

Condor Flugdienst GmbH

CTA (A) No. 4  
(Version 1.0)

# Tariff

Tariff containing rules applicable to international scheduled services for the transportation of passengers and their baggage between **Points inside and outside Canada**



Issue date: July 31, 2023

Effective date: August 1, 2023\*

\*As per CTA Order 2023-A-3

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# Part I – 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
APPR	<i>Air Passenger Protection Regulations</i>
ATPDR	<i>Accessible Transportation for Persons with Disabilities Regulations</i>
CAD	Canadian dollar(s)
CTA	Canadian Transportation Agency also referred to as the "Agency"
EMDS	Electronic Miscellaneous Documents
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)
U.S. DoT	United States Department of Transportation

YPTA Young Person Travelling Alone

## Rule 1: Definitions

"Agency" means the Canadian Transportation Agency.

"APPR" means the *Air Passenger Protection Regulations*.

"assistive device" means any medical device, mobility aid, communication aid or other aid that is specially designed to assist a person with a disability with a need related to their disability.

"ATPDR" means the *Accessible Transportation for Persons with Disabilities Regulations*.

"ATR" means the *Air Transportation Regulations*.

"baggage" means any good that is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

"baggage check" means those portions of the ticket which provide for the carriage of passenger's checked baggage and which are issued by carrier as a receipt for passenger's checked baggage.

"baggage identification tag" means a document issued by the carrier solely for identification of checked baggage, part of which is given to the passenger as a receipt for the passenger's checked baggage and the remaining part is attached by the carrier onto a particular piece of the passenger's checked baggage.

"bank of seats" means passenger seats that are immediately adjacent to each other and does not include passenger seats that are across the aisle.

"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.

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

**"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 Condor Flugdienst GmbH

**"checked baggage"** means baggage of which the carrier takes sole custody and for which the carrier issues a baggage identification tag.

**"check-in deadline"** is the time limit specified by the carrier by which the passenger must have completed check-in formalities and received a boarding pass.

**“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.

**“code-share”** refers to a marketing agreement 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).

**“commercial agreement”** means an agreement to sell tickets on another carrier's flight, or each other's flights (like a code-share, or a block space agreement).

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

**“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. **Note:** For roundtrip international transportation that originates and ends in Canada, the Montreal Convention will apply to the passenger's journey.

**“Country of commencement of transportation”** means the country from which travel on the first international sector takes place.

**“Country of payment”** means the country where payment is made by the purchaser to the airline or its agent; payment by cheque, credit card or other banking instruments shall be deemed to have been made at the place where such instrument is accepted by the airline or its agent.

**“curbside zone”** means an area that is located outside of a terminal where passengers are picked up or dropped off and that is owned, operated, leased or otherwise controlled by the terminal operator.

**“denial of boarding”** occurs when a passenger is not permitted to occupy a seat on-board a flight because the number of seats that may be occupied on the flight is less than the number of passengers who have checked in by the required time, hold a confirmed reservation and valid travel documentation, and are present at the boarding gate at the required boarding time.

**“destination”** is a deliberate break of a journey initiated by the passenger and agreed to in advance by the carrier at a point after the place of departure but before the ultimate destination has been reached. The deliberate break must be for a purpose other than changing

aircraft. Transportation to a destination may involve multiple flight segments on a single ticket/itinerary.

**"destination, ultimate"** see **ultimate destination**.

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

**"domestic transportation"** means air transportation between points in Canada, from and to the same point in Canada or between points in Canada and a point outside Canada that is not in the territory of another country.

**"emotional support animal"** means an animal that provides emotional support, comfort, or therapeutic benefits to meet the disability-related needs of a person with a disability, but has not been individually trained by an organization or person specializing in such training to perform a specific task to assist the person with a disability-related need.

**"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.

**"flight coupon"** means that portion of the ticket which is either held electronically in the carrier's database or on paper when a paper ticket is issued to a passenger. It indicates the particular points between which the passenger is entitled to transportation.

**"gratuitous carriage"** means air transportation of passengers, goods or animals for no reward.

**"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 also included in immediate family.

**"international transportation"** means air transportation between Canada and a point in the territory of another country.

**"involuntary refunds"** means any refund made in the event:

- the passenger is prevented from using all or a portion of their ticket;
- the passenger's original class of service is changed to a lower class of service; or
- the passenger is unable to use any additional service purchased in situations set out in:

- Rule 90, Delay or cancellation – outside the carrier's control,
- Rule 91, Delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes,
- Rule 95, Denial of boarding – outside the carrier's control,
- Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes,
- Rule 121, Liability of the carrier for loss, damage to or delay of baggage, passenger delay or death or bodily injury – international transportation.

**"itinerary/receipt"** means a travel document or documents the carrier or its agent issues to the passenger travelling on a ticket. The itinerary/receipt contains the passenger's name, flight information and notices relevant for the journey. This document is to be retained by the passenger during the entire journey.

**"Large Carrier APPR"** is a carrier that has transported a worldwide total of two million passengers or more during each of the two preceding calendar years.

**"Large Carrier ATPDR"** is a carrier that has transported a worldwide total of one million passengers or more during each of the two preceding calendar years.

**"minor"** means a person who has not reached their 12th birthday on the date that travel commences.

**"miscellaneous charges order (MCO)"** is an accounting document, similar to an airline ticket, used to process the payment of travel arrangements. It is used for non-transport charges such as group deposits, excess baggage, optional services and various other miscellaneous charges levied by an air carrier.

**"mobility aid"** means any manual or electric wheelchair, scooter, boarding chair, walker, cane, crutch, prosthesis or other aid that is specially designed to assist a person with a disability with a need related to mobility.

**"normal fare"** means the highest priced fare established for a first, business or economy class service during the period of applicability.

**"NUC"** means the neutral unit of construction on request via reservations.

**"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.

**“open jaw trip”** means any trip comprising of two separate fare components with a surface break.

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

**“passenger”** means any person, except members of the crew, carried or to be carried in an aircraft with the consent of the carrier pursuant to a valid contract of carriage.

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

**“priority baggage”** means baggage that will be the last items to be stowed in the aircraft hold and the first items to be removed. Aids required for the mobility or well-being of persons with disabilities shall be treated as priority baggage.

**“refusal to transport”** means, despite a passenger holding a valid ticket, the carrier will not carry or, if necessary, will remove the passenger from a flight at any point for reasons found in Rule 105, Refusal to Transport.

**“required for safety purposes”** means required by law in order to reduce risk to passenger safety and includes required by safety decisions made within the authority of the pilot of the aircraft or any decision made in accordance with a *safety management system* as defined in subsection 101.01(1) of the *Canadian Aviation Regulations* but does not include scheduled maintenance in compliance with legal requirements.

**“rerouting”** means any change to ticketed points.

**“reservation”** is a record, either in paper form or in electronic form, of the accommodation held by a passenger on any given flight. The reservation would specify the date and times of travel, flight number and the class of service to be provided to the passenger.

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

**“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 dog**" means a dog that has been individually trained by an organization or person specializing in service dog training to perform a task to assist a person with a disability with a need related to their disability.

"**severe allergy**" means an allergy to an allergen that may cause a person to experience significant physical distress if they are directly exposed to the allergen.

"**situations outside the carrier's control**" include, but are not limited to the following:

- war or political instability;
- illegal acts or sabotage;
- meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;
- instructions from air traffic control;
- a NOTAM, (Notice to Airmen) as defined in subsection 101.01(1) of the *Canadian Aviation Regulations*;
- a security threat;
- airport operation issues;
- a medical emergency;
- a collision with wildlife;
- a labour disruption within the carrier or within an essential service provider such as an airport or an air navigation service provider;
- a manufacturing defect in an aircraft that reduces the safety of passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority; and
- an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

"**Small Carrier APPR**" means any carrier that is not a Large Carrier APPR. For greater certainty, Small Carrier APPR means a carrier that has not transported a worldwide total of two million



passengers or more during each of the two preceding calendar years. For the purposes of APPR, the small carrier has the same obligations as a Large Carrier APPR towards a passenger that it carries on behalf of a Large Carrier APPR under a commercial agreement with that carrier.

**"Small Carrier Non-ATPDR"** means any carrier that is not a Large Carrier ATPDR. For greater certainty, Small Carrier Non-ATPDR means a carrier that has not transported a worldwide total of one million passengers or more during each of the two preceding calendar years.

**"special drawing rights (SDR)"** is a unit of account of the International Monetary Fund.

**"special fare"** means any fare other than a normal fare.

**"stopover"** is, for the purposes of fare construction and establishing the applicable fare or fares which apply to a passenger's itinerary, a deliberate break of a journey initiated by the passenger and agreed to in advance by the carrier at a point between the place of departure and the place of ultimate destination. The deliberate break in the journey must be for a purpose other than changing aircraft and might result in a calculation of additional charges as set out in the corresponding fare rules.

**"support person"** means a person who is needed by a person with a disability, because of the nature of their disability, after departure and before arrival for assistance with eating meals, taking medication, using the washroom, transferring to and from a passenger seat, orientation and communication; or for physical assistance in an emergency, including in the case of an evacuation or decompression.

**"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.

**"tarmac delay"** occurs when a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed.

**"ticket"** means either a paper or electronic document issued by or on behalf of the carrier which includes the passenger's flight coupons. The ticket serves as evidence of payment of air fare and constitutes for the passenger proof of their contract of carriage. In instances where a ticket exists as an electronic document, the carrier issues to the passenger, as proof of purchase, an itinerary/receipt.

**"traffic"** means any persons or goods that are transported by air.

**"transfer point"** means any point at which the passenger transfers between aircraft.

**"ultimate destination"** is the ultimate stopping place according to the tariff/contract of carriage as shown on the ticket/itinerary. In round trip itineraries, the ultimate destination and the origin are the same.

**"unchecked baggage"** means any baggage (carry-on) accompanying the passenger other than checked baggage.

**"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 for the difference in cost for a lower class of service for any situation not covered by the APPR, or for an additional service for reasons other than those mentioned under the definition of an involuntary refund.

**"voucher"** means a document or certificate provided by the carrier, either in paper or electronic format, to a passenger which acts as a form of payment. A voucher has a certain monetary value associated with it which is established by the carrier and may be used towards the purchase of future travel or additional services offered by the carrier or the provision of incidental services such as meals, ground transportation, and hotel accommodation. Vouchers may be provided by the carrier as a goodwill gesture.

**Voucher policy:**

Vouchers: may be used towards future purchase of travel or future purchase of ancillaries as a result of cancellation/complaints/schedule changes/promotions. Depending on purpose, voucher may have a date of expiry.

## Rule 5: Application of tariff

### (A) General

- (1) This tariff shall apply to carriage of passengers and their accompanying baggage, and to all services incidental thereto:
  - (a) For carriage on flights operated and marketed (carrying a Condor Flugdienst GmbH flight number) to a passenger by Condor Flugdienst GmbH, and
  - (b) For carriage on flights marketed by Condor Flugdienst GmbH to a passenger but operated by another carrier.
- (2) With the exception of code-share agreements, when the carrier issues a ticket, baggage check, or makes any other arrangements for transportation over the services of, and in the name 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.
- (3) Air transportation will be subject to the rules, rates, fares and charges published or referred to in this tariff, in effect on the date of the ticket issuance.
- (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 contents of this tariff constitute 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) Except as required by applicable laws, government regulations, orders and requirements, Condor's rules, regulations and conditions of carriage as found in this tariff are subject to change without notice, provided that no such change(s) shall apply to a contract of carriage after the carriage has commenced.
- (7) Except as otherwise provided in this tariff, the applicable rules, fares and charges for carriage of passengers and/or baggage are those duly published by the carrier and shall be those in effect on the date of commencement of carriage covered by the first flight coupon of the ticket. When the fares or charges collected are not the applicable fares or charges, the differences will be refunded to or collected from the passenger, as may be appropriate.

- (8) No increase in fares or charges applicable to the carriage of passengers will be collected or more restrictive conditions of such carriage applied in the event that an increase in fares or charges occurs or more restrictive conditions are imposed between the time of ticket issuance and the effective date of any subsequent tariff containing such an increase or more restrictive conditions of carriage, provided:
- (i) The ticket is issued on Condor ticket stock which means the ticket is imprinted with the Condor carrier code in the ticket serial number (881) and issued and validated with an official Condor validator by an authorized Condor employee, a Condor appointed travel agency or other person authorized to issue Condor ticket stock:
  - (ii) The ticket is issued with confirmed reservations from point of origin in Canada to the first point of stopover in area 2 (Europe, Africa) at the fares and charges applicable on the date of ticket issuance for the date of commencement of travel. The date of the ticket issuance is determined by the validator stamped or imprinted on the ticket.
  - (iii) The confirmed ticketed reservations are not changed and the ticket is not reissued at the passenger's request.
  - (iv) Sale occurs and ticket is issued in Canada.

## **(B) Liability under the applicable tariff**

- (1) For international transportation, in the case of damages due to death or bodily injury, passenger delay and lost, damaged, and delayed baggage, the carrier will be subject to the rules relating to liability established by, and to all other provisions of either the Warsaw or the Montreal Convention. The carrier may stipulate that the limits of liability contained in this tariff are higher than those provided for within the applicable Convention or that there are no limits of liability whatsoever. In all other instances, tariff rules which are inconsistent with any provision of the applicable Convention will, to that extent, be inapplicable to international transportation (see Rule 121, Liability - international transportation).
- (2) Carrier liability under the APPR:
- (a) The carrier operating a flight is liable to passengers with respect to the obligations set out in sections 7 to 22 and 24 of the APPR, or, if they are more favourable to those passengers, the obligations on the same matter that are set out in the applicable tariff.

- (b) However, if one carrier carries passengers on behalf of another carrier under a commercial agreement, the carriers are jointly and severally, or solidarily, liable to those passengers with respect to the obligations set out in sections 7, 22 and 24 of the APPR, or, if they are more favourable to those passengers, the obligations on the same matter that are set out in the applicable tariff.

## **(C) Overriding law/severability**

- (1) 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 in full force and effect.

## **(D) Gratuitous carriage**

- (1) All passengers who are transported gratuitously by the carrier will be governed by all the provisions of this Rule and by all other applicable rules of this tariff however, the carrier reserves the right to exclude the application of all or any part of this tariff.

## **(E) Passenger recourse**

- (1) Any compensation offered to passengers is found in this tariff and is subject to applicable government regulations.
- (2) In the case of dispute with Condor Flugdienst GmbH, 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.

## **(F) Modification and waiver**

- (1) No agent, servant or representative of the carrier has the authority to alter, modify, or waive any provisions of this tariff.

## **(G) Self identification – large or small carrier**

### **APPR**

- (1) For the purposes of establishing obligations toward passengers under the APPR, Condor Flugdienst GmbH declares that it is a Large Carrier pursuant to the APPR.

### **Accessibility for persons with disabilities**

- (2) For the purposes of establishing obligations toward passengers with disabilities under the ATPDR or otherwise, Condor Flugdienst GmbH declares that it is a Large Carrier pursuant to the ATPDR and that it has included a statement on its website indicating that it is subject to the ATPDR.

# Part II – Before departure



# Part II – Before departure

## Rule 10: Application of fares and charges

### (A) General

- (1) Applicable fares are those published by or on behalf of the carrier or, if not published, constructed in accordance with the carrier's tariff.
- (2) 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 their own expense and are not subject to the terms of this tariff.
- (3) Fares, rates and charges are filed through the Airline Tariff Publishing Company (ATPCO) in Tariff DE1 – NTA (A) No. 554.

### (B) Fares in effect

- (1) Subject to government requirements and this tariff:
  - (a) The applicable fare is the fare in effect on the date of the ticket issuance.

### (C) Routing

- (1) Unless otherwise provided in the carrier's tariff, fares apply only to their associated routing.
- (2) 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)

### (D) Taxes and charges

- (1) Any tax or charge imposed by government or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and will be payable



by the passenger, 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 and except those countries listed below, which are expressed in (A) US dollars, or (B) in Euros:

### (A) US Dollars

Afghanistan	Cambodia
Angola	Cayman Islands
Anguilla	Chile
Antigua And Barbuda	Colombia
Argentina	Congo, Dem. Rep. Of
Bahamas	Costa Rica
Bangladesh	Cuba
Barbados	Dominica
Belize	Dominican Republic
Bermuda	Ecuador
Bolivia	El Salvador
Bonaire	Eritrea
Brazil	Ethiopia
Burundi	Gambia

Ghana	Peru
Grenada	Philippines
Guatemala	Rwanda
Guinea	Saba
Guyana	Saint Eustatius
Haiti	Saint Kitts and Nevis
Honduras	Saint Lucia
Indonesia	Saint Vincent and the Grenadines
Iraq	Sao Tome and Principe
Israel	Seychelles
Jamaica	Sierra Leone
Kenya	Somalia
Laos	Sri Lanka
Lebanon	State of Palestine
Liberia	Suriname
Madagascar	Tanzania
Malawi	Timor Leste
Maldives	Trinidad and Tobago
Mexico	Turkey
Mongolia	Turkmenistan
Montserrat	Turks and Caicos Islands
Nicaragua	Uganda
Nigeria	United States and U.S. Territories
Panama	Uruguay
Paraguay	Venezuela

Vietnam

Zambia

Virgin Islands

Zimbabwe

**(B) Euros**

Albania

Ireland

Armenia

Italy

Austria

Kyrgyzstan

Azerbaijan

Latvia

Belarus

Lithuania

Belgium

Luxembourg

Bosnia And Herzegovina

North Macedonia (Fyrom)

Bulgaria

Malta

Cape Verde

Moldova

Croatia

Monaco

Cyprus

Montenegro

Estonia

Netherlands

Finland

Portugal

France Except French Polynesia  
(Including Wallis And Futuna)

Romania

Russia

Serbia

New Caledonia (Including Loyalty  
Islands)

Slovakia

Slovenia

Georgia

Spain

Germany

Tajikistan

Greece

Uzbekistan

Guadeloupe

- (4) All add-ons shall be established in the currency of the country concerned, or where agreed, in US Dollars or in Euros, or in any other currency.
- (5) EMDS for unspecified transportation when honored for payment of air transportation shall be subject to the provisions of Rule 25 (currency of payment). The country of payment of EMDS shall be considered the country of original issue and determine construction rules to apply.

## 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.
- (5) Transit taxes at connecting points will be borne by Condor in the case of scheduled overnight or other stops on through services.

# 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
- (3) Bank debit card, where facilities permit
- (4) MCOs (miscellaneous charges orders)
- (5) Vouchers
- (6) Redeemable travel points or travel miles.

## 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 commences in the United States, payment for tickets will be in U.S. dollars at the U.S. dollar fare, or its equivalent in other currencies converted to U.S. dollars at the bankers' buying rate of exchange.
- (4) When travel originates outside Canada/United States 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.
- (5) When travel originates outside Canada/United States but payment is made in the United States, the published fare in anything other than U.S. dollars will be converted to U.S. currency at the bankers' buying rate of exchange.
- (6) When travel originates outside Canada/United States and payment is not made in Canada or the United States, the published fare will be converted to local currency at the bankers' buying rate of exchange.
- (7) When a transportation document is presented for either rerouting or refund at:  
points in the US/Canada, or points outside the US covering travel originating and paid for in the US, the difference between the value of the revised journey and the value of the original transportation document shall be calculated in the currency of the country in which travel commenced.
  - (a) if the value of the revised journey exceeds the value of the original transportation document, the difference in value shall constitute an additional collection and it shall be converted from the currency in which calculated into the currency being collected from the passenger or purchaser at the local bankers' buying rate of exchange in effect at the time of such transaction; or

(b) if the value of the original transportation document exceeds the value of the revised journey, the difference in value shall constitute a refund and it shall be converted from the currency in which calculated into the currency being refunded to the passenger or purchaser at the local bankers' buying rate of exchange in effect at the time of such transaction.

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

(8) For travel commencing in Area 1 (except US/Canada/Area 2/Area 3 via a point in the US when tickets are issued and paid for in the US)

(a) Where one way, round trip, circle trip or open jaw transportation originates outside the US/Canada and travel is via the US on any portion of the journey, the applicable fare shall be the sum of:

(i) the applicable US dollar fare(s) from the first ticketed point of arrival or the last point of departure in the US to the first construction point outside the US; plus

(ii) the applicable local currency fare for all other portions of the journey, calculated in the currency of the country of origin, converted to US dollars at the bankers' buying rate.

(b) Separate ticket(s) must be issued for any portion in accordance with (a) above where the fare for such portion is based on the US dollar fare from the US.



## Rule 30: Classes of service

### (A) Business class or class “C”

- (1) Fares apply when travel is in the business class compartment of combination compartment flights operated with jet aircraft featured with a business class. The business class section will be located in the forward-most compartment of the aircraft.
- (2) Separate check-in facilities will be provided for passengers eligible for business class seating where such facilities exist.
- (3) Passengers seated in the business class section between Canada/US and Germany will be afforded in-flight amenities such as complimentary beverages and the complimentary use of headsets for audio/visual entertainment (where such feature is provided in flight).

### (B) Premium Economy class or class “Y”

- (1) The premium economy class section will be located immediately behind the business class section.
- (2) Separate check-in facilities will be provided for passengers in premium economy seating where such facilities exist.
- (3) Passengers seated in the premium economy class section will be provided premium economy class service.
- (4) Premium economy class services will consist of in-flight amenities such as complimentary beverages and the complimentary use of headsets for audio/visual entertainment (where such feature is provided in flight).

### (C) Economy class or class “M”

- (1) The economy class section will be located in the area of the aircraft immediately behind the premium economy section.
- (2) Passengers seated in the economy class section will be provided economy class service.

- (3) For flights between Canada and Germany or the US and Germany, passengers seated in the economy class section will be afforded in-flight amenities such as complimentary beverages (excluding cocktails, beer and wine) and headsets for rental for audio/visual entertainment (where such feature is provided in flight).

# Rule 40: Reservations

## (A) General

- (1) A reservation for space on a specific flight is valid when the availability and allocation of the space is entered into the carrier's reservation system, a confirmation number/code is obtained from the carrier which authenticates the reservation, the passenger has paid the appropriate fare, and a ticket has been issued for that space. Condor will cancel a reservation at any time without notice if a passenger fails to purchase a ticket for the space reserved.
- (2) The carrier will only issue a ticket against a valid reservation. Subject to payment or other satisfactory arrangements and passenger compliance with the check-in time limits set out in paragraph (E) 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 be valid only for the flight(s) for which reservation(s) have been made, and will only apply between the points named on the ticket and the flight coupons that are presented.
- (3) On any specific flight, the carrier may limit the number of passengers carried at any specific fare. All fares will not necessarily be available on all flights. The number of seats which the carrier shall make available on a specific flight will be determined by the carrier's best judgment as to the anticipated total number of passengers on each flight.
- (4) A reservation or seat request (waitlist) is valid only for the passenger in whose name the reservation or request was originally made. Transfer of reservations or seat requests (name changes) from one passenger to another is not permitted. As an exception to such rule, name changes for totally unused Condor (220-) documents are permitted free of charge for legal name change reasons (for example: marriage or divorce) provided supporting and eligible documentation will be presented along with such request (e.g.; copy of the respective passport and/or marriage certificate) in the event that such transfer occurs without prior approval of Condor, Condor reserves the right to cancel said reservation, waitlisted or requested space.
- (5) If the reservation is made within two days of the departure of the flight, the ticket must be issued not later than the following time: if airport ticketing was agreed upon, at least 90 minutes prior to the scheduled departure time of the flight.

- Such reservation of space is subject to cancellation by the carrier without notice if the passenger has not obtained a validated ticket specifying thereon his/her confirmed reserved space by the time limit agreed upon between the carrier and the passenger.
- (6) A passenger who is holding an unused open-date ticket or a portion of that ticket or is in possession of another electronic document issued to the passenger by the carrier which entitles the passenger to onward travel, or who wishes to change their reservation for another date, will not be entitled to any preferential right to secure a new reservation.
- (7) For provisions related to the assignment of seats on-board an aircraft for all passengers including children, see Rule 41, Seat assignment for passengers including the seating of children under the age of 14 years.
- (8) For more specific provisions related to the assignment of seats on-board an aircraft for persons with disabilities, see Rule 69(C)(1)(b)-(c), Reservations and online services
- (9) For more specific provisions related to making reservations in an accessible manner for persons with disabilities, see Rule 69(C)(3), Reservations and online services.
- (10) The carrier will not accept a reservation for a child under 5 years of age who will be travelling alone, irrespective of whether the child's parent or guardian wishes to use the carrier's unaccompanied minors (UM) service for their child to travel alone (see Rule 60, Acceptance of children and Rule 65, Unaccompanied minors).

## (B) Cancellation of reservations

- (1) The carrier may cancel reservations of any passenger:
- (a) If circumstances require due to situations within a carrier's control as defined in Rule 1, Definitions and applied in Rule 91, Delays or cancellation – within the carrier's control and within the carrier's control but required for safety purposes or Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes;
  - (b) If circumstances require due to situations outside a carrier's control as defined in Rule 1, Definitions and applied in Rule 90, Delays or cancellation – outside the carrier's control or Rule 95, Denial of boarding – outside the carrier's control;

- (c) If circumstances require due to any situation identified in and applied in Rule 105, Refusal to transport; or,
- (d) When the passenger has failed to meet check-in or boarding gate requirements set out in paragraph (E) below.
- (e) If the carrier cancels a passenger's reservation due to (B)(1)(a) (above), the passenger may be eligible to take advantage of the provisions found in Rule 91, Delays or cancellation – within the carrier's control and within the carrier's control but required for safety purposes or Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes.
- (f) If the carrier cancels a passenger's reservation due to (B)(1)(b) (above), the passenger may be eligible to take advantage of the provisions found in Rule 90, delays or cancellation – outside the carrier's control or Rule 95 Denial of boarding – outside the carrier's control.
- (g) If the carrier cancels a passenger's reservation due to (B)(1)(c) (above), the passengers will be treated in accordance with the provisions of Rule 105, Refusal to transport.

## (C) Passenger's responsibility

- (1) 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 (E) below. Flights will not be delayed for passengers who have not completed any of these pre-boarding requirements.
- (2) The passenger should provide the carrier with their preferred means of communication from among means offered by the carrier (for example, email address and/or telephone numbers) when the carrier solicits point of contact information from the passenger in case the carrier must communicate with the passenger prior to their departure or at any point during the passenger's itinerary. The carrier has an obligation to communicate information to its passengers as per Rule 97, Communication of information – cancellation, delay, tarmac delay, or denial of boarding.

## (D) Failure to occupy seat

- (1) If the passenger does not occupy space which has been reserved by/for them and the carrier is not notified of the cancellation of such reservation up to and until the scheduled departure of that particular flight, Condor will cancel all other reservations held by such passenger for continuing or return space. Condor is not liable for such cancellation but Condor will refund the passenger in accordance with the voluntary refunds provisions published in this Tariff.

## (E) Check-in time limits

Travel	Recommended check-in time*	Check-in/baggage drop-off deadline**	Boarding gate deadline***
International	180 minutes	60 minutes	45 minutes

If the passenger fails to meet either the check-in/baggage drop off deadline or the boarding gate deadline specified in the above chart, Condor may reassign any pre-reserved seat and/or cancel the reservation of the passenger and Condor may not be able to transport the passenger's baggage. Condor is not liable for loss or expense due to passenger's failure to comply with this provision.

**\*Recommended check-in 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 Berlin to Toronto leaves at 4:00 pm, Condor recommends that the passenger check in by 1:00 pm (180 minutes before their flight).

**\*\*Check-in and baggage drop-off deadline:** The passenger must have checked in, obtained their boarding pass and **checked all baggage** at the baggage drop-off counter before the check-in deadline for their flight. e.g. if the passenger's flight from Calgary to Lisbon leaves at 7:00 a.m., the passenger is required to have checked in and checked all baggage with carrier by 6:00 a.m. (60 minutes before their flight).

**\*\*\*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 Reykjavik leaves at 11:00 a.m., the passenger must be at the boarding gate no later than 10:15 a.m. (45 minutes before their flight).

# Rule 41: Seat assignment for passengers including the seating of children under the age of 14 years

## (A) Applicability

- (1) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or have purchased.
- (2) Unaccompanied children will be carried pursuant to the provisions of Rule 65, Unaccompanied minors.
- (3) The carrier will not accept a reservation for a child under 5 years of age who will be travelling alone.

## (B) Seat assignment

- (1) The carrier does not guarantee the assignment of any particular space on the aircraft.

### Advance seat selection

- (2) The passenger may pre-select a seat once they have purchased their ticket when booking a fare. If a passenger is choosing a specific seat, a fee may be assessed based on the conditions of the fare purchased (unless the seat is required to meet a disability related need – see (3) below). Nonetheless, complimentary seat selection is available at the time of check-in.

The advance seat selection fee will be charged per passenger and will be applied as set out in the table below:

(a) Applicable fees for travel:

Type of service	Seat selection fee between Canada and international points
Business class	Free of charge
Premium Economy Class	Free of charge
Economy class	From CAD 65 / 35 USD
Economy Light	From CAD 65 / 35 USD

- (b) Seat selection fees will be refunded if:
- (i) the carrier must move the passenger from their pre-paid, pre-selected seat due to an involuntary schedule or airport change or due to safety or operational reasons,
  - (ii) the passenger has a confirmed upgrade to a Normal Fare prior to flight check-in, or,
  - (iii) the carrier must move the passenger from their pre-paid, pre-selected seat due to an involuntary schedule or airport change or due to safety or operational reasons. No refund applies in case the re-seated seat has the same seat characteristics.
- (3) **Exception:** A person with a disability who requires a specific seat to meet a disability-related need will not be charged a seat selection fee.

For additional obligations on seat assignment for persons with disabilities, including persons who need additional adjacent seating, see:

- Rule 69(C)(1)(b)-(c), Reservations and online services], and Rule 69(F) Services for which advance notice is required.



## (C) Assignment of seats to accompanied children under the age of 14 years

- (1) In order to facilitate the assignment of a seat to a child who is under the age of 14 years that is in close proximity to an accompanying person (parent, guardian or tutor) in accordance with part (D) (below), the carrier will, at no additional charge:
  - (a) assign a seat before check-in to the child that is in close proximity to the accompanying person
  - (b) if the carrier does not assign seats prior to check-in, in accordance with paragraph (a), the carrier will:
    - (i) advise passengers before check-in that the carrier will facilitate seat assignment of children in close proximity to an accompanying person at no additional charge at the time of check-in or at the boarding gate,
    - (ii) assign seats at the time of check-in, if possible,
    - (iii) if it is not possible to assign seats at the time of check-in, the carrier will, via an announcement at the gate, ask for volunteers to change seats at the time of boarding, and
    - (iv) if it is not possible to assign seats at the time of check-in and no passenger has volunteered to change seats at the time of boarding, the carrier will ask again for volunteers on-board the aircraft to change seats before take-off.

## (D) Proximity to accompanying person's seat

- (1) The carrier will facilitate, pursuant to the steps outlined in (C) (above), the assignment of a seat to a child who is under the age of 14 years by offering, at no additional charge:
  - (a) in the case of a child who is 4 years of age or younger, a seat that is adjacent to their accompanying person's seat;
  - (b) in the case of a child who is 5 to 11 years of age, a seat that is in the same row as their accompanying person's seat, and that is separated from that accompanying person's seat by no more than one seat; and

- (c) in the case of a child who is 12 or 13 years of age, a seat that is in a row that is separated from the row of their accompanying person's seat by no more than one row.

## (E) Difference in price

- (1) If the passenger who is assigned seating in accordance with (D)(1) (above) is seated in a lower class of service than their ticket provides, the carrier will reimburse the price difference between the classes of service.
- (2) If the passenger who is assigned seating in accordance with (D)(1) (above) chooses a seat that is in a higher class of service than their tickets provide, the carrier will request supplementary payment representing the price difference between the classes of service.

# Rule 45: Stopovers

## (A) General

- (1) Except as otherwise provided in this rule, stopovers within the validity period of the ticket will be permitted at any scheduled stop unless this tariff or government regulations do not permit a stopover at any such stop.
- (2) 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 except within Canada and between Canada and the U.S.A:** 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 carrier's 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) Where no carrier is indicated between two points, travel is limited to Condor Flugdienst GmbH.
- (7) If more than one routing is applicable via the same fare, the passenger, and 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"** means an identification code comprised of two-characters which is used for commercial and traffic purposes such as reservations, schedules, timetables, ticketing, tariffs and airport display systems. Airline designators are assigned by IATA. When this code appears on a ticket, it reflects the carrier that is marketing the flight, which might be different from the carrier operating the flight.

**"baggage rules"** means 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 of and charges related to special items, e.g. surf boards, pets, bicycles;
- 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.

**"down line carrier"** means any carrier, other than the selecting carrier, that is identified as providing interline transportation to the passenger by virtue of the passenger's ticket.

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

**"interline itinerary"** means all flights reflected on a single ticket involving multiple air carriers. Only travel on a single ticket is subject to the Agency's [Decision No. 144-A-2014](#) related to [Interline Baggage Rules for Canada](#) provided the origin or the ultimate ticketed destination is a point in Canada.

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

**"marketing carrier"** means the carrier that sells flights under its code.

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

**"most significant carrier (MSC) – IATA Resolution 302 as conditioned by the Agency"** means that in this instance, the MSC is determined by applying IATA Resolution 302 methodology as conditioned by the Agency in its [Decision No. 144-A-2014](#). 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"** means the carrier that operates the actual flight.

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

**"selected carrier"** means the carrier whose baggage rules apply to the entire interline itinerary.

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

**"single ticket"** is 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"** is 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"** means 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

- (1) This Rule is applicable to all interline itineraries issued on a single ticket whose origin or ultimate ticketed destination is in Canada.
- (2) It establishes how the carrier will determine which carrier's baggage rules apply to any passenger's entire interline itinerary.

## (B) General

- (1) For the purposes of interline baggage acceptance:
  - (a) the carrier whose designator code is identified on the first segment of the passenger's interline ticket will be known as the selecting carrier.
  - (b) 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

- (1) When Condor is the selecting carrier, it will:
  - (a) Select the MSC, as determined by IATA Resolution 302 as conditioned by the Agency, in order for that carrier's baggage rules, as established in its tariff, to apply to the entire interline itinerary.
- (2) The carrier identified by means of (a) will be known as the selected carrier.

### **Carry-on baggage**

- (3) 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**

- (1) Where Condor 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, Condor 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 Condor 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 selected carrier.
- (2) Condor 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) Condor will provide this information in text format on the passenger's e-ticket confirmation. Any fee information provided for carry-on bags and the first and second checked bag will be expressed as specific charges (i.e., not a range).

### **Web site disclosure**

- (4) Condor will disclose on its Web site, in a convenient and prominent location, a complete and comprehensive summary of all of Condor'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 of and charges related to special items, e.g. surf boards, pets, bicycles;
  - (f) Baggage provisions related to prohibited or unacceptable items, including embargoes;
  - (g) Terms or conditions that would alter or impact the baggage allowances and charges applicable to passengers (e.g. frequent flyer status, early check in, pre-purchasing baggage allowances with a particular credit card); and,
  - (h) Other rules governing treatment of baggage at stopover points, including passengers subject to special baggage allowances or charges.

# Rule 55: Baggage acceptance

## (A) Applicability

- (1) This Rule only applies to flights operated by Condor Flugdienst GmbH ("the carrier") for single carrier (i.e. 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) Subject to the provisions of this tariff related to mobility aids and musical instruments, checked baggage will be carried on the same aircraft as the passenger unless the baggage is delayed or the carrier decides that it is impractical to carry the baggage on the same aircraft.

**Note:** For additional provisions related to the transportation of assistive devices for persons with disabilities, refer to:

- Rule 69(G), Acceptance of mobility aids and other assistive devices

**Note:** For additional provisions related to the transportation of musical instruments, refer to Rule 56(E)(2), Acceptance of Musical Instruments as Baggage.

### (2) Unchecked baggage (carry-on baggage)

- (a) Unchecked baggage must be within the carrier’s size and weight limits to be taken **on-board 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.

**Note:** This provision does not apply to assistive devices for persons with disabilities. For provisions related to the transportation of assistive devices for persons with disabilities, refer to:

- Rule 69(G), Acceptance of mobility aids and other assistive devices

- (c) Objects which are not suitable for carriage as checked baggage (e.g. objects made of glass or ceramic) will only be accepted for transportation in the passenger cabin of the aircraft if advance notice is given to the carrier and the carrier agrees to carry the object. Passengers should contact the carrier or review its Web site for more information about which specific 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.

**Note:** This does not apply to the carriage of musical instruments (See Rule 56 (E)(3), Acceptance of musical instruments as baggage)

## (C) Baggage allowance

- (1) 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. The passenger is always allowed a small personal item (40 x 30 x 10cm) to be stored under the seat.
- (2) The checked piece shall not exceed 32 kg per piece.

### Checked baggage

Type of service	Maximum number of pieces permitted	Max. weight per piece	Dimensions per piece
Business Class	2	32 kg	TTL MAX 158 cm
Premium Economy Class	1	32 kg	TTL MAX 158 cm

Economy Classic	1	23 kg	TTL MAX 158 cm
Economy Light	0	0 kg	N/A

### Unchecked baggage (carry-on baggage)

Type of service	Maximum number of piece permitted	Max. weight	Dimensions per piece
Business Class	3	Max. 10 kg per piece (total of 16 kg for all pieces)	2 pieces of 55 x 40 x 20 cm and 1 piece of 40 x 30 x 10 cm
Premium Economy Class	2	10 kg	1 piece of 55 x 40 x 20 cm and 1 piece of 40 x 30 x 10 cm
Economy Classic	2	8 kg	1 piece of 55 x 40 x 20 cm and 1 piece of 40 x 30 x 10 cm
Economy Light	1	8 kg	40 x 30 x 10 cm

(3) The carrier will accept for transportation assistive devices for persons with disabilities in addition to the baggage allowances set out in the charts above at no additional charge to the person. For provisions related to the transportation of assistive devices for persons with disabilities, refer to:

- Rule 69(G), Acceptance of mobility aids and other assistive devices

(4) 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 carry-on bag in the chart in (2) above, the passenger will be subject to the excess baggage charges set out in the chart in (E) below.

**Note:** Musical instruments will be considered as part of the passenger's baggage allowance and there may be associated fees dependent on the fare purchased. The carrier may also charge additional fees specific to the carriage of musical instruments. (See Rule 56(F), Acceptance of musical instruments as baggage).

- (5) The passenger's name and contact information must appear on the baggage. It is recommended that the name and contact information also be included inside the baggage.
- (6) On selected long-haul flights in Economy Class, passengers can reserve their own overhead bin on board up to 48 hours before departure. With prices starting at 23 CAD/ 18 USD, the passenger can make the most of guaranteed storage space for the hand baggage permitted by their rate. The reservation can be booked up to 48 hours before departure online under "My Booking" or when checking in online. One overhead bin can be booked per passenger (aged two and up). It will be displayed in the passenger's reservation and boarding pass. One item of hand baggage measuring 55 x 40 x 20 cm and a small bag measuring 40 x 30 x 10 cm will fit in the overhead bin. Condor cannot guarantee that the reserved overhead bin will be located near the passenger's seat. Reserving an overhead bin does not increase the amount of hand baggage a passenger is permitted to bring onboard the aircraft. Further information is available at <https://www.condor.com/us/flight-preparation/baggage-and-animals/carry-on/overhead-bin-reservation.jsp>.

## (D) Collection and delivery of baggage

- (1) The passenger has the right to retrieve their baggage without delay.
- (2) Only the passenger who was given a baggage identification tag when the carrier took possession of the baggage is entitled to accept delivery of the baggage.
- (3) If the passenger claiming the checked baggage is unable to produce their portion of the baggage identification tag and identify the baggage by means of its baggage identification tag, the carrier must receive satisfactory proof that the baggage belongs to the passenger in question before delivering the baggage to the passenger.
- (4) Acceptance of the baggage without complaint, within the time limits stipulated in Rule 121(C), Liability – international transportation, 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

- (1) Baggage in excess of the free baggage allowance will be accepted by the carrier upon payment of the applicable charge. The charge for the excess baggage is payable prior to departure at the point of check-in at the airport.

**Note:** This provision does not apply to assistive devices for persons with disabilities. For provisions related to the transportation of assistive devices for persons with disabilities, refer to:

- Rule 69(G), Acceptance of mobility aids and other assistive devices

### Excess baggage (price at airport)

Type of service	Overweight per piece	Charge per additional piece	Oversize per piece	Overweight & Oversize per piece
Business Class	CAD 150/USD 110	CAD 150 / USD 120	CAD 310/USD 240	CAD 460/USD 350
Premium Economy Class	CAD 150/USD 110	CAD 150 / USD 120	CAD 310/USD 240	CAD 460 / USD 350
Economy Class	CAD 150/USD 110	CAD 150 / USD 120	CAD 310/USD 240	CAD 460/USD 350
Economy Light	CAD 150/USD 110	CAD 150 / USD 120	CAD 310/USD 240	CAD 460/USD 350

**Note:** In addition to the baggage allowances established based on the type of fare purchased by the passenger and any applicable excess baggage charges, the carrier, may also charge additional fees for the transportation of musical instruments. See Rule 56(F), Acceptance of musical instruments as baggage.

(2) Baggage in excess of the free baggage allowance will be accepted by the carrier upon payment of the applicable charge. For excess baggage booked and paid via Condor website or service center up to 8 hours prior to departure, the charge will be according to the table below under this Rule (E) (3). If a passenger exceeds the maximum weight allowed for each bag or the maximum dimensions permitted for each checked baggage booked online or via service center, the baggage will be subject to the excess baggage charges set out in the chart above under this Rule (E) (1) at the airport.

**(3) Excess baggage (price online or service center 8 hours prior to departure)**

Type of service	Charge per additional piece
1 <sup>st</sup> Baggage Item (Economy Light only)	CAD 80 / USD 75
2 <sup>nd</sup> Baggage Item (Economy & Premium Economy)	CAD 110 / USD 95
3 <sup>rd</sup> Baggage Item (Economy, Premium Economy, Business Class)	CAD 180 / USD 150

## (F) Excess value declaration charge

(1) The passenger may declare a value in excess of the applicable liability limits for the checked baggage by completing a special declaration of interest and paying any excess value charges to the carrier prior to departure at the point of check-in at the rate of 95 CAD / 70 USD / 60 EUR per excess valuation to the declared value on the declaration form.

**Note:** The special declaration of interest is set out in Article 22(2) of the Montreal Convention, which provides the carrier an opportunity to establish a mechanism for allowing passengers to declare excess baggage value for checked baggage.

**Note:** An excess value declaration charge does not apply to assistive devices for persons with disabilities. For provisions related to the transportation of assistive devices for persons with disabilities, refer to:

- Rule 69(G), Acceptance of mobility aids and other assistive devices

- Rule 121, Liability of the carrier for loss, damage to, delay of baggage, passenger delay or death or bodily injury – international transportation

## (G) Items unacceptable as baggage

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

- (a) Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over.
- (b) 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.
- (c) Items, which in the carrier's opinion, are unsuitable for carriage because of their weight, size or character, for example, fragile or perishable items.

**Note:** Not applicable to assistive devices for persons with disabilities. For limitations on the carriage of mobility aids, refer to:

- Rule 69(G), Acceptance of mobility aids and other assistive devices

**Note:** Not applicable to musical instruments. For limitations on the carriage of musical instruments, refer to Rule 56(B), (C) and (E), Acceptance of musical instruments as baggage.

- (d) Live animals except as provided in Rule 75, Acceptance of animals (pets and search and rescue dogs).

**Note:** Not applicable to service dogs, other service animals and emotional support animals for persons with disabilities. For limitations on the carriage of service dogs, other service animals and emotional support animals, refer to:

- Rule 69(H), Acceptance of service dogs and (I), Acceptance of other service animals and emotional support animals

- (e) Firearms and ammunition other than for hunting or sporting purposes.



- (2) 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 (1)(b) above.
- (3) Weapons such as antique firearms, swords, knives and other similar items may be accepted as checked baggage at the carrier’s discretion, provided they are suitably packed.
- (4) Fragile or perishable items, money, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, business documents, samples, passports and other identification documents are unacceptable for transportation as checked baggage and will only be transported as carry-on baggage if retained in the passenger's possession.
- (5) Electronic cigarettes ("e-cigarettes") as well as electronic consumer goods (especially laptop computers, cell phones, etc.) that are affected by a manufacturer's or retailer's recall are not permitted in checked baggage and may only be carried in carry-on baggage.
- (6) Hunting trophies (including legally shot or legally acquired hunting trophies); or other products related to illegal wildlife activities as defined in the Convention on International Trade in Endangered Species of Fauna and Flora (CITES), as amended.
- (7) Lithium batteries or lithium accumulators (as commonly used in electronic consumer goods such as laptop computers, cell phones, watches, cameras) brought along individually may only be carried in hand luggage. Further information can be found on the Condor website ([www.condor.com](http://www.condor.com)).

## (H) Right to refuse carriage of baggage

**Note:** This provision does not apply to assistive devices for persons with disabilities. For limitations on the carriage of mobility aids, refer to:

- Rule 69(G), Acceptance of mobility aids and other assistive devices

**Note:** This provision does not apply to musical instruments. For limitations on the carriage of musical instruments, refer to Rule 56(B), (C) and (E), Acceptance of musical instruments as 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) Unless advance arrangements have been made with the carrier, the carrier may carry on later flights baggage which is in excess of the free baggage allowance.
- (3) The carrier will refuse to carry checked baggage if it determines that the baggage has not been properly and securely packed in suitable suitcases or containers.

## (I) Right of search

- (1) The carrier may request the passenger to permit a search to be conducted of their person and baggage. The carrier may search baggage in the passenger's absence. The purpose of any search is to ensure aircraft and passenger safety, security and to determine whether the passenger is in possession of, or the baggage contains, items mentioned in (G) above or any arms or ammunition which have not been presented to the carrier. If the passenger refuses to comply with the request for search, the carrier may refuse to carry the passenger and/or their baggage.

# Rule 56: Acceptance of musical instruments as baggage

## (A) Applicability

- (1) This Rule applies to all passengers travelling with musical instruments irrespective of the type of fare on which they are travelling or have purchased.
  - (a) In case of damage, loss or delay of musical instruments, the limits of liability for baggage as found in Rule 121, Liability – international transportation in keeping with the applicable Convention will apply.

## (B) Small musical instruments as carry-on baggage

- (1) Condor will permit a passenger to bring on-board the aircraft cabin a small musical instrument, such as a violin or flute, as part of passenger's carry-on baggage allowance according to the number and size dimensions set out in Rule 55, Baggage acceptance, if:
  - (a) the instrument can be stowed safely in a suitable baggage compartment in the aircraft cabin or under the passenger seat, in accordance with Condor's requirements for carriage of carry-on baggage; and,
  - (b) there is space for such stowage at the time the passenger boards the aircraft.

## **(C) Musical instruments as carry-on baggage (cabin seat baggage)**

(1) Condor will not accept musical instruments as cabin seat baggage.

## **(D) Carrier unable to carry musical instruments in cabin due to substitution of aircraft**

(1) If, due to substitution of aircraft, there is insufficient space to safely stow the musical instrument in the cabin, Condor will offer, at no additional charge:

(a) to accept the instrument as checked baggage

(b) If (1)(a) is not satisfactory, Condor will offer the passenger rerouting options, at no additional charge, and if no rerouting options are satisfactory, Condor will involuntarily refund the passenger pursuant to Rule 125(B).

## **(E) Musical instruments as checked baggage**

(1) Condor will permit a passenger to transport as checked baggage a musical instrument that cannot be carried in the aircraft cabin if;

(a) the sum of the length, width, and height measured in centimeters of the outside linear dimensions of the instrument (including the case) does not exceed 158 centimeters (62 inches) or the applicable size restrictions established for the aircraft;

(b) the weight of the instrument (including the case) does not exceed the baggage limits of the booked fare or the applicable weight restrictions established for the aircraft and the ticket as described in Rule 55 C;

(c) the instrument can be stowed safely and securely in accordance with Condor's requirements; and

(d) the passenger has paid the applicable checked baggage fee;

(e) For any musical instruments exceeding the above stated limits in weight and/or size, excess baggage rates apply as described in Rule 55 (E). For any transport of those instruments, passengers should contact Condor or review its Website for more information about the conditions of carriage.

- (2) A passenger has the option of checking suitable musical instruments if all applicable fees are paid.
- (3) Musical instruments carried as checked baggage will be carried on the same aircraft as the passenger unless the baggage is delayed or Condor decides that it is impractical to carry the baggage on the same aircraft. This will also include cases of substitution of aircraft. In case of baggage delay, Condor will take necessary steps to inform the passenger of the status of the baggage and arrange to deliver the musical instrument to the passenger as soon as possible unless applicable laws require the presence of the passenger for customs clearance.
- (4) Delicate musical instruments are not suitable for carriage as checked baggage. Passengers should contact the carrier or review its Web site for more information about which musical instruments are not suitable for carriage.
- (5) The passenger may make a special declaration that their checked musical instrument has a higher value than the carrier's maximum liability. If the passenger does so, then the passenger must make this declaration to the carrier at the time of check-in and, if required by the carrier, shall, as per Rule 55(F), Excess value declaration charge, pay the supplementary charge to allow for additional liability coverage in the case of destruction, loss, damage or delay of their musical instrument.

**Exception:** The carrier is not liable for the declared amount if it can prove that it is greater than the passenger's actual interest in delivery at destination.

## (F) Fees

- (1) Musical instruments will be considered as part of the passenger's baggage allowance, carriage of which may be dependent on the fare purchased. In case of exceeding the baggage allowance, excess fees may apply.

**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 and children, will be accepted for transportation according to conditions set out below.
- (2) Infants and children under 5 years of age, accompanied in the same cabin by a passenger 16 years of age or older, will be accepted for transportation.
- (3) Persons entrusted with the care of infants and children must be capable of discharging this duty.

#### Infants

- (1) Infants under 23 months (inclusively) on the date of travel do not require a seat.
- (2) For travel to and from Canada infants under 23 months (inclusively) require a ticket.
- (3) Only one infant under the age of 23 months (inclusively) may be held in the lap of an accompanying parent, guardian or a passenger of 16 years or older.
- (4) A single passenger can be responsible for more than one infant if a seat has been purchased for the second infant and the second infant is secured in an approved child restraint system (car seat).
- (5) An infant under 23 months (inclusively) at the time of departure but reaching their second birthday during the continuing/return flight(s) will require a seat and must pay the applicable fare for the continuing/return flight(s).
- (6) Infants under 23 months (inclusively) occupying a seat must be properly secured in a Transport Canada or United States Federal Aviation Administration (FAA) approved child restraint device.

#### Children

- (1) All children, two years of age or older, must be ticketed and assigned a seat.

- (2) All children - 16 years of age or older- will be able to travel unaccompanied without supervision and will be considered to be an adult for fare purposes.
- (3) All children - 16 years of age or older - may accompany infants and children and will be considered as adults for the purposes of travel and will be charged the applicable adult fare.

## (B) Acceptance of infants and children

### For international transportation to and from Canada

Age	Accepted	Conditions
7 days to 23 months (infant)	Yes	<p>Fares for infants will be 10 per cent of the applicable adult fare. An infant must be held on the lap by an accompanying adult passenger.</p> <p>If it is desired that the infant secured a seat, a ticket must be purchased for that infant at the applicable fare. An infant for whom a seat is purchased must be properly secured in an approved child restraint device and will be assessed the applicable fare.</p>
2 to 4 years old (child)	Yes	<p>These passengers are considered to be a child for the purpose of air travel and will pay the applicable child’s fare if available, when accompanied by a ticketed adult passenger.</p> <p>These passengers must be supervised by a parent, guardian, passenger of 16 years or older.</p>
5 to 11 years old (child)	Yes	<p>These passengers are considered to be a child for the purpose of air travel and will pay the applicable child’s fare if available, when accompanied by a ticketed adult passenger.</p> <p>These passengers must be either supervised by a passenger of 16 years or older or use the carrier’s unaccompanied minor services, for children ages 5 and up who are travelling alone. (See Rule 65, Unaccompanied minors).</p> <p>The use of an approved child restraint device is optional for children age two and up.</p>



12 to 15 years old (child)	Yes	<p>These passengers are considered to be a child for the purpose of air travel and will pay the applicable child's fare if available, when accompanied by a ticketed adult passenger.</p> <p>These passengers must be either supervised by a passenger of 16 years or older or use the carrier's unaccompanied minor services or notify the carrier at least 48 hours prior departure.</p>
16 years and older	Yes	<p>These passengers are considered to be adults for the purpose of air travel and will pay the applicable adult fare.</p> <p>These passengers will be eligible to travel unaccompanied and unsupervised. Furthermore, these passengers may accompany infants/children 7 days to 15 years old.</p>

## (C) Documentation

All children who are passengers, whether traveling accompanied by a parent, guardian, or tutor or unaccompanied, must be in possession of the required documentation which is applicable to the points which they will be flying to, from and between.

- (1) For travel within Canada, passengers under 18 years of age must carry identification such as a passport, an original birth certificate or a non-government ID, e.g. student card.
- (2) For all international transportation, in addition to the above, the carrier may require presentation of the following documents when children are travelling by air:
  - (a) Passport;
  - (b) Any other documentation required for entry into or travel via the countries on their itinerary. Passengers should verify with the nearest embassy or consulate of each country to be visited about additional entry requirements and check for other laws and regulations affecting children.

## (D) Unaccompanied minors

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

# Rule 65: Unaccompanied minors

## (A) General

**Note:** In the case of code-share, passengers are advised that the unaccompanied minor rules applicable to their transportation are those of the carrier identified on their ticket and not of the carrier operating the flight.

- (1) For purposes of this Rule, “guardian” is any person 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 of 5 years. This service is either mandatory or optional, depending upon the age of the minor.

## (B) Age restrictions

- (1) Minors less than 5 years of age are not eligible to use the UM service, and must always be accompanied by their parent or a person who is at least 16 years old when travelling. The accompanying person must occupy a seat in the same cabin as the minor.
- (2) Minors aged between 5 and 11 years of age may only travel unaccompanied if they are using the UM service, outlined below.
- (3) Minors from age 12 up to a maximum of 15 years of age can also use the UM service at the request of their parent/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. If the UM service is not used the minor shall be booked as “young passenger traveling alone (YPTA)” for information purposes only. No special services will be provided to the YPTA beyond those extended to a normal adult passenger.
- (4) Minors from age 16 up to a maximum of 17 years of age can also use the UM service at the request of their parent/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 minor can be booked as YPTA.

## (C) Travel restrictions

- (1) 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);

## (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) The following charges will be applied per minor and flight for the unaccompanied minor service:

To and from Canada	CAD 195 / USD 139 (price at booking)
To and from Canada	CAD 225 / USD 170 (price at airport)
- (3) When two or more minors are traveling together, the service is charged for each minor.
- (4) The charge is non-refundable and is subject to applicable taxes.

## (E) Conditions of application for unaccompanied travel

- (1) Arrangements and registration for the UM service must be made at least 48 hours prior to departure with the carrier.
- (2) The minor must be brought to the airport of departure by a person who remains with the minor until the carrier starts providing supervision. The person will complete all the required documents which include providing the carrier with satisfactory evidence that the minor will be met by another responsible person.
- (3) The person bringing/picking up the minor must have photo identification which will allow the carrier personnel to identify this person as the appropriate person designated to bring/pick up the minor.
- (4) The person bringing the minor will be required to remain at the airport of departure until the aircraft has departed.

- (5) Condor must be provided with the name and phone number of a person who can be contacted in case of emergency during the time the minor is in the carrier's care.
- (6) Unaccompanied minors aged 5 through 11 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.
- (7) Once the minor is under the carrier's care, the minor will be provided supervision by the carrier until they are met at destination by a person who can confirm to carrier personnel by means of photo identification that they are the person designated to meet the minor.
- (8) Confirmed reservations must be booked for unaccompanied minors. Standby travel is not allowed.
- (9) A minor with a medical condition or a minor with a disability may not be accepted for travel unaccompanied. Medical clearance may be required for any UM service to be offered to a minor with a medical condition or a disability.

**Note:** For provisions related to medical information and/or documents that are required by the carrier, refer to:

- Rule 69(F)(5), Services – information and/or documents required to be filed with the carrier
- Rule 105, Refusal to transport

## (F) Carrier's responsibility

- (1) With the exception of the service specifically provided to an unaccompanied minor in accordance with this rule, Condor will not assume any financial or guardianship responsibilities for the unaccompanied minor beyond those applicable to an adult passenger.

# Rule 69: Carriage of persons with disabilities – Large Carrier ATPDR

Note: In the case of code-share, passengers are advised that the transport of passengers with disabilities rules applicable to their transportation are those of the carrier identified on their ticket and not of the carrier operating the flight.

## (A) Application

- (1) This rule applies to the transportation of persons with disabilities by Condor, which is a Large Carrier pursuant to the ATPDR, in respect of its transportation services to and from Canada and between points outside of Canada.
- (2) Pursuant to Rule 5(A)(1), Application of tariff, this rule applies to the transportation of all persons with disabilities on all flights marketed and operated by Condor and in respect to all flights marketed by Condor but operated by another carrier.

## (B) Acceptance for carriage

- (1) Condor will accept the determination made by or on behalf of a person with a disability as to their self-reliance, unless doing so would impose undue hardship on Condor, for example, if it would jeopardize security, public health or public safety.
- (2) Condor will not refuse to transport a person with a disability unless the transportation of the person would impose an undue hardship, for example, if it would jeopardize security, public health or public safety.
- (3) If Condor refuses to transport a person with a disability for reasons related to their disability, it will, at the time of the refusal, inform the person of the reasons for the refusal. In addition, within 10 days of the refusal, Condor will provide the person with a written notice setting out the reasons for the refusal including:
  - (a) the evidence of undue hardship, such as a medical report, an expert opinion, or an engineering report that demonstrates that the risk is significant enough that it would be unreasonable to waive or modify a requirement;
  - (b) any relevant rule, policy, procedure or regulation; and,

- (c) the duration of the refusal and the conditions, if any, under which the carrier would accept the person for transport.

## (C) Reservations and online services

- (1) If a person with a disability identifies the nature of their disability when making a reservation, Condor will:
  - (a) discuss with the person their needs in relation to their disability and the services offered by Condor in relation to those needs;
  - (b) before assigning a passenger seat to a person with a disability, inform the person of the passenger seats that are available in the class of service that the person has requested and that have equipment and facilities that best meet the accessibility needs of that person, such as a wheelchair-accessible washroom or a passenger seat that has additional leg room, a larger seat pitch or movable armrests; and,
  - (c) in assigning a passenger seat to a person with a disability, take into account the person's opinion with respect to which seats would best meet the accessibility needs of that person.
- (2) Condor will advise the person if information and/or documents are required to permit the carrier to assess their request, as per (F)(3). below. Condor will also advise the person that the information and/or documents must be filed within 48 hours and that the assessment of the request may take up to 2 business days after receipt of the information and/or documents.
- (3) As an alternative means to using its website to make or modify a reservation, Condor offers telephone service at +49 6171 6988978.

## (D) Written confirmation of services

- (1) Condor will, without delay, indicate in the record of a person's travel reservation the services that Condor will provide to the person.
- (2) Condor will include a written confirmation of the services in the itinerary that is issued to the person.
- (3) If a service is confirmed only after the itinerary is issued, Condor will, without delay, provide a written confirmation of the service.

## (E) Services for which no advance notice is required

- (1) The services identified in (3) below will be provided at no additional fare or charge
- (2) Condor will not require a person with a disability to file information and/or documents, including medical certificates, to support any request for services identified in (3) below.

### Services – no advance notice

- (3) Regardless of when a person with a disability makes the request for the following services, Condor will:
  - (a) **Assist the person with checking in at the check-in counter;**
  - (b) Permit the person, if they are unable to use an automated self-service kiosk or other automated check-in or ticketing process, to advance to the front of the line at a check-in counter or ticket counter;
  - (c) If the person is in a wheelchair, a boarding chair or any other device in which they are not independently mobile while waiting at a terminal for departure after check-in or in order to transfer to another segment of their trip, provide the person with a place to wait that is close to personnel who are available to provide assistance to the person and who will periodically inquire about the person's needs, and attend to those needs ;
  - (d) Assist the person in storing and retrieving their carry-on baggage ;
  - (e) In the case of a person who is blind or has any other visual impairment,
    - (i) describe to the person, before departure or, if impossible because of time constraints, after departure, the layout of the aircraft , including the location of washrooms and exits, and the location and operation of any operating controls at the person's passenger seat;
    - (ii) describe to the person, if a meal is offered on-board, all the food and beverages that are offered for consumption;
  - (f) Assist the person in accessing any entertainment content that is offered on-board an aircraft;
  - (g) Before departure, provide the person with an individualized safety briefing and demonstration;



- (h) Assist the person in moving between their passenger seat and a washroom, including by assisting them in transferring between their passenger seat and an on-board wheelchair;
- (i) Permit a person to use the washroom that has the most amount of space, regardless of where the washroom is located in any part of the aircraft, if the person needs an on-board wheelchair or the assistance of a support person or service dog to use a washroom;
- (j) If a meal is served on-board to the person, assist the person with the meal by opening packages, identifying food items and their location and cutting large food portions; and
- (k) If a person is unable to use the call button to request assistance, periodically inquire about the person's needs.

## (F) Services for which advance notice is required

- (1) The services identified in (3) below will be provided at no additional fare or charge. Exception: in the case of (F)(3)(b)(ii) and (iii), Condor will require an additional fare to be paid when the person requires an additional adjacent seat.

### Every reasonable effort

- (2) In all instances, Condor will make every reasonable effort to provide a service requested by a person with a disability even if the person does not comply with any requirement in this section, to provide advance notice or to provide information and/or documents to permit the carrier to assess the request.

### Services – 48 hours advance notice

- (3) Subject to Condor's requirement for a person with a disability to provide information and/or documents identified in (4) below, Condor will provide the following services if requested by a person with a disability at least 48 hours prior to the scheduled time of departure of the person's flight:
  - (a) **Assign a passenger seat** to a person with a disability, taking into account the person's opinion with respect to which seats would best meet the accessibility needs of that person;
  - (b) Provide **additional adjacent seats**, meaning seats which are next to the seat of the person with a disability, in the following three situations:

- (i) When the person with a disability must travel with a support person for transport if, because of the nature of their disability, the person with a disability, after departure and before arrival, needs:
    - (A) assistance with eating meals, taking medication, using the washroom;
    - (B) assistance with transferring to and from a passenger seat;
    - (C) assistance with orientation or communication; or
    - (D) physical assistance in the event of an emergency, including in the case of an evacuation or decompression;
  - (ii) When the size of a service dog belonging to a person with a disability is such that the person's seat does not provide sufficient floor space for the dog to lie down at the person's feet in a manner that ensures the safety and well-being of the dog and the person; or
  - (iii) When a person with a disability needs more than one seat because of the nature of their disability, for example, if they are a person who has a fused leg or who is disabled by severe obesity;
- (c) Accept for transportation a **mobility aid and/or other assistive device**, as per section (G) below;
  - (d) Accept for transportation a **service dog**, as per section (H) below;
  - (e) Assist the person in **proceeding to the boarding area** after check-in;
  - (f) Assist the person in **proceeding through any security screening** process at the terminal, including by
    - (i) providing personnel to assist the person through the process, or
    - (ii) collaborating with the relevant security authority to permit a person who is not travelling with the person with a disability to have access to the security screening checkpoint so that they may assist the person with a disability to proceed through the process;
  - (g) Before boarding, transfer the person between the person's own mobility aid and a mobility aid provided by the carrier;
  - (h) Permit the person to board in advance of other passengers if:

- (i) the person requests assistance with boarding, locating their passenger seat or cabin, transferring between a mobility aid and their passenger seat or storing carry-on baggage;
- (ii) in the case where the person is blind or has any other visual impairment, the person requests a description of **the layout of the aircraft**, or of the location and operation of operating controls at the person's passenger seat; or,
- (iii) in the case where the person is disabled due to a severe allergy, the person requests to clean their passenger seat to remove any potential allergens;

**Note:** If the person has requested the assistance in (i) or (ii) above, Condor may require the person to board in advance of other passengers or, if they arrive at the boarding area after priority boarding, to board after the other passengers.

- (i) Assist the person in boarding and disembarking;
- (j) Before departure and on arrival at the destination, transfer the person between a mobility aid and the person's passenger seat;
- (k) Provide the person with an on-board wheelchair;
- (l) All Condor aircraft are equipped with entertainment system that offer closed captioning and audio descriptions.
- (m) Establish a **buffer zone** around the passenger seat of a person who has a disability due to a severe allergy by providing the person with a passenger seat that is in a bank of seats other than the bank of seats in which the source of the allergen is located;

**Note:** For more information on allergies, please refer to the Canadian Transportation Agency's [Severe allergies: A Guide](#).

- (n) Ensure that any **public announcement** that is made on-board is made in an audio format or a visual format that is accessible to a person with a disability;
- (o) Assist the person in **proceeding through border clearance** (immigration and customs);
- (p) Assist the person in **retrieving their checked baggage**;

- (q) Assist the person, after disembarkation, in **proceeding to the general public area**;
- (r) Assist the person, after disembarkation, in **proceeding to a location** where the person may receive assistance either
  - (i) from a member of the terminal operator's personnel to proceed to the curbside zone, or
  - (ii) from a member of the receiving carrier's personnel to transfer to another segment of their trip within the same airport.

### **Services – information and/or documents required to be filed with the carrier**

- (4) Condor will require the person to file any information and/or documents, including a medical certificate, that are reasonably necessary to permit the carrier to assess the person's request for the following services:
  - (a) mobility aid and/or other assistive device
  - (b) service dog
- (5) Notwithstanding (F)(4) above, Condor retains the right to require information and/or documents to assess any other requests for services to be provided to, as well as to substantiate the fitness to travel of persons with disabilities, with the exception of those services identified in (E)(3) above.
- (6) Where Condor requires the person to file information and/or documents for a request for services identified in (F)(4) above, they must be filed with Condor at least 48 hours, including one full business day, prior to the scheduled time of departure of the person's flight to ensure that Condor has sufficient time to assess the request.
- (7) Condor may not provide the services identified in (F)(3) and (4) above if Condor has required the person to file information and/or documents and:
  - (a) any of the conditions referred to in (F)(5) or (6) above are not met or the information and/or documents provided are not reasonably sufficient to permit Condor to assess the request
  - (b) the request has not been made 96 hours in advance of travel, and
  - (c) Condor has made every reasonable effort to provide the service but cannot do so.

- (8) If, on the request of Condor, a person with a disability provides the carrier with information and/or documents in relation to a request for service, the carrier will offer to retain an electronic copy of the information and/or documents for a period of at least three years for the purpose of permitting the carrier to use the information and/or documents if the person makes another request for a service.

## (G) Acceptance of mobility aids and other assistive devices

### Mobility aids

- (1) Condor will, on request, carry, free of charge and as priority baggage, a person with a disability's mobility aid, and will permit the person to retain their mobility aid until it becomes necessary to store it for carriage.
- (2) Condor will make every reasonable effort to permit a person with a disability who uses a walker or manual folding wheelchair to store it on-board the aircraft.
- (3) Where the aircraft can transport the mobility aid, the carrier will:
- (a) disassemble and package, where necessary, the aid for transportation and unpackage and reassemble the aid upon arrival; and
  - (b) return the aid promptly upon arrival.
- (4) Where the mobility aid needs to be disassembled and reassembled in order for it to be transported with the person who needs it, Condor will require that the person:
- (a) provide the carrier with instructions for the disassembly and reassembly of the mobility aid; and
- Note:** Information for persons travelling with a mobility aid that needs to be disassembled for carriage, including the requirement to provide any specialized tools needed for assembling or disassembling the mobility aid, can be found at <https://www.condor.com/us/fly-enjoy/special-assistance/assistance-for-our-customers/your-mobility-aids.jsp>.
- (b) check in at least three hours before the scheduled time of departure to allow for the additional time needed to handle the mobility aid and prepare it for transport.
- (5) Notwithstanding (G)(4) above, Condor will make every reasonable effort to transport the mobility aid even if written instructions for disassembly and reassembly are not provided by the person with a disability or the aforementioned times are not met.

(6) Condor will refuse to transport a mobility aid where:

- (a) the weight or size of the mobility aid exceeds the capacity of lifts or ramps,
- (b) the doors to baggage compartments are too small for the mobility aid, or
- (c) transportation of the mobility aid would jeopardize aircraft airworthiness or violate safety regulations.

**Note:** Information regarding maximum weight and dimensions of mobility aids that each make and model of our aircraft is capable of transporting can be found at <https://www.condor.com/eu/fly-enjoy/special-assistance/assistance-for-our-customers/your-mobility-aids.jsp>

(7) When Condor refuses to transport a mobility aid for any of the reasons above, it will:

- (a) at the time of the refusal, tell the person with a disability why their mobility aid was not accepted and provide the reason in writing within the next 10 days; and
- (b) inform the person with a disability of alternative trips operated by the carrier to the same destination on which their mobility aid can be transported, and offer to book this for the person at the lesser of the fare for the original trip and the fare for the alternative trip.

**Note:** For provisions related to limitations of liability regarding loss of, damage to, or delay in delivering mobility aids, refer to Rule 121(B)(3), Liability – International Transportation, Mobility aids.

### **Other assistive devices**

(8) Condor will permit a person with a disability to bring on-board and to retain any small assistive device that the person needs during travel, including a cane, crutches, a communication device, an orthotic positioning device or a portable oxygen concentrator, except to the extent that the presence or use of such a device jeopardizes security, public health or public safety.

Note: For more information on the carriage of mobility aids and other assistive devices, please refer to the Canadian Transportation Agency's – [Travelling with mobility aids and other assistive devices: A guide](#).

## (H) Acceptance of service dogs

- (1) Condor will, on request, accept for transportation a service dog required to assist a person with a disability, and will permit the service dog to accompany the person on board subject to:
  - (a) any advance notice requirements contained in (F)(3)
  - (b) the time limits set out in (F)(6) and (7) where the carrier requires the filing of additional information and/or documents,
  - (c) any requirements in (2) and (3) below, and
  - (d) the following Condor requirements:
    - (i) the service dog will be properly harnessed, leashed, tethered or otherwise under the control of the passenger and has been individually trained by an organization or individual specializing in service dog training,
    - (ii) at the time of making the reservation with Condor, the person with a disability will provide a declaration, attesting that the service dog has been individually trained by an organization or person specializing in service dog training to perform a task to assist the person with a disability with a need related to their disability,
    - (iii) prior to departure, the person with a disability will provide Condor with an identification card or other document that is issued by an organization or person specializing in service dog training that identifies the person with a disability and attests that the service dog has been individually trained by the organization or person to perform a task to assist the person with a disability with a need related to their disability.
- (2) Transport of a service dog accompanying a person with a disability will be free of charge (including both fees and fares).
- (3) Condor will make every reasonable effort to accept a service dog for carriage if requested by a person with a disability even if the person does not provide advance notice or any information and/or documents that are requested by the carrier.
- (4) The person is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through, in respect of the service dog. In particular, the person is responsible for obtaining valid health and vaccination certificates, entry permits and other documents required by

countries, states or territories for entry or transit of any service dog that is to accompany the person.

- (5) Condor may refuse to transport a service dog if the person with a disability fails to have in their possession documentation at the time of check-in which demonstrates that the dog has all the necessary valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit.
- (6) When travel involves more than one carrier, it is the responsibility of the person to 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 of and has agreed to carry the service dog on its own aircraft.

## **(I) Acceptance of other service animals and emotional support animals**

- (1) Condor only accepts dogs as service animal. Emotional support animals are not accepted.

## **(J) Other services for persons with disabilities**

- (1) Condor does not accept oxygen cylinder containing gaseous or liquid oxygen, however, portable oxygen concentrators are permitted.
- (2) Condor does not offer stretcher service.



## Rule 75: Acceptance of animals (pets and search and rescue dogs)

With respect to terms and conditions related to the transport of any service dog, other service animal, or emotional support animal used to assist persons with disabilities please refer to:

- Rules 69(H), Acceptance of service dogs and (I), Acceptance of other service animals and emotional support animals
- Condor will only accept dogs as service animals and does not accept emotional support animals.

### (A) Application

- (1) Condor will agree to carry animals subject to the following provisions:

### (B) General

- (1) Advance arrangements must be made with Condor before any animal will be accepted for carriage.
- (2) 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.
- (3) The carriage of animals in general is only possible on direct flights.

### (C) Search and rescue dogs

- (1) Search and rescue dogs which are properly harnessed will be permitted in the passenger cabin of the aircraft if the transport in the aircraft hold is not possible. The animal must remain on the floor at the handler's seat.
- (2) Condor will accept a search and rescue dog for transportation without charge.

- (3) Condor, 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.

## (D) Pets

- (1) The provisions in this section are not applicable to service dogs and search and rescue animals.
- (2) Condor will accept for carriage animals as 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. All other animals/pets will not be accepted for carriage.
- (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 Condor.
- (4) Animals as checked baggage (AVIH):
  - (a) The number of animals carried is limited by aircraft type.
  - (b) Due to climatic conditions, animals will not be accepted during certain periods of the year or for certain flight routes. These black-out periods will be posted on Condor's Web site or may be ascertained by contacting Condor.
  - (c) The maximum size for the container/kennel (length +width + height) must not exceed 125 cm length x 75 cm width x 100 cm height.
  - (d) If the container/kennel exceeds the maximum size mentioned in (f) below, the animal will not be accepted for carriage on Condor aircraft.
  - (e) For domestic and international transportation, pursuant to the provision of the applicable convention, once an animal is accepted for carriage as checked baggage, Condor is liable in the event of damages arising from loss, damage and delay of an animal as specified in Rule 121, Liability – International Transportation.
  - (f) The charge for transportation of the animal, (other than a service animal or search and rescue animal) and container/kennel as checked baggage will be as follows:

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

Zone	Kennel Size	Charge (online)	Charge at airport
5	80 cm length x 55 cm width x 100 cm height	185 USD / 235 CAD	260 USD / 330 CAD
5	125 cm length x 75 cm width x 100 cm height	310 USD / 385 CAD	380 USD / 485 CAD

(5) Pets in the cabin:

- (a) Only cats and dogs are accepted to be carried in the cabin.
- (b) Only 1 animal per passenger may be accepted for carriage in the passenger cabin.
- (c) The number of animals carried in the passenger cabin is limited to 6 animals per flight.
- (d) The maximum size permitted for the in-cabin animal container/kennel must not exceed the standard carry-on baggage dimensions.
- (e) In determining the animals to be carried in the passenger cabin to remain under the limit per flight, priority will be given to service dogs.
- (f) The maximum allowable weight for both the animal and in-cabin pet container/kennel must not exceed 8 kg/17 lbs.
- (g) The in-cabin container/kennel must be stored under the seat directly in front of the passenger.
- (h) The in-cabin animal and container/kennel may be carried as part of the passenger's un-checked (carry-on) baggage allowance according to the number and size dimensions set out in Rule 55, Baggage acceptance.
- (i) The animal must remain in the container/kennel for the entire duration of the journey.
- (j) If the container/kennel exceeds the maximum size and/or maximum weight mentioned in (c),(d) and (f) above, passengers will require to tender the animal as checked baggage.

- (k) Condor may require a passenger with an in-cabin animal to change seats after boarding to accommodate other passengers. Condor will reimburse seat selection fees or other additional charges related to class of service differences.
- (l) The charge for transportation of an animal (except for Service Animals) and container/kennel in the passenger cabin will be as follows:

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

Zone	Charge (online)	Charge (at airport)
5	115 USD / 150 CAD	190 USD / 245 CAD

# 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.

## (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. Condor shall not be liable to the passenger for loss or expense due to the passenger's failure to comply with this provision.
- (4) For international transportation including domestic segments on a passenger's itinerary, the carrier relies upon the information contained in TIMATIC. Passengers may access <https://www.condor.com/us/flight-preparation/travel-advice/entry-and-exit-regulations-usa-canada.jsp>, in order to determine whether a passenger is in possession of the travel documentation required for themselves or any animal to enter a particular country or to travel via certain countries based on their confirmed itinerary.
- (5) Passengers are strongly encouraged to confirm any necessary legal requirements for entry into or travel via the countries on their itinerary prior to their flights and to

have proof of their compliance with such regulations, including being in possession of the relevant travel documents, in advance of check-in.

- (6) The carrier will not provide passengers with information on the travel document requirements, including visa, passport, and health requirements, for entry into, exit from, or travel via the countries on their itinerary.

## (C) Customs and security matters

- (1) Customs and immigration officials of the various countries travelled to and via by the passenger and any animal being transported with the passenger, will have the final decision with respect to entry of passengers, or animals, and these decisions could be different than those of the carrier when it accepted the passenger or animal for transportation at the outset of their itinerary.
- (2) Subject to applicable laws and regulations, the passenger agrees to pay the applicable fare whenever Condor, on government order, is required to return a passenger to their point of origin or elsewhere due to the passenger's inadmissibility into a country, whether of transit or of destination. Condor will apply to the payment of such fares any funds paid by the passenger to it for unused carriage, or any funds of the passenger in the possession of Condor. The fare collected for carriage to the point of refusal or deportation will not be refunded by Condor.
- (3) If required, the passenger must attend inspection of their unchecked baggage by customs or other government officials. Condor accepts no responsibility toward the passenger if the latter fails to observe this condition. If damage is caused to Condor because of the passenger's failure to observe this condition, the passenger shall indemnify Condor therefor.

# Rule 85: Ground transfer services

## (A) General

- (1) This Rule is not applicable to transportation provided by means of bus or train for which the ticket was issued in conjunction with air transportation and where travel on those other modes of transportation are part of the contract of carriage issued by the carrier.
- (2) The carrier does not maintain, operate or provide ground transfer services between airports or between airports and city centres.
- (3) 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.

# Rule 90: Delay or cancellation – outside the carrier’s control

## (A) Applicability

- (1) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.
  - (a) This Rule applies when there is a delay or cancellation due to situations outside Condor’s control. See Rule 90(C) for situations that are outside Condor's control.

## (B) General

- (1) Condor will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
- (2) Personalized documents, such as a ticket/itinerary issued by Condor for the passenger, which are consistent with the reservation held by the passenger, form part of the contract of carriage between Condor and the passenger.
- (3) A delay or cancellation that is directly attributable to an earlier delay or cancellation that is due to situations outside Condor’s control, is considered to also be due to situations outside Condor’s control if Condor took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
- (4) A passenger who attempts to check-in after Condor’s check-in deadline or presents themselves at the boarding area after Condor’s boarding time deadline as specified under Rule 40(E), Check-in time limits, will not receive consideration per Rule 90 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.
- (5) For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Rule 121(B)(12), Liability – international transportation, passenger delay).



- (6) In the case of delay or cancellation at the airport, Condor will give priority assistance to any passenger with a disability and to unaccompanied minors.

## (C) Situations outside Condor's control

- (1) Situations outside Condor's control, include, but are not limited to the following:
- (a) war or political instability;
  - (b) illegal acts or sabotage;
  - (c) meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;
  - (d) instructions from air traffic control;
  - (e) a NOTAM, (Notice to Airmen), as defined in subsection 101.01(1) of the *Canadian Aviation Regulations*;
  - (f) a security threat;
  - (g) airport operation issues;
  - (h) a medical emergency;
  - (i) a collision with wildlife;
  - (j) a labour disruption within Condor or within an essential service provider such as an airport or an air navigation service provider;
  - (k) a manufacturing defect in an aircraft that reduces the safety of passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority; and
  - (l) an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

## (D) Communication with passengers — delay or cancellation outside Condor's control

- (1) Carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.

## (E) Alternate arrangements — delay or cancellation outside Condor's control

- (1) If a flight is cancelled, or once a flight delay has reached three hours, Condor will provide to the passenger, free of charge, a confirmed reservation on the next available flight that is operated by Condor, or a carrier with which Condor has a commercial agreement, travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 48 hours after the departure time that is indicated on that ticket.
- (2) If Condor cannot provide a confirmed reservation in accordance with (1) above, Condor will, at the passenger's choice:
  - (a) provide a refund for any unused portion of the ticket; or,
  - (b) make the following alternate travel arrangements, free of charge:
    - (i) a confirmed reservation for the next available flight that is operated by any carrier and is travelling on any reasonable air route from the airport at which the passenger is located, or another airport that is within a reasonable distance of that airport, to the destination that is indicated on the passenger's original ticket, and
    - (ii) if the new departure is from an airport other than the one at which the passenger is located, transportation to that other airport.

### Return to point of origin

- (3) If the passenger's trip no longer serves its purpose because of the disruption, and the passenger is no longer at their point of origin, then Condor will provide the passenger, free of charge, with a confirmed reservation for a flight back to the point of origin that accommodates the passenger's travel needs, and refund the entire ticket (as if no part of the trip had been made).

### Refund

- (4) A passenger who is eligible to be refunded as per (2) above, may choose a refund, pursuant to Rule 125 (A), General, and (B), Involuntary refunds, at any time prior to being provided with a confirmed reservation.

### **Comparable services**

- (a) To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including Condor making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for persons with disabilities.

### **Refund of additional services**

- (b) Condor will refund the cost of any additional services purchased in connection with the passenger's original ticket when the passenger is provided with alternate travel arrangements, if:
  - (i) the passenger did not receive those services; or,
  - (ii) the passenger paid for those services a second time.

### **Higher class of service**

- (c) If a higher class of service is booked for the passenger than was originally provided for on the passenger's original ticket, Condor will not request supplementary payment from the passenger.

### **Lower class of service**

- (d) If the alternate travel arrangements provide for a lower class of service than the original ticket, Condor will refund the difference in the cost of the applicable portion of the ticket.

### **Method used for refund**

- (e) Refunds under this section will be made, in conformity with Rule 125 (A), General, and (B), Involuntary refunds, and will be paid to the person who purchased the ticket or additional service, and will be paid using the method used for the original payment, unless:
  - (i) Condor has informed the person in writing of the monetary value of the original ticket or additional service, and the availability of a refund by the method used for the original payment;
  - (ii) the refund is offered in another form that does not expire; and,
  - (iii) the person confirms, in writing, that Condor has informed them of their right to receive the refund by the method used for the original

payment and that the person has chosen to receive the refund in another form (e.g. a voucher).

### **Refund deadline**

- (f) Where a refund is required to be provided under this Rule, it will be provided within 30 days of the flight disruption.

# Rule 91: Delay or cancellation – within Condor’s control and within Condor's control but required for safety purposes

## (A) Applicability

- (1) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.
- (2) This Rule applies when there is delay or cancellation due to a situation that is within Condor’s control and within Condor's control but required for safety purposes. Rule 91(F) - Compensation is applicable only if the delay or cancellation is within Condor's control and is not required for safety purposes.

## (B) General

- (1) Condor will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
- (2) Personalized documents, such as a ticket/itinerary issued by Condor for the passenger, which are consistent with the reservation held by the passenger, form part of the contract of carriage between Condor and the passenger.
- (3) A delay or cancellation that is directly attributable to an earlier delay or cancellation that is within Condor’s control but is required for safety purposes, is considered to also be within that carrier’s control but required for safety purposes, if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
- (4) A passenger who attempts to check-in after Condor’s check-in deadline or presents themselves at the boarding area after Condor’s boarding time deadline as specified under Rule 40(E), Check-in time limits, will not receive consideration per Rule 91 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.

- (5) For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Rule 121(B)(12), Liability – international transportation, passenger delay)

### **(C) Communication with passengers – delay or cancellation – within Condor’s control and within Condor's control but required for safety purposes**

- (1) Condor will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.

### **(D) Alternate arrangements – delay or cancellation – within Condor’s control and within Condor's control but required for safety purposes**

- (1) In case of a delay of three hours or more, if the passenger desires, or a flight cancellation, Condor will provide the following alternate travel arrangements free of charge to ensure that each passenger completes their itinerary as soon as feasible:
- (a) a confirmed reservation for the next available flight that is operated by Condor, or a carrier with which the Condor has a commercial agreement, is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger’s original ticket and departs within 9 hours of the departure time that is indicated on that original ticket,
  - (b) a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger’s original ticket and departs within 48 hours of the departure time that is indicated on that original ticket if Condor cannot provide a confirmed reservation that complies with subparagraph (a), or
  - (c) if Condor cannot provide a confirmed reservation that complies with subparagraph (a) or (b) (above),

- (iv) a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from another airport that is within a reasonable distance of the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and
- (v) if the new departure is from an airport other than one at which the passenger is located, transportation to that other airport.

## Refund

- (2) If the alternate travel arrangements offered, in accordance with (1) above, do not accommodate the passenger's travel needs, Condor will
  - (a) in the case where the passenger is no longer at the point of origin that is indicated on the original ticket and the travel no longer serves a purpose because of the delay or cancellation, refund the ticket, pursuant Rule 125 (A), General, and (B), Involuntary refunds, and provide the passenger, free of charge, with a confirmed reservation that is for a flight to that point of origin which accommodates the passenger's travel needs; and
  - (b) in any other case, refund the unused portion of the ticket. The amount of the refund will be calculated pursuant to Rule 125 (A), General, and (B), Involuntary refunds.

## Comparable services

- (3) To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including Condor making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for persons with disabilities.

## Refund of additional services

- (4) Condor will refund the cost of any additional services purchased in connection with the passenger's original ticket when the passenger is provided with alternate travel arrangements, if:
  - (a) the passenger did not receive those services; or
  - (b) the passenger paid for those services a second time.

**Higher class of service**

- (5) If the alternate travel arrangements referred to in (1) above provide for a higher class of service than the original ticket, Condor will not request supplementary payment.

**Lower class of service**

- (6) If the alternate travel arrangements provide for a lower class of service than the original ticket, Condor will refund the difference in the cost of the applicable portion of the ticket.

**Method used for refund**

- (7) Refunds under this section will be made in conformity with Rule 125 (A), General, and (B), Involuntary refunds and will be paid to the person who purchased the ticket or additional service, and will be paid using the method used for the original payment, unless:
- (a) Condor has informed the person in writing of the monetary value of the original ticket or additional service, and the availability of a refund by the method used for the original payment;
  - (b) the refund is offered in another form that does not expire; and,
  - (c) the person confirms, in writing, that Condor has informed them of their right to receive the refund by the method used for the original payment and that the person has chosen to receive the refund in another form (e.g. a voucher).

**Refund deadline**

- (c) Where a refund is required to be provided under this Rule, it will be provided within 30 days of the flight disruption.

## **(E) Standards of treatment – delay or cancellation – within Condor’s control and within Condor's control but required for safety purposes**

- (1) If the passenger has been informed of the delay or of the cancellation less than 12 hours before the departure time that is indicated on their original ticket and they have waited two hours after the departure time that is indicated on their original



ticket, Condor must provide the passenger with the following treatment free of charge:

- (a) food and drink in reasonable quantities, taking into account the length of the wait, the time of day and the location of the passenger; and
- (b) access to a means of communication.

### **Accommodations**

- (2) If the passenger has been informed of the delay or of the cancellation less than 12 hours before the departure time that is indicated on their original ticket and if Condor expects that the passenger will be required to wait overnight for their original flight or for a flight reserved as part of alternate travel arrangements, Condor must offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the passenger, as well as transportation to the hotel or other accommodation and back to the airport.

### **Refusing or limiting treatment**

- (3) Condor may limit or refuse to provide a standard of treatment referred to in (1) and (2) above if providing that treatment would further delay the passenger.

## **(F) Compensation – delay or cancellation – within Condor’s control and not required for safety purposes**

- (1) Compensation for inconvenience is only payable when the delay or cancellation is within Condor's control and is not required for safety purposes.

If a passenger is informed 14 days or less before the departure time on their original ticket that the arrival of their flight at the destination that was indicated on their ticket will be delayed, Condor will provide the minimum compensation for inconvenience as follows:

- (a) \$400 CAD, if the arrival of the passenger’s flight at the destination that is indicated on the original ticket is delayed by three hours or more, but less than six hours,
- (b) \$700 CAD, if the arrival of the passenger’s flight at the destination that is indicated on the original ticket is delayed by six hours or more, but less than nine hours, or

- (c) \$1,000 CAD, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by nine hours or more;

### **Compensation in case of refund**

- (2) If the passenger's ticket is refunded in accordance with (D)(2), the carrier will provide a minimum compensation of \$400, in accordance with its obligations as a Large Carrier

### **Deadline to file request**

- (3) To receive the minimum compensation referred to in (1) or (2) above, a passenger must file a request for compensation with Condor before the first anniversary of the day on which the flight delay or flight cancellation occurred.

### **Deadline to Respond**

- (4) Condor will, within 30 days after the day on which it receives the request, provide the compensation or an explanation as to why compensation is not payable.

### **Compensation for inconvenience**

- (5) If Condor is required by this tariff to provide compensation to a passenger, Condor will offer it in form of money (i.e., cash, cheque, or bank transfer). However, the compensation may be offered in another form (e.g. a voucher) if:
- (a) compensation in the other form has a greater monetary value than the minimum monetary value of the compensation that is required under the APPR;
  - (b) the passenger has been informed in writing of the monetary value of the other form of compensation;
  - (c) the other form of compensation does not expire; and
  - (d) the passenger confirms in writing that they have been informed of their right to receive monetary compensation and have chosen the other form of compensation.

# Rule 92: Tarmac delay

## (A) Applicability

- (1) This Rule applies to all passengers experiencing a tarmac delay irrespective of the type of fare on which they are travelling or they have purchased.
  - (a) For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Rule 121(B)(12), Liability – international transportation, passenger delay)

## (B) General

- (1) Passengers who experienced or are experiencing a tarmac delay may, depending on the circumstances, also find relief pursuant to:
  - (a) Rule 90, Delay or cancellation - outside the carrier's control, or
  - (b) Rule 91, Delay or cancellation - within the carrier's control and within Condor's control but required for safety purposes.

### **Urgent medical assistance**

- (c) If a passenger requires urgent medical assistance while the flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, Condor will facilitate access to the medical assistance.

### **Tarmac delay obligations – standards of treatment**

- (2) If a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, Condor will provide passengers with the following treatment, free of charge:
  - (a) if the aircraft is equipped with lavatories, access to those lavatories in working order;
  - (b) proper ventilation and cooling or heating of the aircraft;
  - (c) if it is feasible, to communicate with people outside of the aircraft, the means to do so; and

- (d) food and drink, in reasonable quantities, taking into account the length of the delay, the time of day and the location of the airport.

### **Communications and information**

- (e) Once it becomes clear that the aircraft will experience a tarmac delay Condor will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.

## **(C) Tarmac delay (over 3 hours) carrier obligations at an airport in Canada**

### **Passenger disembarkation**

- (1) If a flight is delayed on the tarmac at an airport in Canada, Condor will provide an opportunity for passengers to disembark:
- (a) three hours after the aircraft doors have been closed for take-off; and
  - (b) three hours after the flight has landed, or at any earlier time if it is feasible.
- (2) **Exception:** Condor is not required to provide an opportunity for passengers to disembark in accordance with (1) (above) if:
- (a) it is likely that take-off will occur less than three hours and 45 minutes after the doors of the aircraft are closed for take-off or after the flight has landed, and,
  - (b) Condor is able to continue to provide the standards of treatment referred to in (B)(3) (above).
- (3) If a passenger opts to disembark pursuant to Rule 92(C)(1) and the passenger fails to make themselves readily available for an immediate departure should that occur, Condor:
- (a) cannot guarantee that the passenger can be re-accommodated on to the aircraft,
  - (b) will treat the passenger, as appropriate, under the provisions of Rule 90, Delay or cancellation- outside Condor's control or Rule 91, Delay or cancellation- within Condor's control and within Condor's control but required for safety purposes.

**Priority disembarkation**

- (c) If Condor allows disembarkation, it will, if it is feasible, give passengers with disabilities and their support person or service animal, if any, the opportunity to leave the aircraft first.

**Exceptions**

- (b) Rule 92(C)(1) does not apply if providing an opportunity for passengers to disembark is not possible, including if it is not possible for reasons related to safety and security or to air traffic or customs control.

# Rule 95: Denial of boarding – outside Condor’s control

## (A) Applicability

- (1) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.
- (2) This Rule applies when there is denial of boarding due to situations outside Condor’s control. See Rule 95(C) for situations that are outside Condor’s control.
- (3) This Rule does not apply in the situation of a refusal to transport a passenger due to, for instance, health, safety or security reasons, or where the passenger has failed to follow carrier rules or instructions, has inappropriate travel documents or has failed to respect check-in time limits. To see Condor's policies in this respect, refer to Rule 105, Refusal to transport.

## (B) General

- (1) Condor will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
- (2) Personalized documents, such as a ticket/itinerary issued by Condor for the passenger, which are consistent with the reservation held by the passenger, form part of the contract of carriage between Condor and the passenger.
- (3) The passenger holding a confirmed ticketed reservation must present themselves for carriage in accordance with this tariff having complied fully with Condor’s applicable reservation, ticketing, check-in and boarding requirements within the time limits as set out in Rule 40.
- (4) A passenger who attempts to check-in after Condor’s check-in deadline or presents themselves at the boarding area after Condor’s boarding time deadline as specified under Rule 40(E), Check-in time limits, will not receive consideration per Rule 95 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.

- (5) A denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations outside Condor's control, is considered to also be due to situations outside that carrier's control if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
- (6) For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Rule 121(B)(12), Liability – international transportation, passenger delay)

## (C) Situations outside Condor's control

- (1) Situations outside Condor's control, include, but are not limited to the following:
  - (a) war or political instability;
  - (b) illegal acts or sabotage;
  - (c) meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;
  - (d) instructions from air traffic control;
  - (e) a NOTAM, (Notice to Airmen) as defined in subsection 101.01(1) of the *Canadian Aviation Regulations*;
  - (f) a security threat;
  - (g) airport operation issues;
  - (h) a medical emergency;
  - (i) a collision with wildlife;
  - (j) a labour disruption within Condor or within at an essential service provider such as an airport or an air navigation service provider;
  - (k) a manufacturing defect in an aircraft that reduces the safety of passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority; and
  - (l) an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

## **(D) Communication with passengers – denial of boarding – outside Condor’s control**

- (1) Carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.

## **(E) Alternate arrangements – denial of boarding outside Condor’s control**

- (1) If there is denial of boarding due to situations outside Condor’s control, Condor will provide alternate travel arrangements, free of charge, to ensure that passengers complete their itinerary as soon as feasible:
  - (a) a confirmed reservation for the next available flight that is operated by Condor, or a carrier with which Condor has a commercial agreement, is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger’s original ticket and departs within 48 hours of the end of the event that caused the denial of boarding,
  - (b) if Condor cannot provide a confirmed reservation that complies with subparagraph (a) (above),
    - (i) a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from the airport at which the passenger is located, or another airport that is within a reasonable distance of that airport, to the destination that is indicated on the passenger’s original ticket, and
    - (ii) if the new departure is from an airport other than the one at which the passenger is located, transportation to that other airport.

### **Comparable services**

- (2) To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including Condor making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for persons with disabilities.



**Refund of additional services**

- (3) Condor will refund the cost of any additional services purchased in connection with the passenger's original ticket when the passenger is provided with alternate travel arrangements, if:
- (a) the passenger did not receive those services; or,
  - (b) the passenger paid for those services a second time.

**Higher class of service**

- (4) If a higher class of service is booked for the passenger than was originally provided for on the passenger's original ticket, Condor will not request supplementary payment from the passenger.

**Lower class of service**

- (5) If the alternate travel arrangements provide for a lower class of service than the original ticket, Condor will refund the difference in the cost of the applicable portion of the ticket.

**Method used for refund**

- (6) Refunds under this section will be made in conformity with Rule 125 (A), General, and (B), Involuntary refunds, will be paid to the person who purchased the ticket or additional service, and will be paid using the method used for the original payment, unless:
- (a) Condor has informed the person in writing of the monetary value of the original ticket or additional service, and the availability of a refund by the method used for the original payment;
  - (b) the refund is offered in another form that does not expire; and,
  - (c) the person confirms, in writing, that Condor has informed them of their right to receive the refund by the method used for the original payment and that the person has chosen to receive the refund in another form (e.g. a voucher).

**Refund deadline**

- (7) Where a refund is required to be provided under this Rule, it will be provided within 30 days of the flight disruption.

## Refunds

If the alternate travel arrangements offered do not accommodate passenger's needs Condor will refund the unused portion of the ticket and if necessary, return passengers to his/her point of origin.

# Rule 96: Denial of boarding – within Condor’s control and within Condor's control but required for safety purposes

## (A) Applicability

- (1) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or have purchased.
- (2) This Rule applies in respect of a carrier when there is a denial of boarding due to a situation that is within Condor’s control and within Condor's control but required for safety. (G) is only applicable if the denial of boarding is within Condor's control and is not required for safety purposes.
- (3) This Rule does not apply in the situation of a refusal to transport a passenger due to, for instance, health, safety or security reasons, or where the passenger has failed to follow carrier rules or instructions, has inappropriate travel documents or has failed to respect check-in time limits or gate cut-off times. See Rule 105, Refusal to transport for Condor's policies in this respect.

## (B) General

- (1) Condor will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
- (2) Personalized documents, such as a ticket/itinerary issued by Condor for the passenger, which are consistent with the reservation held by the passenger, form part of the contract of carriage between Condor and the passenger.
- (3) A passenger holding a confirmed ticketed reservation must present themselves for carriage in accordance with this tariff having complied fully with Condor’s applicable reservation, ticketing, check-in and boarding requirements within the time limits set out in Rule 40.
- (4) A denial of boarding that is directly attributable to an earlier delay or cancellation that is within that carrier’s control but is required for safety purposes, is considered to also be within that carrier’s control but required for safety purposes if that carrier

took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

- (5) A passenger who attempts to check-in after Condor's check-in deadline or presents themselves at the boarding area after Condor's boarding time deadline as specified under Rule 40(E), Check-in time limits, will not receive consideration per Rule 96 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.
- (6) For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Rule 121(B)(12), Liability – international transportation, passenger delay)

### **(C) Denial of boarding – within Condor's control and within Condor's control but required for safety purposes – request for volunteers**

- (1) In cases of denial of boarding within Condor's control and within Condor's control but required for safety purposes, Condor will not deny boarding to a passenger unless it has asked all passengers if they are willing to give up their seat. As such, Condor will make an announcement and ask for volunteers to relinquish their seats from among the confirmed passengers. At the same time, Condor will announce what type of benefits passengers will be entitled to should they voluntarily relinquish their seat. Condor will advise any passenger who expresses an interest in relinquishing their seat of the amount of compensation a passenger could receive pursuant to (G)(1) if there is a denial of boarding.
- (2) Attempts to find volunteers may take place at the check-in or boarding areas. Condor may also seek volunteers before the passenger arrives at the airport. Condor will continue to make this request of passengers until it obtains enough volunteers to prevent a denial of boarding or until it determines that it does not, despite its best efforts, have enough volunteers.
- (3) If Condor offers a benefit in exchange for a passenger willingly relinquishing their seat in accordance with (1) (above) and a passenger accepts the offer, or if they negotiate a benefit acceptable to both parties, Condor will provide the passenger with a written confirmation of that benefit before the flight departs. A passenger who willingly relinquishes their seat is not considered to be a passenger who has

been subject to a denial of boarding by Condor and as such, is not entitled to compensation pursuant to (G).

### **Passenger on aircraft**

- (4) Condor will not deny boarding to a passenger who is already on-board the aircraft unless the denial of boarding is required for reasons of safety. However, passengers may still elect to volunteer to relinquish their seat if already on-board the aircraft in exchange for benefits agreed upon with Condor.

### **Priority for boarding**

- (5) If denial of boarding is necessary, Condor will give priority for boarding to passengers in the following order:
- (a) an unaccompanied minor;
  - (b) a person with a disability and their support person, service dog or other service animal, if any;
  - (c) a passenger who is travelling with family members;
  - (d) a passenger who was previously denied boarding on the same ticket;
  - (e) a passenger who is traveling in higher class;
  - (f) a passenger who is in transit;
  - (g) all other passengers with confirmed and ticketed reservations in the order in which they presented themselves for check-in.

## **(D) Communication with passengers – denial of boarding – within Condor’s control and within Condor's control but required for safety purposes**

- (1) Condor will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.

## (E) Alternate arrangements – denial of boarding within Condor’s control and within Condor's control but required for safety purposes

(1) In the case where there is a denial of boarding for situations within Condor’s control or within Condor's control but required for safety purposes, Condor will provide to each passenger, free of charge, the following alternate travel arrangements to ensure that the passenger completes their itinerary as soon as feasible:

- (a) a confirmed reservation for the next available flight that is operated by Condor, or a carrier with which Condor has a commercial agreement, is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger’s original ticket and departs within 9 hours of the departure time that is indicated on that original ticket,
- (b) a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger’s original ticket and departs within 48 hours of the departure time that is indicated on that original ticket if Condor cannot provide a confirmed reservation that complies with subparagraph (a), or
- (c) if Condor cannot provide a confirmed reservation that complies with subparagraph (a) or (b) (above),
  - (i) a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from another airport that is within a reasonable distance of the airport at which the passenger is located to the destination that is indicated on the passenger’s original ticket and
  - (ii) if the new departure is from an airport other than one at which the passenger is located, transportation to that other airport.

### Refund

(2) If the alternate travel arrangements offered in accordance with (F)(1) do not accommodate the passenger’s travel needs, Condor will,

- (a) in the case where the passenger is no longer at the point of origin that is indicated on the original ticket and the travel no longer serves a purpose because

of denied boarding, refund the ticket, pursuant to Rule 125 (A), General, and (B), Involuntary refunds, and provide the passenger, free of charge, with a confirmed reservation that is for a flight to that point of origin which accommodates the passenger's travel needs; and

- (b) in any other case, refund the unused portion of the ticket. The amount of the refund will be calculated pursuant to Rule 125 (A), General, and (B), Involuntary refunds.

### **Comparable services**

- (3) To the extent possible, the alternate travel arrangement must provide services comparable to those of the original ticket, including Condor making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for persons with disabilities.

### **Refund of additional services**

- (4) Condor will refund the cost of any additional services purchased in connection with the passenger's original ticket when the passenger is provided with alternate travel arrangements, if:
  - (a) the passenger did not receive those services on the alternate flight; or
  - (b) the passenger paid for those services a second time.

### **Higher class of service**

- (5) If the alternate travel arrangements referred to in (1) above provide for a higher class of service than the original ticket, Condor will not request supplementary payment.

### **Lower class of service**

- (6) If the alternate travel arrangements provide for a lower class of service than the original ticket, Condor will refund the difference in the cost of the applicable portion of the ticket.

### **Method used for refund**

- (7) Refunds under this section will be made in conformity with Rule 125 (A), General, and (B), Involuntary refunds and will be paid to the person who purchased the ticket or additional service, and will be paid using the method used for the original payment, unless:

- (a) Condor has informed the person in writing of the monetary value of the original ticket or additional service, and the availability of a refund by the method used for the original payment;
- (b) the refund is offered in another form that does not expire; and,
- (c) the person confirms, in writing, that Condor has informed them of their right to receive the refund by the method used for the original payment and that the person has chosen to receive the refund in another form (e.g. a voucher).

### **Refund deadline**

- (8) Where a refund is required to be provided under this Rule, it will be provided within 30 days of the flight disruption.

## **(F) Standards of treatment – denial of boarding – within Condor’s control and within Condor's control but required for safety purposes**

- (1) Before a passenger boards the flight reserved as an alternate travel arrangement per (E)(1), Condor will provide them with the following treatment free of charge:
  - (a) food and drink in reasonable quantities, taking into account the length of the wait, the time of day and the location of the passenger; and
  - (b) access to a means of communication.

### **Accommodations**

- (2) If Condor expects that the passenger will be required to wait overnight for a flight reserved as part of alternate travel arrangements, Condor must offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the passenger as well as transportation to the hotel or other accommodation and back to the airport.

### **Refusing or limiting treatment**

- (c) Condor may limit or refuse to provide a standard of treatment referred to (1) and (2) above, if providing that treatment would further delay the passenger.



## **(G) Compensation – denial of boarding – within Condor’s control and not required for safety purposes**

- (1) Compensation is only payable when the denial of boarding is within Condor's control and is not required for safety purposes.

### **Compensation for denial of boarding**

- (2) If a denial of boarding that is within Condor’s control occurs, Condor will provide the following compensation for inconvenience to the affected passenger:
- (a) \$900 CAD, if the arrival time of the passenger's flight at the destination that is indicated on the original ticket is delayed by less than six hours;
  - (b) \$1,800 CAD, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by six hours or more, but less than nine hours; and
  - (c) \$2,400 CAD, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by nine hours or more.

### **Payment**

- (3) Condor will provide the compensation to the passenger as soon as it is operationally feasible, but not later than 48 hours after the denial of boarding.

### **Estimated arrival time**

- (4) If the compensation is paid before the arrival of the flight reserved as part of alternate travel arrangements made pursuant to (E)(1) above, at the destination that is indicated on their ticket, that compensation will be based on the flight's expected arrival time.

### **Written confirmation**

- (5) If it is not possible to provide the compensation before the boarding time of the flight reserved as part of alternate travel arrangements made pursuant to (E)(1) above, Condor will provide the passenger with a written confirmation of the amount of the compensation that is owed.

### **Adjustment**

- (6) If the arrival of the passenger's flight at the destination that is indicated on their original ticket is after the time it was expected to arrive when the compensation

was paid or confirmed in writing and the amount that was paid or confirmed no longer reflects the amount due in accordance with (2), Condor will adjust the amount of the compensation.

### **Compensation for inconvenience**

- (7) If Condor is required by (2) above to provide compensation for a denial of boarding to a passenger, Condor will offer it in form of money (i.e. cash, cheque, or bank transfer). However, the compensation may be offered in another form (e.g. a voucher) if:
- (a) compensation in the other form has a greater monetary value than the minimum monetary value of the compensation that is required under the APPR.
  - (b) the passenger has been informed in writing of the monetary value of the other form of compensation;
  - (c) the other form compensation does not expire; and
  - (d) the passenger confirms in writing that they have been informed of their right to receive monetary compensation and have chosen the other form of compensation.

# Rule 97 – Communication of information – cancellation, delay, tarmac delay, or denial of boarding

## (A) General

(1) In cases where one of the following applies:

- (a) Rule 90, Delay or cancellation – outside Condor’s control,
- (b) Rule 91, Delay or cancellation – within Condor’s control and within Condor's control but required for safety purposes,
- (c) Rule 92, Tarmac delay,
- (d) Rule 95, Denial of boarding – outside Condor’s control, or
- (e) Rule 96, Denial of boarding – within Condor’s control and within Condor's control but required for safety purposes,

pursuant to the provisions of the APPR, Condor will provide the following information to the affected passengers:

- (i) the reason for the delay, cancellation, or denial of boarding;
  - (ii) the compensation to which the passenger may be entitled for the inconvenience;
  - (iii) the standard of treatment for passengers, if any; and
  - (iv) the recourse available against Condor, including their recourse to the Agency.
- (2) In the case of a delay, Condor will communicate status updates every 30 minutes until a new departure time for the flight is set or alternate travel arrangements have been made for the affected passenger.
- (3) Condor will communicate new information to passengers as soon as feasible.
- (4) The information of paragraph (1) above will be provided by means of audible announcements. Visible announcements will be provided upon request.

- (5) The information of paragraph (1) above will also be provided to the passenger using the available communication method that the passenger has indicated that they prefer, including a method that is compatible with adaptive technologies intended to assist persons with disabilities.

## Rule 98 – Schedule irregularities

Other schedule irregularities which are not described in this tariff include:

### (A) General

Schedules are not guaranteed. Times shown in timetables or elsewhere are approximate and not guaranteed, and form no part of the contract of carriage. Schedules are subject to change without notice. Condor will not be responsible for errors or omissions either in timetables or other representations of schedules. No employee, agent or representative of Condor is authorized to bind Condor by any statements or representation as to the dates or times of departure or arrival, or of the operation of any flight. Condor will make reasonable efforts to inform passengers of delays and schedule changes and, to the extent possible, the reasons for them. It is always recommended that the passenger ascertain the flight's status and departure time either by registering for updates on their electronic device, via Condor's web site or by referring to airport terminal displays.

Condor 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, including labor disruptions or strikes. If applicable, a passenger may invoke the provisions of APPR or of the applicable convention regarding liability in the case of delay.

Condor undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch, but no particular time is fixed for the commencement or completion of carriage. Subject thereto Condor may, without notice, substitute alternate carriers or aircraft and may alter the route, add stopovers or omit the stopping places shown on the face of the ticket in case of necessity.

### (B) Changes to scheduled departure time due to flight operational reasons and notification of the passenger

Subject to Rule 90, Delay or cancellation – outside the carrier's control, Rule 91, Delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes and Rule 97, Communication of information – cancellation, delay, tarmac delay, or denial of boarding, Condor may change the planned departure time if the change is announced at least two weeks in advance of the planned departure time and is due to air

traffic related reasons that could not have been avoided despite Condor's taking all reasonable measures available.

Air traffic-related reasons may include necessary changes as part of the federal assignment of take-off and landing rights (slot assignment) and restricted operations at airports, as well as reasons related to national and international flight safety and traffic regulation agencies. Condor has the burden of proof that the change is due to air traffic-related reasons that could not have been avoided even using all reasonable measures.

Condor will inform all guests immediately upon obtaining knowledge of the required changes to the departure time.

## **(C) Change of aircraft, third-party air carrier and notification of passenger**

If necessary, Condor may substitute the aircraft used and transfer carriage of passengers in full or in part to a third party/subcontractor, in which case Condor remains responsible for the carriage booked.

In the event that Condor must engage a third-party air carrier, Condor will immediately initiate all appropriate steps in order to ensure that the passenger is informed about the change as quickly as possible. At the very latest, passengers will be informed of such a change when checking in for their scheduled flight.

## **(D) Equipment changes resulting in overbooking — cabin class change**

If a flight is overbooked in certain cabin classes, passengers may be upgraded or downgraded into another cabin class. Condor will follow a priority list depending on the ticket status and rank, however, priority will be given to persons with a disability.

Passengers who have been involuntarily downgraded will receive the most feasible service segments corresponding to the originally booked class, but will receive a partial refund to account for the difference between the original fare and the fare for the lower class of services.

Passengers who have been involuntarily upgraded will not be charged the difference between the fare for the original booking and the fare for the higher class of services.

In the event that overbooking results in denial of boarding, please refer to Rule 95, Denial of boarding – outside the carrier's control; Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes and/or Rule 97, Communication of information – cancellation, delay, tarmac delay, or denial of boarding.

## (E) Missed connections

In the event a passenger misses an onward connecting flight on which space has been reserved for him/her on the same itinerary because Condor, as the delivering carrier, did not operate its flight according to schedules, or changed the schedule of such flight, Condor will arrange for the carriage of the passenger through alternate arrangements, provide a refund and/or compensation, as applicable, in accordance with this tariff.

## (F) Changes requested by passenger

- (1) At the passenger's request, Condor will effect a change in the routing (other than the point of origin), carrier(s), class(s) of service, destination, fare or validity specified in an unused ticket, flight coupon(s) or miscellaneous charges order by issuing a new ticket or by endorsing such unused ticket, flight coupon(s) or miscellaneous charges order, provided that:
  - (a) Condor issued the original ticket
  - (b) Condor is the carrier designated in the "via carrier" box, or no carrier is designated in the "via carrier" box, of the unused flight coupon or miscellaneous charges order for the first onward carriage from the point on the route at which the passenger desires the change to commence. However, where the carrier who issued the ticket is designated as carrier for any subsequent section(s) and has an office or general agent, who is authorized to make endorsements, at the point on the route where the change is to commence or where the passenger makes his request for such change, the reissuing carrier shall obtain such issuing carrier's endorsement; or
  - (c) Condor has received written authority to do so from the carrier entitled to effect the change.
  - (d) When the rerouting results in a change of fare, the new fare and charges shall be constructed as follows:

- (e) (Not applicable to/from points in the US) If the destination is unchanged, the new fare shall be constructed from the last fare construction point preceding the point at which the rerouting takes place, as shown on the ticket submitted for rerouting, to the fare construction point shown on the ticket submitted for rerouting, beyond which the original fare construction remains applicable.
- (f) (Not applicable to/from points in the US) If the destination is changed, the new fare shall be constructed from the last fare construction point preceding the point at which the rerouting takes place, as shown on the ticket submitted for rerouting, to the new destination.
- (g) (Applicable only from/to points in the US) The new fare shall be calculated upon the basis of that which would have been applicable had the passenger purchased transportation for revised itinerary (which includes those points for which transportation has already been completed) prior to departure from point of origin.
- (h) Additional passage at the through fare and charges shall not be permitted unless request has been made prior to arrival at the destination named on the original ticket or miscellaneous charges order; and, after carriage has commenced:
  - (i) a one-way ticket shall not be converted into a round, circle or open jaw trip ticket at the round, circle or open jaw trip discount for any portion already flown. Discount will only be applied to any rerouted portion of the trip and only from the point of rerouting, not based on any portion of the trip already flown;
  - (ii) a round, circle or discounted open jaw trip ticket can be converted into any other one of these categories provided that the request therefore is made prior to arrival at the destination named on the original ticket or miscellaneous charges orders.
- (i) Any difference between the fares and charges applicable and the fares and charges paid by the passenger, will be collected from the passenger by the carrier accomplishing the rerouting, who will also pay to the passenger any amounts due to account of refunds.
- (j) The expiration date of any new ticket issued for a revised routing will be limited to the expiration date that would have been applicable had the new ticket been issued on the date of sale of the original ticket or miscellaneous charges order.



# Rule 105: Refusal to transport

## Definitions

(1) For the purposes of Rule 105:

“**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, pandemics, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, unsettled international conditions, shortage of fuel or facilities, or labour disputes, either actual, threatened or reported.

## (A) Applicability

(1) A refusal to transport a passenger only occurs in situations when the carrier operates a flight on which the passenger had a confirmed reservation but that specific passenger is not permitted to continue their journey on that flight due to any reasons specified in the paragraphs below. Refusal to transport can occur at the start of any journey or while the passenger is en route to their destination.

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

## (B) Refusal to transport – removal of passenger

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

(a) **Government requests and regulations and force majeure**

Whenever it is necessary or advisable to:

- (i) comply with any government regulation;
- (ii) comply with any government request for emergency transportation; or,
- (iii) address force majeure.

**(b) Search of passenger and property**

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

**(c) Proof of identity/age**

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

**(i) Applicable only to travel within Canada:**

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

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

**(ii) Applicable only to travel from Canada:**

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

The carrier is also required to screen each passenger who appears to be 18 years of age or older by comparing the passenger, and in particular the passenger's entire face, against one piece of government-issued photo identification that shows the passenger's name, date of birth and gender.

**(d) Immigration or other similar considerations**

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

- (i) The travel documents of the passenger are not in order; or,
- (ii) 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.

**(e) Failure to comply with carrier's rules and regulations**

When the passenger fails or refuses to comply with rules and regulations of the carrier as stated in this tariff.

**(f) Passenger's condition**

(i) When the passenger's actions or inactions prove to the carrier that their mental, intellectual or physical condition is such as to render them incapable of caring for themselves without assistance or medical treatment en route unless:

(A) the passenger is accompanied by a support person 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,

(B) the passenger complies with requirements of Rule 69(B), Acceptance for carriage.

**Exception:** The carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance, except where accepting the person could jeopardize security, public health or public safety as per Rule 69(B), Acceptance for carriage.

**Note:** If the passenger is accompanied by a support person and the passenger is refused transport, then the support person will also be refused transport and the two will be removed from the aircraft together.

(ii) When the passenger has a contagious disease.

(iii) When the passenger has an offensive odour.

**Medical clearance**

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

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

**Note:** Pregnant passengers:

- (A) An expectant mother with a complication-free pregnancy can travel on the carrier's flights up to the 36th week of pregnancy or up to four weeks before the expected due date without a medical certificate.
- (B) An expectant mother who is in or beyond the 28th week of pregnancy must present a medical certificate, dated within 72 hours of the scheduled time of departure. The certificate must state that the physician has examined the patient and found them to be physically fit for travel by air and the certificate must state the estimated date of birth.

**(g) Failure to provide a suitable escort**

When the passenger requires an escort due to a mental health condition and is under care of a psychiatric institution or in the custody of law enforcement personnel or other responsible authority and the necessary arrangements have not been made with the carrier in advance of the departure of the flight.

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

- (i) Medical authority furnishes assurance, in writing, that an escorted person with a mental health condition can be transported safely.
- (ii) Only two (2) escorted passenger(s) will be permitted on a flight.
- (iii) Request for carriage is made at least 48 hours before scheduled departure.
- (iv) Acceptance is applicable to transportation on flights marketed and operated by Condor Flugdienst GmbH only.
- (v) The escort must accompany the escorted passenger at all times.
- (vi) Passenger in custody of law enforcement personnel or other responsible authority must be manacled.

## (C) 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, and the carrier's employees; the safety of the aircraft; the unhindered performance of the crew members in their duty on-board 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 their 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 their 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 on-board the aircraft after being advised to stop such use by a member of the crew.
- (h) The person is barefoot.
- (i) The person is inappropriately dressed.

- (j) 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.
- (k) The person has resisted or may reasonably be believed to be capable of resisting escorts.

**(l) 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:

- (i) Removal of the passenger at any point.
- (ii) **Probation:** At any time, the carrier may stipulate that the passenger is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the carrier to provide transport to the passenger. Such probationary conditions may be imposed for any length of time which, in the exercise of the carrier's reasonable discretion, is necessary to ensure the passenger continues to avoid prohibited conduct.
- (iii) **Refusal to transport the passenger:** The length of this refusal to transport may range from a one-time refusal to a longer period determined at the reasonable discretion of the carrier in light of the circumstances. Such refusal will be for a period appropriate to the nature of the prohibited conduct and until the carrier is satisfied that the passenger no longer constitutes a threat to the safety of other passengers, crew or the aircraft or to the comfort of other passengers or crew; the unhindered performance of the crew members in their duty on-board the aircraft; or safe and adequate flight operations.

- (v) The following conduct will automatically result in a refusal to transport, up to a lifetime ban:
- (A) The person continues to interfere with the performance of a crew member's duties despite verbal warnings by the crew to stop such behaviour.
  - (B) The person injures a crew member or other passenger or subjects a crew member or other passenger to a credible threat of injury.
  - (C) The person displays conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs.
  - (D) The person repeats a prohibited conduct after receiving a notice of probation as mentioned in (ii) above.

These remedies are without prejudice to the carrier's other rights and recourses, namely to seek recovery of any damage resulting from the prohibited conduct or as otherwise provided in the carrier's tariffs, including recourses provided in the carrier's frequent flyer program or the filing of criminal or statutory charges.

## (D) 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.
- (a) Notwithstanding (1) above, 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.
  - (b) A person who is refused carriage for a period of time or to whom a probation notice is served may provide to the carrier, in writing, the reasons why they believe they no longer pose a threat to the safety or comfort of passengers or crew, or to the safety of the aircraft. Such document may be sent to the address provided in the refusal to carry notice or the notice of probation.

- (c) The carrier will respond to the passenger within a reasonable period of time providing carrier's assessment as to whether it remains necessary to continue the ban or maintain the probation period.



## Rule 115: Tickets

### (A) General

- (1) A ticket will not be issued and the carrier will not carry the passenger unless the passenger has paid the applicable fare or has complied with all credit arrangements.
  - (a) Before boarding, the passenger must present the carrier with proof that they have 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 ultimate destination, and on the dates, times and via the routing shown on the ticket.
  - (b) 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.
  - (c) The ticket remains at all times the property of the carrier which issued the ticket.
  - (d) The carrier does not permit the passenger to hold more than one confirmed reservation/ticket on the same departure flight/origin and destination for the same travel date.

### (B) Validity for carriage

- (1) **General:** When validated, the ticket is good for carriage from the airport of departure to the airport of ultimate 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 ticket"** basis (see (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.
  - (a) **Period of Validity:** Generally, the period of validity for transportation will be one year from the date on which transportation commences at the point of

origin designated on the original ticket, or, if no portion of the ticket is used, one year from the date of issuance of the original ticket. However, certain fares may have different periods of validity. If this is the case, the specific rules associated with the fare will take precedence.

- (b) **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.
- (c) **Expiration of validity:** Tickets expire at midnight on the last day of validity based on where the ticket was issued, unless Condor has extended the period of validity.

## (C) Extension of ticket validity

- (1) **Carrier's operations:** If a passenger is prevented from travelling within the period of validity of their ticket because the carrier:
  - (a) cancels the flight upon which the passenger holds confirmed space;
  - (b) omits a scheduled stop, provided this is the passenger's place of departure, place of ultimate destination, or place of stopover;
  - (c) fails to operate a flight reasonably according to schedule;
  - (d) causes the passenger to miss a connection;
  - (e) substitutes a different class of service; or
  - (f) is unable to provide previously confirmed space;

the carrier will, without collecting any additional fare, extend the validity of the passenger's ticket until the passenger can continue their travel on the first flight where space is available. Validity can only be extended up to 7 days, or up to thirty days beyond the original limit when carrier is unable to provide previously confirmed space; or a flight is cancelled or postponed during the period of validity, a scheduled stop which is either a stopover or destination for the passenger is omitted, Condor substitutes a different class of service, or causes a passenger to miss a connection, or fails to operate a flight reasonably according to schedule.

## (D) Waiver minimum/maximum stay provision

### (1) In the event of death of a family member not accompanying the passenger

If the passenger holding a special fare ticket returns prior to the expiry of the minimum stay requirement because of the death of an immediate family member not accompanying the passenger, the passenger will be entitled to a refund of the additional amounts paid for transportation on the carrier's services in order to return early. However, no refund will be permitted unless the passenger produces a death certificate confirming that the death of the family member occurred after the commencement of travel.

### (2) In the event of a passenger's death – provisions for accompanying passengers

#### (a) Extension of ticket validity (beyond 1 year) for normal fares and waiver of the maximum stay requirements of special fares

The carrier will extend the ticket validity for passengers who are either members of the immediate family of the deceased passenger or are other persons actually accompanying the deceased passenger for up to 90 days beyond the original ticket validity expiry date or 45 days after the date of death of the passenger, whichever date occurs first.

A death certificate or a copy, duly executed by the competent authorities in the country in which the death occurred must be presented at the time of re-ticketing. A competent authority is a person designated to issue a death certificate by the applicable laws of the country concerned.

If the death certificate is not available at the time the passengers are to travel, or, if the carrier has reason to doubt the validity of such certificate, passengers will be accommodated only upon payment of the fare applicable for the transportation used, and a request for refund may be filed with the carrier. Upon receipt of the request for refund and all supporting documents, the carrier will determine the validity of the request and, if valid, will refund the difference between the total fare paid by the passengers and the amount the passengers would have paid under the provision of this Rule.

#### (b) Waiver of minimum stay requirements – special fares

In the event of the death of a passenger en route, the minimum stay and group travel requirements with regard to special fares will be waived for passengers who are either members of the immediate family of the deceased passenger or are other persons actually accompanying the deceased person.

Passengers who have had their minimum stay requirement waived will only be accommodated in the class of service originally ticketed.

A death certificate or a copy, duly executed by the competent authorities, in the country in which the death occurred must be presented at the time of re-ticketing. A competent authority is a person designated to issue a death certificate by the applicable laws of the country concerned.

If the death certificate is not available at the time the passengers are to travel, or, if the carrier has reason to doubt the validity of such certificate, passengers will be accommodated only upon payment of the fare applicable to the transportation used, and a request for refund may be filed with the carrier. Upon receipt of the request for refund and all supporting documents, the carrier will determine the validity of the request and, if valid, will refund the difference between the total fare paid by the passengers and the amount the passengers would have paid under the provision of this Rule.

### (3) Medical reasons and illness

#### (a) Ticket extension:

In the case of Normal fares, if, after the passenger commences travel and is prevented from travelling within the period of validity of the ticket because of illness, the carrier will extend the period of validity of the passenger's ticket until the date when the passenger becomes fit to travel according to a medical certificate. Should space not be available when the passenger becomes fit to travel, the carrier will re-accommodate the passenger on the first flight on which space is available. In all cases, travel will be in the same class of service which the passenger had originally paid to travel from the point where the journey is resumed. However, when the remaining flight coupons of the ticket involve one or more stopovers, the validity of the ticket will not be extended for more than 3 months from the date shown on the medical certificate. In these circumstances, the carrier will also extend the period of validity of the tickets of persons travelling with the incapacitated passenger.

In the case of Special fare tickets, the carrier will extend the validity of the tickets until the date when the passenger becomes fit to travel according to a medical certificate. Should space not be available when the passenger becomes fit to travel, the carrier will re-accommodate the passenger on the first flight on which space is available. In all cases, travel will be in the same class of service which the passenger had originally paid to travel from the point where the journey is resumed. However, when the remaining flight

coupons of the ticket involve one or more stopovers, the validity of the ticket will not be extended for more than 3 months from the date shown on the medical certificate. In these circumstances, the carrier will also extend the period of validity of the tickets of persons travelling with the incapacitated passenger.

## (E) Upgrading (changing from a lower to a higher fare ticket)

- (1) Before travel commences, a passenger may upgrade to a fare of higher value to travel to any of the carrier's destinations in the world provided travel is in accordance with (3) below.
- (2) Penalties and additional charges are waived when a fare is upgraded in accordance with (1) above.
- (3) Passengers upgrading in accordance with (1) above, may do so provided:
  - (a) Ticketing and advance purchase requirements of the new fare have been met;
  - (b) Travel is via Condor Flugdienst GmbH;
  - (c) Reservations have been booked in the appropriate class of service of the new fare; and
  - (d) The difference in fares has been paid.
- (4) After departure, the passenger holding a ticket for return, circle trip or open jaw travel may upgrade the total fare in accordance with the rules of the fare paid.
  - (e) The original fare paid (including all additional charges) will be used as a full credit towards the fare for the upgraded journey.
  - (f) In the event travel at the new fare is subsequently changed and/or cancelled, the higher fee(s) for either the originally purchased or new fare shall be assessed.
  - (g) **Exception:** For travel which has been upgraded to a fare type which has no associated fees, changes may be made without additional charge; however, the cancellation fee from the original fare will be applied to the new upgraded fare.

## (F) Flights in sequence

- (1) Flights appearing on the passenger's itinerary/receipt and in the carrier's database must be used in sequence from the place of departure as shown on the passenger's ticket. Each flight coupon will be accepted for transportation in the class of service on the date and flight for which space has been reserved.

## (G) Open tickets

- (1) 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) Transferability/non-transferability

- (1) A ticket is not transferable. Condor shall not be liable to the person entitled to be transported or to the person entitled to receive such refund for honouring or refunding such ticket when presented by someone other than the person entitled to be transported thereunder or to a refund in connection therewith.
  - (a) If a ticket is in fact used by any person other than the person to whom it was issued, with or without the knowledge and consent of the person to whom it was issued, Condor will not be liable for the destruction, damage, or delay of such unauthorized person's baggage or other personal property arising from or in connection with such unauthorized use.

If a ticket is in fact used by any person other than the person to whom it was issued, with or without the knowledge and consent of the person to whom it was issued, Condor will not be liable for the death or injury of such unauthorized person arising from or in connection with such unauthorized use (see note).

**Note:** Except to the extent provided in Rule 121, Liability of the carrier for loss, damage to or delay of baggage, passenger delay or death or bodily injury – international transportation, rules affecting liability of carriers for personal injury or death are not permitted to be included in tariffs filed pursuant to the laws of the United States, and this rule is included herein as part of the tariff filed with governments other than that of the United States.

## (I) Absence, loss, or irregularities of ticket

Condor will refuse carriage to any person not in possession of a valid ticket. In case of loss or non-presentation of the ticket or the applicable portion thereof, carriage will not be furnished for that part of the trip covered by such ticket or that portion thereof until the passenger purchases another ticket at the current applicable fare for the carriage to be performed. Condor will not accept a ticket if any part of it is mutilated or if it has been altered, other than by Condor, or it is presented without the passenger's coupon and all unused flight coupons. Notwithstanding the foregoing, Condor will issue, at the passenger's request, a new ticket to replace the lost one, upon receipt of proof of loss satisfactory to Condor, and if the circumstances of the case in Condor's opinion warrant such action, provided that the passenger agrees, in such form as may be prescribed by Condor, indemnify Condor for any loss or damage, which Condor may sustain by reason thereof.

## (J) Prepaid Tickets

(1) Tickets may be purchased by means of a prepaid ticket advice, however unless otherwise provided, payment for a prepaid ticket advice will not constitute ticket issuance. The ticketing time limit requirement, when specified in the rule governing the applicable fare, will be met only when the ticket itself is issued

**Exception:** for fares from the US, which require special reservation and ticketing requirements, the prepaid ticket advice will constitute ticketing, provided it is issued within tariff deadlines and reservation requirements are met and shown on the prepaid ticket advice. Any cancellation, refund and rerouting will result in penalties against the prepaid ticket advice in the same manner as though a ticket were issued. An open prepaid ticket advice will not constitute ticketing for any special fare requirements.

(a) Condor will impose a service charge of 35.00 USD for each prepaid ticket advice issued. This service charge is not subject to any discount and cannot be refunded. The charge shall accrue to the carrier issuing the prepaid ticket advice.

Part IV –



After travel





# Rule 121: Liability of the carrier for loss, damage to or delay of baggage, passenger delay or death or bodily injury – international transportation

**Applicable to international transportation to and from Canada and includes domestic segments of an international journey.**

## (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.

## (B) Laws and provisions applicable

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

- (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 1,288 Special Drawing Rights (approximately \$ 2,350 CAD) 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.
  - (b) Unless the passenger proves otherwise:
    - (i) All baggage checked by a passenger shall be considered 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.
- (c) The passenger may make a special declaration that their baggage has a higher value than the carrier's maximum liability. If the passenger does so, then the passenger must make this declaration to the carrier at the time of check-in and, if required by the carrier, shall as per Rule 55(F), Excess Value Declaration Charge, pay the supplementary charge to allow for additional liability coverage in the case of destruction, loss, damage or delay of their checked baggage.

The passenger may declare a value in excess of the applicable liability limits for the checked baggage by completing a special declaration of interest and paying any excess value charges to the carrier prior to departure at the point of check-in at the rate of 95 CAD / 70 USD / 60 EUR per excess valuation.

**Note:** This provision is not applicable to a person's mobility aid.

**Exception:** The carrier is not liable for the declared amount if it can prove that it 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 as per Rule 55 (F).

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.

- (d) 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.
- (e) 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 defences set forth in the Warsaw Convention and the Montreal Convention, whichever may apply, in addition

to any limitation or defence recognized by a Court with proper jurisdiction over claim.

- (f) The carrier reserves all defences and limitations under the Warsaw Convention and the Montreal Convention, whichever may apply to such claims including, but not limited to, the defence of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention, and the exoneration defence 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) above. 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.

### **Refund of baggage fees**

- (2) Carrier will refund to the passenger any fees paid for the transportation of the baggage that was delayed, damaged or lost.

### **Method used for refund**

- (3) Refunds per (2) above will be made in conformity with Rule 125 (A), General, and (B), Involuntary refunds and will be paid to the person who paid for the baggage fees, and will be paid using the method used for the original payment, unless:
- (a) the carrier has informed the person in writing of the monetary value of the baggage fees, and the availability of a refund by the method used for the original payment;
  - (b) the refund is offered in another form that does not expire; and,
  - (c) the person confirms, in writing, that the carrier has informed them of their right to receive the refund by the method used for the original payment and that the person has chosen to receive the refund in another form (e.g. a travel credit).

### **Refund deadline**

- (4) Where a refund is required to be provided under this Rule, it will be provided within 30 days of the baggage being delayed, damaged or lost.

### **Mobility aids**

- (5) In the event that a mobility aid of a person travelling with the aid is damaged, destroyed or lost, or is not made available to the person at their time of arrival at their destination, the carrier will without delay and at the carrier's own expense:

- (a) provide the person with a temporary replacement mobility aid that meets their needs in relation to their mobility and that they are permitted to use until their mobility aid is returned to them or is repaired or replaced or until they are reimbursed by the carrier for the loss of the mobility aid;
  - (b) reimburse the person for any expenses they have incurred because the mobility aid was damaged, destroyed or lost or because it was not made available to them at the time of their arrival at their destination;
  - (c) in the case of a damaged mobility aid, arrange for the repair of the mobility aid and promptly return it to the person or, in the case of a damaged mobility aid that cannot be adequately repaired,
    - (i) replace the damaged mobility aid with the same model of mobility aid or, if the same model is not available, a model that has equivalent features and qualities as the damaged mobility aid and that meets the person's needs in relation to their mobility, or
    - (ii) reimburse the person for the full replacement cost of the mobility aid; and
  - (d) in the case of a destroyed mobility aid or a mobility aid that is not made available to the person at the time of their arrival at their destination and that is not returned to them within 96 hours after that arrival,
    - (i) replace the destroyed or lost mobility aid with the same model of mobility aid or, if the same model is not available, a model that has equivalent features and qualities as the destroyed or lost mobility aid and that meets the person's needs in relation to their mobility, or
    - (ii) reimburse the person for the full replacement cost of the mobility aid.
- (6) If a person with a disability who uses a mobility aid makes a reservation for transportation on an international service, the air carrier will advise the person of the option to make a special declaration of interest, under Article 22(2) of the Montreal Convention or under Article 22(2) of the Warsaw Convention, that sets out the monetary value of the mobility aid and a description of its identifying features.
- (7) The carrier will permit a person with a disability to make the special declaration of interest, at no additional charge to the person, at any time before the mobility aid is removed by the carrier for storage in the aircraft's baggage compartment.

- (8) In respect of limits of liability for mobility aids in this rule, pursuant to Article 25 of the Montreal Convention, the carrier stipulates that there are no limits of liability whatsoever.

### **Service dogs**

- (9) If a person with a disability who uses a service dog, makes a reservation for transportation on an international service, the air carrier will advise the person of the option to make a special declaration of interest, under Article 22(2) of the Montreal Convention or under Article 22(2) of the Warsaw Convention, that sets out the monetary value of the animal.
- (10) The carrier will permit a person with a disability to make the special declaration of interest, at no additional charge to the person, at any time before the service dog, is carried by the carrier.
- (11) Should injury or death of a service dog, 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 dog.

### **Liability in the case of passenger delay**

- (12) 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 defences set forth in the Warsaw Convention and the Montreal Convention, whichever may apply, in addition to any limitation or defence recognized by a Court with proper jurisdiction over a claim.
  - (c) The carrier reserves all defences 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 defence 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 5,346 Special Drawing Rights 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 the case of death or bodily injury of a passenger

- (13) The carrier shall be liable under [Article 17 of the Warsaw Convention](#) or the [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 128,821 Special Drawing Rights for each passenger.
  - (b) The carrier shall not be liable for damages to the extent that they exceed 128,821 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 defences and limitations available under the [Warsaw Convention](#) or the [Montreal Convention](#), whichever may apply, to such claims including, but not limited to, the exoneration defence 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) above.
  - (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.

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.
- (14) 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.

- (e) 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.
- (f) The carrier, in making an advance payment, does not waive any rights, defences, 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.
- (g) 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.
- (h) 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.

## (C) Time limitations on claims and actions

- (1) Under the [Warsaw Convention](#) and the [Montreal Convention](#), whichever may apply, an action for damages must be brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
  - (a) A complaint to the carrier must be made in writing to the carrier within 7 days from the date of receipt in the case of damage to baggage, and 21 days in the case of delay from which the baggage has been placed at the passenger's disposal.
  - (b) Claims may be subject to proof of amount of loss and passengers may be asked to substantiate their claims.

## (D) Notices

- (1) 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.

- (a) Mobility aids are considered as baggage for transportation on an international service for purposes of limits of liability. The air carrier will advise the person of the option to make a special declaration of interest, under Article 22(2) of the Montreal Convention or under Article 22(2) of the Warsaw Convention, that sets out the monetary value of the mobility aid and a description of its identifying features.
- (b) The carrier will offer at no additional charge to a person with a disability the option to make the special declaration of interest, at any time before the mobility aid is removed by the carrier for storage in the aircraft's baggage compartment.

## (E) 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.

## (F) Gratuitous Transportation

All passengers who are transported gratuitously by the carrier will be governed by all the provisions of this rule and by all other applicable rules of this tariff.



# Rule 125: Refunds

## (A) General

- (1) The passenger must present to the carrier or its authorized agent the unused flight coupons of a ticket, an itinerary/receipt, a record locator, or a reservation number as satisfactory proof that the passenger has unused portions of a ticket which are eligible for refund, or the passenger is entitled to a refund for the difference in cost for a lower class of service, or has a receipt demonstrating payment of additional services purchased but not used.
- (2) The carrier will make a refund to the person who purchased the ticket or the additional services.
- (3) If, at the time of the purchase of the ticket or the additional services, 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 purchaser must contact the carrier directly.

### Refund deadline

- (4) Where a refund is required to be provided under this Rule pursuant to the APPR, it will be provided within 30 days after the day on which the carrier becomes obligated to provide the refund.

### Method used for refund

- (5) Pursuant to the APPR , refunds will be paid to the person who purchased the ticket or the additional service, and will be paid using the method used for the original payment, unless:
  - (a) the carrier has informed the person in writing of the monetary value of the original ticket or additional service, and the availability of a refund by the method used for the original payment;
  - (b) the refund is offered in another form that does not expire; and,
  - (c) the person confirms, in writing, that the carrier has informed them of their right to receive the refund by the method used for the original payment and that the person has chosen to receive the refund in another form (e.g. a travel credit).

## (B) Involuntary refunds

- (1) Involuntary refunds for additional services purchased are not subject to any restrictions and the carrier will refund the entire value of the additional service paid.
- (2) Involuntary refunds are not subject to any restrictions contained in the applicable fare rule.
  - (a) If no portion of the ticket has been used, the refund will be the full amount of the fare and charges paid, in case of a:
    - (b) delay or cancellation – outside the carrier’s control, within the carrier’s control and within the carrier's control but required for safety purposes (as governed by Rule 90: Delay or cancellation – outside the carrier’s control, Rule 91, Delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes); or,
    - (c) denial of boarding – within the carrier’s control and within the carrier's control but required for safety purposes (as governed by Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes); or
    - (d) missed connections due to scheduling irregularities (as governed by Rule 98, Scheduling Irregularities), where Condor is the delivering carrier.
  - (e) If a portion of the ticket has been used, the carrier will refund the unused portion of the ticket, prorated based on mileage in the case of a:
    - (f) delay or cancellation – outside the carrier’s control, within the carrier’s control and within the carrier's control but required for safety purposes (as governed by Rule 90: Delay or cancellation – outside the carrier’s control, Rule 91, Delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes); or,
    - (g) denial of boarding – within the carrier’s control and within the carrier's control but required for safety purposes (as governed by Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes); or
    - (h) missed connections due to scheduling irregularities within and outside the carrier’s control (as governed by Rule 98, Scheduling Irregularities), where Condor is the delivering carrier.

- (i) The involuntary refund of tickets shall be made in the currency used to issue the ticket. However, Canadian dollar refunds or refunds in another currency, if possible, may be made at the request of the passenger, provided a refund in such currency is not prohibited by local government foreign exchange control regulations.

## (C) Voluntary refunds

- (1) Voluntary refunds for additional services purchased are subject to any restrictions the carrier has stipulated in this tariff and a refund will be made in accordance with those associated restrictions.
- (2) Voluntary refunds will be based on the applicable fare at the time of ticket issuance, and the refund will be made in accordance with any restrictions contained in the applicable fare rule.
  - (a) Voluntary refunds will be made only by the carrier which originally issued the ticket or its authorized agent.
  - (b) If no portion of a ticket has been used, the refund will be full amount of the fare paid less any cancellation fee and/or service charge based on the fare purchased by the passenger.
  - (c) If a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used, less any cancellation fee and/or service charge based on the fare purchased by the passenger.
  - (d) Voluntary refund of tickets shall be made in the currency used to issue the ticket. However, Canadian dollar refunds or refunds in another currency, if possible, may be made at the request of the passenger, provided a refund in such currency is not prohibited by local government foreign exchange control regulations.
  - (e) Non-refundable tickets can be exchanged for a future ticket for up to one year from the ticket issue date as long as the reservation is cancelled on or before the first travel date on the ticket.

## (D) Time limit for requesting a refund

- (1) The passenger has 30 days after the expiration of ticket validity to request a refund for goods and services purchased but not used.

- (a) For a service charge of \$35.00 CAD, a partially used ticket may be refunded more than one month after the expiry date shown on the ticket but not later than one year from the date of issuance of the original ticket.
- (b) For a service charge of \$35.00 CAD, an unused ticket may be refunded more than one month after the expiry date shown on the ticket but not later than two years from the date of issuance of the original ticket.

## (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.
  - (a) If no portion of a ticket has been used, the amount of refund will be equal to the fare and charges paid.
  - (b) 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.
  - (c) 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.
  - (d) In the case of death of the passenger, the refund will be made to the estate of the passenger.

## (F) Jury duty

- (1) 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

- (1) When a voluntary refund of the ticket is requested, the carrier may refuse to refund the passenger's ticket if that ticket is presented for refund after its validity has expired.
  - (a) For tickets involving international transportation, certain countries limit the amount of time the passenger may stay in a particular country without a visa or other official government documentation granting permission to stay for an extended period of time. As long as the passenger is able to prove that they have received government permission to remain in the country or are departing the country on another carrier or by other means of transport, they shall be provided with a refund for any unused coupon(s).

## (H) Lost ticket

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

- (1) When a lost ticket or portion thereof is not found, refund as stipulated will be made upon receipt of proof of loss satisfactory to Condor and after receipt of written request for refund from the passenger. Refund will only be made provided that the lost ticket or portion thereof has not been honored for transportation, or refunded, upon surrender by any person prior to the time the refund is made and further provided that the passenger agrees to indemnify and hold carrier harmless against any and all loss, damage, claim or expense, including without limitation, reasonable attorney fees, which carrier may suffer or incur by reason of the making of such refund and/or the subsequent presentation of said ticket(s) for transportation or refund of any other use whatsoever.

**Exception:** Condor will not refund lost tickets less than six months after the expiration date of the lost ticket.

- (a) The foregoing provisions shall also apply to lost miscellaneous charges order, deposit receipts and excess baggage tickets.
- (b) (Applicable only to documents originally issued in the US) a service charge of \$50.00 will be imposed per passenger/document for handling such request for refund or replacement of a lost ticket stated in USD (or the equivalent local currency).