

CTA(A) №1

Ukraine International Airlines

International Scheduled Tariff

2017

CTA(A) No. 1

Tariff Containing Rules Applicable to Scheduled Services
for the Transportation of Passengers and their Baggage

Between

Points to/from Canada (Toronto)

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Part I



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General Tariff Information

Part I – General Tariff Information

Explanation of Abbreviations, Reference Marks and Symbols

| | |
|------|---|
| \$ | Dollar(s) |
| (C) | Denotes Change which results in neither increases or decreases |
| (I) | Denotes Increase |
| (N) | Denotes Addition |
| (R) | Denotes Reduction |
| (X) | Denotes Cancellation |
| CAB | Civil Aeronautics Board of the United States (Department of Transportation) |
| CAD | Canadian Dollar(s) |
| CTA | Canadian Transportation Agency |
| EU | European Union |
| IATA | International Air Transport Association |
| ICAO | International Civil Aviation Organization |
| N/A | Not Applicable |
| No | Number |
| SDR | Special Drawing Rights |
| USD | United States Dollar(s) |

Rule 1: Definitions

“Advance passenger information system (API, APIS)” shall mean a system for electronic transfer of data about passenger which is used by the carrier and its handling agents.

“Affected Flight” means the flight involved in a schedule irregularity.

“Airport of destination (point of destination)” means an airport where, as specified in an air transportation agreement, the carriage of a passenger, baggage and/or mail shall end.

“Alternate Transportation” means another flight (or flights) on the services of the same carrier or a flight (or flights) on the services of another carrier.

“Applicable laws” means laws, resolutions, regulations and orders, as well as other statutory instruments of any state that regulate performance of air carriage of passengers and baggage from the territory, to the territory and through the territory of which carriage of passengers and baggage is performed.

“Animal in hold (AVIH)” means animals transported in the baggage hold of an aircraft as checked baggage or as cargo.

“Baggage (BAG)” means items, property and other personal possessions of a passenger that are transported on board an aircraft.

“Baggage Identification Tag” means a document issued by a carrier for identification of checked baggage.

“Baggage receipt” means that portion of a ticket, which ascertains that checked baggage was accepted for carriage.

“Bankers’ Buying Rate of Exchange or Bankers’ Selling Rate of Exchange” means:

- In Canada, the unit rate published in the Toronto *Globe and Mail* Friday edition each week, as the foreign exchange mid market rate in Canadian funds. When a national holiday falls on Friday, the rates quoted on the previous business day will be used. These rates will be applicable from Monday of the following week up to and including the following Sunday.
- In the United States, the rate published each Tuesday in the *Wall Street Journal* under the heading Foreign Exchange. This rate will be applicable from Wednesday of each week up to and including the Tuesday of the following week. When a national holiday falls on a Monday, foreign exchange rates do not appear in the Tuesday edition of the *Wall Street Journal*. In such exceptional cases, the previous week’s rates are used through Wednesday instead of Tuesday, and the Wednesday edition of the *Wall Street Journal* will be used for the period Thursday through Tuesday of the following week.

- In other countries, the rate at which a bank will purchase a given amount of foreign currency in exchange for one unit or units of the national currency of the country in which the exchange transaction takes place for the purpose of the transfer of funds through banking channels i.e., other than transactions in bank notes, travellers checks, and similar banking instruments.

“Boarding Area” means the point where the passenger’s flight coupons are lifted and kept by the carrier or the point where the carrier examines the passenger’s boarding pass prior to the passenger being permitted on the aircraft.

“Boarding Pass” includes either a paper document or an electronic document issued by the carrier to the passenger and serves as a record that the passenger has checked in for their flight and, when it shows a seat assignment, it permits a passenger to board a particular flight.

“Boarding Time Deadline” is the time limit specified by the carrier by which the passenger must be present at the designated boarding area of their flight.

“Canada” means the ten provinces of Canada, the Yukon Territory, the Districts and Islands comprising the Northwest Territories of Canada and Nunavut.

“Carrier” means Ukraine International Airlines (UIA).

“Checked Baggage” means passengers’ baggage accepted by a carrier under its responsibility for carriage and timely delivery for which the carrier issued a baggage check and a baggage identification tag.

“Check-in Deadline” means the time of check-in termination after which passengers that failed to check-in timely are not accepted to travel on the corresponding flight.

“Circle Trip” means any trip conducted in a continuous and circuitous route where the point of origin is also the ultimate destination but is not a round trip because it involves more than one stopover.

“Claim” means a written demand of an concerned person for compensation of damages (losses) resulting from domestic or international air transportation.

“Code-share” refers to a marketing arrangement in which two or more airlines i.e. marketing carrier(s) sell seats using their own airline code on a flight that one of them operates (i.e. the operating carrier).

“Comparable Air Transportation” is similar transportation provided by the carrier at no extra cost to the passenger in lieu of the passenger’s original flight reservations.

“Confirmed reservation” means a reservation that was made in the automated reservations system and confirmed by an air carrier. It is indicated in a ticket (electronic ticket) with “OK”.

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

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

“Damage” means physical or chemical changes due to which the value of baggage substantially decreased and/or that made it impossible or difficult to use it for its intended purpose in the future.

“Destination” means the ultimate stopping place according to the Ticket.

“Domestic Transportation” means transportation of passengers and/or baggage on board an aircraft between points located on the territory of Ukraine.

“Electronic ticket” means an electronic document, which includes the itinerary/receipt, issued in any manner by a carrier or on behalf of a carrier, electronic coupons and, if applicable, a boarding document.

“Electronic coupon” means part of an electronic ticket used for carriage on the relevant flight, or any other replacement document held in the carriers' database of computer reservations system.

“Electronic Miscellaneous Document (EMD)” means a document compiled according to an IATA standard for electronically documenting ancillary revenue of a carrier, that is, all other sales and transactions between carriers and passengers besides electronic tickets (for instance, excess baggage charge, charge for unaccompanied minors, etc.). EMD services may be bound to a certain flight coupon (animal transportation, excess baggage, special catering, etc.) or may be stand-alone ones (taxi, car rent, penalty for exchange, etc.).

“European Union (EU)” means any one of the sovereign nation states that have acceded to the EU. In accordance with Article 299(2) of the Treaty Establishing the EU, this tariff also applies to overseas departments, namely Guadeloupe, French Guyana, Martinique, Reunion Island, the Azores, Madeira and the Canary Islands.

“Excess baggage” means baggage which weight and/or dimensions are in excess of the free baggage allowance determined by the carrier.

“Fare” means an amount determined by a carrier for transportation of a passenger, one piece of baggage (cargo) along the respective route and for a respective service class.

“Flight Coupon” means a portion of a passenger ticket or, in case of an electronic ticket, an electronic coupon, where they indicate the corresponding points of destination and arrival between which the coupon is valid for transportation of passenger and baggage.

“Fare regulations” means fares and the application rules that are established and published by a carrier.

“Force Majeure” means any unforeseeable circumstances beyond the carrier's control, the consequences of which could not have been avoided even if all due care had been exercised including, but without limitation, meteorological and geological conditions, acts of God, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, unsettled international conditions, shortage of fuel or facilities, or labour disputes, either actual, threatened or reported.

“Ground handling entity” means an aviation operations entity that renders ground handling services.

“Handling agent” means a ground handling entity authorized by a carrier to carry out operations on ground handling of passengers and baggage.

“Immediate Family” means spouse, parents and grandparents, children and grandchildren, brothers and sisters, mother in law and father in law, brothers in law and sisters in law, daughters in law and sons in law. Adopted and step members are included in immediate family.

“International Transportation” means transportation where a departure point and destination point, regardless of whether an interruption in transportation or reloading took place or not, are located either on the territory of different countries, or on the territory of one country if a stop is planned on the territory of another country.

“Involuntary Refunds” means a refund of an unused ticket or portion or an unused miscellaneous charges order required as a result of the carrier cancelling a flight, failing to operate a flight according to schedule, failing to stop at a point to which the passenger is destined or is ticketed to stop over, or causing the passenger to miss a connecting flight, being unable to provide previously confirmed space, substituting a different type of equipment or class of service or where, because of safety or legal requirements or the condition or conduct of the passenger, carriage is refused.

“Itinerary/Receipt” means a document (documents) that is (are) part of an electronic ticket and contain(s) necessary data (reservation number, passenger's name and last name, itinerary, flight, date and time of transportation, fare and cost of a ticket, etc), notification and notices.

“Loss of baggage” means a fact of a non-delivery of baggage to the point of destination which is acknowledged by a carrier after the period of search conducted by the air carrier expires or after 21 days since a passenger filed a statement regarding the missing baggage.

“Minor” means a person who has not reached his/her 17th birthday on the date that travel commences.

“Miscellaneous Charges Order (MCO)” is a document which may be used as a future travel voucher valid for 1 year from the date of issuance. This document may also, for

instance, be issued for residual value of a ticket, collection of miscellaneous charges, refundable balances or compensation provided in the case of a denied boarding situation.

“Normal Fare” means an entirely flexible fare established for the business, premium and economy class of servicing which provides for the maximum flexibility regarding reservation of a seat, execution of a ticket, duration of a stop, stop-over, combination of fares, re-booking and change of the route, denied boarding, etc. Validity term of such fare shall be 12 months.

“Open Jaw Trip” means any trip comprising of two separate fare components with a surface break.

“Open-date Ticket” means a ticket issued to a passenger without the passenger having specified or made a decision concerning the date of travel. Travel is subject to a specific flight being selected to travel on, an actual reservation for space being confirmed in the carrier's reservation system, a boarding pass being issued and the passenger meeting all carrier-imposed restrictions.

“Origin” means the initial starting place of the journey as shown on the ticket.

“Overbooking/Oversold” means a flight where the number of passengers that have confirmed reservation and arrived for check-in before the expiry of the check-in deadline exceeds the number of seats available on the flight.

“Passenger” means a person who is carried on board an aircraft with the consent of a carrier under a transportation agreement, except for crew members and additional specialists on board an aircraft, aircraft operator employees, authorised representatives of the relevant national regulatory body and persons accompanying cargo.

“Passenger coupon” (or “passenger receipt”) means portion of a passenger paper ticket which is to be retained by the passenger after the transportation is completed and which is supplemented with notice concerning the conditions of the passenger transportation.

“Passenger with reduced mobility (PRM)” means a passenger whose mobility is reduced during transportation by air due to physical (sensory or musculo-skeletal, permanent or temporary) or mental disability, or due to any other reason, including, elderly age, whose condition requires relevant attendance and fitting his/her special need during passenger handling.

“Person with a Disability” includes any person who, by virtue of a locomotor, sensory, intellectual, or other impairment, or a mental health condition, requires services or assistance beyond those normally offered by the carrier to meet their disability-related needs.

“Personal information” means information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization.

“Property Irregularity Report (PIR)” means a document that is drawn up by a baggage tracing agent at the airport in the presence of a passenger or a person authorised by the latter immediately after revealing the fact of delay, loss, missing items, any damage caused to the baggage as result of the carriage.

“Reasonable measures” means appropriate measures taken by a carrier to prevent or minimize passenger damage.

“Reservation” means an advance booking of a seat on board an aircraft for a specific flight and date for carriage of a passenger or an advance booking of the volume and tonnage on board an aircraft for a specific flight and date for carriage of baggage, cargo.

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

“Rules of the carrier” means rules, instructions and technologies established by the carrier which are used during air carriage of passengers and/or baggage, including UIA’s Passenger and Baggage Carriage Rules, fare rules, standards and guidelines for passenger and baggage handling.

“Sales agent” means a legal entity or natural person being an entrepreneur carrying out activities on air transportation sale on instructions of a carrier or a general agent under an agreement. Entities that render agent’s services on air transportation sale shall use computer reservations systems when selling air transportation.

“Schedule Irregularities” means the following:

- a) Delays in the scheduled departure or arrival of the carrier’s flight resulting in the passenger missing his/her onward connecting flight(s) or any other delay or interruption in the scheduled operation of the carrier’s flight, or;
- b) Cancellation of flight, or omission of a scheduled stop, or;
- c) Substitution of aircraft or of a different class of service, or;
- d) Schedule changes which require rerouting of a passenger at departure time of his or her original flight.

“Scheduled flight” means a flight which is part of a series of flights involving transportation of passengers and baggage which are available for general paid use and are performed according to the officially approved schedule between the same two or more points, regardless of payload. Regular flights include additional flights of this series approved in the schedule.

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

“Service Animal” means an animal that is required by a person with a disability for assistance and is certified, in writing, as having been trained by a professional service

animal institution to assist a person with a disability and which is properly harnessed in accordance with standards established by a professional service animal institution.

“Service charge” means payment for services provided by the carrier or sales agent during reservation or purchase of a ticket via Internet or in the ticket office, in particular, for reservation and ticket issuance, assistance in selecting itinerary, reissuance or return of a ticket, payment for a ticket using certain types of bank cards and other flow of funds transactions, etc.

“Special Drawing Rights (SDR)” means an estimated currency unit used by the International Monetary Fund (IMF) and is defined as a currency basket the composition of which is reviewed by the IMF from time to time so that it would reflect a relative value of foreign currencies in the world trade and is effected in the world trade and financial systems.

“Special Fare” means a fare published by a carrier that has certain limitation as far as its application is concerned.

“Stopover” means a previously agreed between a carrier and a passenger temporary interruption of transportation at any point, except for departure and destination points.

“Tariff” means a schedule of fares, rates, charges or terms and conditions of carriage applicable to the provision of an air service and other incidental services.

“Ticket” means either a paper or electronic travel document issued by or on behalf of the carrier, which includes the passenger’s flight coupons. The ticket serves as evidence of payment of air fare and constitutes for the passenger proof of their contract of carriage. It also has detailed information to ensure proper processing and handling. In instances where a ticket exists as an electronic document, the carrier issues to the passenger, as proof of purchase, an itinerary/receipt.

“Traffic” means any persons or goods that are transported by air.

“Transfer Point” means any point at which the passenger transfers between aircraft.

“Unchecked baggage (carry-on baggage)” means passenger’s baggage which is carried in the aircraft cabin under an air carrier's permit and under passenger's custody and shall have a special tag (“Approved cabin baggage”, “Carry-on baggage”, “Cabin”, etc).

“United States of America” or the **“United States”** or the **“U.S.A.”** means the area comprising the 48 contiguous Federated States, The Federal District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, Midway and Wake Islands.

“Voluntary Refunds” means a refund of an unused or partially used ticket or an unused miscellaneous charges order (MCO) for reasons other than those mentioned under the definition of an involuntary refund.

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

Rule 5: Application of Tariff

(A) General

1. This Tariff is applicable to the transportation of passengers and their accompanying baggage using aircraft operated by Ukraine International Airlines.
2. With the approval of the Agency, the carrier may enter into code-share agreements with other air carriers whereby it will market, as its own, flights operated by those other carriers. In such cases, this tariff is applicable to the transportation of passengers and their baggage on all flights operated by other carriers yet marketed and sold as Ukraine International Airlines.
3. **Applicable to transportation**
 - (a) Air transportation will be subject to the rules, rates, fares and charges published or referred to in this tariff in effect on the date which the ticket is issued,
4. Unless the fare rule governing a specific fare basis code applicable to the transportation purchased by the passenger states otherwise, the general rules contained in this tariff will apply.
5. The content of this tariff constitutes the contract between the carrier and the passenger. Should there be a conflict between this tariff and any other document issued or posted by the carrier, this tariff will prevail.
6. No agent, employee or representative of the carrier has the authority to alter, modify or waive any provisions of this tariff.
7. The carrier's rules, regulations and conditions of carriage as found in this tariff are subject to change without notice only when required by applicable laws, government regulations, orders and requirements.
8. The carrier will be responsible for the furnishing of transportation only over its own services, including those services offered via code-share arrangements where the flight is operated by another carrier. However, when the carrier issues a ticket, baggage check, or make any other arrangements for transportation over the services of any other carrier (whether or not such transportation is part of a through service), the carrier acts only as agent for such other carrier and the tariff of that other carrier will apply. The carrier will assume no responsibility for the acts or omissions of such other carrier.
9. International transportation will be subject to the rules relating to liability established by, and to all other provisions of the Convention. In all other instances, tariff rules which are inconsistent with any provision of the Convention will, to that extent, be inapplicable to international transportation.

(B) Gratuitous Carriage

Except for the provisions of the Convention, the carrier reserves the right to exclude the application of all or any part of this tariff with respect to gratuitous carriage as stated in this tariff.

(C) Passenger Recourse

Any compensation offered to passengers is found in this tariff and is subject to applicable the Convention and the Air Carriage Agreement issued by UIA (UIA's Carriage Agreement)

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

Rule 7: Protection of Personal Information

(A) Accountability

The carrier is responsible for personal information under its control.

The carrier uses contractual means to ensure that the passenger's personal information is afforded protection whenever a third party service provider is used to perform services on the carrier's behalf, including, without limitation, services relating to information technology, data processing and storage, research, marketing, conducting surveys and customer relations. In some cases, these third party service providers may be located outside Canada and may be required to disclose information to government authorities in those countries.

Should the passenger have any questions regarding the carrier's policy with respect to the protection of personal information or concerns with respect to the carrier's handling of personal information, the carrier may be contacted at: judicial.protection@flyuia.com

The personal details database "Passengers" is located at the address: 201-203 Kharkivske Shose, Kyiv, 02121, Ukraine.

(B) Identifying Purpose of Collection

A person is obliged to provide the carrier or its sales agent with full and true data required for ADULT, INF and CHD reservations, namely: passenger's last name, first name, date of birth, sex, passport details and visa data (if an advance passenger information programme/API is in effect in accordance with the domestic legislation of the state of arrival).

Besides that, in the course of reservation and/or issuance of a ticket, a person is obliged to notify the carrier or its sales agent of the required information with regard to passenger's special transportation conditions.

It is prohibited to enter to the reservation system contact details of an agent or a third person instead of the contact details of a passenger.

If a passenger provides the carrier (its sales agent) with incomplete or false contact details, and/or if it is not possible to contact a passenger using the indicated contact details, and this being documented by the carrier or a communications enterprise, the carrier shall not bear any liability for the consequences of the passenger being untimely informed and notified of the timetable changes or other cases influencing the transportation.

If a person fails to provide the personal information in full, and/or provides false information, the passenger may be refused in reservation and/or issuance tickets for a flight/flights of the carrier.

The fact of reservation and/or issuance of a ticket effected by a person confirms that the passenger has voluntarily agreed with the reservation conditions and this Rule 7.

If a passenger fails to provide or withdraws his/her consent to personal data processing, the carrier shall be entitled to refuse to provide the passenger with the service requiring processing of the passenger's data indicated in this Section and/or refuse to transport him/her.

NOTICE OF CONSENT to personal data processing

The passenger provides the carrier (sales agent) with his/her data: last name, first name; date of birth; sex; passport details; numbers of means of communication and other possible reserve contact details, thus authorizes and gives a voluntary and unconditional consent to the processing, storage, disclosure of and access to these data by third parties, the list of which is placed on the carrier's website, including service (handling, catering) companies, airport services, regulatory bodies, security services, other carriers, computer reservation system providers, providers of flight management/control systems and of other systems used by the carrier when handling passengers and baggage according to the procedure established by the legislation, including cross-border transfer to non-residents, for the purpose of reservation, issuance/re-issuance of a ticket, transportation, ensuring provision of ground handling services of flights and passengers, implementation of the security control procedure, fulfilment of customs and border clearance procedures, receipt of additional services, arrangement of baggage tracing system and system of warning / detecting fraud with shipping documents, providing assistance regarding entrance/exit along the transportation route, information support of a passenger's journey, conducting marketing activities of the carrier and its partners with which the carrier has entered into relevant agreements, sending messages (push-messages, Viber messages, SMS-messages, messages of another type / method of transmission) to addresses specified in the passenger's contact details about services of the carrier and its partners, about pricing and marketing offers, and other necessary information specified by these Rules, and/or for the purpose of implementing other relations which require processing and/or disclosure of, and/or access to the passenger's personal data in order to timely notify and inform the passenger about transportation.

Passenger's permit to process his/her personal data involves him/her giving consent to receive messages sent by the carrier on any issue not violating or contradicting provisions of the current legislation of Ukraine at any time to the phone number provided by the passenger in the course of reservation/purchase of a ticket, or via mobile application installed on the passenger's mobile device (depending on the type / method of transmission), as well as giving consent to providing to the above-mentioned persons, including non-residents, his/her data which is done for the above-stated purpose without any additional notification, including in case of providing personal data to new persons (contracting parties) due to the fact that the carrier has entered into new agreements with them which are connected with personal data processing in accordance with the Law of Ukraine on Protection of Personal Data.

(C) Consent

In the course of reservation and/or issuance of a ticket, a person voluntarily consents to processing of passenger's personal data in the manner enabling one to make a conclusion of such consent.

In the course of reservation via the carrier's website, a person consents to processing of passenger's personal data by placing a mark confirming such consent in accordance with the set processing goal, provided that before such mark is placed, the system does not enable one to process these data.

In the course of reservation via the telephone consent to the carrier may be given orally when personal information is collected over the telephone.

Effectuated reservation and/or issuance of a ticket confirms that the passenger has voluntarily consented to personal data processing.

There may be certain circumstances where personal information can be collected, used, or disclosed without the knowledge and consent of the passenger. For example, legal, medical, or security reasons may make it impossible or impractical to seek consent. When information is being collected for the detection and prevention of fraud or for law enforcement, seeking the consent of the passenger might defeat the purpose of collecting the information. Seeking consent may be impossible or inappropriate when the passenger is a minor, seriously ill, or has a mental health condition.

Withdrawal of Consent

A passenger may withdraw consent at any time, subject to legal or contractual restrictions and reasonable notice via the e-mail. The carrier will inform the passenger of the implications of such withdrawal.

Third Party Bookings and Changes to Bookings

If a third party, including a family member, friend, or work colleague, seeks to make a booking on a passenger's behalf, that third party may be asked to provide the carrier with the same personal information that the carrier would normally collect from the passenger directly in order to complete the transaction. Unless and until the carrier is advised otherwise, the carrier considers that such a third party has the passenger's consent and authorization to provide the carrier with the passenger's personal information and make bookings (and changes thereto) on the passenger's behalf in accordance with the carrier's privacy policy set out in this tariff. Please note that the collection, use and disclosure of the passenger's personal information by a third party is subject to the passenger's dealings with the third party and any applicable privacy policies and practices the third party may have.

If a third party who has booked the passenger's current flight or other travel service or who otherwise has the passenger's full name and booking reference, contacts the carrier and seeks information on the passenger's booking or wishes to make changes to it, the carrier will disclose the passenger's booking information. The carrier will also allow such

third party to make changes to the passenger's booking as the carrier will conclude that the passenger has given the third party his or her consent to do so. If the passenger does not want a third party to be able to obtain information on or make changes to the passenger's booking, the passenger should not share the passenger's booking reference with the third party.

(D) Limiting Use, Disclosure and Retention

The knowledge and consent of the passenger are required for the collection, use, or disclosure of personal information. If the carrier uses personal information for a new purpose, the carrier will document it, to inform the passenger and to obtain the passenger's consent once again.

The carrier will not use or disclose the passenger's personal information for purposes other than those for which it was collected without the passenger's consent or as required by law. The passenger should understand that all carriers are required by security laws in several countries to give border control agencies access to passenger data. Accordingly, any information the carrier holds about a passenger and his or her travel arrangements may be disclosed to the appropriate authorities of any country on the passenger's itinerary.

Passenger information is retained for as long as necessary to fulfill the purposes for which it was collected or as required by law.

(E) Accuracy

Personal information will be as accurate, complete, and up-to-date as is necessary for the purposes for which it is to be used.

(F) Safeguards

Personal information will be protected by the carrier through security safeguards appropriate to the sensitivity of the information.

(G) Individual Access

Upon request, a passenger will be informed of the existence, use and disclosure of his or her personal information and will be given access to that information. The passenger will be able to challenge the accuracy and completeness of the information and have it amended as appropriate. Any request must be submitted via the following contact:

judicial.protection@flyuia.com

(H) Challenging Compliance

A passenger will be able to inquire or complain to the carrier about its compliance with its practices relating to the management of personal information. Inquiries or complaints may

be sent to the designated individual(s) accountable for the carrier's compliance at the following address:

judicial.protection@flyuia.com

Part II



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Before Departure

Part II – Before Departure

Rule 10: Application of Fares and Charges

(A) General

Applicable fares are those published by or on behalf of the carrier or, if not published, constructed in accordance with the carrier's tariff.

Fares and charges will apply only to air transportation between the points named on the ticket. Ground transfer services, unless otherwise specified in Rule 85, Ground Transfer Services, will be arranged by the passenger and at his/her own expense and are not subject to the terms of this tariff.

Fares, rates and charges are filed through the Airline Tariff Publishing Company (ATPCO) in Tariff PS-1 – NTA (A) No.563.

(B) Fares in Effect

1. Subject to government requirements and this tariff:

The applicable fare is the fare in effect on the date which the ticket is issued.

No increase in fares and charges will be collected or more restrictive conditions of carriage (including those related to baggage) applied in the event that an increase in fares and charges occurs or more restrictive conditions are imposed between the date of ticket issuance and the date of travel, provided:

- (i) The ticket is issued with confirmed reservations at fares and charges applicable on the date of ticket issuance for the date of commencement of travel; and,
- (ii) The confirmed ticketed reservations are not changed at the passenger's request. Should the passenger request a change to the ticketed reservations then the passenger will be obliged to pay the difference in the fares or be subject to the more restrictive conditions imposed as a result of the change;

If, after a ticket has been issued, a decrease in fares and charges applicable to the transportation covered by the ticket becomes effective, no refund in whole or in part of the original fare will be permitted unless otherwise specified in the applicable fare rule associated with the fare.

(C) Routing

1. Unless otherwise provided in the carrier's tariff, fares apply only to their associated routing. If there is more than one routing associated with a fare, the passenger, prior to their ticket being issued, may specify the routing they prefer. If no routing is specified, the carrier may determine the routing. *(See Rule 50, Routings)*
2. HIP do not apply.

(D) Taxes and Charges

Any tax or charge imposed by government or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and will be payable by the passenger, except as otherwise provided in the carrier's tariff. *(See Rule 15, Taxes)*

(E) Currency of Fares

1. All fares and charges are stated in Canadian dollars for travel commencing in Canada.
2. All fares and charges are stated in U.S. dollars for travel commencing in the United States.
3. All fares and charges, for travel commencing outside Canada or the United States, are stated in the local currency of the country where travel commences, except to the extent that IATA rules provide for the establishment of fares in another currency.

Rule 15: Taxes

(A) General

1. Taxes imposed by governments are payable by the passenger and are in addition to the published or constructed fare.
2. At the time of the ticket purchase, the passenger will be advised by the carrier of all the taxes appearing on the ticket.
3. Taxes will be shown separately on the ticket.
4. The conditions under which taxes are imposed, collected or refunded are established by the taxing authority (domestic or foreign) and in all cases will be respected. As a result, the carrier will either collect new or higher amounts or refund all or a portion of the tax paid based on the conditions imposed by the taxing authority.

Rule 20: Methods of Payment

(A) General

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

1. Cash in currencies acceptable to the carrier
2. Credit card (Visa, Visa Electron, MasterCard, American Express, Diners Club International, Discover, UATP, Maestro UK, and Maestro International (excluding Ukraine)).
3. Bank debit card, where facilities permit (Visa, Visa Electron, MasterCard, American Express, Diners Club International, Discover, UATP, Maestro UK, and Maestro International (excluding Ukraine)).
4. MCOs (Miscellaneous Charges Order)
5. Travel miles (earned under conditions of UIA's loyalty program "Panorama Club").

Rule 25: Currency of Payment

(A) General

1. Currency provisions are subject to government regulations and applicable foreign exchange regulations.
2. When travel commences in Canada, payment for tickets will be in Canadian dollars at the Canadian dollar fare, or its equivalent in other currencies converted to Canadian dollars at the Bankers' Buying Rate of Exchange.
3. When travel originates outside Canada but payment is made in Canada, the published fare in anything other than Canadian dollars will be converted to Canadian currency at the Bankers' Buying Rate of Exchange.
4. When travel originates outside Canada and payment is not made in Canada, the published fare will be converted to local currency at the Bankers' Buying Rate of Exchange.

Rule 30: Classes of Service

(A) Business Class or Class “C”

1. The Business Class section will be located in the area of the aircraft designated by the carrier as Business Class.
2. Separate check-in facilities will be provided for passengers in Business Class seating where such facilities exist.
3. Passengers seated in the Business Class section will be provided Business Class service.
4. Passengers of business class shall be serviced in separate cabin located in the forward section of the aircraft.
5. Layout of the business class cabin depends on the type of the aircraft being operated. The number of seats in the business class cabin depends on the layout of the aircraft.
6. Passengers of business class shall be provided with the following additional servicing: individual set of magazines and newspapers, a blanket, a pillow (regardless of flight duration), a separate lavatory, a warm, wet napkin to clean hands before taking meals, high-calorie meals with a possibility for a passenger to choose meals, choice of alcoholic and soft drinks.

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(B) Premium Economy Class (Comfort Class) or Class “W”

1. The Premium Economy Class (Comfort Class) cabin is available for the long-haul flights operated.
2. The Premium Economy Class (Comfort Class) section shall be located in the forward part of the aircraft behind the Business Class cabin, if any. This cabin shall be separated from the Business Class cabin and the Economy Class cabin with a partition-wall (hard or soft).
3. For passengers holding PS tickets with booking classes S and E with departure date on/after 01 DEC 2018 the services of Premium Economy Class will be provided in the Economy Class Cabin.
4. Premium Economy Class (Comfort Class) shall mean a class of enhanced comfort with the following standards of services: catering, soft drinks, alcoholic beverages, baggage allowance established by the carrier for this class of service.
5. Standards of catering, soft drinks and alcoholic beverages shall be fixed by the carrier depending on the flight duration and distance.

(C) Economy Class or Class “S”

1. The Economy Class section will be located in the area of the aircraft designated by the carrier as Economy Class.
2. The Economy Class cabin shall be located behind the Business Class cabin or Premium Economy Class (Comfort Class) cabin, if any.
4. Passengers seated in the Economy Class section will be provided Economy Class service.
5. The Economy Class cabin has standard seats.
6. Services regarding provision of passengers with catering and soft drinks shall be rendered according to standards and rules set by the carrier

Rule 35: Capacity Limitations

(A) General

1. A reservation for space on a given flight is valid only when the availability and allocation of that space is confirmed by the carrier and the passenger has paid the appropriate fare and a ticket has been issued for that space.
2. On any given flight, the carrier may limit the number of passengers carried at any given fare. All fares will not necessarily be available on all flights. The number of seats which the carrier shall make available on a given flight will be determined by the carrier's best judgment as to the anticipated total number of passengers on each flight.

Rule 40: Reservations

Note: In the case of code-share, the rules applicable to a passenger's transportation, and that of their baggage, are those of the carrier identified on the passenger's ticket and not of the carrier operating the flight.

(A) General

1. A reservation for space on a given flight is valid when the availability and allocation of the space is entered into the carrier's reservation system and a confirmation number/code is obtained which authenticates the reservation.
2. The carrier will only issue a ticket against a valid reservation. Subject to payment or other satisfactory arrangement and passenger compliance with the check-in time limits set out in paragraph (F) below, a ticket will be issued to the passenger by the carrier or agent of the carrier indicating that the passenger is holding confirmed space for the flight(s) shown on the ticket. The ticket will only apply between the points named on the ticket and the flight coupons that are presented.
3. A passenger who is holding an unused open-date ticket or a portion of that ticket or an MCO for onward travel, or who wishes to change his or her their reservation for another date, will not be entitled to any preferential right to secure a new reservation.

(B) Seat Assignment

1. The carrier does not guarantee the assignment of any particular space on the aircraft.
2. Seat selection:
 - (a) For the passenger's comfort, CARRIER offers the seat selection service on its flights:
 - in the process of booking flight tickets on www.flycarrier.com, at the CARRIER Contact Center and ticket offices;
 - if the passengers has already purchased the tickets – at the CARRIER Contact Center and ticket offices;
 - at the airport of departure at the CARRIER;
 - on board (emergency and 1st row only).
 - (b) Seat selection service is complimentary for **Premium Economy** and **Business Class** passengers.

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Economy class passengers may choose seats on board for an extra fee.

Reference: Please check Attachment 1 (point 1) for Seat Selection fees.

PLEASE NOTE: As long as the payment for seat selection has not been made, CARRIER reserves the right to unilaterally change the terms and conditions of seat selection, including the fee, at any time and without prior notice.

Seat selection is not available to deportees and persons under police escort, and persons who accompany them, as well as to passengers who were denied entry to a country of destination.

In compliance with aviation safety requirements, special terms of seating apply to passengers with disabilities on board CARRIER aircraft. Before selecting and paying for seats for passengers with disabilities, please get in touch with our Contact Center for details.

(c) Seat selection in the first row in Economy Class is not available to:

- passengers with children under 5 years of age, except for CARRIER flights to/from the USA, China, Thailand, Sri Lanka, India, Canada
- passengers travelling with pets in the cabin.

(d) Conditions of seat selection in an emergency row:

- seats in an emergency row are located near an emergency exit;
- in exceptional cases, a passenger occupying a seat in an emergency row may be asked to assist in opening the emergency exit door. Therefore, such a passenger has to meet the following criteria: to be at least 16 years of age and in good physical shape, i.e. the passenger's physical condition allows him to assist other people in the event of an evacuation and will not result in injuries or damage to his health, to be able to understand printed or verbal instructions in Ukrainian or English. The passenger must be able and willing to assist in case of evacuation. Passengers who have chosen the seats in an emergency row, will be checked for compliance with the above-mentioned criteria.

(e) For safety reasons, the seat selection in an emergency row is not available to the following categories of passengers:

- passengers with children under 16 years of age;

- children under 16 years of age travelling unaccompanied by adults;
- passengers who have purchased an extra seat, in particular, for carrying hand baggage / musical instrument etc;
- pregnant women;
- passengers with disabilities;
- passengers travelling with pets in the cabin;
- passengers whose physical parameters do not allow them to fit in one passenger seat on board the aircraft, to fasten a seat belt due to its insufficient length, or to lower the armrests of their seats.

3. Refunds of Seat selection fees:

Seat selection fee may be refunded at the passenger's request in the following cases:

- the passenger is not provided with the selected and paid seat through the fault of CARRIER, including the cases when he/she was not provided with the same seat on an alternative flight as the one selected and paid for the flight that was cancelled, postponed, or delayed;
- if a passenger was refused carriage through the fault of CARRIER;
- if a passenger was refused carriage due to his/her illness or an illness of the members of his/her family who are travelling with him/her, which prevents the passenger taking the flight or taking the selected seat, if a duly issued certificate from the healthcare institution is provided.

In other cases, the fee for the seat selection is not refunded, including the following cases:

- the passenger has selected a seat that cannot be granted in accordance with these terms and conditions, including for safety reasons;
- the passenger refused to take a selected seat, not through the fault of CARRIER;
- the passenger has not taken the trip for reasons beyond the control of CARRIER, except for the cases indicated above;
- the passenger was refused a transportation due to violation of following the CARRIER'S instructions associated with assurance of the flight safety, comfort and quality of transportation of other passengers.

- the passenger did not show up at check-in or at boarding the aircraft through his/her fault.

Refund rules and procedures:

Refunds are granted at the place of payment for seat selection at CARRIER ticket offices, via the CARRIER Contact Center or at CARRIER customer relations department in the currency of the payment, or in an equivalent agreed with the passenger.

If the payment was made by electronic transfer of funds (a bank card), the funds are returned to the card from which the payment was made.

Refunds are made on the basis of **a receipt** and identity documents.

Refunds are made to the person specified in **the receipt**, or to the account from which the payment was made. If there is no information about the payer, the refund is granted to the passenger.

Refunds are granted within 7 days after the passenger's application (presenting the correspondent documents to a ticket office at the place of seat selection, receiving the passenger's application for a refund by CARRIER). In case of impossibility to return money in the specified period, the refund is paid at other term as agreed with the passenger.

CARRIER has the right to refuse a refund if the passenger applies for it in more than 1 year after the date of the respective receipt was issued.

(C) Cancellation of Reservations

The carrier shall have the right to cancel reservation, if such action is necessary:

- in connection with observance of applicable laws of the country of departure, arrival or transit;
- to ensure the requirements of the relevant governmental authorities of Ukraine or the state of departure, arrival or transit;
- due to the passenger's behaviour, age, psychical or physical condition, there are reasons to presume that the passenger:
 - requires special aid from the carrier which was not orders or which the carrier cannot render to him / her due to certain circumstances;
 - will cause discomfort to other passengers;
 - will cause emergence of any risk for himself/herself or for other passengers, or property of passengers and of the carrier;
- if the passenger did not follow the carrier's instructions associated with assurance of flight safety, comfort and quality of transportation of other passengers; creates inconveniences for transportation of other passengers, in connection with which the carrier fails to perform its obligations to passengers that are on board the aircraft;

- if the passenger behaves in such a way that his/her behaviour causes concerns for proper assurance of flight safety during transportation. The passenger demonstrates an aggressive behaviour including threats to other passengers, employees of the carrier and the crew;
- if the passenger refuses to undergo inspection by the security service staff of the carrier, airport or corresponding state authorities;
- if the passenger may constitute or already constitutes a danger for other passengers (baggage, cargo) or for aircraft;
- if the applicable fare or any charges (taxes) that were to be paid by the passenger, were not paid prior to carriage;
- if the passenger did not present for inspection the documents necessary for the trip;
- if the passenger attempts to enter a country without a valid entrance document;
- if the passenger has done before any of the actions or violations listed in this clause, and there is evidence that such behaviour may be repeated;
- if the passenger has alcoholic or narcotic intoxication;
- when the passenger has failed to meet check-in requirements set out in paragraph (F) below.

If a carrier does cancel a passenger's reservation due to (C) the passenger may take advantage of the provisions found in Rule 100, Passenger Rights (Per Flight Rights Canada).

(D) Passenger's Responsibility

The passenger must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance and the departure process while meeting the time limits detailed in (F) below. Flights will not be delayed for passengers who have not completed any of these pre-boarding requirements. The carrier will not be liable for loss or expense due to the passenger's failure to comply with this provision.

(E) Failure to Occupy Seat

If the passenger does not occupy space which has been reserved by/for him/her and the carrier is not notified of the cancellation of such reservation up to and until the scheduled departure of that particular flight, the carrier will cancel all continuing or return reservations held by the passenger and will not be liable for doing so other than to refund the passenger's ticket in accordance with the applicable fare rule and Rule 125(C), Voluntary Refunds.

(F) Check-in Time Limits

| Travel | Recommended check-in / baggage drop-off time* | Boarding gate deadline*** |
|---------------|---|---------------------------|
| International | 120 minutes | 40 minutes |

Note: If certain circumstances require a passenger to check-in or present themselves at the boarding gate earlier than the above deadlines, carriers should set out such circumstances and the related deadlines (e.g. to reflect additional time that might be needed to prepare and board a person with a disabilities' power wheelchair at certain airports).

***Recommended check-in and baggage drop-off time:** To ensure that the passenger has plenty of time to check in, drop off checked baggage and pass through security, the above table sets out how much in advance of the flight's departure time the passenger should check in. e.g. if the passenger's flight from Paris leaves at 4:00 pm, the carrier recommends that the passenger

*****Boarding gate deadline:** The passenger must be available for boarding at the boarding gate by the boarding gate deadline, e.g. if the passenger's flight from Toronto to Kyiv leaves at 11:00 a.m., the passenger must be at the boarding gate no later than 10:20 a.m. (i.e., 40 minutes before their flight).

At some airports, a fee established by CARRIER may be charged for issuing a boarding pass (passes) if a passenger has not checked in online and/or has not provided their boarding pass (passes).

If the passenger fails to meet the time limits specified in the above chart, the carrier may reassign any pre-reserved seat and/or cancel the reservation of the passenger and the carrier may not be able to transport the passenger's baggage. The carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision.

Note: It is recommended that the passenger provide the carrier with a point of contact (e-mail address and/or telephone numbers) in case the carrier must communicate with the passenger prior to his/her departure or at any point during the passenger's itinerary. A carrier has an obligation to make a reasonable effort to inform its passengers of any delays or schedule changes. (See Rule 90(B)4.)

Rule 45: Stopovers

(A) General

Stopovers will be permitted under the following conditions:

- (a) Stopovers must be arranged with the carrier in advance and specified on the ticket.
- (b) Specific fare rules may not permit stopovers or limit the number of stopovers allowed or there may be an additional charge for stopovers based on the fare purchased by the passenger. Refer to the rule applicable to the fare in question for further information.
- (c) If a portion of a journey is travelled by surface transportation, a stopover will be deemed to have taken place for such transportation.
- (d) **For travel to/from Canada** No stopover will have occurred if the passenger departs the connecting point on the date of arrival or if there is no scheduled connecting departure on the date of arrival, the passenger's departure occurs the next day and within 24 hours of arrival at the connecting point.

Rule 50: Routings

(A) Application

1. A routing is applicable only to the fares which are specifically associated with it.
2. A routing may be travelled via any or all of the cities named in the routing diagram, unless otherwise restricted.
3. All or part of the applicable routing may result in non-stop travel.
4. An intermediate point(s) specified along the routing may be omitted.
5. All routings are applicable in either direction, unless otherwise restricted.
6. For those routings permitting choice of carrier for carriage between the same points, only one of those carriers may be used.
7. Where no carrier is indicated between two points, travel is limited to Ukraine International Airlines
8. If more than one routing is applicable via the same fare, the passenger, prior to the issuance of the ticket, may specify the routing. If no routing is specified by the passenger, the carrier will determine the routing.

Rule 54: Interline Baggage Acceptance

Definitions

"Airline Designator Code"

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

"Baggage Rules"

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

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

"Down Line Carrier"

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

"Interline agreement"

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

"Interline itinerary"

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

"Interline travel"

travel involving multiple air carriers listed on a single ticket that is purchased via a single transaction.

"Marketing Carrier"

the carrier that sells flights under its code.

"Most Significant Carrier (MSC)"

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

"Most Significant Carrier (MSC) – IATA Resolution 302 as conditioned by the Agency"

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

"Operating Carrier"

the carrier that operates the actual flight.

"Participating Carrier(s)"

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

"Selected Carrier"

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

"Selecting Carrier"

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

"Single ticket"

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

"Summary page at the end of an online purchase"

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

"Ultimate ticketed destination"

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

(A) Applicability

This rule is applicable to all interline itineraries issued on a single ticket whose origin or ultimate ticketed destination is in Canada.

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

(B) General

For the purposes of interline baggage acceptance:

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

(C) Baggage Rule Determination by Selecting Carrier

Checked Baggage

The selecting carrier will:

- a) Select and apply its own baggage rules as set out in its tariff to the entire interline itinerary.

OR

- b) Select the Most Significant Carrier, as determined by IATA Resolution 302 and conditioned by the Canadian Transportation Agency, in order for that carrier's baggage rules, as established in its tariff, to apply to the entire interline itinerary.

The carrier identified by means of a) or b) will be known as the selected carrier.

Carry-On Baggage

Each operating carrier's carry-on baggage allowances will apply to each flight segment in an interline itinerary. Notwithstanding, the carry-on baggage charges that will apply to the entire interline itinerary will be those of the selected carrier.

(D) Baggage Rule Application by Participating Carrier

Where the carrier is not the selected carrier on an interline itinerary but is a participating carrier that is providing transportation to the passenger based on the ticket issued, the carrier will apply as its own the baggage rules of the selected carrier throughout the interline itinerary.

(E) Disclosure of Baggage Rules

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

1. For baggage rules provisions related to a passenger's 1st and 2nd checked bag and the passenger's carry-on baggage (i.e., the passenger's "standard" baggage allowance), when the carrier sells and issues a ticket for an interline itinerary, it will disclose to the passenger on any summary page at the end of an online purchase and on the passenger's itinerary/receipt and e-ticket at the time of ticketing the baggage information relevant to the passenger itinerary as set out in paragraph 2. below. The disclosed information will reflect the baggage rules of the operating carrier.
2. The carrier will disclose the following information:
 - a) name of the carrier whose baggage rules apply;

- b) passenger's free baggage allowance and/or applicable fees;
 - c) size and weight limits of the bags, if applicable;
 - d) terms or conditions that would alter or impact a passenger's standard baggage allowances and charges (e.g. frequent flyer status, early check-in, pre-purchasing baggage allowances with a particular credit card);
 - e) existence of any embargoes that may be applicable to the passenger's itinerary; and,
 - f) application of baggage allowances and charges (i.e., whether they are applied once per direction or if they are applicable at each stopover point).
3. The carrier will provide this information in text format on the passenger's e-ticket confirmation. Any fee information provided for carry-on bags and the first and second checked bag expressed as specific charges (i.e., not a range).
 4. In addition to the abovementioned information, more detailed information on Passenger and Baggage Carriage rules of the operating carrier can be found on selected carrier's official web-site.
 5. In case CARRIER is operating carrier, the e-ticket will contain the separate link to CARRIER's official web-site to enable a passenger to get acquainted with more detailed UIA's Passenger and Baggage Carriage Rules.

Web site Disclosure

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

- a) The maximum weight and dimensions of passenger bags, if applicable, both checked and unchecked;
- b) The number of checked and unchecked passenger bags that can be transported and the applicable charges;
- c) Excess and oversized baggage charges;
- d) Charges related to check in, collection and delivery of checked baggage;
- e) Acceptance and charges related to special items, e.g. surf boards, pets, bicycles, etc.;
- f) Baggage provisions related to prohibited or unacceptable items, including embargoes;

- g) Terms or conditions that would alter or impact the baggage allowances and charges applicable to passengers (e.g. frequent flyer status, early check in, pre-purchasing baggage allowances with a particular credit card);and,
- h) Other rules governing treatment of baggage at stopover points, including passengers subject to special baggage allowances or charges, etc.

Rule 55: Baggage Acceptance

(A) Applicability

This rule applies to intraline (online) transportation of baggage and interline transportation of baggage where the carrier is selected to apply its own baggage rules to an entire interline itinerary.

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

The CARRIER will accept for transportation as baggage, any good that is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip, subject to the following:

1. Checked Baggage

- a) Once the CARRIER takes possession of the passenger's checked baggage, the CARRIER will issue a baggage identification tag for each piece of checked baggage. A portion of this tag will be provided to the passenger and each bag will be affixed with the corresponding remaining portion of the tag.
- b) The CARRIER shall take measures for transportation of the checked baggage to be on the same aircraft as the passenger and in particular, if applicable legislation requires presence of the passenger during fulfillment of customs clearance procedures related to checked baggage.
- c) If the checked baggage is transported by other aircraft due to reasons beyond passenger's control (for reason of insufficient capacity in the aircraft, passenger's delay during baggage check-in, etc.) and checked baggage was not loaded to the flight where the passenger is transported, such baggage shall be checked-in through the appropriate lost baggage service and identified with special baggage tag (RUSH). Such baggage shall be delivered to the passenger's destination by the next possible flight in shortest term. The CARRIER shall deliver such baggage to the place indicated by the passenger free of charge. If it is impossible to deliver delayed baggage and the passenger has to receive the baggage on his/her own, the carrier upon passenger's request shall reimburse transport expenses associated with receipt of baggage if they are duly confirmed.
- d) In case of delay, the CARRIER will take necessary steps to inform the passenger on the status of the baggage, and arrange to deliver the baggage to the passenger as soon as possible unless applicable laws require the presence of the passenger for customs clearance.

- e) All checked baggage must be properly packed in sufficiently rigid suitcases or similar containers to ensure safe carriage.
- f) The maximum checked single baggage weight for baggage on CARRIER flights is 32 kg. This revised policy is in conjunction with most one world carriers and with some countries airport safety authority mandates. Any single piece of baggage exceeding 32kg (70lb.) must be carried as manifested cargo only.
- g) No exceptions for sporting equipment and musical instruments.
- h) **EXCEPTION:** Animals in kennels **more than 32 kg up to 75kg.**
- i) Each piece of checked baggage, carried on CARRIER flights, must not exceed the maximum sum of 3 outline dimensions **300 cm.** (sporting equipment dimensions are not evaluated when determining the allowance for its carriage in checked baggage.).
- j) CARRIER will not accept single baggage exceeding the limit 32kg (70lb.) and/or sum of 3 outline dimensions **300 cm.**
- k) **EXCEPTIONS:** Only one own wheelchair (irrespective of its type, weight and size) per one person with disability who depends upon it, may be accepted for flight as the checked baggage. A double bass will always be accepted for carriage in checked baggage.
- l) Due to quantity limitation or to their weight, volume or nature, the possibility and conditions of carriage of the following items is subject of the prior consent of the CARRIER at the time of booking: sporting equipment, musical instruments, bulky baggage (with 3 linear dimensions over 158cm), art works, fragile and valuable items; animals; weapons and other items that are classified as dangerous goods, wheelchairs, funeral urns, other special baggage.

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

See Rule 71(F)

2. Unchecked Baggage (Carry-on baggage)

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

Objects which are not suitable for carriage as checked baggage (e.g. delicate musical instruments) will only be accepted for transportation in the passenger cabin of the aircraft if advance notice is given to the carrier and the carrier

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agrees to carry the object. Passengers must contact the CARRIER or review its Web site for more information about which objects are not suitable for carriage as checked baggage and will only be accepted for transportation in the passenger cabin of the aircraft upon prior agreement with the carrier.

- c) The cabin baggage is accepted for transportation in aircraft passenger cabin provided it conforms to CARRIER established rules concerning the allowed number of pieces per passenger, their weights and dimensions.
- d) All cabin baggage must be properly packed in sufficiently rigid suitcases or cases to ensure safe carriage and safety of aircraft, passengers and their property.
- e) CARRIER may refuse to carry unchecked baggage which is: likely to endanger the aircraft, persons or property; likely to be damaged by air carriage; unsuitably packed; unsuitable for air carriage due to its weight, size or nature; unsuitable for carriage in passenger cabin of aircraft.
- f) Items refused by the security check staff must be carried in hold.

Note: This provision, except for (f), does not apply to aids for persons with disabilities.

See Rule 71(F).

(C) Free Baggage Allowance

The passenger is entitled to carry free of charge checked and unchecked baggage as specified and subject to the conditions and limitations set out in the charts below:

Checked baggage

| Type of Service | Maximum Number of Bags Permitted | Weight Per Bag | Dimension Per Bag (sum) |
|-----------------------|----------------------------------|----------------|-------------------------|
| Business Class | 2PC | 32kg | 158cm |
| Panorama Club Premium | 3PC | 32kg | 158cm |
| Panorama Club Elite* | 4 PC | 32kg | 158cm |
| Economy Class | 1PC | 23kg | 158cm |
| Panorama Club Premium | 2PC | 23kg | 158cm |
| Panorama Club Elite* | 3 PC | 23kg | 158cm |

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| | | | |
|--------------------------------------|-------------|-------------|--------------|
| Economy Class (hand baggage only) | 0PC | - | - |
| Panorama Club Premium | 0PC | - | - |
| Panorama Club Elite* | 0 PC | - | - |
| Premium-Economy Class | 2PC | 23kg | 158cm |
| Panorama Club Premium | 3PC | 23kg | 158cm |
| Panorama Club Elite* | 4 PC | 23kg | 158cm |

*starting from 01 JAN 2019

| Special categories of passengers – any class of service, on all CARRIER flight | |
|--|--|
| INF | 1PC/10kg/158cm + 1 little fully folding baby stroller <u>or</u> 1 infant's carrying basket, <u>or</u> 1 car-type child seat |
| Persons with disabilities | + 1 wheelchair per 1 person (any wheelchair type, weight and size) and/or other assisting devices they are dependent upon. |
| SEMN | 2PC/23kg/158cm |

Note: In case of code-share PS with KL/AF the passengers are advised that the baggage rules applicable to their transportation are those of the carrier identified on your ticket and not of the carrier operating the flight. In all other cases the operating carrier rules apply. In any case the free checked baggage allowance designated in the passenger ticket, is leading.

Unchecked baggage (carry-on baggage)

| ON UIA FLIGHTS FOR PASSENGERS, WHO HAVE PURCHASED THE AIR TRANSPORTATION BEFORE 00.00 UTC 01 NOVEMBER 2018, WITH THE DEPARTURE DATE STARTING FROM 15 JANUARY 2019 Type of Service | Maximum Number of Bags Permitted | Weight Per Bag | Dimension Per Bag |
|---|----------------------------------|----------------|-------------------|
| CARRIER long-haul flights | | | |
| Business Class | 2PC | 15kg (in sum) | 55x40x20 cm |

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| | | | |
|-----------------------|-----|-----|-------------|
| Economy Class | 1PC | 7kg | 55x40x20 cm |
| Premium-Economy Class | 1PC | 7kg | 55x40x20 cm |

CARRIER short-haul and middle-haul flights (except operated on Embraer-145)

| | | | |
|----------------|-----|------|-------------|
| Business Class | 1PC | 12kg | 55x40x20 cm |
| Economy Class | 1PC | 7kg | 55x40x20 cm |

CARRIER flights operated on Embraer-145

| | | | |
|----------------------------|-----|-----|-------------|
| Economy and Business Class | 1PC | 5kg | 55x35x15 cm |
|----------------------------|-----|-----|-------------|

Items (per 1 passenger) in addition to hand luggage:

- 1 small personal bag, e.g.: a lady's handbag, a man's purse, a briefcase, a laptop bag,
- a reasonable amount of reading material,
- 1 umbrella,
- 1 piece of seasonal clothing,
- 1 small camera or binoculars,
- Duty Free goods packed in Duty Free packaging/bags;

PLEASE NOTE: The total weight of above items shall not exceed 5 kg.

1 infant care item: e.g. a diaper bag that contains clothes, toiletries, soft toys and special baby food which may be needed during the flight. Dimensions of this bag shall not exceed 55x40x20 (cm), weight up to 5kg (for p

- 1 cane or 1 pair of crutches, or 1 walker, • other mobility aids and medical devices needed during the flight, medicines prescribed by the doctors and required on board the aircraft (for passengers with disabilities).

If checked- in, these items become part of the checked baggage and are not qualified for free transportation if they cause excess weight of the checked baggage.

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

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**FREE HAND LUGGAGE ALLOWANCE ON UIA FLIGHTS FOR PASSENGERS, WHO HAVE
PURCHASED THE AIR TRANSPORTATION FROM 00.00 UTC 01 NOVEMBER 2018, WITH THE
DEPARTURE DATE STARTING FROM 15 JANUARY 2019**

| Class of Service | Hand Luggage | |
|--|--|--|
| | 1 st piece | 2 nd piece |
| Short and middle haul flights | | |
| Economy | | |
| Tariff "Hand Luggage Only" (without checked baggage) | 1 piece of up to 7 kg Dimensions: max. 55x40x20 cm | Not allowed |
| Tariff "1PC" (free checked baggage transportation is included) | 1 piece of up to 7 kg Dimensions: max. 55x40x20 cm | 1 piece of up to 5 kg Dimensions: max.40x30x10 cm |
| Business | 1 piece of up to 12 kg Dimensions: max. 55x40x20 cm | 1 piece of up to 5 kg Dimensions: max.40x30x10 cm |
| Long haul flights | | |
| Economy | 1 piece of up to 7 kg Dimensions: max. 55x40x20 cm | 1 piece of up to 5 kg Dimensions: max.40x30x10 cm |
| Premium Economy | 1 piece of up to 7 kg Dimensions: max. 55x40x20 cm | 1 piece of up to 5 kg Dimensions: max.40x30x10 cm |
| Business | 2 pieces of up to 15kg (total weight) Dimensions: max. 55x40x20 cm | 1 piece of up to 5 kg Dimensions: max.40x30x10 cm |
| On all segments of PS-PS flights, containing UIA long haul flight | | |
| Business | 2 pieces of up to 15 kg (total weight) Dimensions: max. 55x40x20 cm | 1 piece of up to 5 kg Dimensions: max.40x30x10 cm |

**ON ALL UIA FLIGHTS IN ADDITION TO THE FREE HAND LUGGAGE ALLOWANCE FOR FREE OF
CHARGE CARRIAGE IN THE PASSENGER CABIN IT IS ALLOWED THE FOLLOWING ITEMS:**

| All passengers |
|---|
| 1 piece of seasonal clothing and 1 umbrella |

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| Passengers travelling with infants (age up to 2 years old, who do not occupy a seat) | |
|--|---|
| 1 infant care item: e.g. a diaper bag that contains clothes, toiletries, soft toys and special baby food which may be needed during the flight. Dimensions of this bag shall not exceed 55x40x20 (cm), weight up to 5kg. | |
| Passengers with disabilities | |
| <ul style="list-style-type: none"> • 1 cane or 1 pair of crutches, or 1 walker, • other mobility aids and medical devices needed during the flight, • medicines prescribed by the doctors and required on board the aircraft. | PLEASE NOTE: These items shall comply with applicable hazardous materials rules. |

THE CORRECT STOWAGE OF THE HAND LUGGAGE IN THE PASSENGER CABIN

Hand luggage with dimensions max. 55x40x20 cm shall be stowed in the overhead locker above your seat.

Hand luggage with dimensions max. 40x30x10 cm shall be stowed under the seat in front of you.

Seasonal clothes can simply be hung up on the hook on the seat in front of you.

PLEASE NOTE: The overhead lockers above the emergency exit rows are reserved for the passengers who are sitting there.

ATTENTION! For your comfort and safety, if your flight is full or depending on the type of aircraft, it may not be possible to carry your hand baggage on board, even if it has the correct dimensions and weight. We will check it in and carry it in the hold free of charge.

In this situation it is necessary to remove the following items prohibited for carriage in the cargo compartment, but are permitted for carriage in the hand luggage: documents, medicines, valuables, mobile phones and laptops, batteries, electronic cigarettes, matches and lighters and others.

Irrespective of free hand luggage allowance established for the purchased tariff and class of service the passenger has the right to carry only one additional piece of hand baggage weighing up to 5 kg with dimensions max. 40x30x10 cm after the payment of the UIA fee.

The carriage of excess hand luggage on the whole one way route is chargeable. The payment can be made from 15 January 2019 at the airport of departure.

ATTENTION! Hand luggage of all passengers, including transfer passengers, which does not comply with UIA

established allowance regarding the quantity, dimensions or weight can be taken out to checked baggage and paid in accordance with the UIA established tariffs, if the total amount of the passenger's checked baggage will exceed the free checked baggage allowance indicated in the ticket.

Note: This provision does not apply to aids for persons with disabilities. (See Rule 71(F))

- b) The passenger's name and point of contact must appear on the baggage name tag.

(D) Collection and Delivery of Baggage

1. The passenger has the right to retrieve his or her baggage without delay.
2. Acceptance of the baggage without complaint, within the time limits stipulated in Rule 125(D) by the passenger in possession of the baggage identification tag is evidence that the carrier delivered the baggage in good condition and in accordance with this tariff.

(E) Excess Baggage

Baggage in excess of the free baggage allowance will be accepted by the CARRIER upon payment of the applicable charge.

The excess amount must be collected before the beginning of passenger's journey. Charges are normally to be paid up to the final point where the baggage is checked in.

The acceptance restrictions are independent from the payment of excess baggage charges, which remain applicable in all cases. However, due to overload CARRIER may refuse to carry excess baggage in hold of the aircraft the passenger is traveling on.

Note: This provision does not apply to aids for persons with disabilities. (See Rule 71(F))

Reference: Please check the Attachment 1 (point 2) for Excess Baggage Charges.

Note: In case of code-share with KL/AF the passengers are advised that the baggage rules applicable to their transportation are those of the carrier identified on your ticket and not of the carrier operating the flight. In all other cases the operating carrier rules apply. In any case the free checked baggage allowance designated in the passenger ticket, is leading.

(F) Excess Value Declaration Charge

The passenger may declare a value in excess of the applicable liability limits for the checked baggage and shall pay the CARRIER established supplementary fee - **10 %** of the baggage declared excess value (EUR or national currency equal to the rate of exchange published in reservation system on the date of payment), but not less than EUR100 (approximately CAD 150 according to the rate of National Bank of Ukraine on 01 November, 2017).

(G) Items Unacceptable as Baggage

The following items are unacceptable as baggage and will not be transported by the carrier:

1. Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over.
2. Items which are likely to endanger the aircraft or persons or property on board the aircraft. These unacceptable items are specified in the International Civil Aviation Organization (ICAO) *Technical Instructions for the Safe Transport of Dangerous Goods by Air* and the International Air Transport Association (IATA) *Dangerous Goods Regulations*.
3. Items, which in the carrier's opinion, are unsuitable for carriage because of their weight, size or character, for example, fragile or perishable items.
4. Firearms and ammunition other than for hunting or sporting purposes are prohibited from carriage as baggage. Firearms and ammunition for hunting and sporting purposes will be accepted as checked baggage provided the firearms are not loaded, the safety catch is in the "on" position and the firearms are suitably packed. The carriage of ammunition is subject to the ICAO and IATA regulations mentioned in 2. above.
6. The passenger shall not include in the checked baggage fragile or perishable items, money, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, business documents, samples, passports and other identification documents.

(H) Right to Refuse Carriage of Baggage

1. The CARRIER will refuse to carry as checked baggage any bag that the carrier has discovered to contain any unacceptable item mentioned in (G) above and when the passenger fails to provide the carrier with prior notice that they wish to carry such an item in their baggage.
2. The CARRIER will refuse to carry checked baggage if it determines that the baggage has not been properly and securely packed in suitable suitcases or containers.
3. CARRIER may refuse to carry checked baggage or items in it which is likely to endanger the aircraft, persons or property; likely to be damaged by air carriage; unsuitably packed; forbidden by any applicable laws, regulations or orders of state of departure, or the state that is being flown to or over; unsuitable for air carriage due to its weight, size or nature; not passenger's own property.

4. Checked baggage may not contain the following items: fragile items; perishable items; money; jewelers; valuable items; business documents and negotiable papers; travel documents; medical certificates; medicines; portable PCs and other electronic equipment; musical instruments, pictures. It is recommended that the mentioned items are carried as cabin or carry-on baggage.

(I) Right of Search

In order to ensure flight safety and tracking of listed above items, the CARRIER has the right to require the passenger to provide baggage for inspection by CARRIER security, airport and other competent state authorities, and has the right to inspect, or to organize inspection of baggage not in presence of the passenger. The purpose of any search is to ensure aircraft and passenger safety, security and to determine whether the passenger is in possession of or the baggage contains items mentioned in (G) above or any arms or ammunition which have not been presented to the carrier. If the passenger fails to satisfy such requirements, CARRIER may refuse transportation of this passenger or baggage.

Part III



At the Airport/During Travel

Part III – At the Airport/During Travel

Rule 60: Acceptance of Children for Travel

(A) General

1. Infants in age from 7 days and under 2 years and Children from 2 years and under 12 years of age, accompanied in the same cabin by a passenger 18 years of age or older, will be accepted for transportation. The child age is determined by the date of commencement of carriage from the initial departure airport specified in the passenger ticket.
2. Persons entrusted with the care of infants and children must be capable of discharging this duty.

Infants

1. Infants under two years of age on the date of travel do not require a seat.
2. Infants under two years of age require a ticket.
3. Only one infant under the age of two years may be held in the lap of an accompanying passenger 18 years of age or older.
4. No single passenger shall be responsible for more than one infant whether the infant is held on the lap of an accompanying passenger or a seat has been purchased for the infant and the infant is secured in an approved child restraint system (car seat).
5. On CARRIER flights maximum 2 infants per each adult passenger over 18 years old are allowed for carriage provided maximum 1 infant (INF) paid applicable special fare for infants (children less than 2 years old) and not occupying an individual passenger seat is allowed for carriage on accompanying adult passenger's knees. The infant in excess of another one accompanied by adult passenger shall be charged the same fare as children between 2 and 12 years of age with individual passenger seat provided.
6. For carriage of child under 2 years old, paying a special fare for individual seat, a child car-type seat shall be used providing child is not less than 6 months and under 3 years old and/or whose weight is up to 18kg. According to Ukrainian laws a car type seats must be used for children under 2 years (infants) air carriage on paid individual passenger seat.
7. It is the responsibility of accompanying passenger to arrange a child car-type seat for air carriage - CARRIER does not offer the appropriate service. Car-type child seat must be certificated and approved by foreign airworthiness authority or

Government standards. The child car-type seat must be stickered with appropriate label confirming that it is approved for air transportation. Car-type child seat must be in good order and not damaged, be completed with harness –type restraint. The construction of the infant seat must allow secure lashing with the cabin seat belt and may not hamper reclining of the seat in front. The car-type child seat must not exceed the dimensions of the aircraft seat and should fit into area of 42 cm/16.5 inches x 42 cm/16.5 inches.

Children

1. All children, two years of age or older, must be ticketed and assigned a seat.
2. Children will be able to travel unaccompanied without supervision in age: on CARRIER domestic flights – from 5 to 14 years and older; on CARRIER international flights – from 5 to 16 years; on domestic + international flights – from 5 to 16 years.
3. Only adult passengers in age 18 years and older may accompany other infants and children under 14 years (CARRIER domestic flights) and 16 years (CARRIER international flights and domestic-international flights) and will be charged the applicable adult fare.

(B) Acceptance of Infants and Children

For travel within Ukraine and International transportation to and from Ukraine

| Age | Accepted | Conditions |
|---|----------|--|
| Under 7 days (infant) | No | Babies under the age of 7 days and prematurely born babies who haven't reached nine-months development till the date of flight and babies under the age of 7 days. |
| 7 days and under 2 years (infant) | Yes | Only one infant is permitted per adult passenger. Fares for infants will be ten per cent of the applicable adult fare. In this case the infant travels on an accompanying adult's lap. An infant for whom a seat is purchased must be properly secured in an approved child restraint device and will be assessed the child fare. |
| 2 years and under 12 years old (child) | Yes | These passengers are considered to be a child for the purpose of air travel and will pay the applicable child's fare if available. |
| | Yes | |

| | | |
|---------------------------------------|-----|--|
| 2 years and under 5 years old (child) | | Must be always accompanied by a ticketed passenger 18 years of age or older for the entire trip. |
| 12 years and older | Yes | |
| 5 years and under 14 years old | Yes | These passengers are considered to be adults for the purpose of air travel and will pay the applicable adult fare. |
| | | <u>On CARRIER domestic flights</u> (within Ukraine) these passengers must be either supervised by a passenger of 18 years or older or use the CARRIER unaccompanied minor services. (See Rule 65, <i>Unaccompanied Minors</i>) |
| 5 years and under 16 years old | Yes | <u>On CARRIER international flights</u> (to/from Ukraine) and on <u>CARRIER domestic + international flights</u> these passengers must be either supervised by a passenger of 18 years or older or use the CARRIER unaccompanied minor services. (See Rule 65, <i>Unaccompanied Minors</i>) |
| 16 years and under 17 years old | Yes | These passengers are eligible to travel unaccompanied and unsupervised. But on the request of the parents/guardians the UM service can be provided for them. |
| 18 years and older | Yes | Furthermore, they may accompany infants/children 7 days to 16 years old. |

Note: In case of code-share, passengers are advised that the operating carrier's rules are applied for acceptance of children on flights.

(C) Documentation

1. For travel within Ukraine, passengers under 18 years of age must carry identification such as a passport; an original birth certificate or other government ID.
2. For travel to/from Ukraine passengers under 18 years of age are required a valid passport and an original birth certificate.

Passengers under 18 years of age can be registered in the parent's passport, provided it contains a photo of the minor.

3. Passports and other documents accepted for entry must be valid for the period of intended stay.
4. In addition to the above, the carrier may require presentation of the following documents when children are accompanied by an adult:
 - (a) Documents establishing legal custody;
 - (b) Parental consent letter authorizing travel;
 - (c) Death certificate if one parent is deceased;
 - (d) Any other documentation required by the country of destination.

(D) Unaccompanied Minors

For complete details on minors travelling unaccompanied refer to Rule 65.

(E) Seating for children

Carrier will make reasonable efforts to ensure that children under the age of twelve (12) are seated (free of charge) with their accompanying parent or guardian prior to check-in, at time of check-in during the boarding process at the gate and on board the flight.

The carrier's supplemental policies with regards to seat assignment for children are:

1. The possibility of selecting adjoining seats online; Passengers can select a non-preferred economy class seat free of charge, subject to availability, at time of online check-in, which commences 24 hours prior to departure.
2. If unavailable online and if requested by the customer, check-in agents attempting to locate adjoining seats at check-in;
3. If efforts are unsuccessful at check-in, gate agents attempting to locate adjoining seats at boarding, or if unavailable, requesting volunteers to change seats;
4. If efforts are unsuccessful at boarding, flight attendants requesting volunteers to change seats on-board.

5. If the flight attendants are not able to seat the child(ren) with their accompanying parent or guardian, notwithstanding the above, the flight attendant will provide the child with an unaccompanied minor briefing.

Rule 65: Unaccompanied Minors

Note: In the case of code-share, passengers are advised that the unaccompanied minor rules applicable to their transportation in accordance with operating carriers' rules.

(A) General

1. For purposes of this rule, "guardian" is any adult/parent having responsibility over the welfare of a minor.
2. The carrier offers a supervision service called the Unaccompanied Minor Service (UM Service) for all minors who have achieved the minimum age. This service is either mandatory or optional, depending upon the age of the minor.

(B) Age Restrictions

1. Minors under 5 years of age are not eligible to use the UM Service, and must always be accompanied by a person aged over 18 or older when travelling. The accompanying passenger must occupy a seat in the same cabin as the minor.
2. Minors aged between 5 and 16 years of age may only travel unaccompanied if they are using the UM Service, outlined below.
3. Minors from age 16 up to a maximum of 17 years of age can also use the UM Service at the request of their guardian. Please note, however, that if a guardian requests the UM Service for a minor between these ages, all travel restrictions applicable to the UM Service will apply.

The UM handling procedure is mandatory for the next passengers travelling alone:

| CARRIER flights | Domestic | International | Domestic + International |
|-----------------|----------------|----------------|--------------------------|
| Passenger age | Under 14 years | Under 16 years | Under 16 years |

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(C) Travel Restrictions

The UM Service is available on:

- (a) non-stop flights; or
- (b) direct flights (a direct flight makes a stop but there is no change of aircraft);
or

For interline transportation UM shall be permitted only for: immediate continuous space; same day connections; all segments confirmed.

Stopovers or night stops are not permitted.

The maximum number of unaccompanied minors may not exceed **20** per flight.

CARRIER does not provide Unaccompanied Minor service:

- a) If connecting time at the airport **exceeds 5 hours**. Exception: airports of Amsterdam and Zurich – no limitations provided the connecting flight is on the same day.
- b) If the itinerary includes **a change of airports** during transfer.
- c) On CARRIER flights to and from the Republic of Moldova the Unaccompanied Minor services cannot be provided to **children citizens of the Republic of Moldova**. due to current legislation of the Republic of Moldova on minors leaving and entering the country accompanied by their legal representative or accompanying person appointed by their legal representative, throughout an entire trip abroad. CARRIER cannot provide a staff member for the entire minor's trip abroad.

On CARRIER flights operated to **USA**, the unaccompanied minor service is performed only **up to New York airport (JFK)**. Relatives/guardians must meet the child at JFK irrespective of the final destination. Even if interline agreement exists, CARRIER does not provide the unaccompanied minor transfer to another carrier.

(D) Fares and Charges

1. Unaccompanied minors travelling on the UM Service provided by the carrier will be subject to the applicable adult fare.
2. One charge is paid for service of 2UMs, provided they have common reservation and are traveling on international flights performed outside Ukraine with transfer PS-PS at KBP.

On other carriers' flights (PS code-share) payment is performed in accordance with operating carriers' rules. If UM's route includes interline segments, CARRIER established fares shall be applied for this entire route through.

3. The charge is non-refundable and is subject to applicable taxes.

Reference: Please check the Attachment 1 (point 4) for Unaccompanied Minors services fees

(E) Conditions of Application for Unaccompanied Travel

1. Children who travel unaccompanied shall be accepted for transportation after their parents or guardians complete the relevant duly executed documents and make payment for services as defined in Attachment 1.
2. The minor must be brought to the airport of departure by a guardian who remains with the minor until the carrier starts providing supervision. The guardian or authorized handling company agent will complete all the required documents which include providing the carrier with satisfactory evidence that the minor will be met by another parent, guardian or other responsible adult. The guardian who will be meeting the unaccompanied minor at the airport of arrival must have identification document which will allow the carrier personnel to identify this person as the appropriate person designated to meet the minor.
3. The guardian will be required to remain at the airport of departure until the aircraft has departed.
4. In case of emergency, the guardian must provide the carrier with the name and phone number of a person who can be contacted during the time the minor is in the carrier's care.
5. Unaccompanied minors aged 5 through 16 years old will not be accepted if the flight on which the minor holds a reservation is expected to terminate short of, or bypass the minor's destination.
6. Once the minor is under the carrier's care, the minor will be provided supervision by the carrier until he/she is met at destination by a guardian who can confirm to carrier personnel by means of identification document that they are the person(s) designated to meet the minor.
7. Confirmed reservations must be booked for unaccompanied minors. Standby travel is not permitted.
8. A minor with a medical condition or a minor with a disability may not be accepted for travel unaccompanied.

Note: For provisions related to Medical Clearance, refer to Rules 70 (C) or 71 (C).

(F) Carrier's Limited Responsibility

With the exception of the service specifically provided to an unaccompanied minor in this rule, the carrier will not assume any financial or guardianship responsibilities for the unaccompanied minor beyond those applicable to an adult passenger.

Rule 71: Carriage of Persons with Disabilities

Note: In the case of code-share, passengers are advised that the operating carrier rules concerning the carriage of persons with disabilities, apply.

(A) Acceptance for Carriage

Passengers with reduced mobility are granted the same rights as all other passengers - this means, those PRMs should be accepted for carriage and not be refused transport on grounds of their disability or lack of mobility except for justified safety reasons. In instances when refusing transportation to a person with a disability is necessary, the carrier will provide a written explanation on a passenger's request for the decision to refuse carriage at the time of the refusal.

(B) Acceptance of Declaration of Self-Reliance

Except for applicable safety-related rules and regulations, the carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance. Once advised that he or she is "self-reliant," the carrier shall not refuse such passenger transportation on the basis that the person with a disability is not accompanied by a personal attendant or based on the assumption that the passenger may require assistance from the carrier employees in meeting the passenger's needs such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier.

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

(C) Medical Clearance

A carrier will not automatically require a medical clearance for persons with disabilities as a condition of travel.

Rather, a carrier may, in good faith and using its reasonable discretion, determine that a person with a disability requires medical clearance where their safety or well-being, in terms of such things as assistance with eating, using the washroom facilities, or that of other passengers is in question. Where a carrier refuses to transport a passenger for such reasons, a written explanation on a passenger's request must be provided at the time of refusal.

When medical clearance is required a carrier may assess a person's fitness to travel based on information and/or documentation submitted by the person with a disability (such as a note from the person's physician or healthcare professional).

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

(D) Advance Notice

Where a passenger requests a service set out in this rule at least 48 hours prior to departure, the carrier will provide the service. Such requests should be made by the passenger at the time of reservation, and as far in advance of travel as possible. Where a passenger requests a service less than 48 hours prior to departure, the carrier will make a reasonable effort to provide the service.

(E) Seating Restrictions and Assignments

When a person identifies the nature of his or her disability, the carrier will inform the passenger of the available seats that are most accessible and then establish with that passenger an appropriate seat assignment.

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

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

(F) Acceptance of Aids

The carrier will carry in the cabin where possible, the following mobility aids:

- (a) a wheelchair (in the aircraft hold);
- (b) a walker, a cane, crutches or braces;
- (c) a device to facilitate communication; and/or
- (d) any prosthesis or small medical device.

Where the facilities, the tarmac, and the weather conditions permit, the carrier will allow a wheelchair to be used to reach (delivery at aircraft):

- (a) the boarding gate;
- (b) the stairs of the aircraft; or
- (c) the door of the aircraft (for aircraft accessible via a boarding system).

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

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

Note: For provisions related to limitations of liability regarding loss of, damage to, or delay in delivering mobility aids, refer to the Rule 121 (B) (Mobility aids).

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(G) Manually Operated Wheelchair Access

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

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

(H) Service Animals

The CARRIER will accept for transportation, without charge, a Service Animal required to assist a person with a disability provided the animal is properly harnessed and certified in writing, as being trained by a professional service animal institution.

For the comfort of all passengers, the carrier staff will determine, in consultation with the person with a disability, where the person and Service Animal will be seated. The carrier will assign a seat to the person that provides sufficient space for the person and the Service Animal and the carrier will permit the Service Animal to accompany the person on board the aircraft and to remain on the floor at the person's passenger seat. Where there is insufficient floor space in the seat row of the person's passenger seat, the carrier will permit the service animal to remain on the floor in an area where the person can still exercise control over the animal.

Note: For provisions related to limitations of liability regarding Service Animals, refer to the Rule 121(B), Service Animals.

(I) Services to be Provided to Persons with Disabilities

At time of reservation

Carriage of the persons with disability shall always be agreed with CARRIER in advance except the cases mentioned in Rule 71 (B).

To allow sufficient time for proper arrangements, the booking request must reach the reservation department: not later than **72 hours** before departure for stretcher passengers (STCR) and not later than **48 hours** before departure for other persons with disability. The answer must be given to the passenger: STCR - not later than **36** hours before departure; other PRM - not later than **24** hours before departure.

The STCR services are **not provided** at Ukrainian airports CWC/KHE/IFO/VIN/OZH/HRK

Also, the CARRIER must notify the sales agent who made the request on the need of this service, as well as the airport of origin, destination and transit.

If an event that caused the loss of the passenger mobility, happened less than **24** hours before departure, the question concerning the possibility of transportation shall be resolved on-line by phone to CARRIER Contact Center number specified on CARRIER website flyuia.com.

Acceptance criteria are linked to the following factors: condition of the passenger, special attendance on board required (in case a passenger with disability is not able to meet own needs on board independently, an escorting person is required), maximum limitation per aircraft, special equipment needed, onward interline transportation involved.

Before confirming transportation to PRM, involving interline transportation the Reservation Department or agent in contact with such persons shall ensure that all airlines concerned have specifically agreed to participate in their carriage.

At the time of travel

1. Where a request for a service is made in advance of travel, the CARRIER will make every effort to provide the following:
 - (a) assistance at check-in;
 - (b) assistance to reach the boarding area;
 - (c) assistance to board and deplane;
 - (d) assistance with baggage;
 - (e) assistance to transfer to/from a mobility aid;
 - (f) assistance to transfer to/from a passenger seat;
 - (g) assistance to proceed to the general public area or to a representative of another carrier;
 - (j) any additional service to accommodate a person's disability-related needs.

When boarding and deplaning

The carrier will, upon request, board and deplane persons with disabilities using specialized equipment whenever possible. As a last recourse, a person may be carried by hand to enplane and deplane if the following applies:

1. restrictions inherent to the aircraft or the tarmac prevent the use of any other boarding/deplaning method;
2. the person agrees to be hand-carried; and

3. this can be done safely.

(J) Boarding and Deplaning

Passengers with special needs (persons with disabilities) shall be handled with priority in order to avoid waiting time at the check-in desk and they are always pre-boarded.

(K) Communication and Confirmation of Information

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

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

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

(L) Inquire Periodically

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

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

Note: In the case of code-share, passengers are advised that the acceptance of animals rules applicable to their transportation are those of the carrier operating the flight.

The carrier will agree to carry animals subject to the following conditions:

(A) General

1. Advance arrangements must be made with the carrier before any animal will be accepted for carriage as either checked or carry-on baggage.
2. The carrier will accept for carriage animals/pets such as domestic dogs and cats, as either checked or carry-on baggage provided the animal(s) is/are accompanied by a passenger, in compliance with the IATA Live Animal Regulations.
3. Animals must be contained in a clean, leak/escape proof cage or container/kennel with adequate space for the comfort of the animal. The cage or container/kennel must be approved by the carrier.

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

4. An animal and its container will not be included in the passenger's free baggage allowance. Excess baggage charges will apply and the passenger will be obliged to pay the applicable charges.

Note: This provision does not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers. Service Animals will be carried free of charge (*see (D) below*).

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

(B) Animals as Checked Baggage

1. The number of animals carried is limited by aircraft type.

Maximum number of animals per aircraft type

Boeing-737 and Boeing-767:

- maximum 5 containers with animals may be carried as checked baggage per one flight.

Embraer-190:

- maximum 5 containers with animals may be carried as checked baggage per one flight.

Embraer-145:

- 1 container per one flight provided ventilated compartment is available on aircraft as following aircrafts with registration numbers: **UR-DNG/DNP/DNT/DPB**. Carriage of animal on board of the aircrafts with registration numbers **UR-DNB** and **UR-DNF** is forbidden.

The allowed quantity of animals carried on CARRIER flight may be reduced depending on aircraft load.

2. The maximum size for the container/kennel (length +width + height) must not exceed 100x75x75 cm.
3. The maximum allowable weight for both the animal and container/kennel must not exceed 75 kg/165 lbs.

For reservation of animal transportation next SSR codes which contains the information about the quantity, size and weight of containers shall be used:

- SSR AVIH –for animals up to 32kg (animal+ container);
- SSR AVHH - for animals more than 32 kg up to 75kg (animal+ container).

4. It is allowed to carry maximum 2 adult **or** 3 up to six months old (from the same litter) animals in the same container. We will not accept cats and dogs carried in the same container.

5. If container/kennel exceeds the maximum size and/or maximum weight mentioned in 2. and 3. above, the passenger must make arrangements with the carrier's cargo department.
6. The carrier shall not bear responsibility for any injury, loss, delay in delivery, illness or death of such animals during transportation or due to denial of competent authorities of entrance to country or transit, unless such damage was caused as a result of the carrier's negligence.

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7. **Charges:** The charge for transportation of the animal and container/kennel as checked baggage is expressed in the Attachment 1 (point 5).

Reference: Please check the Attachment 1 (point 5) for the charge of transportation of the animal

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

(C) Animals in Cabin

1. Only one container per passenger is allowed. However, maximum 2 animals are allowed per one container if they are familiar with each other and provided all above requirements are observed.

IMPORTANT! Transportation of cats and dogs together in the same container is not allowed.

2. On CARRIER flights the following maximum allowances are applied for animals carriage

(PETC(containers)+SVAN+ESAN in any combination):

| Passenger cabin | Boeing – 777 | Boeing – 767 | Boeing- 737 | Embraer- 190 | Embraer- 145 |
|-----------------------|--------------|--------------|-------------|--------------|--------------|
| Business class | 2 | 2 | 1 | 1 | 1 |
| Premium Economy class | 1 | 1 | - | - | - |
| Economy class | 3 | 3 | 2 | 2 | 2 |

3. The maximum size permitted for the in-cabin animal container/kennel (length + width + height) must not exceed 115 cm/45 in.
4. The maximum allowable weight for both the animal and in-cabin pet container/kennel must not exceed 8 kg/17.6 lbs.
5. The container must be held by the passenger or fit under the seat in front seat.
6. The animal must remain in the container/kennel for the entire duration of the journey.
7. If the container/kennel exceeds the maximum size and/or maximum weight mentioned in 3. and 4. above, passengers will require to tender the animal as checked baggage.

8. The carrier may request a passenger with an in-cabin animal to change seats after boarding to accommodate other passengers.
9. **Charges:** The charge for transportation of an animal (except for Service Animals) and container/kennel in the passenger cabin is expressed in the Attachment 1 (point 5).

Reference: *Please check the Attachment 1 (point 5) for charge for transportation of an animal*

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

(D) Service Animals

Service Animals assisting a person with a disability that have been certified in writing as having been trained by a professional service animal institution will be permitted in the passenger cabin of the aircraft. The animal must remain on the floor at the person's seat.

1. The carrier will accept for transportation without charge a Service Animal to assist a person with a disability. The passenger accompanying the Service Animal will be entitled to the normal free baggage allowance.
2. The carrier, in consultation with the person with a disability who is accompanied by a service animal, will determine where the person with a disability will be seated in order to ensure that adequate space is provided to the person and the service animal.

See also: Rule 121(B), Service animals

(E) Search and Rescue Dogs

Search and rescue dogs which are properly harnessed will be permitted in the passenger cabin of the aircraft. The animal must remain on the floor at the handler's seat.

1. The carrier will accept for transportation without charge a search and rescue dog. The handler transporting the search and rescue dog for duty will be entitled to the normal free baggage allowance.
2. The carrier, in consultation with the search and rescue dog's handler, will determine where the handler will be seated to ensure that adequate space is provided to the handler and the dog.

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

(A) General

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

(B) Travel Documents

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

(C) Fines, Detention Costs

1. If the carrier is required to pay any fine or penalty or has incurred any expense because the passenger was refused entry into a country by reason of her/his failure to comply with the laws, regulations, orders and/or requirements of that country or has failed to produce required travel documents, the passenger will reimburse the carrier, on demand, any amount so paid or expenses incurred by the carrier.

2. A passenger found inadmissible either en route or at destination will not be provided a refund by the carrier on any used sector irrespective of the fare purchased. However, the passenger will be entitled to any residual value remaining on his or her ticket for any unused sectors. The passenger may choose to have this residual value refunded or applied towards the issuance of another ticket.
3. Due to the passenger's inadmissibility into a country of transit or destination, the passenger must pay the carrier the applicable fare to be transported from the country where entry was refused to the original point of origin or to an alternative destination. The carrier will apply to the payment of such a fare any funds paid by the passenger to the carrier for unused carriage, or any funds of the passenger in possession of the carrier.

(D) Customs and Immigration Inspection

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

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

(E) Security Inspection

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

Rule 85: Ground Transfer Services

(A) General

1. The carrier does not maintain, operate or provide ground transfer services between airports or between airports and city centers.
2. Any ground transfer service is performed by independent operators who are not and shall not be deemed to be, agents or servants of the carrier.
3. Any effort by an employee, agent or representative of the carrier in assisting the passenger to make arrangements for such ground transfer service shall in no way make the carrier liable for the acts or omissions of such an independent operator.

Rule 90: Schedule Irregularities

See also the Rule 121 (B, C, D, E)

(A) Applicability

This rule applies to all passengers irrespective of the type of fare on which they are travelling.

(B) General

1. The Carrier will make all reasonable efforts to transport the passenger and his/her baggage at the times indicated in its timetable.
2. Times shown in timetables or elsewhere are approximate and not guaranteed and form no part of the contract of carriage. The Carrier will not be responsible for errors or omissions either in timetables or other representation of schedules.
3. The Carrier will not guarantee and will not be held liable for cancellations or changes to flight times that appear on passengers' tickets due to force majeure. However, in the case of international transportation, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See *the corresponding provisions of the Rule 121(B)*)
4. The Carrier will make all reasonable efforts to inform passengers of delays and schedule changes and, to the extent possible, the reason for the delay or change.
5. It is always recommended that the passenger communicate with the Carrier either by telephone, electronic device or via the CARRIER Web site or to refer to airport terminal displays to ascertain the flight's status and departure time.
6. In the case of schedule irregularities, the Carrier will give priority for assistance to any person with a disability and unaccompanied minors.
7. The carrier whose flight experiences a schedule irregularity will make onward arrangements for the passenger to the next point of stopover shown on the ticket.

(C) Passenger Options – Re-Rerouting or Refund

1. Given that a passenger has a right to information on flight times and schedule changes, the Carrier will make reasonable efforts to inform passengers of schedule irregularities and to the extent possible, the reason for the schedule irregularities.
2. In the event of a schedule irregularity, within the carrier's control, the Carrier will present the passenger with the following options:

- (a) Carry the passenger to the destination named on the ticket, or applicable portion thereof, within a reasonable amount of time, on another of its passenger aircraft or in a different class of service on which space is available, without additional charge, regardless of the class of service in which the passenger was booked; or,
- (b) Reroute the passenger (without additional charges) to another Carrier or other airlines flights to the final destination within a reasonable amount of time (subject to passenger's convenience, immigration rules and seats availability) or,
- (c) Otherwise, should the alternate transportation proposed by the Carrier not meet the passenger's satisfaction, the CARRIER can offer a Reimbursement within 7 days in cash, by electronic bank transfer, bank order, bank cheque or electronic voucher or, if there is witnessed written consent of the passenger, in the form of travel cheques – full cost of the ticket at price it was purchased, for unused part of the ticket and for used part or part of the ticket, if the flight does not meet demands of the passenger

Nothing in the above shall limit or reduce the passenger's right, if any, to claim damages, if any, under the applicable convention, or under the law when neither convention applies.

In addition to the above, the Carrier will always consider the needs of the passenger on a case by case basis and take into account all known circumstances to avoid or mitigate the damages caused by the schedule irregularity within the carrier's control.

3. In the event of a schedule irregularity, not within the carrier's control (e.g. Force Majeure), the carrier will provide the following:
 - (a) The Carrier will offer the passenger the choice to travel on another of its scheduled flights on the same route as the passenger was originally ticketed or to travel on a different routing operated by the carrier to the same ticketed destination.
 - (b) If these options are not available, the carrier Carrier offer to transport the passenger on the same route as he/she was originally ticketed or on a different route operated by the services of another carrier with whom the original air carrier has a commercial agreement and provided space is available.
 - (c) Should the alternate transportation proposed by the Carrier not meet the passenger's satisfaction, the unused portion of the passenger's ticket(s) will be refunded. The refund will be made to the purchaser of the ticket(s). The form of refund will be the same form used as payment of the ticket(s). The refund

will be based on the total value of the ticket(s). For complete conditions on refunds, see Rule 125(B), Refunds, Involuntary Refunds.

- (d) Whenever a passenger requires a refund from CARRIER Customer Relations Department he/she should provide with details of his contacts including post address, telephone number, E-mail etc., bank account number or other suitable way of payment.

(D) Right to Care

1. Except as otherwise provided in other applicable foreign legislation, in addition to the provisions of this rule, in case of scheduled irregularity within the carrier's control a passenger will be offered the following:
 - (a) For a schedule irregularity lasting longer than 4 hours, the carrier will provide the passenger a meal:
 - Refreshments, snacks - one time for the next 4 hours of waiting
 - Hot meal - one time for the next 6 hours of waiting
 - (b) If delay involves night stop (delayed or alternate flight), the CARRIER will provide a hotel accommodation and airport transfers for the passenger.
 - (c) 2 free of charge telephone calls, telex or fax messages or E-mails if available.

Rule 95: Denied Boarding and Overbooking

Note: In the case of code-share, passengers are advised that the operating carrier rules concerning the carriage of persons with disabilities, apply.

When the carrier is unable to provide previously confirmed space due to there being more passengers holding confirmed reservations and tickets than for which there are available seats on a flight, the CARRIER will follow the provisions of this rule, unless as otherwise provided in other applicable foreign legislation.

(A) Applicability

1. This rule applies to all passengers irrespective of the type of ticketed fare.
2. A passenger who fails to check-in or present themselves at the boarding area within the carrier's check-in deadline and/or boarding time deadline as specified in Rule 40(F), Check-in Time Limits, will not receive denied boarding compensation, will at the carrier's discretion have their reservations cancelled and will be subject to the terms and conditions associated with the fare on which he or she is travelling.

(B) Request for Volunteers

When a situation of denied boarding due to overbooking occurs, the following will apply:

1. The carrier will publically ask for volunteers to relinquish their seats from among the confirmed passengers. At the same time, the carrier will announce what type of benefits passengers will be entitled to should a passenger voluntarily relinquish his/her seat. This request process will take place at the check-in or boarding areas. The carrier will continue to make this request of passengers until it obtains enough volunteers to prevent other passengers from being involuntarily denied boarding or until it determines that it does not, despite its best efforts, have enough volunteers.
2. Once a passenger has voluntarily relinquished his/her seat, the passenger is to be advised of any further compensation to which he or she may be entitled to receive.
3. The passenger who voluntarily surrenders his/her seat will receive agreed upon benefits from the carrier. Volunteers will be offered rerouting/refund options as set out in Paragraph (D) 1., 2. and 3. of this rule over and above the aforementioned benefits. In addition, a passenger who has voluntarily surrendered his/her seat will be offered the following free of charge:
 - (a) A meal in a reasonable relation to the waiting time of alternative flight: starting from 2 hours of the delay /waiting for departure of an alternative flight, alternately in the following sequence: refreshments, snacks - one time

for the next 4 hours of waiting; hot meal - one time for the next 6 hours of waiting; etc.

- (b) Hotel accommodation (if stay of one or more nights becomes necessary). In case of the delay exceeding 6 hrs, the persons with disability and families with little children may be accommodated in the hotel irrespective of the day or night time.
- (c) Ground transportation airport-hotel-airport.
- (d) 2 free of charge telephone calls, telex or fax messages or E-mails.

(C) Boarding Priorities

In the event there are not enough volunteers, the remaining passengers will be denied boarding on an involuntary basis. Passengers holding confirmed and ticketed reservations will be permitted to board in the following order until all available seats are occupied:

1. DHCs (Dead Head Crew), Ground engineers, Pilots on the way to/from simulator trainings
2. Special categories of passengers (Persons with disabilities and unaccompanied minors)
3. CARRIER Staff ID00S1 (with OK status), travelling to business trip
4. Panorama Club members (Premium Card holders)
5. Transfer passengers, including: Passengers with special corporate tickets with OK status (fare basis - ASTAFF/ISTAFF/USTAFF)
6. Point-to-point passengers, including: Passengers with special corporate tickets with OK status (fare basis - ASTAFF/ISTAFF/USTAFF); CARRIER staff ID00S1 – traveling back from business trip.
7. Passengers missed connection including from code share partner to CARRIER flight.
8. Other passengers including: passengers with special corporate tickets with SA status (fare basis - USPECIAL); passengers FQTV Panorama Club (Classic Card holders); passengers with OPEN tickets for CARRIER flight; passengers GOSHOW; other passengers.

(D) Transportation for Passengers Denied Boarding

A passenger has the right to take the flight he or she has purchased. The carrier will present a passenger who has been denied boarding, whether voluntarily or involuntarily, with the following options:

1. Carry the passenger to the destination named on the ticket, or applicable portion thereof, within a reasonable amount of time, on another of its passenger aircraft or in a different class of service on which space is available, without additional charge, regardless of the class of service in which the passenger was booked or,
2. Reroute the passenger (without additional charges) to another Carrier or other airlines flights to the final destination within a reasonable amount of time (subject to passenger's convenience, immigration rules and seats availability) or,
3. Return flight to the first point of departure, at the earliest convenience, or
4. Otherwise, should the alternate transportation proposed by the Carrier not meet the passenger's satisfaction, the CARRIER can offer a Reimbursement within 7 days in cash, by electronic bank transfer, bank order, bank cheque or electronic voucher or, if there is witnessed written consent of the passenger, in the form of travel cheques – full cost of the ticket at price it was purchased, for unused part of the ticket and for used part or part of the ticket, if the flight does not meet demands of the passenger

Nothing in the above shall limit or reduce the passenger's right, if any, to claim damages, if any, under the applicable convention, or under the law when neither convention applies.

In addition to the above, the Carrier will always consider the needs of the passenger on a case by case basis and take into account all known circumstances to avoid or mitigate the damages caused by the schedule irregularity within the carrier's control.

(E) Compensation for Passengers Involuntarily Denied Boarding

In addition to providing transportation, the following will apply to a passenger who is involuntarily denied boarding:

1. Conditions of Payment

- (a) The passenger holding a confirmed and ticketed reservation.
- (b) They reported for check-in within the time limits.

2. A Passenger will not be Eligible for Compensation Under the Following Conditions:

(a) Boarding is denied due to other passenger-related factors, e.g.:

- The late arrival of the passenger, i.e. arrival after check-in deadline.
- Passenger's refusal to undergo security checks or follow company instruction.
- Failure to comply with travel documents requirements.
- The ticket presented had been registered as lost, counterfeit or suspicious.

(b) For reasons beyond the control of CARRIER-the flight cannot operate as scheduled (force majeure).

(c) The passenger holds a non-revenue (ID00) ticket or reduced fares, which directly or indirectly are not available for other passengers. However, DBC is applicable for passengers who received their tickets from the carrier through its passenger loyalty program for frequent-flyer passengers and members of the "Panorama club" of the carrier.

(d) Passenger traveling with special corporate ticket with status SA (fare basis USPECIAL).

(e) The alternative flight arrives to destination airport at the same time as original flight or earlier.

3. Amount of Compensation for Involuntary Denied Boarding

The carrier will provide compensation in the following amounts to passengers who are involuntary denied boarding. Regardless of the fare paid, passengers are entitled to a monetary compensation as follows:

| Financial Compensation (except CARRIER flights departing from USA) | | |
|--|--|---|
| Great-circle (orthodromic) distance | | |
| < 1500 km | 1500-3500 km | > 3500 km |
| 250 EUR (approximately 375 CAD) or 125 EUR (approximately 187 CAD*) , if rerouted and the arrival time of the alternative flight does not exceed the scheduled arrival time by two hours . | 400 EUR (approximately 600 CAD) or 200 EUR (approximately 300 CAD*) , if rerouted and the arrival time of the alternative flight does not exceed the scheduled arrival time by three | 600 EUR (approximately 900 CAD) or 300 EUR (approximately 450 CAD*) , if rerouted and the arrival time of the alternative flight does not exceed the scheduled arrival time by four hours . |

hours.

*according to the rate of National Bank of Ukraine on 01 November, 2017. Conversion of such amounts in CAD will be carried out on the date of the compensation payment.

4. Right to Care

In addition, a passenger who is involuntarily denied boarding will be offered the following free of charge:

- (a) For a schedule irregularity lasting longer than 4 hours, the carrier will provide the passenger a meal:
 - Refreshments, snacks - one time for the next 4 hours of waiting
 - Hot meal - one time for the next 6 hours of waiting
- (b) If delay involves night stop (delayed or alternate flight), the Carrier will provide a hotel accommodation and airport transfers for the passenger.
- (c) In case of the delay exceeding 6 hrs, the persons with disability and families with little children may be accommodated in the hotel irrespective of the day or night time.
- (d) 2 free of charge telephone calls, telex or fax messages or E-mails if available.

5. Time of Offer of Compensation

- (a) Financial compensation will be cash paid either in CARRIER's ticket office or if it is impossible, transferred to passenger's bank details.
If the passenger did not receive the compensation in CARRIER's ticket office, MCO is not issued and passenger should apply to CARRIER's Customer Relations Department on the following e-mail: Customerrelations@flyuia.com or fill in the feedback form on CARRIER official website www.flyuia.com.

Rule 100: Passenger Rights (Per Flight Rights Canada)

The principles of Flights Rights Canada have been incorporated fully in to the following rules:

1. Rule 55, Baggage Acceptance
2. Rule 90, Schedule Irregularities (Flight Delays, Cancellations, Schedule Changes and Aircraft Substitution)
3. Rule 95, Denied Boarding and Overbooking
4. Rule 125, Refunds

Rule 105: Refusal to Transport

(A) Refusal to Transport – Removal of Passenger

The carrier will refuse to transport, or will remove any passenger at any point for any of the following reasons:

1. Government Requests, Regulations and Force Majeure

Whenever it is necessary or advisable to:

- (a) comply with any government regulation; or,
- (b) comply with any government request for emergency transportation; or,
- (c) address force majeure.

2. Search of Passenger and Property

When the passenger refuses to permit a search of his person or property for explosives or for concealed, prohibited, deadly or dangerous weapon(s) or article(s).

3. Proof of Identity/Age

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

4. Immigration or Other Similar Considerations

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

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

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

When the passenger fails or refuses to comply with CARRIER established rules concerning passenger and baggage handling.

6. Passenger's Condition

- (a) When the passenger's actions or inactions prove to the carrier that his/her mental, intellectual or physical condition is such as to render him/her incapable of caring for himself/herself without assistance or medical treatment en route unless:
 - (i) the passenger is accompanied by a personal attendant who will be responsible for assisting with the passenger's needs en route such

as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier; and,

- (ii) the passenger complies with requirements of Rule(s) 71 Carriage of Persons with Disabilities.
- (b) When the passenger has a contagious disease.
- (c) When the passenger has an offensive odor.

Medical clearance

- (a) When the CARRIER determines, in good faith and using its reasonable discretion, that a passenger's medical or physical condition involves an unusual hazard or risk to their self or other persons (including, in the case of expectant mothers, unborn children) or property. The carrier can require the passenger to provide a medical certificate that then may be assessed by the carrier's own medical officer as a condition of the passenger's acceptance for subsequent travel. The carrier may refuse transportation to the person posing such hazard or risk.
- (b) CARRIER may refuse to carry or continue to carry: persons whose condition is such that the trip is likely to result in complications or death; persons requiring individual nursing or care during flight, if not accompanied by a suitable escort; persons who are malodorous because of their condition or who have other unpleasant characteristics likely to offend fellow passengers; persons who, because of their physical or medical condition, might be a threat to the safety of other passengers, their property, the aircraft or crew; persons suffering from a contagious disease; babies under the age of 7 days; woman recently confined over the time of 7 days after delivery babies; prematurely born babies who haven't reached nine-months development till the date of flight and babies under the age of 7 days.

Note: Pregnant passengers:

In accordance with legislation of Ukraine expectant mothers beyond the end of **35th** week (single pregnancy), **32nd** week (multiple pregnancy) are not accepted for CARRIER flights. Medical clearance is not required for expectant mothers in normal health, up to and including **35th** week of single pregnancy (in case of multiple pregnancy - up to **32nd** week). But in any case the doctors' certificate is needed after **28** weeks and shall contain following: term of pregnancy; single or double (multiple) pregnancy; confirmation that the pregnancy goes without complication; gynecologist's confirmation that pregnancy is not contraindication to travel by air. Medical certificate must be dated up to 7 days before the start transfers from the airport departure indicated on the ticket. In case of doubt about the real expected date of delivery, bad state of health during the pregnancy

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

1. Prohibited Conduct

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

- (a) The person, in the reasonable judgement of a responsible employee of the carrier, is under the influence of alcohol or drugs (except a patient under medical care).
- (b) The person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent or otherwise disorderly, and, in the reasonable judgement of a responsible employee of the carrier, there is a possibility that the person would cause disruption or serious impairment to the physical comfort or safety of other passengers or carrier's employees, interfere with a crew member in the performance of his/her duties, or otherwise jeopardize safe and adequate flight operations.
- (c) The person's conduct involves any hazard or risk to their self or other persons (including travel involving pregnant passengers or unborn children) or to property.
- (d) The person fails to observe the instructions of the aircraft crew, including instructions to stop any prohibited conduct.
- (e) The person is unable or unwilling to sit in his/her assigned seat with the seat belt fastened.
- (f) The person smokes or attempts to smoke in the aircraft.
- (g) The person uses or continues to use a cellular phone, a laptop computer or another electronic device onboard the aircraft after being advised to stop such use by a member of the crew.
- (h) The person has a prohibited article or concealed or unconcealed weapon(s). However, the carrier will carry law enforcement or armed forces personnel who meet the qualifications and conditions established under government regulations.
- (i) The person has resisted or may reasonably be believed to be capable of resisting escorts.

- (j) The person distributed false information, which may lead to a threat to the security of the aircraft.
- (k) The person made sexual harassment with respect to the personnel or passengers of the carrier.
- (o) The person makes violence, psychological pressure or direct intimidation, verbally threatens to the life and health of the personnel or passengers of the carrier.
- (p) The person appropriates or thefts the property and jewelry belonging to CARRIER or passengers.

2. Carrier Response to Prohibited Conduct

Where, in the exercise of its reasonable discretion, the carrier decides that the passenger has engaged in prohibited conduct described above, the carrier may

impose any combination of the following sanctions:

- (a) **Removal of the passenger at any point.**
- (b) **Refusal to Transport the Passenger:** The length of this refusal to transport may range from a one-time refusal to a longer period determined at the reasonable discretion of the carrier in light of the circumstances. Such refusal will be for a period appropriate to the nature of the prohibited conduct.

(C) Recourse of the Passenger/Limitation of Liability

1. The carrier's liability in case of refusal to carry a passenger for a specific flight or removal of a passenger en route for any reason specified in the foregoing paragraphs will be limited to the recovery of the refund value of the unused portion of the passenger's ticket in accordance with Rule 125(B), Involuntary Refunds.
2. Notwithstanding the foregoing paragraph, passengers will be entitled to all other additional rights they may have under this tariff or elsewhere or any legal rights that international passengers may have pursuant to international conventions (e.g., the [Warsaw Convention](#) or the [Montreal Convention](#)) and related treaties.

Rule 115: Tickets

(A) General

1. A ticket is a confirmation of an air carriage agreement conclusion and passenger's consent to the conditions of passenger and baggage carriage.
2. A ticket will not be issued and the carrier will not carry the passenger unless the passenger has paid the applicable fare or has complied with all credit arrangements.
3. Before boarding, the passenger must present the carrier with proof that he/she has been issued a valid ticket for the flight. Such proof must be in the form of an itinerary/receipt, a record locator or reservation number, or boarding pass and the passenger must provide the carrier with positive identification to be entitled to transportation. The ticket will give the passenger the right to transportation only between the points of origin and destination, and on the dates, times and via the routing shown on the ticket.
4. Flight coupons will be honoured only in the order, in which they are displayed on the passenger's ticket and stored in the carrier's database.
5. The ticket remains at all times the property of the carrier which issued the ticket.
6. The carrier does not permit the passenger to hold more than one confirmed reservation/ticket on the same departure flight/origin and destination for the same travel date.
7. A passenger must keep the ticket and other travel documents before the end of carriage, and in the event of a claim, they should keep the ticket and other travel documents until such time as their claim is resolved. A ticket and other transportation documents issued to the passenger should be presented on demand to the officers of the carrier (airport, handling agent, etc.).
8. Persons who are found on board an aircraft without a ticket, or tickets that the carrier or its authorised person, including its handling agent, held invalid will have to disembark the aircraft.

(B) Validity for Carriage

1. **General:** A passenger shall not be entitled to be carried by a flight if the carrier or its authorised person, including its handling agent, holds his/her ticket invalid. A ticket shall be held invalid in the following cases:
 - a ticket which is presented is damaged or modified not by the carrier or by its authorised sales agent;

- a ticket is presented with an absent flight coupon on the corresponding flight, all other unused flight coupons and a passenger coupon;
- it was found that the ticket was purchased by a false, stolen or invalid payment card (credit card).

When validated, the ticket is good for carriage from the airport of departure to the airport of destination via the route shown on the ticket, for the applicable class of service and is valid for the period of time referred to in 2 below. The passenger will be accepted for carriage on the date and flight segments for which a seat has been reserved. When flight segments are issued on an “**open date**” basis (see Rule 115(G) below), a seat will be reserved only when the passenger makes a reservation request with the carrier. The carrier’s agreement to accept a reservation request is subject to the availability of space. The place and date of issue are then indicated on the ticket.

2. Period of Validity:

Validity of the ticket includes:

- general term of the ticket;
- validity for transportation.

Certain fares may have different periods of validity. If this is the case, the specific rules associated with the fare will take precedence.

Within the general term of a ticket, a passenger shall be entitled to use the ticket for all transactions, provided for by this tariff, including a seat for a certain flight and date, the refund value of a full or partially used transportation and for other settlements, as prescribed by this tariff or the carrier’s fare rules.

The general term of the ticket shall cover the period from the date of issue of the ticket and the expiry of the period specified by the carrier’s fare rules for a refund for an unused ticket (part of the ticket).

A ticket with a guaranteed date of departure shall give the right to transport a passenger and baggage from the first airport, indicated in it, airport of transfer, stopover or return flight only on the date and flight indicated in the ticket.

A ticket issued according to a normal fare shall be valid for carriage during one year from the date of carriage commencement if part of the ticket is used, and – from the date of issue if the entire ticket was not used.

A ticket issued according to a special fare shall be valid for carriage only until the date specified in the ticket and on terms set forth by such special fare.

3. **Computation of the Ticket Validity:** When computing the ticket validity i.e., the minimum/maximum stays and any other calendar periods set out in the ticket, the first day to be counted will be the day following the date that transportation commenced or that the ticket was issued.
4. **Expiration of Validity:** Tickets expire at midnight on the last day of validity based on where the ticket was issued.
5. **Term and Conditions of Presentation of Tickets for Refund:** Tickets can be produced to the carrier for refund of paid amount for partially or completely unused transportation, if the applicable fare rules allow such refund:

before departure; or

during the validity period of ticket for transportation; or

within 30 days after the expiry of the ticket.

The refund for unused or partially used tickets shall be held in compliance with the applicable fare rules set by the carrier.

(C) Extension of Ticket Validity

The validity term of the ticket, regardless of the type of the fare applied, can be prolonged if the carrier:

- cannot provide a seat for which the passenger has a confirmed reservation;
- cancels the flight on which the passenger has a confirmed reservation;
- has missed the agreed stopover;
- fails to perform the flight within the reasonable terms, over the departure time which is specified in the ticket;
- with its actions caused the situation when the passenger fails to transfer to another connecting flight, for which the passenger had a confirmed reservation and which is indicated in the same ticket as the previous flight;
- cannot render services according to the paid for class of service, in this case, if the passenger agreed to further transportation, the validity of the ticket shall be extended until the first flight where space is available in the class of service for which the fare has been paid;
- received a valid document from a health care institution regarding a disease of the passenger or a member of his/her family that travels with him/her on the aircraft, that makes the travel impossible and provides for a possibility that this passenger can travel after recovery.

If the passenger who is in possession of a ticket is prevented from travelling within the period of validity of his/her ticket because the carrier is unable to provide space, the validity of the passenger's ticket will be extended until he/she can be re-accommodated on the first flight which has space available in the same class of service which the passenger had originally paid to travel.

(D) Waiver Minimum/Maximum Stay Provision

If after having commenced the journey, a passenger is prevented from travelling within the period of validity of the ticket due to a disease or other reasons recognized by the carrier as a reasonable one, the carrier may extend the period of validity of passenger's ticket until the date when he/she becomes fit to travel or until the carrier's first flight after such date, from the point where the journey is resumed where a seat is available in the paid for class of service.

The fact of a disease or other reasons shall be confirmed with a corresponding certificate issued by a health care institution or any other document. The medical reason must be certified in writing by a physician specifying that the passenger is prevented from commencing his journey before his/her original ticket expires.

Where there are circumstances that make a further travel of the passenger impossible, the carrier can similarly extend the period of validity of tickets of people accompanying such passenger.

In the case of death of a spouse or another family member of a passenger who did not commence his/her travel, or death of a passenger en route, persons accompanying such passenger can have the term of tickets extended, and increase in the term up to the time required to stay at the place of the event.

Validity of tickets may be prolonged after the carrier receives a duly issued death certificate or any other document confirming the death, and a relevant application, for a period not exceeding 45 days from the death date of the person indicated above in this clause.

For the purposes of these Rules, members of the family of an individual (passenger) shall include his/her parents and parents of his/her spouse, his/her spouse, children of this individual and his/her spouse's children, including adopted children, guardians, grandparents, brothers, sisters, grandchildren and other dependents recognized as such by law.

(E) Upgrading (Changing from a Lower to a Higher Fare Ticket)

The carrier shall render servicing to a passenger pursuant to the class of service paid for by him/her. The carrier (its sales agent) shall inform the passenger during booking on the facilities available in the respective class.

A passenger accepted for transportation in the class of service specified in the flight coupon on the date of the flight and the flight on which the passenger has a confirmed reservation.

If a ticket is issued to a passenger without a confirmed reservation, a seat shall be reserved upon request of the passenger when he/she is checked in for the flight, provided the corresponding flight has a seat available in the class which was paid for.

The carrier shall be entitled, for technical or commercial reasons, to raise or lower the class of service. In case of lowering the service class, the carrier must inform thereof the passenger as soon as possible and offer appropriate compensation subject of this tariff.

(F) Coupon Sequence

The carrier shall accept flight coupons only in sequence, starting with the first airport of departure specified in the ticket.

The ticket shall be declared invalid, if a sequence of flight coupons has been violated by the passenger, provided that there is no fault of the carrier or its authorized agent.

A passenger coupon and all unused flight coupons not previously returned to the carrier shall remain with the passenger during a travel and shall be given at the carrier's request. In case of violation of a sequence of flight coupons, the carrier can deny transportation and refuse to refund the cost of unused flight coupons.

(G) Open Tickets

If a ticket or a flight coupon is issued without a specific seat on a flight being reserved in the carrier's reservation system, i.e. left open, space may be later reserved subject to the tariff conditions of the purchased fare and provided space is available on the flight requested.

(H) Non-transferability

A ticket is not transferable. A passenger ticket must be used only for carriage of the person whose last name and name is shown on this ticket.

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

(I) Prohibited Practices

The carrier specifically prohibits the practice commonly known as:

Hidden City or Point Beyond Ticketing: The purchase of a fare from a point before the passenger's actual point of origin or to a point beyond the passenger's actual destination.

Use of this practice will result in the passenger's reservation being cancelled and the passenger will not be entitled to a refund.

(J) Invalidated Tickets

If the passenger attempts to circumvent any term or condition of sale or the carrier determines that the passenger is making use of any of the prohibited practices specified in (H) or (I) above, this will cause the passenger's ticket to be invalid and the carrier will have the right to:

- (a) Cancel any remaining portion of the passenger's itinerary; and
- (b) Confiscate unused flight coupons; and
- (c) Refuse to board the passenger or check the passenger's baggage; and/or
- (d) Charge the passenger for the true value of the ticket, which shall be no less than the difference between the fare actually paid and the lowest fare for the passenger's actual itinerary.

(K) Lost Tickets

In case of loss or mutilation of a ticket (or part of it) by a passenger, upon passenger request the carrier can replace such ticket (or part of it) by issuing a new ticket, provided the passenger signs an agreement to reimburse the carrier for any costs and losses in the amount of the original ticket value, which may be incurred by carrier if the original ticket is used by a third party. If the passenger does not sign such an agreement, the carrier shall be entitled to require the passenger to pay full cost of the ticket.

The carrier shall be entitled to charge to the passenger a fee for services pertaining to issuing a replacement ticket s, unless the loss or mutilation was due to negligence of the carrier (its sales agent or handling agent). The amount of charge shall be determined by the carrier.

In case of loss or mutilation of a ticket issued by another carrier, a written permission from this carrier shall be required for replacing such ticket.

The carrier shall be entitled to refuse to issue a replacement ticket to the passenger if:

- the passenger refuses to sign the agreement mentioned in paragraph of this Article or refuses to pay a fee for services pertaining to issuing a replacement ticket;
- passenger requires issuance of a replacement ticket at the airport on the day of flight operations less than three hours before time of departure of the scheduled flight, or in the hours of flight operation, when the carrier's office, which must grant approval, is not working.

Part IV



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After Travel

Part IV – After Travel

Rule 121: Limitations of Liability

Applicable to International Transportation to and from Canada

(A) Successive Carriers

1. Transportation to be performed under one ticket or under a ticket issued with any conjunction ticket by several successive carriers will be regarded as single operation.
2. The carrier, if it issued the ticket, or is the first carrier indicated in the ticket or joint ticket, shall not bear any responsibility for defects in transportation that happened on segment (segments) of carriage by another carrier (other carriers) including segments of delay or denial of transportation of a passenger or baggage.
3. In the case of destruction, loss, damage or delay in baggage transportation, the passenger shall have a right to lodge a claim against the first or the last carrier, as well as against the carrier who carried out transportation, during which destruction, loss, damage or delay in baggage transportation occurred.
4. If it is impossible to define which carrier that performed the transportation, during which destruction, loss, damage or delay (denial) in baggage transportation occurred, the responsibility to the passenger shall be borne by the carrier together with other carriers who participated in transportation, or separately within the limits of the established carrier's fault.
5. Provisions of this Article shall apply when the marketing carrier as a main party to this agreement concludes a transportation agreement with a passenger or with a person who acts on passenger's behalf, and the operating carrier as an authorised marketing carrier performs the whole transportation or its part, but is not a consecutive carrier in regards to such part.
6. When transportations specified in the above paragraph are performed, the marketing carrier shall be covered by its rules relating to the whole transportation, and the operating air carrier shall be covered by the rules of the marketing air carrier only relating to that transportation which it performs.
7. Any claim concerning the responsibility related to transportation, which is performed by the operating carrier, may be, at claimant's choice, raised against this carrier or against marketing carrier or against both of them or separately.
8. If the claim was raised against only one of these carriers, it has a right to involve to the lawsuit in the court the other carrier in the capacity of a co-defendant or a third party, where the claim was raised, and in this case the procedure of the law of this court determines such involvement and its consequences.

(B) Laws and Provisions Applicable

Liability in the case of death or bodily injury of a passenger

1. In no cases shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.
2. The carrier is not liable:
 - (a) In the case of any passenger whose age or mental or physical condition, including pregnancy, presents a risk or hazard, for any damages sustained by that passenger that would not have been sustained but for his/her age or mental or physical condition; or
 - (b) In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.
3. The carrier shall be liable under [Article 17 of the Warsaw Convention](#) or [Montreal Convention](#), whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:
 - (a) The carrier shall not be able to exclude or limit its liability for damages not exceeding 113,100 Special Drawing Rights for each passenger.
 - (b) The carrier shall not be liable for damages to the extent that they exceed 113,100 Special Drawing Rights for each passenger if the carrier proves that:
 - (i) Such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents; or
 - (ii) Such damage was solely due to the negligence or other wrongful act or omission of a third party.
 - (c) The carrier reserves all other defenses and limitations available under the [Warsaw Convention](#) or the [Montreal Convention](#), whichever may apply, to such claims including, but not limited to, the exoneration defense of [Article 21 of the Warsaw Convention](#) and [Article 20 of the Montreal Convention](#), except that the Carrier shall not invoke [Articles 20 and 22\(1\) of the Warsaw Convention](#) in a manner inconsistent with paragraphs 1 and 2 hereof.
 - (d) With respect to third parties, the Carrier reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity.
 - (e) The carrier agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference

to the laws of the country of the domicile or country of permanent residence of the passenger.

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

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

Liability in the case of passenger delay

1. The Carrier shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:

- (a) The Carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.

- (b) Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the [Warsaw Convention](#) and the [Montreal Convention](#), whichever may apply, in addition to any limitation or defense recognized by a Court with proper jurisdiction over a claim.
- (c) The Carrier reserves all defenses and limitations available under the [Warsaw Convention](#) or the [Montreal Convention](#), whichever may apply to claims for damage occasioned by delay, including, but not limited to, the exoneration defense of [Article 21 of the Warsaw Convention](#) and [Article 20 of the Montreal Convention](#). Under the [Montreal Convention](#), the liability of the Carrier for damage caused by delay is limited to 4,694 SDR per passenger. The limits of liability shall not apply in cases described in [Article 25 of the Warsaw Convention](#) or [Article 22\(5\) of the Montreal Convention](#), whichever may apply.

Liability in case of denied transportation

(for general provisions see the Rules 90 (from A to D) and 95)

1. The Carrier shall be liable for damage occasioned by denied transportation of passengers by air, as provided in the following provisions:
 - (a) If the number of passengers who have a confirmed reservation exceeds the number of available seats on board the aircraft of the contracting carrier, the contracting carrier which oversold tickets shall bear responsibility for servicing and payment of compensation.
 - (b) Compensation payment envisaged by this paragraph shall be made upon request of the passenger if the fact of the carrier's direct fault of denied transportation, cancelled or delayed air flight has been ascertained.
 - (c) If there are no or insufficient number of passengers who have (voluntarily) been denied boarding, then the carrier shall have a right to deny carriage against their will.
 - (d) If a passenger was denied transportation against his/her will, the carrier pays reimbursement in amounts foreseen by the Rule 95 (E) 3 and provides services in accordance with the Rule 95 (D).
2. The carrier shall not pay any reimbursement in the cases envisaged by the Rule 95 (E) 2.

Liability in case of flight cancellation *(for general provisions see the Rule 90)*

1. In the case of flight cancellation a passenger may have a right to reimbursement if he/she was not notified about flight cancellation:

- two weeks prior to scheduled flight departure time;
 - within the period no more than two weeks prior and no less than seven days prior to scheduled departure time and offered rerouting that gave the opportunity to leave the departure point not later than two hours prior to scheduled departure time and to arrive at final destination point not later than four hours after scheduled arrival time; or
 - less than seven days prior to the scheduled departure time, and rerouting is offered that provides the opportunity to leave the departure point not later than one hour prior to scheduled departure time and arrive at final destination point not later than two hours after scheduled arrival time.
2. The carrier, cancelling or delaying a flight, shall provide passengers on their request explanation concerning reasons of cancellation or delay of the flight.
 3. The carrier shall not be obliged to pay the reimbursement and render services specified by this Article if the carrier can prove that the flight cancellation was caused by force-major or an emergency situation, which could not be prevented even if all reasonable measures were taken.
 4. In the case of flight cancellation by the carrier and further travelling of a passenger by another flight (flights) or other route, a passenger must be provided with services envisaged by the Rule 90 (C and D) and reimbursement according to the Rule 95 (E) 3.

Liability in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage *(for general provisions see the Rule 55)*

1. The Carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage, as provided in the following paragraphs:
 - (a) Except as provided below, the liability of the Carrier is limited to 1,131 Special Drawing Rights for each passenger in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked, under the Warsaw Convention or the Montreal Convention, whichever may apply. Unless the passenger proves otherwise:
 - (i) All baggage checked by a passenger shall be considered to be the property of that passenger;
 - (ii) A particular piece of baggage, checked or unchecked, shall not be considered to be the property of more than one passenger; and

- (iii) Unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.
- (b) If a passenger makes, at the time checked baggage is handed to the Carrier, a special declaration of interest and has paid a supplementary sum, if applicable (*see the Rule 55 (F) Excess Value Declaration Charge*), the Carrier will be liable for destruction, loss, damage, or delay of such checked baggage in an amount not exceeding the declared amount, unless the Carrier proves that the declared amount is greater than the passenger's actual interest in delivery at destination. The declared amount, and the Carrier's liability, shall not exceed the total amount of declaration permissible under the Carrier's regulations, inclusive the limitation of the Rule 121 (B), Liability in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage, (1) (a) and paragraph (e) hereof. In the case of transportation under the [Warsaw Convention](#), no supplementary sum shall apply unless the declared amount exceeds 19 Special Drawing Rights per kilogram of the total recorded weight of the checked baggage at the time the baggage is handed to the Carrier.

Note: this provision is not applicable to a person with a disability's mobility aid.

- (c) In the case of unchecked baggage, the Carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents.
- (d) The carrier is liable for the damage sustained in case of destruction or loss of, or damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the carrier. However, the carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. Further, the carrier's liability for the destruction, loss, damage or delay of baggage is subject to the terms, limitations and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply, in addition to any limitation of defense recognized by a Court with proper jurisdiction over claim.
- (e) The Carrier reserves all defenses and limitations available under the [Warsaw Convention](#) and the [Montreal Convention](#), whichever may apply to such claims including, but not limited to, the defense of [Article 20 of the Warsaw Convention](#) and [Article 19 of the Montreal Convention](#), and the exoneration defense of [Article 21 of the Warsaw Convention](#) and [Article 20 of the Montreal Convention](#), except that the Carrier shall not invoke [Article 22\(2\) and 22\(3\) of the Warsaw Convention](#) in a manner inconsistent with paragraph 1 hereof. The limits of liability shall not apply in cases described

in [Article 25 of the Warsaw Convention](#) or [Article 22\(5\) of the Montreal Convention](#), whichever may apply.

2. If the passenger proved the actually incurred losses caused by damage of his/her baggage (suitcase, bag, etc.) by submitting to the carrier corresponding documentary evidence issued by the repair workshop (repair payment receipt for tax purposes) or confirmation of the cost of damaged baggage which is beyond repair (sales slip/ receipt for tax purposes), reimbursement shall be provided:
 - in the confirmed amount of repair cost, in case of repair;
 - in the confirmed amount taking into account depreciation, if the actual cost of damaged items is properly confirmed.
3. Depreciation of baggage (items) shall be calculated in the following way:
 - for the first year after the item was purchased the cost shall be decreased by 30% of the actual cost of the item as of the time of purchase;
 - for the second year after the item was purchased the cost shall be decreased by 50% of the actual cost of the item as of the time of purchase;
 - for the third year after the item was purchased the cost shall be decreased by 70% of the actual cost of the item as of the time of purchase;
 - for the fourth year and next years after the item was purchased the cost shall be decreased by 80% of the actual cost of the item as of the time of purchase.
4. If the weight of a baggage item is not written on the baggage receipt, then it shall be deemed that the total weight of checked baggage does not exceed the appropriate weight of baggage at the fixed rate for transportation by respective route and class of service.
5. Receipt of checked baggage by the person, who has a right to its receipt, without raising of claims provides for, until the contrary is proved, that baggage was delivered in proper condition and according to traffic document or record, which is kept by other means of information storage.
6. A passenger shall confirm the contrary by drawing up a Property Irregularity Report (PIR). This report shall be drawn up by the persons authorised by the carrier on the day of the flight arrival by place of destination before exit of the passenger from baggage section of the airport restricted area.

The drawn up PIR shall not be an acknowledgement of fault or responsibility of the carrier for improper carriage of the baggage.

The PIR drawn up at passenger's request after his/her exit from the airport restricted area shall not lead to civil and legal consequences.

The PIR drawn up by the passenger shall not constitute his/her claim against the carrier.

7. In case if improper transportation of checked baggage or the passenger, the latter shall send to the carrier a written claim immediately after reveal of damage (loss of baggage items) but not later than within 7 days since the date of receipt of checked baggage.
8. In case of delay in transportation of baggage or passenger, a claim shall be raised by the passenger not later than within 21 calendar days since the date, when the baggage was delivered to the passenger's disposal.
9. Claims related to loss of a baggage shall be raised against the carrier after the baggage is acknowledged as lost. Baggage shall be considered lost, if it was not found as a result of search during 21 calendar days, since the date next to that on which a baggage was supposed to arrive to the point of destination. In this case a claim to the carrier may be raised within the period determined by the legislation but no longer than within 2 (two) years since the date of aircraft arrival to the destination point, or since the date, when aircraft was supposed to arrive to the point of destination or the date of interruption of transportation.

Mobility aids

Note: Notwithstanding the normal carrier liability as contained in this rule, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise. In the event that a mobility aid is lost or damaged, compensation is to be based on the cover by the air carrier of the mobility aid cost or the mobility aid repair cost in case of its loss or total damage.

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

- (a) If a mobility aid is totally damaged or if it is lost and cannot be located within 21 days following the passenger's arrival the air carrier will cover the cost of the damaged or lost mobility aid;
- (b) If a damaged aid can be repaired, the air carrier will cover the passenger's expense for its repair.

Service animals

Should injury or death of a Service Animal result from the fault or negligence of the carrier, the carrier will undertake to provide expeditiously, and at its own expense, medical care for or replacement of the service animal.

Complaints procedure

1. In the case of dispute with the carrier, passengers should, as the first recourse, try to resolve any problem by dealing directly with the carrier. If the passenger has

attempted to resolve a complaint with the carrier and is still not satisfied, the passenger may take the matter to either the Canadian Transportation Agency or the appropriate court, as the passenger prefers.

2. Any claim against the carrier related to improper transportation of a passenger or baggage shall be presented in writing and handed over or sent in accordance with the current legislation.
3. All required documents, which confirm passenger's rights to demand reimbursement depending on the matter of a raised claim, must be attached to the claim, including: a ticket (route-receipt), receipt for tax purposes of paid services, excess baggage ticket, coupon of identification baggage tag, Property Irregularity Report, references about delays and other documents, that may speed up settlement of the claim.
4. Amount of the claim shall be proved by the passenger or another concerned person.
5. In the absence of claims (complaints) within the periods fixed by this tariff for international or domestic air transportations, no claims (complaints) against the carrier shall be accepted, except when the carrier practised deception.
6. Claims shall be considered pursuant to the procedure established by the carrier.
7. Having received a claim, the carrier depending on its complexity and sufficiency of documents attached to it, absence of which makes it impossible to consider claim on the merits of raised requirements, shall forward to claimant within 15 days from the date of its registration notification-request, by which informs the claimant about receipt of the claim, about necessity to present additional documents if necessary and consideration terms which are calculated starting from the moment of documents receipt (initially lodged or on request).
8. The carrier shall be obliged to consider the claim and notify the claimant about its satisfaction or rejection within three months from the date of its receipt, if transportation, in connection with which the claim was made, was performed by the carrier.

If other carriers took part in such transportation, the term of claim's consideration may be extended up to six months with taking into account applicable claims settlement rules of other carriers.
9. Any compensation offered to passengers is found in this tariff and is subject to applicable the Convention and the Air Carriage Agreement issued by UIA (UIA's Carriage Agreement).

(C) Time Limitations on Claims and Actions

Under the [Warsaw Convention](#) and the [Montreal Convention](#), whichever may apply, an action for damages must be brought within two years, and a complaint must be made to the carrier within seven calendar days in the case of damage to baggage, and 21 calendar days in the case of delay thereof. For baggage claims, reimbursement for expenses will be based upon acceptable proof of claim. (For details see the Rule 121 (B) Liability in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage 7, 8, 9).

Right for reimbursement of harm is lost if claim concerning the responsibility is not raised within two years in case of international carriage from the date of aircraft arrival to destination or from the date when aircraft was supposed to arrive, or from the date when transportation stopped.

The procedure for counting such term shall be determined by the law which is applied by the court where the claim was submitted.

(D) Jurisdiction

Claim about responsibility of the carrier related to improper air transportation of a passenger or baggage shall be given, by a passenger's choice, to the court at the place of carrier's registration, or by the location of its office (its representative office), where air transportation agreement was concluded, in terms with accordance to applicable legislation, from the date of arrival to destination point, or from the date when aircraft was supposed to arrive, or from the date when transportation was terminated.

The court procedure shall be determined by the law that is applied by the court where claim was given.

A claim with regard to responsibility for harm caused in result of death or bodily injury of a passenger may be given to the courts, mentioned above in this Article D, on the territory of country, which joined the Montreal convention or another international treaty effective in Ukraine, in which passenger for the moment of event has main and permanent place of residence and to/from which the carrier provides services connected with air transportation of passengers on own aircraft or aircraft of other carriers on the basis of commercial agreement, and in which this carrier conducts the activity connected with air transportation of passengers, using premises rented by the carrier or another entity, with which it has a commercial agreement, or which belong to it or such other entity.

If claim is lodged against the carrier on the territory of Ukraine, jurisdiction of the claim shall be determined pursuant to the place of carrier's registration.

(E) Notices

The Carrier will provide each passenger whose transportation is governed by the [Warsaw Convention](#) or the [Montreal Convention](#) with the following notice:

Advice to International Passengers on Carrier Liability

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that international treaties known as the [Montreal Convention](#), or its predecessor, [the Warsaw Convention](#), including its amendments, may apply to the entire journey, including any portion thereof within a country. For such passengers, the treaty, including special contracts of carriage embodied in applicable tariffs, governs and may limit the liability of the Carrier in respect of death or injury to passengers, and for destruction or loss of, or damage to, baggage, and for delay of passengers and baggage.

If your journey also involves carriage by other carriers, you should contact them for information on their limits of liability.

(F) Overriding Law

If any provision contained or referred to in the ticket or this tariff is found to be contrary to an applicable law, government regulation, order or requirement, which cannot be waived by agreement of the parties, such provision, to the extent that it is invalid, shall be severed from the ticket or tariff and the remaining provisions shall continue to be of full force and effect.

(G) Modification and Waiver

No agent, servant or representative of the carrier has the authority to alter, modify, or waive any provisions of the content of carriage or this tariff.

(H) Gratuitous Transportation

Provisions of this tariff shall not apply to passengers travelling free of charge or at reduced fares, which directly or indirectly are not available for other passengers.

The carrier shall not pay any reimbursement in the following cases: the passenger is travelling using a free-of-charge ticket (ID00) or a ticket purchased at reduced price which is not available to other passengers directly or indirectly, except when the carrier issued tickets through its passenger loyalty program for frequent-flyer passengers being members of the "Panorama club", and to passengers travelling using compensation tickets.

Rule 125: Refunds

(A) General

1. The passenger must present to the carrier or its authorized agent the unused flight coupons of a ticket, an itinerary/receipt, a record locator, or a reservation number as satisfactory proof that the passenger has unused portions of a ticket which are eligible for refund.
2. The carrier or its authorized agent will make a refund in the currency in which the ticket was paid to:
 - the person indicated in the ticket – in case of payment for carriage by cash or bank transfer;
 - the account of the enterprise, organization, etc. – in case of payment by clearing operations;
 - the account owner of the credit card, by which transportation was paid;
 - the sponsor, who paid for transportation – in case of ticket issuance by telegram-notification about advance payment (PTA). the person who purchased the ticket.
3. If, at the time of ticket purchase, the purchaser designates another person to whom the refund shall be made, then the refund will be made to the person so designated. To do so, the passenger must contact the carrier directly.
4. Acceptance of a refund by the passenger will release the carrier from further liability.
5. In any instance where refunds are appropriate, the carrier will process requests in a timely manner and refund the fare in the original form of payment. The carrier will process refund requests within 10 business days for credit card purchases, within 30 business days for invoice purchases and within 7 business days for cash or cheque transactions.

(B) Involuntary Refunds

1. Involuntary refunds are not subject to any restrictions contained in the applicable fare rule.
2. The amount of the involuntary refund will be as follows:
 - a) if either part of the ticket was unused, to the amount that is equal to the full cost of the ticket at the price it was purchased;

- b) if any part of the ticket was used, to the amount which is equal to the fare of the unused part of one-way transportation and unused airport charges (taxes), and charges (taxes) of the carrier, from the place where refusal of carriage to destination point occurred.

(C) Voluntary Refunds

In the case of voluntary refund for a ticket, that is if a passenger wants to receive a refund of the amount paid for the ticket and such refund is allowed by the applicable fare rules, then such amount shall be calculated according to the fare regulations of the carrier.

Besides that, the passenger shall be refunded the total of all unused airport charges (taxes) and charges (taxes) of the carrier, except the service charge and other charges for services which were provided to the passenger

(D) Time Limit for Requesting a Refund

1. Tickets can be produced to the carrier for refund of paid amount for partially or completely unused transportation, if the applicable fare rules allow such refund: before departure; or during the validity period of ticket for transportation; or within 30 days after the expiry of the ticket.
2. The carrier can extend the periods indicated in this clause at its own discretion, taking into consideration the circumstances that made it impossible for the passenger to timely present unused, or partially used tickets for refund of paid amounts.

(E) Refunds in the Case of Death

When transportation is cancelled as a result of the death of the passenger, a member of the immediate family or travelling companion, the refund will apply as follows:

1. Refunds in the case of death are not subject to any restrictions contained in the applicable fare rules.
2. If no portion of a ticket has been used, the amount of refund will be equal to the fare and charges paid.
3. If a portion of the ticket has been used, the refund will be equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used and will not be subject to any cancellation fee and/or service charge.

4. Refunds will only be made upon presentation of the unused coupon(s) and death certificate, or a copy duly executed by the competent authorities (i.e. those designated to issue a death certificate by the applicable laws of the country concerned), in the country in which the death occurred.
5. In the case of death of the passenger, the refund will be made to the members of the family of the passenger including his/her parents and parents of his/her spouse, his/her spouse, children of this individual and his/her spouse's children, including adopted children, guardians, grandparents, brothers, sisters, grandchildren and other dependents recognized as such by law

(F) Jury Duty

In the event the passenger is called to jury duty or subpoenaed, a full refund will apply upon presentation of jury summons or subpoena. No other document will be accepted.

(G) Refusal to Refund

The carrier may refuse to refund the passenger's ticket if that ticket:

- a) is presented for refund after its validity has expired;
was purchased at a special fare rate and this fare rules do not provide refund of its cost (in case of purchase of the ticket at such special fare, the passenger must be notified about this by the seller, being the carrier or its sales agent, at the time of reservation), and the ticket or any other informative document must be marked with a respective mark.

Attachment 1. Applicable CARRIER's charges/fees

1. Applicable Fees for Seat Selection*

| Services | PRICE APPLIED (CAD) | | | | NOTE |
|--|--------------------------------|---------------|------|----------|------|
| | UP TO 48H BEFORE STD* | AIRPORT PRICE | | ON BOARD | |
| | | CHECK-IN | GATE | | |
| Paid seats (in Economy Class) | | | | | |
| Short-haul flights (Zone 1) | | | | | |
| Emergency row | 20 | 35 | 35 | 55 | - |
| 1 st row | 20 | 35 | 35 | 55 | - |
| 2 nd - 6 rd rows | 15 | - | - | - | - |
| Window/Aisle seat | 7 | - | - | - | - |
| Other seats | 5 | - | - | - | - |
| Middle-haul flights (Zone 2/2a) | | | | | |
| Emergency row | 25 | 35 | 35 | 55 | - |
| 1 st row | 25 | 35 | 35 | 55 | - |
| 2 nd - 6 rd rows | 20 | - | - | - | - |
| Window/Aisle seat | 10 | - | - | - | - |
| Other seats | 7 | - | - | - | - |
| Long-haul flights (Zone 3) (The USA, China, Thailand, Sri Lanka, India, Canada) | | | | | |
| Emergency row | 65 | 70 | 70 | 85 | - |
| 1 st row | - | 70 | 70 | 85 | - |
| 2 nd - 6 rd rows | 35 | - | - | - | - |
| Window/Aisle seat | 20 | - | - | - | - |
| Other seats | 15 | - | - | - | - |
| Fee for providing a boarding pass | | | | | |
| Fee per passenger | - | 25 | - | - | |

*Prices shown are subject to error and change

2nd revised page**2. Excess Baggage Charges*****2.1.**

| Baggage | | PRICE APPLIED (CAD)* | | | | NOTE |
|---|-------------------|--------------------------------|---------------|------|-------------|------------------------------------|
| | | UP TO 24H BEFORE STD* | AIRPORT PRICE | | ON BOARD | |
| | | | CHECK- IN | GATE | | |
| The 1 st bag in excess of free allowance 1PC or 2PC according to the ticket | CA - Zone 1 | 85 | 170 | 205 | - | Also applicable for SPEQ/BIKE/WEAP |
| | CA - Zone 2 | 85 | 170 | 205 | - | |
| | CA - (IL) Zone 2a | 85 | 170 | 205 | - | |
| | CA - Zone 3 | 85 | 170 | 205 | - | |
| | CA - Zone 4 | 130 | 260 | 305 | - | |
| The 2nd and each additional piece of baggage in excess of free allowance 1PC or 2PC according to the ticket | CA - Zone 1 | 130 | 170 | 205 | - | - |
| | CA - Zone 2 | 130 | 170 | 205 | - | - |
| | CA – (IL) Zone 2a | 130 | 170 | 205 | - | - |
| | CA - Zone 3 | 130 | 170 | 205 | - | - |
| | CA - Zone 4 | 190 | 225 | 305 | - | - |
| Each piece of any bag weighting more than 23 kg and up to 32 kg (OWERW) | CA - Zone 1 | 65 | 130 | 160 | - | - |
| | CA - Zone 2 | 65 | 130 | 160 | - | - |
| | CA - (IL) Zone 2a | 65 | 130 | 160 | - | - |
| | CA - Zone 3 | 65 | 130 | 160 | - | - |
| | CA - Zone 4 | 130 | 260 | 315 | - | - |
| Each bag in excess of 3 dimensions 158cm to 300cm (OWERS) | CA - Zone 1 | 85 | 170 | 205 | - | - |
| | CA - Zone 2 | 85 | 170 | 205 | - | - |
| | CA – (IL) Zone 2a | 85 | 170 | 205 | - | - |
| | CA - Zone 3 | 85 | 170 | 205 | - | - |
| | CA - Zone 4 | 255 | 510 | 615 | - | - |

Prices shown are subject to error and changeReference: Table with zone definition see in Attachment 1 (point 3)*

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2.2. Other baggage charges

| Baggage | | PRICE APPLIED (CAD)* standard price | | | | NOTE |
|--|------------------|--|---------------|------|-------------|----------------------------|
| | | UP TO 24H BEFORE STD* | AIRPORT PRICE | | ON BOARD | |
| | | | CHECK- IN | GATE | | |
| Vaulting poles (POLE) Fee for 1 set (OW) weight up to 23kg, size up to 30x30x520 cm, including package | CA - Zone 1 | 310 | 310 | - | - | 50 % discount is not valid |
| | CA - Zone 2 | 310 | 310 | - | - | |
| | CA – (IL)Zone 2a | 310 | 310 | - | - | |
| | CA - Zone 3 | 310 | 310 | - | - | |
| | CA - Zone 4 | 310 | 310 | - | - | |

**Prices shown are subject to error and change*

Reference: Table with zone definition see in Attachment 1 (point 3)

2nd revised page**3. Definitions of zones**

| Zones | CARRIER regular and charter flights |
|----------------------------------|---|
| Zone 1 (short haul flights) | All domestic flights (within Ukraine) |
| Zone 2 (middle haul flights) | <ul style="list-style-type: none"> • Europe (except Ukraine), including European part of Russia and part of Russia located in Asia, including Siberia, but except Far East (see Zone 3) • Central Asia -Kazakhstan, Turkmenistan, Uzbekistan, <u>Kyrgyzstan</u>, Tajikistan • Middle East - Egypt, Libya, Jordan, Oman, Lebanon, United Arab Emirates, Bahrain, Saudi Arabia, Syria, Kuwait, Iraq, Iran, Afghanistan, Pakistan, Yemen, Qatar, Turkey, Azerbaijan, Armenia, Georgia, Palestine, Cyprus • North Africa -Algeria, Morocco, Tunisia |
| Zone 2a (middle haul flights) | <ul style="list-style-type: none"> • Israel |
| Zone 3 (long haul flights) | <ul style="list-style-type: none"> • Russia Far East (Russia Far East federal district) – Magadan Region, Primorye Territory, <u>Sakha Republic</u> (Yakutia), <u>Sakhalin Region</u>, Khabarovsk Territory, <u>Chukchi Autonomous District</u> • India, Sri Lanka, Mongolia, China, North and South Korea, Nepal, Bangladesh, Bhutan, Burma, Thailand, Vietnam, Laos, Cambodia • USA, Canada |
| Zone 4 (long haul flights) | Other world |

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4. Unaccompanied Minors and other services fees (one-way trip for one child)*

4.1. Unaccompanied minors

| Services | PRICE APPLIED (CAD) | | | | NOTE |
|--|-----------------------------|---------------|------|-------------|------|
| | UP TO 24H BEFORE STD* | AIRPORT PRICE | | ON BOARD | |
| | | CHECK- IN | GATE | | |
| Unaccompanied Minors (UMNR) | | | | | |
| Domestic direct flights (DOM) | 55 | 55 | - | - | - |
| Domestic flights with transfer connection (DOM-DOM) | 70 | 70 | - | - | - |
| Medium-haul flights (Zone 2/2a) | | | | | |
| Medium-haul international direct flights from/to Ukraine (INT) **exception - direct flights LGW-KBP or KBP-LGW | 95 | 95 | - | - | - |
| Direct flights: LGW-KBP and KBP-LGW | 110 | 110 | - | - | - |
| Domestic + medium-haul international flights with transfer within Ukraine (DOM-INT/INT-DOM) | 125 | 125 | - | - | - |
| Medium-haul international flights with transfer through Ukraine (INT-INT) | 155 | 155 | - | - | - |
| Long-haul flights (Zone 3/4) | | | | | |
| Direct long-haul international flights (INT) | 140 | 140 | - | - | - |
| Domestic + long-haul international flights with transfer within Ukraine (DOM-INT/INT-DOM) | 155 | 155 | - | - | - |
| Medium-haul international flights + long-haul international flights with transfer through Ukraine (INT-INT) | 170 | 170 | - | - | - |

| | | | | | |
|---|-----|-----|---|---|---|
| Long-haul international flights + Long-haul international flights with transfer through Ukraine (INT-INT) | 230 | 230 | - | - | - |
|---|-----|-----|---|---|---|

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4.2. Upgrade Comfort Services

| Services | PRICE APPLIED (CAD) | | | | NOTE |
|--|--------------------------------|---------------|------|-------------|---------------------|
| | UP TO 24H BEFORE STD* | AIRPORT PRICE | | ON BOARD | |
| | | CHECK- IN | GATE | | |
| Upgrade comfort | | | | | |
| Short-haul flights (CA - Zone 1) | | | | | |
| To Business Class on UIA flights within Ukraine | - | 135 | 135 | - | Free for INF |
| Middle-haul flights (CA - Zone 2/2a) | | | | | |
| To Business Class on UIA flights between KBP and VNO/KIV/MSQ and VIN-WAW | - | 135 | 135 | - | Free for INF |
| To Business Class between KBP and WAW/RIX/ESB/ARN/TXL/PRG/HELIST/KUT/PLQ /BUD and ODS-IST, ODS-LWO | - | 185 | 185 | - | Free for INF |
| To Business Class other Middle-haul flights (except flights listed above) | - | 260 | 260 | - | Free for INF |
| To Business class on UIA flights between KBP and VIE, NCE, GVA, ZRH and DXB-KBP | - | - | - | - | n/a |
| Long-haul flights (CA - Zone 3) | | | | | |
| To Premium Economy class | - | 400 | 400 | - | Free for INF |
| From Premium Economy class to Business class (except flights between KBP and PEK/DEL) | - | 780 | 780 | - | n/a for CHD and INF |
| From Premium Economy class to Business class on UIA flights between KBP and PEK/DEL | - | 460 | 460 | - | n/a for CHD and INF |

| | | | | | |
|--|---|------|------|---|---------------------|
| From Economy class to Business class on UIA flights between KBP and PEK/DEL | - | 780 | 780 | - | n/a for CHD and INF |
| From Economy class to Business class on UIA flights (except flights between KBP and PEK/DEL) | - | 1040 | 1040 | - | n/a for CHD and INF |

**Prices shown are subject to error and change*

Reference: Table with zone definition see in Attachment 1 (point 3)

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5. Charge of transportation of animal and container/kennel*

| Baggage | | PRICE APPLIED (CAD)* | | | | NOTE |
|---|-------------------|--------------------------------|---------------|------|-------------|-------------------------------------|
| | | UP TO 24H BEFORE STD* | AIRPORT PRICE | | ON BOARD | |
| | | | CHECK- IN | GATE | | |
| AVIH up to 32kg (animal + container) | CA - Zone 1 | 310 | 310 | 375 | - | 50 % discount is not valid |
| | CA - Zone 2 | 310 | 310 | 375 | - | |
| | CA – (IL) Zone 2a | 310 | 310 | 375 | - | |
| | CA - Zone 3 | 310 | 310 | 375 | - | |
| | CA - Zone 4 | 310 | 310 | 375 | - | |
| AVHH more than 32kg up to 75kg (animal + container) | CA - Zone 1 | 615 | 615 | 740 | - | 50 % discount is not valid |
| | CA - Zone 2 | 615 | 615 | 740 | - | |
| | CA – (IL) Zone 2a | 615 | 615 | 740 | - | |
| | CA - Zone 3 | 615 | 615 | 740 | - | |
| | CA - Zone 4 | 615 | 615 | 740 | - | |
| PETC (animal + container) | CA - Zone 1 | 155 | 310 | 375 | - | - |
| | CA - Zone 2 | 155 | 310 | 375 | - | - |
| | CA – (IL) Zone 2a | 155 | 310 | 375 | - | - |
| | CA - Zone 3 | 155 | 310 | 375 | - | - |
| | CA - Zone 4 | 155 | 310 | 375 | - | - |
| Service animals(ESAN/SVAN) | All Zones | free | free | free | - | - |

*Prices shown are subject to error and change

Reference: Table with zone definition see in Attachment 1 (point 3)