntary denial of boarding, provide alternate travel arrangements or a refund, in the manner set out in the APPR and pursuant to section H of this rule.

F) Flight Disruptions Within WestJet's Control But Required for Safety Purposes

When there is a Flight Disruption due to situations within WestJet's control but required for safety purposes, WestJet will:

- 1) provide passengers with related information in accordance with section C of this rule;

- 2) in the case of a departure delay of three hours or more, provide alternate travel arrangements or a refund, in the manner set out in the APPR and pursuant to section H of this rule, to a passenger who desires such arrangements;
- 3) in the case of a cancellation, provide alternate travel arrangements or a refund, in the manner set out in the APPR and pursuant to section H of this rule;
- 4) in the case where notice of the Flight Disruption is provided less than twelve (12) hours before the initial flight departure, provide:
 - (a) Food and drink in reasonable quantities when the passenger has waited two hours after the original scheduled departure time, and
 - (b) Hotel or other comparable accommodation free of charge that is reasonable in relation to the location of the passenger, as well as transportation to the hotel or other accommodation and back to the airport when the passenger is required to wait overnight outside their place of residence.

WestJet reserves the right to limit or refuse these standards of treatment and / or accommodations if they would further delay the passenger.

- 5) in the case of an involuntary denial of boarding, provide alternate travel arrangements or a refund, in the manner set out in the APPR and pursuant to section H of this rule.

G) Flight Disruptions within WestJet's Control

When there is a Flight Disruption due to situations within WestJet's control, WestJet will:

- 1) provide passengers with related information in accordance with section C of this rule;
- 2) in the case of a delay of three hours or more, provide alternate travel arrangements or a refund, in the manner set out in the APPR and pursuant to section H of this rule, to a passenger who desires such arrangements;
- 3) in the case of a cancellation, provide alternate travel arrangements or a refund, in the manner set out in the APPR and pursuant to section H of this rule;
- 4) in the case where notice of the Flight Disruption is provided less than twelve (12) hours before the initial flight departure, provide:
 - (a) Food and drink in reasonable quantities when the passenger has waited two hours after the original scheduled departure time, and
 - (b) Hotel or other comparable accommodation free of charge that is reasonable in relation to the location of the passenger, as well as transportation to the hotel or other

accommodation and back to the airport when the passenger is required to wait overnight outside their place of residence.

WestJet reserves the right to limit or refuse these standards of treatment and / or accommodations if they would further delay the passenger.

- 5) in the case of an involuntary denial of boarding, provide alternate travel arrangements or a refund, in the manner set out in the APPR and pursuant to section H of this rule.
- 6) Provide compensation to affected passengers pursuant to section I of this rule.

H) Alternate Travel Arrangements & Refunds – Further Details

Where alternate travel arrangements are provided pursuant to sections E – G of this rule, WestJet will provide comparable services to those of the original Ticket to the extent possible. WestJet will not charge any fee to a passenger who receives a higher class of service than that which they purchased, and WestJet will refund the applicable portion of a passenger's fare, fees, or charges when a passenger receives a lower class of service than that which they purchased. Required refunds will be provided pursuant to rule 85 – Refunds. Passengers may contact WestJet to review other travel options, including via WestJet's online self-service tools, in the event the alternate travel arrangements provided do not meet their travel needs or circumstances require that the passengers contact WestJet to confirm their preferred alternate travel. Passengers who do not contact WestJet in such cases will be deemed to have accepted the alternate travel arrangements provided.

Where refunds of unused flight coupons are provided pursuant to sections E – G of this rule, they will be issued in accordance with the APPR and rule 85 – Refunds. In any situation of conflict between the refund requirements set out in rule 85 – Refunds, and the APPR, the requirements of the APPR then in effect will govern to the extent there is a conflict.

I) Compensation for Disrupted Travel

- 1) If, due to a Flight Disruption within WestJet's control, a passenger arrives at their Final Destination with a delay of three hours or more, WestJet will provide compensation in the manner set out in the APPR.

A passenger is not eligible for compensation if (i) they were informed of the Flight Disruption more than 14-days before the scheduled departure time, or (ii) the Flight Disruption was outside of WestJet's control or within WestJet's control but Required for Safety Purposes.

Compensation amounts will be as set forth in the APPR in effect on the date of the applicable Flight Disruption.

In such cases the passenger must file a written request for compensation with WestJet within one year of the date of the Flight Disruption or no compensation will be paid by WestJet.

The one-year time period is a condition precedent to a claim for compensation pursuant to the APPR, and in any case where the passenger fails to file a written request for compensation within such one-year period, the passenger's right to claim compensation will be extinguished.

Passengers receiving such compensation will not also be entitled to denied boarding compensation in respect of the same flight or flights.

- 2) WestJet will provide compensation to a passenger that is involuntarily denied boarding when the involved flight has been categorized as affected by events within WestJet's control in accordance with the APPR.

Compensation amounts will be as set forth in the APPR in effect on the date of the involuntary denial of boarding. The compensation will be provided as soon as it is operationally feasible, but not later than 48 hours after the time of the denial of boarding.

Passengers receiving denied boarding compensation will not also be entitled to delay or cancellation compensation in respect of the same flight or flights.

Rule 85 Refunds

A) Application

This rule determines the availability of, and terms, conditions, and procedures for, refunds and travel credits for all fares, fees, and taxes, subject to the applicable provisions of the APPR and this Tariff.

In any situation of conflict between the refund requirements set out in this rule and the APPR (and/or Applicable Law), the requirements of the APPR (and/or Applicable Law) will govern to the extent there is a conflict.

B) General Terms, Conditions and Procedures

Subject to the APPR and all applicable fare rules:

- 1) **Time Limit:** A passenger has one year from the departure time of the scheduled flight to request a refund for transportation services purchased but not used.
- 2) **Information Required:** The passenger must present to WestJet or its authorized agent the unused flight coupons of a Ticket, an itinerary or receipt, a record locator, or a reservation number as satisfactory proof that the passenger has unused portions of a Ticket which are eligible for refund.
- 3) **UltraBasic Fare Tickets:** Unless specifically provided otherwise herein, UltraBasic fare Tickets are entirely non-refundable including associated taxes, fees and charges. UltraBasic fares hold no credit for future travel.
- 4) **Recipient of Refund per Method of Purchase:**
 - (a) For Tickets purchased directly from WestJet, refunds will be in accordance with this rule and only to the person who originally purchased the Ticket.
 - (b) For Tickets purchased through a travel agency or another airline, refund requests will be processed through such travel agency or other airline to the person who purchased the Ticket and in accordance with the applicable fare rule and may be subject to additional rules or policies of such travel agency or other airline.
- 5) **Refund Format and Currency:** Amounts to be refunded may be processed either to the original form of payment or as a travel credit, depending on the application of this rule and applicable fare rules.

For refunds to the original form of payment, refunds will be made in the currency used in the purchase of a Ticket or payment of a fee or charge, whenever possible. However, CAD refunds or refunds in the currency of the country where the passenger-initiated refund is requested may be made at the request of the passenger, provided a refund in such currency is not prohibited by local government foreign exchange control regulations.

Amounts due to passengers other than fares, fees and applicable refundable taxes shall be provided in the format elected by WestJet in its sole discretion, which may include electronic funds transfer by a method elected by WestJet.

- 6) **Travel Credit:** a travel credit means a refund in the form of a credit provided by WestJet to a passenger resulting from non-refundable Ticket changes or cancellations, or a credit provided by WestJet to a passenger for other service reasons, pursuant to this Tariff and applicable fare rules. For refunds as travel credit toward a future flight purchase, such amounts are (i) valid for one year from the date of issuance, and (ii) accepted only for future air-only reservations. For credits provided for other service reasons, such amounts are valid for one year from the date of issuance.
- 7) **Seat Selection Fees:** Subject to applicable fare rules, in the event of a passenger-initiated cancellation of all flights on the reservation made more than 2 hours before the originally scheduled time of flight departure, refund of the associated seat selection fee(s) will be provided. For passenger-initiated changes to seat selection not associated to passenger-initiated cancellation of all flights, please see rule 15: Seat Selection.
- 8) **Mileage Determination:** when mileage is required for calculation of amounts to be refunded, such as in the case of partially flown itineraries, the mileage used will be the shortest mileage covering the actual airport to airport great circle distance of each applicable flight, using the following sources in the order set out below or in combination as required:
 - 1) Air distance manual published jointly by IATA and International Aeradio Limited;
 - 2) IATA mileage manual as published by IATA; and
 - 3) Sabre flight planning system.
- 9) **Release of Liability:** Subject to the applicability of the APPR, the Montreal Convention, the Warsaw Convention (or such conventions as amended) and Applicable Law, acceptance of a refund by a passenger will release WestJet from further liability.

C) Cancellation Initiated by Passenger (Voluntary)

If a passenger cancels a reservation, the passenger may or may not be entitled to a refund of the fare, taxes, fees, and charges associated with the reservation, subject to the applicable fare rules, unless provided otherwise below.

In all cases, the most restrictive cancellation/change fees or penalties apply, unless provided otherwise below.

- 1) In the event a reservation cancellation is (i) completed within 24 hours following the reservation being made, and (ii) where the scheduled flight departure time is less than 24 hours after the time the reservation was made:

- (a) notwithstanding any applicable fare rules stating otherwise, the amount of refund will be the fare, refundable taxes, refundable fees, and refundable charges paid, less any applicable cancellation/change fee or penalty; and
- (b) the refund is issued as a travel credit.

ultraBasic fare reservations may not be refunded as provided in this clause.

- 2) In the event a reservation cancellation is (i) completed within 24 hours following the reservation being made, and (ii) where the scheduled flight departure time is greater than 24 hours after the time the reservation was made:
 - (a) notwithstanding any applicable fare rules stating otherwise, a full refund of the amount of the fare, refundable taxes, refundable fees, and refundable charges paid is available, and no cancellation/change fees or penalties apply; and
 - (b) the refund is issued to the original form of payment.

ultraBasic fare reservations may be refunded as provided in this clause.
- 3) In the event a reservation cancellation is (i) completed later than 24 hours following the reservation being made, and (ii) more than 2 hours prior to the scheduled flight departure, subject to the applicable fare rules:
 - (a) when a Ticket is fully unused, the amount of refund will be the fare, refundable taxes, refundable fees, and refundable charges paid, less any applicable cancellation/change fee or penalty.
 - (b) when any portion of the Ticket has been used (i.e., if travel has commenced), the amount of the refund will be the amount of the fare, refundable taxes, refundable fees, and refundable charges paid, in each case prorated by mileage for the flight(s) taken, less any applicable cancellation/change fee or penalty.

ultraBasic fares may not be refunded in such circumstances, see above.
- 4) Cancellations 2 hours or less prior to flight departure are not permitted for any fare type, including ultraBasic fares, and accordingly no refunds are permitted or provided.

D) Involuntary Refund

- 1) when required under Applicable Law, WestJet will provide refunds for involuntary delays, cancellations, denied boarding, and downgrades in accordance with such Applicable Law.

In any situation of conflict between the refund requirements set out in such Applicable Law and this rule, the requirements of such Applicable Law will govern to the extent there is a conflict.

UltraBasic fares and other non-refundable fare types are refundable when required by Applicable Law.

Refunds will be provided to the original form of payment unless elected otherwise by the passenger and agreed to by WestJet.

2) Amount of Refund

- (a) when a Ticket is fully unused, the amount of refund will be the fare, refundable taxes, refundable fees, and refundable charges paid, and no cancellation/change fees or penalties apply.
- (b) when any portion of the Ticket has been used (i.e., if travel has commenced), the amount of the refund will be the amount of the fare paid plus the amount of associated refundable taxes and refundable fees paid, in each case prorated by mileage for the flight(s) taken, and no cancellation/change fees or penalties apply.
- 3) No refund is owed if the passenger was refused transport for any reason pursuant to this Tariff.

E) Cancellation Due to Jury Duty

In the event a passenger is called for jury duty, a full refund of the fare, refundable taxes, refundable fees, and refundable charges paid is available, and no cancellation/change fees or penalties apply.

The passenger must present a valid jury summons. Redacted copies of the summons will be accepted provided that the passenger's name and address, and the date of jury duty are visible.

The passenger must make the request for a refund before the scheduled date of travel.

F) Cancellation Due to Death

1) Application of Rule

For the purpose of this section, reference to 'immediate family member' shall mean: aunt or uncle, child (including adopted, step, grand, and great grand), executor, parent (including step, grand, great grand, in-law, common law, and common law in-law), sibling (including step, half, in-law, common law, and common law in-law), niece or nephew, spouse (including common law, married, and same sex), or, legal guardian and spouse of legal guardian.

In the case of a reservation cancellation resulting from the death of a passenger, the death of an immediate family member of a passenger, or the death of another passenger on the same reservation, the refund restrictions contained in any applicable fare rule will not apply, and this rule will apply, provided that:

- (a) the death occurred (i) after the Ticket was purchased and prior to the commencement of travel, or (ii) after the commencement but prior to the conclusion of travel; and
- (b) WestJet has been provided with the following documents or information:
 - (i) the reservation code or Ticket identifier, flight date, and passenger name on the reservation;
 - (ii) in the case of a reservation cancellation resulting from the death of the spouse of a passenger to whom the passenger is married, a marriage certificate between the passenger and that spouse;
 - (iii) in the case of a reservation cancellation resulting from the death of a passenger or an immediate family member of a passenger, proper documentation issued and executed by the duly authorized authority in the country in which the death occurred (i.e., the authority designated by the laws of the country concerned) providing proof of the death of the passenger or of the immediate family member (e.g., a copy of the death certificate, funeral director's statement, or acknowledgement of registration issued by a governmental authority), as applicable
 - (iv) a copy of the page of the last will and testament of the deceased which determines the executor of the deceased's estate, or other supporting documentation that is requested by WestJet.

2) Amount and Form of Refund Due to Death

Subject to satisfying the requirements of section F) 1) of this rule (Application of Rule):

- (a) when a Ticket is fully unused, the amount of refund will be the fare, refundable taxes, refundable fees, and refundable charges paid, and no cancellation/change fees or penalties apply.
- (b) when any portion of the Ticket has been used (i.e., if travel has commenced), the amount of the refund will be the amount of the fare paid plus the amount of associated refundable taxes and refundable fees paid, in each case prorated by mileage for the flight(s) taken, and no cancellation/change fees or penalties apply.
- (c) The applicable refund will be provided to the passenger's estate in the case of a reservation cancellation due to the death of the passenger, and returned to the original form of payment, in any other case.

G) Involuntary Class of Service Downgrade

Except in cases of a downgrade that is caused by an event or occurrence for which WestJet is not required to provide any refund pursuant to Applicable Law, if a passenger is involuntarily downgraded to a lesser class of service than purchased and confirmed in the passenger's reservation, the passenger may elect to either:

- 1) cancel the reservation, in which case WestJet will refund the fare paid plus the amount of associated refundable taxes and refundable fees paid, in each case prorated by mileage for the flight(s) taken in the event a portion of the Ticket has been used, and no cancellation/change fees or penalties will apply; or
- 2) accept the downgrade, in which case WestJet will reimburse to the passenger the difference in price between the applicable fares, if any, for the affected flights.

The amount of any applicable downgrade refund will be determined once travel is complete.

Rule 90 Carrier 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 a single operation.

B) Personal Injury or Death

- 1) The maximum liability of WestJet for claims of death or injury is subject to local Applicable Law in most cases.
- 2) In the case of the death or injury of a passenger, WestJet may make an advance payment in the manner and amount or amounts determined by WestJet in its sole discretion. Any such advance payment shall not constitute a recognition of or admission of liability. Any such advance payment will be deducted from the payment of any settlement or judgement arising out of a claim for compensation brought by a passenger or on behalf of a deceased passenger.

C) General

- 1) To the extent that they are not superseded by an international convention or Applicable Law, carriage and services provided hereunder are subject to the Air Transportation Contract and applicable fare rule.
- 2) In no case shall WestJet's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss, in the form of receipts for reasonable expenses (or other sufficient proof acceptable to WestJet in its exercise of reasonable discretion).
- 3) WestJet shall not be liable for any special, indirect, punitive, aggravated, non-compensatory, exemplary, or consequential damages.
- 4) WestJet shall not be liable for mental distress, mental anguish, inconvenience, lost wages, loss of profit, or loss of opportunity type damages.
- 5) WestJet shall not be liable for any damages that would not have been sustained but for a person's age or mental or physical condition, including pregnancy, that presents a risk or hazard, and in the case of a pregnant person, for any damages in respect of the unborn child of that person.
- 6) Notwithstanding anything to the contrary contained in this Tariff, WestJet shall not be liable for injury and/or damages sustained by a passenger due to the negligence, acts or omissions of that passenger or the negligence, acts or omissions of any other person, including but not limited to any other passengers, air carrier, airport authority, air navigation services provider, immigration and border control, security or police services, their agents, representatives, or employees, as applicable. WestJet reserves all rights of recourse against any other person, including without limitation, claims for contribution and indemnity.

- 7) WestJet shall not be liable for any damages suffered by a passenger as a result of WestJet's compliance with Applicable Law, regulations, orders, or from the failure of the passenger to comply with Applicable Law, regulations, or orders.
- 8) Any cause of action against WestJet and/or right to damages will be extinguished unless an action is brought within two years of 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.
- 9) WestJet does not maintain, operate or provide ground transportation between airports, or between airports and city centres. Any such services are performed by independent contractors and are not and shall not be deemed to be the agents or employees of WestJet. WestJet shall not be liable for the acts or omissions of any such independent contractors.
- 10) Except as required by Applicable Law, WestJet will not be responsible or liable for any damages or loss arising from errors or omissions in this Tariff, the Air Transportation Contract or in other representations of schedules, fares, or other terms and conditions.
- 11) WestJet will not be responsible or liable for any damages or loss resulting from a passenger missing a Connection or transfer, a meeting, appointment, or any other time sensitive commitment made by the passenger or their Agent, when said commitment is not included in the itinerary set out in the Ticket.
- 12) WestJet will not be responsible or liable for a passenger missing a cruise, rail journey, or any other booking not made with WestJet 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 WestJet.

D) Claims and Third-Party Representatives

- 1) A passenger must submit claims directly to WestJet and allow WestJet 30 days for APPR claims, or such amount of time as prescribed by Applicable Law for other claims, to respond directly to the passenger before engaging third parties to claim on the passenger's behalf. Claims may be submitted via WestJet's website at: <https://www.westjet.com/en-ca/interruptions/compensation-claims>.
- 2) 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 WestJet on the passenger's behalf. WestJet may request evidence that the legal guardian or the representative has authority to submit a claim on the passenger's behalf.
- 3) A passenger may submit a claim to WestJet on behalf of other passengers on the same booking. WestJet may request evidence that the passenger has the consent of other passengers on the booking to submit a claim on their behalf.
- 4) WestJet will not consider or process claims submitted by a third-party unless: (i) the passenger concerned submitted the claim directly to WestJet and allowed WestJet time to respond as specified above, and (ii) the claim is accompanied by

appropriate documentation duly evidencing the authority of the third party to act on behalf of the passenger.

- 5) Passengers are not prohibited by this rule from consulting legal or other third-party advisers before submitting their claim directly to WestJet.
- 6) Any payment or refund will be made by the method used for the original payment and to the person who purchased the Ticket or additional service.
- 7) The passenger shall comply with all Applicable Law, regulations, orders, demands, or travel requirements of countries to be flown from, into, or over, and with all rules, regulations, and instructions of WestJet. WestJet shall not be liable for any aid or information given by any agent or employee of WestJet to any passenger in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements, or instructions, whether given orally, in writing, or otherwise, or for the consequences to any passenger resulting from the passenger's failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements, or instructions.

Rule 95 Baggage Liability

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

- 1) If the Baggage does not arrive on the same Flight as the Passenger, and if the Baggage is lost, or cannot be found for more than 21 days, or is damaged, the Carrier will provide compensation equal to or greater than the sum of the fees paid for that Baggage, plus up to 1,519 Special Drawing Rights per passenger, unless excess valuation has been purchased.

B) General

- 1) The rate for converting Special Drawing Rights into Canadian dollars shall be the International Monetary Fund 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.
- 2) In the case of loss, damage, or delay of Baggage, the liability of WestJet is determined per passenger, not per piece of Baggage.
- 3) if excess value is declared, the settlement will be for the value of the delayed Baggage or the declared sum, whichever is the lesser.
- 4) An excess valuation declaration may be purchased for checked Baggage pursuant to rule 55 - Baggage. If the passenger elects to declare an excess valuation and pays the applicable fees, then for each piece of checked Baggage for which the declaration is made WestJet's maximum liability for loss/damage or destruction of each piece of such checked Baggage shall be increased to CAD \$4,000.00.
- 5) WestJet shall not be liable for any special, indirect, punitive, aggravated, non-compensatory, exemplary, or consequential damages.
- 6) WestJet shall not be liable for mental distress, mental anguish, inconvenience, lost wages, loss of profit, or loss of opportunity type damages occasioned by loss, damage, destruction, or delay to Baggage.
- 7) No action will be taken against WestJet in case of delay in the delivery, damage, or loss of checked or uncheck Baggage unless:
 - (a) In the case of delay: the passenger must complain in writing to WestJet within 21 days from the date on which the Baggage has been placed at the passenger's disposal; or,
 - (b) In the case of damage: the passenger must complain in writing to WestJet immediately after discovery of damage, and at the latest, within 7 days from receipt of the Baggage; or,
 - (c) In the case of loss: the passenger must complain in writing to WestJet within 21 days from the date on which the Baggage should have been placed at the passenger's disposal.
 - (d) 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 unless WestJet is satisfied, acting reasonably and on the basis of proof provided by a Passenger showing that the Passenger was unable to submit a complaint within the times aforesaid, and in such case any action against WestJet must be 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) If 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.

(f) 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.

(g) The Carrier shall not be liable for the damage sustained in case of destruction or loss of, or damage to, Checked Baggage unless 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.

8) If the Passenger's Baggage is located at some point after 21 days, the Carrier will make one attempt to contact the Passenger using the contact information provided by the Passenger. If the Passenger has been provided with a settlement by the Carrier for the loss or partial loss of the Baggage, the Passenger shall be responsible for the collection or delivery of the Baggage at their own expense. If the Passenger has not yet been provided a settlement for the loss or partial loss of the Baggage, the Carrier will take steps to deliver the Baggage to the Passenger's residence/hotel as soon as possible. If the Carrier is unable to contact the Passenger, the Baggage and all contents will be donated to a charitable organization at the Carrier's discretion. If the passenger's Baggage does not arrive on the same flight as the passenger, WestJet will take steps to deliver the Baggage to the passenger's residence/hotel as soon as practicable. WestJet will take steps to inform the passenger of the status of the Baggage and will ensure the passenger has their reasonable incidentals covered or are provided an overnight kit as required. Reasonable expenses/incidentals incurred by a Passenger in such cases will be evaluated for reimbursement, provided Passengers submit a claim for reimbursement that includes detailed receipts. This does not limit or reduce the passenger's right to claim damages, if any, under the governing convention or Applicable Law.

9) In no case shall WestJet's liability exceed the actual loss suffered by the passenger (whether an excess value is declared or not). All claims are subject to proof of amount of loss, in the form of receipts for reasonable expenses, or other sufficient proof acceptable to WestJet in its exercise of reasonable discretion.

10) The Carrier shall not have any Liability under this Tariff for any loss or claim where Passenger has made a misrepresentation regarding proof of amount of loss or the circumstances regarding submission of proof of amount of loss.

C) Mobility Aids

1) If a Mobility Aid of a Person with A Disability is not retained by the person during carriage and it is damaged, destroyed, or lost during transport, WestJet will:

- (a) provide the person with a temporary replacement Mobility Aid that meets their needs in relation to their mobility and that they are permitted to use until their Mobility Aid is returned to them or is repaired or replaced or until they are reimbursed by WestJet for the loss of the Mobility Aid;
- (b) reimburse the person for any expenses they have incurred because the mobility aid was damaged, destroyed or lost or because it was not made available to them at the time of their arrival at their destination
- (c) in the case of a damaged Mobility Aid, arrange for the repair and return of the Mobility Aid to the person without delay or, in the case of a damaged Mobility Aid that cannot be adequately repaired:
 - (i) replace the damaged Mobility Aid with the same model of Mobility Aid or if the same model is not available, a model that has equivalent features and qualities of the damaged Mobility Aid and that meets the person's needs in relation to their mobility; or
 - (ii) reimburse the person for the full replacement cost of the Mobility Aid.

2) In the case of a destroyed Mobility Aid or Mobility Aid that is not returned to the person within 96 hours after their arrival at their destination:

- (a) replace the destroyed or lost Mobility Aid with the same model of Mobility Aid or if the same model is not available, a model that has equivalent features and qualities as the destroyed or lost Mobility Aid and that meets the person's needs in relation to their mobility; or
- (b) reimburse the person for the full replacement cost of the Mobility Aid.

Rule 100 Personal Data

A) Processing and Protection of Personal Data

WestJet will process personal information relating to passengers for purposes such as processing a request to book a flight, contacting passengers about bookings, including schedule changes or cancellations, identifying passengers in order to permit them to board an aircraft and reviewing medical information in order to accommodate special arrangements, where applicable. This will include sharing the personal information with third parties such as government agencies, other airlines, payment processors and service providers, when needed, including third parties located in different jurisdictions.

When passengers provide WestJet with personal information about other individuals, for example in the context of group bookings, passengers must ensure that they have the permission of those individuals to do so. Passengers should also tell these individuals to read WestJet's privacy notice if they want to find out more about WestJet's data protection practices.

For further information on WestJet's data protection practices and how WestJet processes personal information, please see WestJet's privacy notice, which is available on WestJet.com.

Rule 105 Guardian Fare Program

WestJet offers a discounted guardian fare which allows a passenger to accompany a Minor to a destination and return at a later time to collect the Minor.

The specific terms and conditions applicable to the discounted guardian fare are as follows:

A) Availability

- 1) The guardian fare is only available for one person per direction of travel who is travelling with a Minor meeting the specified requirements. Two separate people meeting the specified requirements may be designated as guardians - one person travelling on the outbound flight, and a different person traveling on the return flight.
- 2) Subject to flight availability and guardian fare availability, both as determined by WestJet in its sole discretion, a guardian fare may be reserved, provided further that:
 - (a) The guardian(s) is 18 years of age or older, and
 - (b) The accompanied Minor(s) are between 2 and 11 years of age.
 - (c) The guardian may travel with more than one Minor.
- 3) This program is not available for travel on partner operated (interline or Code-Share) flights.

B) Reservations

- 1) The guardian(s) must be assigned at the time of booking and will be fully responsible for the transportation of the Minor(s).
- 2) The fare for Minor(s) traveling on the guardian fare program is based on the available fare selected at time of reservation. No discounts are applied.
- 3) The guardian(s) will receive a fifty percent (50%) reduction off the available fare selected at the time of reservation.
- 4) The guardian's reservation is created under a separate reservation code from the Minor(s).
- 5) Guardian fare reservations can only be made and modified through WestJet's call center at 1-888-937-8538.

C) Flights

- 1) Each flight of the guardian must be on or within 24 hours of the associated flights of the Minor(s). If the next available flight is not within this 24-hour time restriction, the guardian fare will not be made available.
- 2) Once the outbound portion of the flight(s) has been taken, any cancellation of additional flights on the guardian's reservation will result in a full loss of the remaining fare, taxes, fees, charges and surcharges associated. No compensation will be issued in any form.

Rule 110 Sporting, Hunting, and Fishing Equipment

A) WestJet applies the following exemptions to the collection of oversized and/or overweight fees for checked sporting equipment. All other conditions of this Tariff and rule 55 – Baggage apply. In all cases, the checked baggage must contain the sporting equipment noted in order to qualify for the stated fee exemption.

Sporting Equipment Type	Oversized Checked Baggage Fee Applicability	Overweight Checked Baggage Fee Applicability
Fishing Equipment	Exempt	Not exempt
Golf Clubs	Exempt	Not exempt
Skis or Snowboard	Exempt	Not exempt
Hockey Equipment	Exempt	Exempt
Football Equipment	Exempt	Exempt
Ringette Equipment	Exempt	Exempt
Lacrosse Equipment	Exempt	Exempt

B) WestJet will treat each of the following items as one piece of checked baggage:

- 1) One set of hockey equipment in one equipment bag: helmet, one set of pads/player protective equipment, puck, one pair of ice skates, hockey stick(s) (multiple sticks must be taped together if they do not fit in the bag)
- 2) One set of ringette equipment in one equipment bag: helmet, one set of pads/ player protective equipment, ring, one pair of ice skates, ringette stick(s) (multiple ringette sticks must be taped together if they do not fit in the bag)
- 3) One set of lacrosse equipment in one equipment bag: helmet, one set of pads/ player protective equipment, ball, lacrosse stick(s) (multiple ringette sticks must be taped together if they do not fit in the bag)
- 4) One football set in one equipment bag: one pair of cleats, Football, Football helmet, Knee and shoulder pads
- 5) One baseball set in one equipment bag: Helmet, Glove, Bat, Ball
- 6) One golf bag containing golf clubs and one pair of golf shoes
- 7) One bowling set: Bowling bag, Bowling ball (one 10-pin ball or two 5-pin balls), one pair of Bowling shoes
- 8) One curling set in one equipment bag: One broom, uniform, gloves, one pair of shoes. Rocks are excluded.
- 9) One bicycle
- 10) One skateboard/longboard or non-motorized scooter and one helmet (longboards must be checked)
- 11) One pair of snow skis with one pair of ski poles and one pair of ski boots in a boot bag. Multiple sets of skis permitted as one set provided they are stored in the same ski bag.

- 12) One snowboard, helmet, and snowboard boots. Multiple snowboards permitted as one set provided they are stored in the same snowboard bag.
- 13) One Surfboard/Paddleboard/Kiteboard/wakeboard/wave Skiis and one paddle/oar
- 14) One Wind/Kite Surfing board and one corresponding sail or kite
- 15) One set of scuba diving set: Underwater torch (diving lamp), one pair of fins, mask, regulator, snorkel, spear gun, tank harness, tank (scuba tanks must be empty)
- 16) One fishing rod container (can contain multiple rods) and tacklebox
- 17) One kayak and one paddle/oar
- 18) One archery set: bow or crossbow in a container, container containing a quiver of arrows, and a maintenance kit
- 19) One paintball set: paintball gun or marker, mask, paintballs, hopper, air tank
- 20) One duffle type bag
- 21) One rucksack/knapsack/backpack
- 22) One sleeping bag or bed roll
- 23) One carton of fruit (such as pineapples, oranges)

c) **Antlers/Horns:** A guest can transport antlers/horns on a WestJet-operated flight if packing requirements are met. The following conditions apply:

- 1) Antlers/Horns must be padded and packed in a leak-proof, rigid box (i.e. a corrugated, rigid, or hard-shell container).
- 2) A "rack" (a combination of antlers/horns and skull) must be completely free of raw meat, blood, or odour.
- 3) The container for antlers/horns is considered part of the guest's checked baggage. Fees apply in respect of excess checked baggage pieces, oversize pieces, and overweight pieces pursuant to rule 55 – Baggage and this Tariff.

Rule 115 Restricted Dog and Cat Breeds

WestJet does not accept the following dog and cat breeds for carriage as checked Baggage:

Restricted Brachycephalic Breeds Any mix of these breeds is considered a brachycephalic breed			Restricted Strong Breeds Any mix of these breeds is considered a strong breed
Cats	Dogs		Dogs
British Shorthair	Affenpinscher	Dogue de Bordeaux	American Bulldog
Burmese	Brasileiro	English Toy Spaniel	American Staffordshire Terrier
Exotic Shorthair	Brussel Griffon	Japanese Chin	Anatolian Shepherd
Himalayan	Boston Terrier	Lhasa Apso	Bandog
Persian	Boxer	Neopolitan Mastiff	Cane Corso
Selkirk Rex	Bulldogs (all breeds)	Pekingese	Caucasian Shepherd
Scottish Fold	Bullmastiff	Pug	Doberman
	Cane Corso	Shar-pei	Dogo Argentino
	Cavalier King Charles Spaniel	Shih Tzu	Fila Brasileiro
	Chihuahua (apple-headed)	Staffordshire Bull Terrier	Mastiff (all breeds)
	Chow Chow	Tibetan Spaniel	Pitbull (all breeds)
			Presa Canario
			Rottweiler
			Staffordshire Bull Terrier
			Wolf Dog hybrids

Rule 120 Unaccompanied Minor Program Conditions

WestJet offers a supervision service for unaccompanied Minors, the “UM Service”. Age requirements for the UM Service are provided in rule 45: Minors.

WestJet reserves the right to limit the number of unaccompanied Minors per flight in its sole discretion.

The following additional conditions apply to use of the UM Service:

A) Acceptance:

- 1) Reservations are recommended to be made at least 24 hours before departure. WestJet will make reasonable efforts to accommodate requests with less advance notice.
- 2) The UM Service is not available for 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 and/or BLND, or have a Disability that may hinder their safety or security if they are not travelling with a guardian.
- 3) The UM Service is not available for Minors in the event they have previously caused an onboard issue where intervention by a crew member or a diversion resulted.

B) Reservations:

- 1) Confirmed Reservations must be booked for unaccompanied Minors.
- 2) Reservations are only available for non-stop flights wholly within domestic Canada.

C) Guardian Requirements:

- 1) The Minor must be brought to the departure airport by a legal guardian who remains with the Minor until WestJet starts providing supervision.
- 2) The guardian and the unaccompanied Minor must both have government issued photo identification.
- 3) The guardian will complete all the required documents, which include providing WestJet with satisfactory evidence that the Minor will be met at the airport of arrival by another guardian.
- 4) The guardian who will be meeting the unaccompanied Minor at the arrival airport must have government issued photo identification which will allow WestJet personnel to identify this person as the appropriate person designated to meet the Minor.
- 5) The guardian will be required to remain at the departure airport for not less than 15 minutes after the aircraft has departed.

D) Flight Disruption & Emergency:

- 1) In the event of a flight disruption, the Minor will be provided supervision by WestJet until met by a guardian at their destination. If requested by a guardian identified on the associated documentation, WestJet will return the Minor to the point of origin in the event of a flight disruption.
- 2) In case of emergency, the guardian must provide the name and phone number of a person who can be contacted and will be available during the time the Minor is in WestJet's care.

E) Carrier's Limited Responsibility

- 1) Once the Minor is under WestJet's care, the Minor will be provided supervision by WestJet until he/she is met by a guardian who can confirm to WestJet personnel by means of photo identification that they are one of the person(s) designated on the associated documentation as being a receiving guardian of the Minor.
- 2) With the exception of the service specifically provided to an Unaccompanied Minor herein, WestJet will not assume any financial or guardianship responsibilities for the Unaccompanied Minor beyond those applicable to an adult passenger.