

Tariff: NH1 -

CTA No.320 DOT No. 525

Carrier: All Nippon Airways - NH

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**Title Page**

Airline Tariff Publishing Company, Agent  
International Passenger Rules and Fares

Tariff No. NH1

Containing  
Local Rules, Fares & Charges  
on Behalf of

All Nippon Airways Co. Ltd.

Applicable to the  
Transportation of Passengers and Baggage  
Between Points in

Canada/USA  
and Points in  
Area 1/2/3

For list of participating carriers, see IPGT-1, DOT:581, CTA:373

This tariff is governed, except as otherwise provided herein, by Maximum Permitted Mileage Tariff No. MPM-1, DOT:424, CTA:239; Aircraft Type Seating Configuration Tariff No. TS-2, DOT:220, CTA:111; and International Passenger Governing Tariff No. IPGT-1, DOT:581, CTA:373 issued by Airline Tariff Publishing Company, Agent, supplements thereto and reissues thereof.

Issued by:  
Brett Burgess, President  
Airline Tariff Publishing Company, Agent

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## Rule 1 Definitions<sup>†</sup><sup>Δ</sup>

“Agent” means any director, officer, employee, agent or contractor of the Company who assists in the performance of the Contract of Carriage.

“Agreed Stopping Places” means those places, other than the place of departure and the Destination, set forth in a Ticket and/or any Conjunction Ticket issued in connection therewith as scheduled stopping places on the Passenger’s route, or shown in Carrier’s timetable.

“Applicable Laws” means such laws, cabinet orders and ministerial ordinances and other governmental regulations, rules, orders, demands or requirements of any state or country as will apply to Carriage of a Passenger and/or Baggage to be performed by the Company.

“Authorised Agency” means a Passenger sales agent appointed by a Carrier to represent the Carrier in the sale of Carriage of Passengers over the services of the Carrier and, if authorised by the Carrier, over the services of any other Carrier.

“Baggage” means such articles, effects and other personal property of a Passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his/her travel. Unless otherwise specified, it includes both Checked and Unchecked Baggage of the Passenger.

“Baggage Identification Tag” means a document issued by a Carrier solely for the purpose of identification of Checked Baggage and consisting of two portions: the baggage tag portion which is attached by the Carrier to a particular article of Checked Baggage and the Baggage claim stub which is given to the Passenger.

“Banker's selling rates” means the rate at which, for the purpose of transfer of fund through banking channels (i.e. Other than transaction in bank notes, travelers checks and similar banking instruments), a bank will sell a given amount of foreign currency in exchange for one unit(s) of the national currency of the country in which the exchange transaction takes place.

“Carriage” means carriage of a Passenger and/or Baggage by air, gratuitous or for reward.

“Carrier” means an air carrier and shall include an air carrier issuing a Ticket and any air carrier that carries a Passenger and/or his/her

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 1 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

<sup>Δ</sup> Tracked changes applicable to/from the United States and annotated throughout the entirety of Rule 1 are effective May 20, 2026, pursuant to Docket OST-1997-2050.

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Baggage under the Ticket or provides or undertakes to provide any other services incidental to such Carriage.

"Checked Baggage" means Baggage of which a Carrier takes custody and for which the Carrier issues Baggage Claim Tag.

"Child" means a person who has reached his/her second birthday but not his/her twelfth birthday as of the date of commencement of Carriage.

"Company" means, collectively or individually, as the case may be, ALL NIPPON AIRWAYS COMPANY, LTD.

"Company's Office" means a Company's office and the Company's website on the Internet.

"Company's Regulations" means the Company's rules and regulations, other than these Conditions of Carriage, for Carriage of Passengers and/or Baggage including, but not limited to, the Company's tables of fares, rates and charges.

"Conjunction Ticket" means a Ticket issued to a Passenger in conjunction with another Ticket which together constitute a single contract of Carriage.

"Convention" means whichever of the following instruments is applicable to the contract of Carriage:

"Convention for the Unification of Certain Rules Relating to International Carriage by Air", signed at Warsaw on 12th October, 1929 (hereinafter referred to as the "Warsaw Convention");

"Warsaw Convention as amended at Hague in 1955" signed at Hague on 28th September, 1955;

"Warsaw Convention" as amended by Additional Protocol No.1 of Montreal 1975;

"Warsaw Convention as amended at Hague in 1955" as amended by Additional Protocol No.2 of Montreal 1975, and "Convention for the Unification of Certain Rules for International Carriage by Air", done at Montreal on 28th May, 1999 (hereinafter referred to as the "Montreal Convention").

"Days" means calendar days including all seven days of the week; provided that, for the purpose of calculating the number of days of a notice period, the day upon which such notice is dispatched shall not be counted and further provided that, for the purpose of determining the period of alidity of a Ticket, the day upon which the Ticket is issued, or the flight is commenced, shall not be counted.

"Destination" means the ultimate stopping place under a contract of Carriage. In the case of a trip which returns to the place of departure, the Destination is the same as the place of departure.

"Domestic Carriage" means Carriage other than international Carriage, in which, according to a contract of Carriage, the place of departure and, the Destination, or all Agreed Stopping Places are situated within Japan.

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“Electronic Miscellaneous Document” means an electronic document issued by a Carrier or its Authorised Agency, requesting issue of an appropriate Ticket or provision of travel services to the person named in such electronic document.

“Flight Coupon” means a coupon in the form recorded in the Company's database that indicates particular places between which the coupon is good for Carriage.

“French Gold Francs” means French francs consisting of 65 1/2 milligrams of gold at the standard of fineness of nine hundred thousandths. French Gold Francs may be converted into any national currency in round figures.

“IATA Area 1” means North America/South America/Hawaii etc.  
(IATA tariff sub-area within IATA area 1 means North America (USA, Canada and Mexico), Caribbean Islands, Central America, and South America (Brazil, Chile, Peru Etc.).)

“IATA Area 2” means Europe/Middle East Etc.  
(IATA Tariff Sub-Area within IATA Area 2 means Europe, Middle East, and Africa.)

“IATA Area 3” means Japan/Korea/Thailand/Singapore/Philippines/India/Guam Etc.  
(IATA Tariff Sub-Area within IATA Area 3 means Japan/Korea (Japan and Korea), South East Asia (China, Singapore, Thailand, Vietnam, Guam Etc.), South India (India Etc.), and South East Pacific (Australia, New Zealand etc.).)

“Infant” means a person who has not reached his/her second birthday as of the date of commencement of Carriage.

“International Carriage” means (except where the Convention is applicable) Carriage in which, according to a contract of Carriage, the place of departure and, the Destination or Agreed Stopping Place, are situated in two or more countries. As used in this definition, the term “country”, which is equivalent to “state”, shall include any territory subject to its sovereignty, suzerainty, mandate, authority or trusteeship.

“Itinerary/Receipt” means a document or documents forming part of the Electronic Ticket which contains the information such as the itinerary, ticket information, a portion of the conditions of a contract of Carriage and notices relating thereto. This document shall constitute a Passenger's written evidence of a contract of Carriage.

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

“Passenger” means any person, except crew members, carried or to be carried in an aircraft with the consent of a Carrier.

“Rerouting” means any change in a routing, Carrier, class of service,

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flight or period of validity from that originally provided in the duly-issued Ticket which a Passenger presents for Carriage.

“SDR” means Special Drawing Rights as defined by the International Monetary Fund. Conversion of the SDR sum into a national currency shall, in the case of judicial proceedings, be made at the exchange rate between the currency and SDR prevailing on the date of the final court hearing of such proceedings and, in any other case, at the exchange rate between the currency and SDR prevailing on the date on which the amount of the damages is finally fixed or on which the value of Baggage is declared.

“Stopover” means such deliberate interruption of a travel by a Passenger, at a point between the place of departure and the Destination, as is agreed to in advance by the Carrier.

“Ticket” means the Electronic Ticket, in each case issued and have been recorded in the Company's database by a Carrier or its Authorised Agency for Carriage of a Passenger and/or Baggage, setting forth a portion of the conditions of a contract of Carriage and notices relating thereto and containing Flight Coupon and Itinerary/Receipt pursuant to these Conditions of Carriage.

“Unchecked Baggage” means any Baggage other than Checked Baggage.

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## Rule 2 Application of Tariff<sup>†</sup><sup>Δ</sup>

### (A) (General)

Nothing in these Conditions of Carriage or the Company's Regulations shall, unless permitted by the Convention and otherwise expressly provided herein, constitute a modification by the Company of any provision of, or waiver by the Company of any right granted to it by, the Convention.

### (B) (Applicability)

1. To the extent not in conflict with the Convention or any Applicable Laws, these Conditions of Carriage shall apply to any Carriage of Passengers and/or Baggage and any service incidental thereto, each to be performed or provided by the Company at fares, rates and charges published in connection with these Conditions of Carriage.
2. Should any special agreement be made with respect to a particular provision of these Conditions of Carriage, such special agreement shall apply, notwithstanding the aforementioned provision.

### (C) (Posting)

Passenger fares, Excess Baggage charges, other fees and charges, timetables and other necessary information shall be posted together with these Conditions of Carriage at any Company's Office and its Authorised Agent.

### (D) (Gratuitous Carriage)

With respect to gratuitous Carriage, the Company reserves the right to exclude the application of any provisions of these Conditions of Carriage.

### (E) (Carriage by Charter)

Carriage of Passengers and/or Baggage to be performed pursuant to a charter agreement with the Company shall be subject to the Company's Conditions of Carriage applicable to charter flights.

### (F) (Change of Conditions of Carriage or the Company's Regulations)

Except as will be prohibited by Applicable Laws, the Company may change, modify or amend any provision of these Conditions of Carriage or of the Company's Regulations; provided that such change, modification or amendment shall be notified by posting on its website or in any other appropriate manner for a reasonable period of time.

### (G) (Applicable Conditions)

Any Carriage of Passengers and/or Baggage shall be subject to these Conditions of Carriage and the Company's Regulations in effect as of the date of commencement of the Carriage covered by the first Flight

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 2 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

<sup>Δ</sup> Tracked changes applicable to/from the United States and annotated throughout the entirety of Rule 2 are effective May 20, 2026, pursuant to Docket OST-1997-2050.

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Coupon of the Ticket.

(H) (Consent of Passengers)

Passengers shall be deemed to have acknowledged and given consent to these Conditions of Carriage and the Company's Regulations established under these Conditions for Carriage of Passengers and/or Baggage.

(I) (Joint Acceptance of Carriage)

1. For Domestic Carriage, the Companies may jointly accept any Domestic carriage and in such cases, any of the Companies appointed by the Company will perform the carriage. Should a Company be held liable for damage with respect to such carriage, the Companies shall jointly and severally be liable to compensate for such damage.
2. A change in date, time, flight, sector, routing, or Destination, extension of the period of validity of a Ticket or Exchange Order, cancellation of a confirmed reservation, call for volunteers prepared to surrender their confirmed reservation, arrangement for other means of transportation, refusal of carriage of a Passenger or Baggage, change of Carrier and/or other arrangements, and billing, receipt, payment and refund of applicable fares, charges, fees, cooperation reward and/or other monies that are effected between one of the Companies and the Passenger pursuant to the Conditions, shall be valid between all the Companies and the Passenger.
3. Any request, notice, presentation of his/her Ticket, request for a refund for a Ticket or the like made by a Passenger to Companies, shall be deemed to have been made to all Companies.

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### Rule 3 Code Share<sup>†</sup>

1. On some routes the Company offers our services together with other Carriers, placing the Company's designator code on flights operated by other Carriers under codeshare agreements.
2. For a codeshare flight operated by another Carrier, the Company will advise Passenger of the identity of the operating Carrier prior to the time of reservation.
3. Passengers traveling on a flight operated by another Carrier may be subject to terms and conditions of the operating Carrier that differ from those of the Company, including those regarding
  - (a) carriage of infants free of charge provided in sub-paragraphs 3 of paragraph (B) of Article 6
  - (b) seat assignment provided in paragraph (D) of Article 7
  - (c) check-in time provided in paragraph 1 of Article 8
  - (d) instructions of the Company provided in Article 9
  - (e) refusal and limitation of carriage provided in Article 10
  - (f) fraudulent boarding provided in Article 11
  - (g) involuntary rerouting due to Force Majeure Event provided in sub-paragraphs 3 of paragraph (B) of Article 14
  - (h) involuntary rerouting caused by reasons under the Company's responsibility provided in sub-paragraph 3 of paragraph (C) of Article 14
  - (i) limitation of Carriage for oversales, etc. provided in paragraph (D) of Article 14
  - (j) contingency plan for lengthy tarmac delays provided in paragraph (E) of Article 14
  - (k) restriction of acceptance as baggage provided in Article 15.

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 3 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

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#### Rule 4 Tickets<sup>†</sup>

##### (A) (General)

1. The Company shall issue a Ticket upon receipt of payment by the Passenger of such applicable fares and/or charges as separately stipulated by the Company. A Passenger shall provide the Company his/her name, any contact information such as a telephone number that the Carrier may use to communicate with the Passenger and other information as specified by the Company. The Company will not issue or exchange/reissue a Ticket unless the Passenger pays the applicable fare or charges, or complies with credit arrangements approved by the Company.
2. The Company will collect ticket service charges and exchange/reissue service charges at the time of Ticket issue or each time of Ticket exchange/reissue as a result of a Rerouting upon a Passenger's request pursuant to the Company's Regulations. Unless otherwise provided in any Applicable Laws, the service charges are non-refundable.
3. A Passenger must present a valid Ticket duly issued in accordance with the Company's Regulations and containing the Flight Coupon for the flight which he/she is actually to board and all other unused Flight Coupons when he/she takes Carriage and the Itinerary/Receipt and the Passenger's identification. A Passenger shall not be entitled to be carried if the Ticket presented by the Passenger falls within the scope of sub-paragraph 7 of paragraph (A) of Article 10.
4. A Ticket may be used only by the Passenger who is named on such Ticket and shall not be transferred to a third party.
5. The Company shall not be liable to any person entitled to be carried or to receive a refund, for honoring or refunding a Ticket presented by any person other than the person so entitled. If a Ticket is in fact used by any person other than the person who is entitled to be carried, with or without such person's knowledge and consent, the Company shall not be liable for death of or injury to such unauthorised person or for loss, destruction or delay in arrival of, or damage to, such unauthorised person's Baggage or other personal property arising from or in connection with such unauthorised use.
6. If a mistaken fare that is reasonably obvious is published for sale and a ticket is issued at the mistaken fare, the Company reserves the right to cancel the ticket purchase and refund all amounts paid by the purchaser or, at the purchaser's option, to reissue the ticket for the correct fare.

##### (B) (Validity of Tickets)

1. In order for the Company to verify the validity of the Ticket, the Passenger will be requested to present his/her Ticket.
2. When Validated, a Ticket shall be good for Carriage from the airport at the place of departure to the airport at the Destination via the route described in the Ticket, at the applicable class of

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 4 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

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service and for the period of time specified or referred to in the next succeeding sub-paragraph. Each Flight Coupon shall be good for Carriage on the date and flight for which a seat is reserved for the Passenger. If a Flight Coupon is issued on an "open date" basis, a seat will be reserved for the Passenger upon his/her application therefor, subject to the conditions of the applicable fare and the availability of the seat on the flight. The place and date of issue shall be shown on the valid Ticket.

3. Unless otherwise provided in the applicable fare rules, the period of validity of a Ticket shall be one year, if Carriage is commenced, after the date of commencement of Carriage (excluding the date of commencement of Carriage) or, if no portion of the Ticket is used, after the date of issue thereof (excluding the date of issue). If a Ticket involves a flight coupon to which any fare having a period of validity that is less than one year applies, such period shall apply only to such flight coupon.
4. The period of validity of an Electronic Miscellaneous Document shall be one year from the date of issue thereof. An Electronic Miscellaneous Document will not be honored for a Ticket unless it is presented for a Ticket within one year from the date of issue thereof.
5. A Ticket shall expire at midnight on the date of expiration of the period of validity of the Ticket. Unless otherwise provided in the Company's Regulations, a travel pursuant to a Flight Coupon of a Ticket may continue beyond the date of expiration of the Ticket if such travel commences prior to midnight thereof.
6. An expired Ticket, Electronic Miscellaneous Document will be accepted for refund in accordance with Article 12 and Article 13.

(C) (Extension of Validity)

1. If a Passenger is prevented from traveling within the period of validity of a Ticket because the Company:
  - (a) cancels the flight on which the Passenger holds a reservation;
  - (b) fails to operate a flight reasonably according to the schedule;
  - (c) omits a scheduled stop, being the Passenger's place of departure, Destination or Stopover point;
  - (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 Company will, unless otherwise provided in the Company's Regulations, extend the period of validity of the Ticket, without additional collection of fare, to the Company's first flight on which a seat is available in the class of service for which the applicable fare is paid by the Passenger.
2. If a Passenger holding a Ticket of which the period of validity is one year is prevented from traveling within the period of validity because the Company is unable to provide a seat on the flight in the class of service for which the applicable fare is paid by the Passenger, the Company will extend the period of validity of the Ticket to the Company's first flight on which a seat is available in the class of service for which the applicable fare is paid when the Passenger requests reservation; provided that such extension shall not exceed 7 Days after the expiration date of the Ticket (excluding the expiration date).

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3.

(a) If a Passenger, after commencing his/her travel, is prevented from traveling within the period of validity of a Ticket by reason of his/her illness (but not pregnancy), the Company may, unless precluded by the Company's Regulations applicable to the fare paid by the Passenger, extend such period as follows

(i) with respect to a Ticket of which the period of validity is one year, the Company may extend such period to the date on which the Passenger becomes fit to recommence his/her travel according to a valid medical certificate; provided that in case the Company is unable to provide the Passenger on such date with a seat in the class of service for which the applicable fare is paid by the Passenger, to the Company's first flight after such date from the point where the Passenger recommences his/her travel on which flight a seat is available in such class of service. If an unused Flight Coupon of the Ticket involves one or more Stopover points, the Company may, subject to the Company's Regulations, extend the period of validity of the Ticket for not more than 3 months after the date (excluding such date) on which the Passenger becomes fit to recommence his/her travel.

(ii) with respect to a Ticket of which the period of validity is less than one year, the Company may, unless otherwise provided in the Company's Regulations, extend such period to the date on which the Passenger becomes fit to recommence his/her travel according to a valid medical certificate; provided that in case the Company is unable to provide the Passenger on such date with a seat in the class of service for which the applicable fare is paid by the Passenger, to the Company's first flight after such date from the point where the Passenger recommences his/her travel on which flight a seat is available in such class of service (irrespective of any restrictive conditions applicable to the type of the fare paid), but in no case more than 7 Days after the date (excluding such date) on which the Passenger becomes fit to recommence his/her travel.

In the case of (i) or (ii) above, the Company may extend to the same extent the period of validity of Tickets of other members of the immediate family traveling with the Passenger.

(b) Nothing in the preceding (a) shall permit extension of the period of validity of a Ticket of a Passenger who fully recovers from an illness before such period expires.

4. In the event of death of a Passenger en route, the Company may amend or modify the Ticket of a person accompanying the Passenger by, among other things, waiving the minimum stay requirement or extending the period of validity. In the event of death in the immediate family of a Passenger after he/she commences his/her travel, the Company may, also with respect to the Tickets of the Passenger or his/her immediate family accompanying the Passenger, waive the minimum stay requirement or extend the period of validity. Any such amendment or modification shall be subject to the Company's receipt of a proper death certificate and any such extension shall not exceed 45 Days after the date of death of the Passenger (excluding the date of death).

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(D) (Flight Coupon Sequence of Use)

1. The Company will honor Flight Coupons only in sequence from the place of departure indicated in the Ticket.
2. The fare will be recalculated based on the applicable fare rules and the Carriage will be provided accordingly, if a Flight coupon for the first or intermediate sector is not used and the Passenger commences or continues his/her travel at any Agreed Stopping Place.

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#### Rule 5 Stopovers<sup>†</sup>

Stopovers may be permitted at any Agreed Stopping Place subject to Applicable Laws and the Company's Regulations.

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 5 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

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## Rule 6 Fares and Routings<sup>†</sup><sup>Δ</sup>

### (A) (General)

Fares shall apply only to Carriage from the airport at the place of departure to the airport at the Destination and shall not include ground transportation service within airport areas, between airports or between an airport and downtown areas, except in the case that the Company's Regulations specifically provide that such ground transportation service will be provided by the Company without additional charge therefor.

### (B) (Applicable Fares)

1. Applicable fares and charges shall be the fares and the charges which shall be published by the Company or its Authorised Agent or, if not so published, constructed in accordance with the Company's Regulations, which shall, unless otherwise provided in Applicable Laws, be in effect as of the date of issue and applicable on the date of commencement of the Carriage covered by the First Coupon of a Ticket. If the amount collected is not equivalent to the applicable fare and charges, the difference shall be paid by the Passenger or refunded by the Company, as the case may be, unless otherwise provided in the Company's regulations with respect to any Passenger paying a special fare and/or charges.
2. Unless otherwise provided in these Conditions of Carriage or the Company's Regulations, fares entitle a Passenger to occupy one seat of the applicable class. Unless otherwise provided in the Company's Regulations or specifically approved by the Company, a Passenger shall be entitled to occupy one seat on board.
3. For Domestic carriage, the Company will accept carriage of an infant not occupying a seat for free of charge, provided the infant is accompanied by one Passenger of twelve years of age or over.

### (C) (Routings)

Unless otherwise provided in the Company's Regulations, fares shall apply only to a routing published in connection therewith. If there are more than one routings at the same fare, a Passenger may specify the routing prior to issuance of a Ticket. If he/she does not specify the routing, the Company may determine the routing.

### (D) (Taxes, Fees and Charges)

Any tax, fee or charge imposed by a government or other public authority or by an operator of an airport in respect to a Passenger or his/her use of any services or facilities shall be in addition to the published fares, fees and charges and be payable by the Passenger; provided, however, that fares and charges on Domestic

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 6 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

<sup>Δ</sup> Tracked changes applicable to/from the United States and annotated throughout the entirety of Rule 6 are effective May 20, 2026, pursuant to Docket OST-1997-2050.

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Carriage shall include an amount equal to consumption taxes (including local consumption taxes).

(E) (Currency)

Fares and charges may be paid in a currency to be specified by the Company subject to Applicable Laws other than the currency in which the fare or charge is published. If a payment is made in a currency other than the currency in which the fare or charge is published, such payment shall be made at the rate of exchange established in accordance with the Company's Regulations.

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## Rule 7 Reservations†

### (A) (General)

1. A reservation shall be confirmed when recorded in the Company's reservation system as accepted.
2. The Company prohibits acts of reservations not intended for actual boarding.
3. Name Changes are not permitted once the reservation has been confirmed in the Company's reservation system.
4. Under the Company's Regulations, conditions applicable to certain fares may limit or prohibit change or cancellation of reservations.
5. A Passenger who holds an unused open-date Ticket or portion thereof, or who wishes to change his/her reservation to another shall not be entitled to any preferential right with respect to making a reservation.

### (B) (Seat Reservations)

The Company will accept applications for seat reservations, at the earliest, 355 days prior to the scheduled date of the flight at the Company's Offices, unless otherwise provided for by the Company with respect to a passenger paying a special fare.

### (C) (Ticketing Time Limits)

If a Ticket is not issued for a Passenger prior to the ticketing time limit specified by the Company, the Company may cancel his/her reservation.

### (D) (Seat Assignment)

The Company may, without a prior notice, change the seat assigned by a Passenger due to a ship change or other reason. Such change shall include a change in seat position, seat type and specification.

### (E) (Service Charge when Seat not Used)

A service charge shall, upon the Company's request and in accordance with the Company's Regulations, be paid by a Passenger who fails to use a seat of which a reservation is made.

### (F) (Cancellation of Reservations made by the Company)

1. The Company may, at its own discretion, cancel all of or a portion of Passenger's reservation if two or more seats are reserved for the same Passenger and if:
  - (a) same sectors on the same date are reserved;
  - (b) same sectors on the date of which the day of travel are in proximity to each other are reserved;
  - (c) different sectors on the same date are reserved; or
  - (d) it is reasonably considered that the Passenger can not use all of reserved seats.
2. If a Passenger fails to use a seat reserved on a flight without giving a prior notice thereof to the Company, the Company may

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 7 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

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cancel, or request any other Carrier to cancel, his/her onward reservations thereafter. If a Passenger fails to use a seat reserved on a flight of other Carriers without giving a prior notice thereof to such Carrier, the Company may, upon the Carrier's request, cancel his/her onward reservations thereafter.

3. The Company may cancel all of or a portion of Passenger's reservation which does not include necessary personal data by the time limit specified by the Company, in accordance with Applicable Laws of any countries concerned such as countries to be flown from, into or over.

(G) (Reconfirmation of Reservations of other Carriers)

In the event that reconfirmation of reservations is required in accordance with regulations of any Carrier other than the Company, the Company may cancel the onward the Company's flight reservations thereafter for a Passenger when he/she fails to reconfirm a reservation of the Carrier within the time specified by the Carrier.

(H) (Communications Charges)

A Passenger shall, unless the Company agrees otherwise, bear any communication expense for telephone or other communication facility used in connection with making or canceling a reservation.

(I) (Personal Data)

A Passenger agrees that his/her personal data will be furnished to the Company by the Passenger or his/her agent, will be retained by the Company or, if the Company deems necessary, will be transmitted by the Company to any of its own offices, and other Carriers, the providers of travel services, government authorities or other entity or agency in countries to be flown from, into or over, or in countries of transit and transfer, for the purpose of making a reservation for Carriage, obtaining ancillary services, facilitating immigration and entry requirements or making available such data to government authorities or for any other purpose which the Company deems necessary in order to facilitate any convenience of the travel for the Passenger.

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#### Rule 8 Check in<sup>†</sup>

1. A Passenger shall arrive at the location designated by the Company, respectively by the time indicated by the Company or, if no time is indicated, sufficiently in advance of the flight departure so that there will be enough time for the Passenger to have check-in and departure procedures completed by the departure time of the flight. If a Passenger fails to arrive at the location designated by the Company by the time indicated by the Company or is unable to depart because of improper or incomplete exit, entry or other necessary documentation required for his/her departure, the Company may cancel his/her reservation of a seat and will not delay the flight for the Passenger. The Company shall not be liable to the Passenger for any damage due to the Passenger's failure to comply with the provisions of this Article.
2. Passengers shall be seated in his/her assigned seat and shall not change seats with others, even if accompanying Passengers, unless otherwise permitted by the Company.

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 8 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

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#### Rule 9 Instructions of the Company<sup>†</sup>

Passengers shall observe the instructions of Agent and crew member with respect to boarding, deplaning and/or any other conduct/behavior at airports or on board, or with respect to places of loading or unloading of the Passenger's Baggage.

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 9 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

Carrier: All Nippon Airways - NH

#### Rule 10 Refusal and Limitation of Carriage<sup>†Δ</sup>

(A) (Right to Refuse Carriage, Etc.)

The Company may refuse Carriage of, or remove, any Passenger, and in such case his/her Baggage will be handled in the same way, if the Company determines at its reasonable discretion that:

In the case of sub-paragraph 5(c), (d), (e) and (f) of this Paragraph, the Company may take such other measures as the Company deems necessary to prevent the Passenger from continuing such conduct, failure, obstruction or act which measures shall include, but not limited to, restraint of the Passenger.

1. such action is necessary for a reason of flight safety;
2. such action is necessary in order for the Company to comply with Applicable Laws of any state or country to be flown from, into or over or other states or countries concerned;
3.
  - (a) the Passenger falls under sub-paragraph 1 (b) of paragraph (B) of Article 18,
  - (b) the Passenger may unlawfully seek to enter a country through which he/she is in transit by means of destroying his/her documentation required for exit, entry or other purposes or other ways; or
  - (c) the Passenger refuses to accept the Company's request by reason of protecting an unlawful entry to a country that he/she surrenders his/her documentation required for exit, entry or other purposes to be held by a crew member in exchange of the Company's receipt thereof;
4. the Passenger falls under sub-paragraph 4 or 5 of paragraph (B) of Article 15;
5. the Passenger or his/her conduct/behavior, age or mental or physical condition:
  - (a) requires special assistance of the Company, which exceeds legal requirements or would cause an undue burden on the Company's normal procedures;
  - (b) may cause discomfort or makes himself/herself objectionable to other Passengers;
  - (c) may cause harm to the safety or health of himself/herself or other persons;
  - (d) may cause harm to an aircraft or any property;
  - (e) obstructs Agent and crew member in performing his/her duties or fails to comply with any instruction of Agent and crew member; or
  - (f) displays conduct that is unlawful, disorderly, obscene or violent;
  - (g) smokes in aircraft cabin, including the use of all smoking devices;

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 10 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

<sup>Δ</sup> Tracked changes applicable to/from the United States and annotated throughout the entirety of Rule 10 are effective May 20, 2026, pursuant to Docket OST-1997-2050.

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- (h) uses portable telephones, portable radios, electronic games or other electronic devices in aircraft cabin without the Company's permission;
  - (i) carries any of the items specified below:
    - weapons (excluding those carried by competent officers on duty);
    - gunpowder; explosives; corrosive items; inflammable items; or
    - other articles which are likely to cause a hazard or risk to the aircraft, Passengers, and/or any loaded property; or articles or live animals inappropriate for carriage by aircraft;
  - (j) has a serious illness/injury;
  - (k) have or may have an infectious disease that poses a direct threat to the health and safety of Agent and crew member or other Passengers;
  - (l) refuses to take any action that the Company requires of the Passenger as a precautionary measure against infectious diseases;
  - (m) is deemed the significant influence of alcohol or drugs;
  - (n) may be significantly offensive or objectionable to other Passengers, including the Passenger's hygiene;
  - (o) is an unaccompanied child under the age of twelve years. For Domestic Carriage, is a child under the age of eight years; or
  - 6. has behaved on a previous flight in a manner that falls under subparagraph 5 of this Article, and the Company deems that such conduct/behavior is possible to be repeated;
  - 7. the Ticket presented by the Passenger is;
    - (a) acquired unlawfully or purchased from an entity other than the issuing Carrier or its Authorised Agency;
    - (b) reported to have been lost or stolen;
    - (c) a counterfeit Ticket; or
    - (d) altered by a person other than a Carrier or its Authorised Agency, with respect to any Flight Coupon thereof;
 in any of which cases the Company reserves the right to retain the Ticket.
  - 8. the person presenting a Ticket cannot prove that he/she is the person named in the "Passenger Name" box of the Ticket, in which case the Company reserves the right to retain such Ticket; or
  - 9. the Passenger refuses, notwithstanding the Company's request, to pay any applicable fares, charges or taxes or may fail to perform a credit arrangement agreed upon between the Company and the Passenger (or the person paying for the Ticket).
- (B) (Conditional Acceptance for Carriage)
- If a Passenger whose status, age or mental or physical condition may cause any hazard or risk to himself/herself is carried, the Company shall not be liable for death of, or any injury, illness, wounding or disability suffered by, the Passenger or any aggravation or consequences thereof due to such status, age or mental or physical condition.
- (C) (Limitation on Carriage)
1. Acceptance of Carriage of unaccompanied Children or Infants, disabled persons, pregnant women or persons with illness shall be subject to the Company's Regulations and may require a prior arrangement with the Company.

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2. If the total weight of the Passengers boarding, and/or Baggage loaded in, an aircraft may exceed the maximum allowance weight with respect to the aircraft, the Company may, in accordance with the Company's Regulations, decide which Passengers and/or Baggage will be carried.
3. To ensure assistance in emergency evacuation, the Company may prevent a Passenger from taking an exit row seat of the aircraft and change his/her seat to another seat (upon which change, if the exit row seat is a special seat, the Company shall refund the special fare applied to the seat by the Company and shall not collect prescribed fees provided in the Company's Regulations), if the Company determines at its reasonable discretion that the Passenger falls under any of the following subparagraphs:
  - (a) the Passenger is under the age of 15;
  - (b) the Passenger has any difficulty in assisting in emergency evacuation, or may cause any harm to his/her health if he/she assists in emergency evacuation due to his/her physical condition, health or for other reasons;
  - (c) the Passenger cannot understand evacuation procedures and Agent and crew member's instructions; or
  - (d) the Passenger does not consent to providing assistance in an emergency evacuation.

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#### Rule 11 Fraudulent Boarding<sup>†</sup>

1. Any of the acts set forth below shall constitute fraudulent boarding and shall be subject to a charge of double the amount of the highest fare and charges applicable at the time of such fraudulent boarding, in addition to the fare and charges applicable to the Passenger for the flight flown under fraudulent boarding, provided that if the sector flown cannot be ascertained, the fare and charges shall be calculated from the place of departure of the flight:
  - (a) failure to present a Ticket at the request of Agent and crew member of the Company or to board beyond the sector specified in the reservation without approval from Agent and crew member of the Company;
  - (b) to board a flight intentionally with an invalid Ticket; or
  - (c) to board a flight at a special fare on the basis of a false declaration.

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 11 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

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## Rule 12 Refunds†

### (A) (General)

1. Unless otherwise provided in any Applicable Laws, in the event that a Passenger fails to use his/her Ticket or a portion, the Company will, upon a Passenger's request, make a refund for such unused Ticket or portion in accordance with this Article and the Company's Regulations. The provisions of this Article applicable to a Ticket shall apply to an Electronic Miscellaneous Document.
2. Under the Company's Regulations, the Company will limit or refuse a refund for a Ticket subject to conditions applicable to certain fares.

### (B) (Person to whom Refund will be made)

1. Unless otherwise provided in this Paragraph, the Company will make a refund to either the person named on a Ticket or to the person who purchased the Ticket upon presentation to the Company of satisfactory evidence to prove that he/she is entitled by these Conditions of Carriage to such refund.
2. If the ticket is issued by the following entities, the Company will make a refund to the person, company, or credit card company specified in each case.
  - (a) A refund for a Ticket issued by a commercial credit card refund will be made to the commercial credit company issuing such card;
  - (b) A refund for a Ticket issued under the Universal Air Travel Plan (UATP) will be made to the subscriber for whose UATP Card the Ticket is issued.
3. The Company will make a refund if all unused Flight Coupons and the itinerary/Receipt are surrendered to the Company.
4. Any refund made to a person presenting to the Company all unused Flight Coupons and the itinerary/Receipt and claiming a refund pursuant to sub-paragraph 1 or 2 of this paragraph shall be deemed a valid refund and shall discharge the Company from liability to make any further refund to the true person.

### (C) (Refund Period)

Fares, taxes, fees and charges shall not be refundable after 30 days of the expiration of the Ticket.

### (D) (Right to Refuse Refund)

1. The Company may refuse a refund for a Ticket which a Passenger presents to the Company or to government officials of a country as evidence of his/her intention to depart therefrom, unless the Passenger establishes to the Company's satisfaction that he/she has permission to remain in the country or that he/she will depart therefrom by other Carrier or other transportation service.
2. The Company will not make a refund for a Ticket of a Passenger in the event that Carriage of the Passenger is refused or he/she is

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 12 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

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removed in accordance with sub-paragraphs 7 and/or 8 of paragraph (A) of Article 10.

(E) (Currency)

Any refund will be made subject to Applicable Laws of the country in which a Ticket is originally paid for and of the country in which the refund is made.

Any refund will normally be made in the currency in which the Ticket is paid for but may be made in other currency in accordance with the Company's Regulations."

(F) (Refund by the Company)

Unless otherwise provided in the Company's Regulations, the Company will make a voluntary refund for a Ticket only in case the Company or its Authorised Agency originally issued the Ticket.

(G) Full Refund for Request within 24 Hours after the Issuance of the Ticket (US Only)

In case the reservation is made at least one week before departure via North America web site, ANA customer service center or airport ticketing counters in the United States of America and is cancelled within 24 hours after the issuance of a ticket, prescribed fees will not apply.

### Rule 13 Rerouting and Refunds Requested By Passenger<sup>†</sup>

(A) (Rerouting)

1. Under the Company's Regulations, conditions applicable to certain fares may limit or prohibit Rerouting.
2. Upon a Passenger's request, the Company may effect a Rerouting with respect to an unused Ticket, Flight Coupon(s) if:
  - (a) the Company issues the Ticket;
  - (b) the Company is the original issuing Carrier indicated in the so-called ""Original Issue"" box of the Ticket;
  - (c)
    - (i) the Company is the Carrier designated in the so-called "Carrier" box of the unused Flight Coupon of the first onward sector that the Rerouting is to commence,
    - (ii) the Company is the Carrier to whom such Flight Coupon is endorsed, or
    - (iii) no Carrier is designated in the so-called "Carrier" box of such Flight Coupon;provided that, if the Carrier issuing the Ticket is designated as a Carrier for any subsequent onward sector(s), such issuing Carrier's endorsement shall be obtained in any of the cases of the preceding (i), (ii) and (iii)."
3. After Carriage commences, the following shall apply:
  - (a) additional Carriage at the through fare shall not be permitted unless a request therefor is made prior to the Passenger's arrival at the Destination indicated on the Ticket submitted to the Company for such additional Carriage;
  - (b) In the event that a new route of travel as after a Rerouting does not satisfy the conditions applicable to a round trip discount, a round trip discount shall not apply to those sectors already flown even if the relevant Ticket is issued on a basis of a round trip discount.
4. The fares and charges applicable after a Rerouting shall be those which, as of the date of issue, were intended to apply on the date of commencement of Carriage; provided that a Passenger whose Ticket is all unused, the fares and charges applicable after a Rerouting may be those applicable on the date on which the change is made and reflected on the Ticket pursuant to the Company's Regulations and applicable fare rules.
5. The Company will collect from a Passenger any difference between the fares and charges applicable as after a Rerouting and those originally paid by the Passenger or arrange for a refund, if any, to the Passenger in accordance with Article 12 and paragraph (B) of this Article.

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 13 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

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6. The date of expiration of any Ticket newly issued as a result of a change in a routing, Carrier(s), class of service or flight shall be that of the original Ticket provided that, if a Passenger, whose Ticket is all unused, requests Rerouting on unused Ticket, the date of expiration of a new Ticket shall be calculated from the date of issuing the Rerouting Ticket.
7. Time limits on cancellation of reservations and charges for change or cancellation of reservations shall also apply to a Rerouting to be effected upon a Passenger's request, as provided for the Company's Regulations.

(B) (Refunds)

1. In the event that, in addition to Refunds requested by the Passenger, if a Passenger is refused carriage or disembarked pursuant to the provisions of sub-paragraph 9 of paragraph (A) of Article 10, the amount of the refund shall be:
  - (a) if no portion of the trip has been made, an amount equal to the fares and charges paid, less any prescribed fees provided in the Company's Regulations; and
  - (b) if a portion of the trip has been made, an amount equal to the difference between the fare and charges paid and the fare and charges applicable to the sector for which the Ticket has been used, less any prescribed fees provided in the Company's Regulations.
2. For International Carriage, if a refund for any portion of a Ticket shall result in such Ticket having been used for a sector where Carriage is prohibited, the refund, if any, shall be determined in accordance with sub-paragraph 1 (b) of this paragraph as if such Ticket had been used beyond a point until which Carriage is prohibited.

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#### Rule 14 Involuntary Rerouting and Refunds<sup>†</sup>

##### (A) (Schedules)

1. The Company undertakes to use its best efforts to carry a Passenger and his/her Baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel; provided that times shown in a timetable or elsewhere shall be just scheduled but not guaranteed and shall form no part of the contract of Carriage. The Company may change any schedule of a flight without any prior notice and shall not be responsible for any trouble in respect of connection of a Passenger and/or his/her Baggage with any other flight because of such change.
2. The Company may, without prior notice, substitute any other Carrier or change an aircraft with respect to Carriage assumed by the Company.
3. The Company may, without prior notice, cancel, terminate, divert, postpone or delay any flight or the right to, or any reservation with respect to, any further Carriage thereafter or determine if any take-off or landing should be made, without any liability except to refund, in accordance with sub-paragraph 3 and 4 of paragraph (B) or sub-paragraph 3 and 4 of paragraph (C) of this Article, the fares and charges for any unused portion of the Ticket.

##### (B) (Rerouting and refunds due to Force Majeure Event)

1. The term "Force Majeure" event means;
  - (a) any fact beyond the Company's control (including, but not limited to, those such as meteorological conditions, acts of God, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances or unstable international relations) whether actual, threatened or reported or any delay, demand, condition, circumstances or requirement directly or indirectly relating to such fact;
  - (b) any fact not to be foreseen, anticipated or predicted;
  - (c) any Applicable Laws; or
  - (d) shortage of labor, fuel or facilities or labor problems of the Company or others.
2. In the event of the following circumstances due to Force Majeure, the Company will, at Passenger's option, take the measures specified in sub-paragraphs 3 or 4 of this paragraph below
  - (a) the Company cancels a flight;
  - (b) fails to operate a flight reasonably according to the schedule;
  - (c) fails to stop at a Passenger's Destination or Stopover point;
  - or
  - (d) is unable to provide a Passenger with his/her reserved seat of a flight or causes a Passenger to miss his/her connecting flight on which he/she holds a reservation.
3. Rerouting
  - (a) For Domestic Carriage, the Company shall perform carriage of the Passenger and his/her Baggage on a flight on which seats are

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 14 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

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available to the Destination or Stopover point as indicated in the Ticket or to such vicinal Airports of the Destination designated by the Company.

- (b) For Domestic Carriage, in the event of a change of Destination indicated in the Ticket after departure, the Company shall arrange for carriage to the Destination or Stopover point as indicated in the Ticket for the Passenger and his/her Baggage by any of the following measures at the Company's option:
  - (i) on a flight of the Company on which a seat is available;
  - (ii) on a flight of another Carrier on which a seat is available;
  - or
  - (iii) by other means of transportation.
- (c) In the case of (a) or (b) above, no adjustment for the difference in Passenger's fares and charges will be made.

#### 4. Refunds

The refund calculation will be performed in accordance with sub-paragraph 4 of paragraph (C) of this Article.

(C) (Rerouting and refunds caused by reasons under the Company's responsibility)

1. The term "The reasons under the Company's responsibility" means any event other than those specified in paragraph (B) of this Article.
2. In the event of the following circumstances caused by reasons under the Company's responsibility, the Company will, at Passenger's option, take the measures specified in sub-paragraphs 3 or 4 of this paragraph below
  - (a) the Company cancels a flight;
  - (b) fails to operate a flight reasonably according to the schedule;
  - (c) fails to stop at a Passenger's Destination or Stopover point;
  - or
  - (d) is unable to provide a Passenger with his/her reserved seat of a flight or causes a Passenger to miss his/her connecting flight on which he/she holds a reservation.
3. Rerouting
  - (a) The Company shall perform carriage of the Passenger and his/her Baggage to the Destination or Stopover point as indicated in the Ticket by any of the following measures means at the Company's option:
    - (i) on a flight of the Company on which a seat is available;
    - (ii) on a flight of another Carrier on which a seat is available;
    - or
    - (iii) by other means of transportation.
  - (b) In the case of above, no adjustment for the difference in Passenger's fares and charges will be made.
  - (c) In the event that a Passenger misses an onward connecting flight of the Company on which the Passenger holds a reservation because a Carrier carrying the Passenger fails to operate its flight according to the schedule or changes the schedule of such flight, the Company shall not be liable for such missed connections.
  - (d) A Passenger with respect to whom a Rerouting is effected upon the Company's request shall be entitled to retain the free Baggage allowance applicable to the class of service the fare for

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which the Passenger originally paid. This provision shall also apply in the event that the Passenger is entitled to a fare refund because he/she is transferred from a class of service the fare for which the Passenger paid to a lower class of service.

#### 4. Refunds

- (a) In addition to the case of under the Company's responsibility in this Article, if a Passenger is refused carriage or disembarked pursuant to any of sub-paragraphs 1 through 6 of paragraph (A) of Article 10, and the Passenger is prevented from using the Carriage provide for in his /her Ticket, the refund amount shall be:
- (i) if no portion of the trip has been made, an amount equal to the fare paid; and
  - (ii) if a portion of the trip has been made, the difference between the fare paid and the fare for the Carriage completed.
- (b) For International Carriage, if a Passenger who has paid for a certain class of service is required by the Company to use a lower class of service, unless otherwise provided in Applicable Laws or the Company's Regulations, the amount of the refund shall be the fare calculated by multiplying the applicable fare for the sector (for a partial sector included in the through fare, the amount prorated by distance) by fixed rates as follows;
- (i) From first class to business class: 50%
  - (ii) From business class to premium economy: 40%
  - (iii) From business class to economy class: 50%
  - (iv) From premium economy to economy class: 30%
- In the case of a codeshare flight operated by another Carrier, the terms and conditions of the operating Carrier will apply.
- (c) For Domestic Carriage, if a Passenger who has paid for a certain class of service is required by the Company to use a lower class of service, unless otherwise provided in the Company's Regulations, the amount of the refund shall be as follows;
- (i) In the case of a fare that allows free rebooking, the difference between the fare paid and the fare calculated for travelling originally in a lower class for the sector (for a partial sector included in the through fare, the amount prorated by distance)
  - (ii) In the case of fares other than (i) above, multiplied by 30% of the fare applicable for the sector (for a partial sector included in the through fare, the amount prorated by distance)

#### (D) (Limitation of Carriage for oversales, etc.)

If the number of Passengers (only those who have presented his/her Ticket, with confirmed reservation, for check-in at a Company's airport office by the time stipulated by the Company) with valid seat reservations on a flight exceeds the seating capacity of the flight and therefore seats are not available to some Passengers under the Company's responsibility, the Company shall call for volunteers prepared to surrender their confirmed reservations. If there are not enough volunteers, the Company may deny boarding to other Passengers based on the boarding priority set by the Company. The Company shall provide a certain amount of payment stipulated by the Company to those Passengers who accept to cancel his/her flight

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as a cooperation reward, in addition to any arrangements set forth in sub-paragraph 3 or 4 of paragraph (C) of this Article.

(E) (Contingency plan)

In the event of a delay of an aircraft on the ground at any airports of the United States of America during which Passengers are not allowed to deplane, the Company will use reasonable efforts to comply with any applicable contingency plan, but compliance with the plan is not guaranteed and is not part of these Conditions of Carriage. Additionally, for Passengers traveling on a codeshare flight operated by another Carrier the applicable contingency plan, if any, will be the contingency plan of the operating Carrier.

## Rule 15 Baggage<sup>†</sup>

(A) (Restriction of Acceptance as Baggage)

1. The Company will refuse to accept as Baggage:
  - (a) items which do not constitute Baggage as defined in Article 1;
  - (b) items which may endanger an aircraft or any person or property, such as items which are specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA) and in the Company's Regulations;
  - (c) items Carriage of which is prohibited by Applicable Laws of any state or country to be flown from, into or over;
  - (d) items which the Company deems unsuitable for Carriage by reason of their weight, size, shape or character such as being fragile or perishable;
  - (e) live animals, except those provided for in Paragraph (J) of this Article;
  - (f) dead body;
  - (g) Firearms, swords and other similar items, except as otherwise provided in the Company's Regulations; or
  - (h) other items which the Company considers unsuitable for carriage on an aircraft.
2. The Company will refuse to accept any of the following as unchecked Baggage:
  - (a) items similar in shape to firearms, swords, and explosives (e.g. pistol-shaped lighters, hand grenade-shaped lighters); or
  - (b) other items the Company considers as potential weapons (e.g. bats, golf clubs, ice skates).
3. The Company may refuse Carriage of, and take any necessary step with respect to, items of which Carriage as Baggage is prohibited by the preceding sub-paragraph 1 and 2 of this paragraph and may refuse onward Carriage of any such item upon discovery thereof.

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 15 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

<sup>^</sup> Tracked changes applicable to/from the United States and annotated throughout the entirety of Rule 15 are effective May 20, 2026, pursuant to Docket OST-1997-2050.

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4. The Company will refuse to accept fragile or perishable items, money, jewelry, platinum, gold and other precious metals, negotiable papers, securities, bank notes, documentary stamps, art works, antiques or other valuables, business documents, passports or other identification documents necessary for travel or samples as Checked Baggage.
5. The Company may refuse to carry Baggage as Checked Baggage in case it is not properly packed in a suitcase or other suitable container to ensure safe Carriage with ordinary care in handling.
6. If any item referred to in sub-paragraph 1 of this paragraph is carried, whether or not Carriage of such item as Baggage is prohibited, such Carriage shall be subject to the charges, limitations of liability and any other provision of these Conditions of Carriage applicable to Carriage of Baggage.

(B) (Security Inspection)

1. Passengers and Baggage shall submit to any security check required, unless it is specifically deemed unnecessary by government or airport officials or by the Company.
2. The Company will inspect the contents of Passenger's Baggage by opening his/her Baggage and/or by using some device in the presence of the Passenger concerned or a third person, for the purpose of security (including but not limited to the prevention of unlawful acts of seizure, exercise of control or destruction of aircraft) and/or for any other reason. Notwithstanding the foregoing, the Company may inspect the Passenger's Baggage in his/her or a third person's absence to see whether he/she is in possession of, or his/her Baggage contains, any prohibited item referred to in sub-paragraph 1 and 2 of paragraph (A) of this Article.
3. The Company will search Passenger's articles by touching the Passenger through his/her clothes and personal fittings including wigs or by using such instruments as a metal detector, for the purpose of security (including but not limited to the prevention of unlawful acts of seizure, exercise of control or destruction of aircraft) and/or for any other reason.
4. When a Passenger does not agree with the Company's inspection as specified in sub-paragraph 2 of this paragraph, the Company will refuse to carry such a Passenger's Baggage.
5. When a Passenger does not agree with the Company's search as specified in sub-paragraph 3 of this paragraph, the Company will refuse to carry such a Passenger.
6. When such prohibited items as specified in sub-paragraph 1 and 2 of paragraph (A) of this Article have been found as a result of such inspection or search as specified in sub-paragraph 2 and 3 of this paragraph, the Company may refuse to carry such Baggage, or may dispose of such Baggage.

(C) (Checked Baggage)

1. Unless otherwise provided in the Company's Regulations or Applicable Laws, the Company will, upon presentation by a Passenger of a valid Ticket covering Carriage on the lines of the Company or on the lines of the Company and one or more other Carriers, accept as Checked Baggage the Baggage which is tendered by the Passenger at the office designated, and by the time prescribed, by the

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Company in respect of Carriage on the lines designated on the Ticket; provided that the Company will not accept as Checked Baggage the Baggage tendered for Carriage:

- (a) beyond the Destination designated, or on any routing not designated, on the Ticket;
  - (b) beyond a Stopover point, or beyond a point at which the Passenger transfers to a connecting flight departing from a different airport from that at which the Passenger is scheduled to arrive under the Ticket, unless otherwise provided for in the Company's Regulations;
  - (c) beyond a point of transfer of the Baggage to any other Carrier with which the Company has no interline Baggage agreement or which has different Conditions of Carriage of Baggage from the Company's;
  - (d) for a sector in respect to which the Passenger holds no reservation;
  - (e) beyond a point at which the Passenger desires to resume possession of such Baggage or any portion thereof; or
  - (f) for a sector in respect to which the Passenger does not pay all applicable charges.
2. Upon delivery to the Company of Baggage to be checked, the Company will record in the Company's database the number of pieces and/or weight of the Checked Baggage and will issue a Baggage Identification Tag for each piece of the Checked Baggage.
  3. If a piece of Checked Baggage of a Passenger has no name, initial or other personal identification, the Passenger shall affix such identification to the Baggage prior to the Company's acceptance of checking.
  4. The Company will, to the reasonable extent possible, carry Checked Baggage of a Passenger coincidentally with the Passenger on the aircraft which the Passenger boards; provided that, if the Company deems it difficult or impracticable, the Company may carry the Checked Baggage on any other flight in which such Baggage can be loaded within the maximum weight allowance or by any other transportation service.
  5. The Company will accept Checked Baggage in excess of the following limits, only if a prior due notice of such article is given to, and a prior permission to such Carriage is granted by, the Company.
    - (a) the total of the greatest outside length, the greatest outside height and the greatest outside width (hereinafter referred to as the "sum of the three dimensions") of each piece shall not exceed 203 centimeters (80 inches), and the dimensions that can be stowed in a cargo compartment of the boarding flight;
    - (b) the weight of each piece shall not exceed 32 kilograms (70 pounds); and/or
    - (c) the total weight for all Checked Baggage shall not exceed 100 kilograms (220 pounds).

In case the Company accepts such Carriage, charges shall be assessed in accordance with the Company's Regulations. Provided however that the Company will not accept Carriage of any piece of Baggage the sum of three dimensions of each piece of which exceeds 292 centimeters (115 inches) and/or the weight of which exceeds 45 kilograms (100 pounds).

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(D) (Unchecked Baggage)

1. Unless otherwise specified, Baggage that a Passenger may carry into the cabin shall satisfy all of the following conditions:
  - (a) not more than one piece;
  - (b) the total weight shall not exceed 10 kilograms (22 pounds); and
  - (c) the total dimensions shall not exceed 115 centimeters (45 inches) (not exceeding 100 centimeters (39 inches) in the case of the aircraft which has seating capacity of less than 100) and shall be of the size that can be stowed in an enclosed storage compartment in the cabin or under the seat in front of the Passenger.
2. A Passenger may carry into the cabin one piece as a Passenger's personal belongings permitted by the Company's Regulations.
3. The total weight of the Baggage and a Passenger's personal belongings referred in sub-paragraph 1 and 2 above must not exceed 10 kilograms (22 pounds).
4. Notwithstanding the preceding sub-paragraph 1 through 3 of this paragraph, a Passenger shall not carry into the cabin any Baggage which the Company deems cannot be safely stowed in the cabin.
5. The Company will permit a Passenger to carry into the cabin articles not suitable for Carriage in a cargo compartment (such as fragile musical instruments) only if a prior due notice of such article is given to, and a prior permission to such Carriage is granted by, the Company. Carriage of such Baggage shall be subject to a charge provided in the Company's Regulations.

(E) (Free Baggage Allowance)

1. The total free Baggage allowance of Checked Baggage of each Passenger is based on his/her individual fare rules. Each free baggage allowance is shown on the Itinerary/Receipt. In addition, a Passenger shall, unless otherwise provided in the Company's Regulations, receive a free Baggage allowance of Unchecked Baggage as described in sub-paragraph 1 of paragraph (D) of this article.
2. For Domestic Carriage, the free Baggage allowance prescribed in the preceding paragraph shall not be applicable to non-seat occupying infant under the age of two, his/her Baggage may be deemed as that of the Passenger accompanying him/her.
3. In the event that two or more Passengers traveling on the same flight check their Baggage at the same time to be carried by the Company to the same place, the Company may, upon those Passenger's request, provide them collectively with a free Baggage allowance equal to the aggregated individual free Baggage allowance in respect of number of pieces.
4. A fully collapsible stroller/pushchair, carrying basket and/or a car seat for Infants or children Passenger's own use and a wheelchair and other similar assistive devices for disabled Passenger's own use are accepted as Checked Baggage for free and are not included into the free Baggage allowance.

(F) (Special Free Baggage Allowance)

In addition to the free Baggage allowance provided in the preceding paragraph (E) above, the Company will carry as Baggage, without additional charge, a Passenger's personal belongings, permitted by

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the Company's Regulations only when the Passenger carries and retains them."

(G) (Excess Baggage)

1. Baggage in excess of the free Baggage allowance set forth in sub-paragraph 1 of paragraph (E) of this Article shall be subject to the applicable excess Baggage charge provided in the Company's Regulations.
2. Unless the Company otherwise agrees in advance with a Passenger, the Company may carry the Passenger's Baggage which is in excess of the applicable free Baggage allowance on any other flight or by any other transportation service.
3. Any payment or refund of excess Baggage charge to be made in the event of Rerouting of Carriage shall be subject to sub-paragraphs 5 of paragraph (A) of Article 13, and any refund in case of cancellation of Carriage shall be subject to sub-paragraphs 1 of paragraph (B) of Article 13. In the event of Rerouting or cancellation of Carriage for reasons other than those caused by Carrier or requested by Passenger shall be subject to sub-paragraphs 3 and 4 of paragraph (B) of Article 14 and sub-paragraphs 3 and 4 of paragraph (C) of Article 14.
4. If a Passenger cancels carriage of his/her Baggage by the time prescribed, the full amount of the excess Baggage charges in connection with the canceled carriage shall be refunded.

(H) (Declaration of Baggage the Value of which Exceeds the Limit of Liability and Excess Value Charges)

1. A Passenger may declare a value of Baggage in excess of the liability limitation of the Company pursuant to sub-paragraphs 6, 7 and 9 of paragraph (C) of Article 20. In the event that such declaration is made, Carriage of the Baggage to be performed by the Company shall be subject to excess value charges provided in the Company's Regulations.
  - (a) For international carriage, unless otherwise specified, an excess value charge will be levied at a rate of U.S.\$0.50 for every U.S.\$100, or any fraction thereof; provided that a value of Baggage to be declared by one Passenger shall not exceed U.S.\$2,500.
  - (b) For Domestic Carriage, an excess value charge will be levied at a rate of 10 yen for every 10,000 yen, or any fraction thereof.
2. Unless otherwise provided in the Company's Regulations, a Passenger may pay excess value charges at the place of departure for a travel to the Destination; provided that, if a portion of the Carriage is performed by any other Carrier which apply different excess value charges from the Company, the Company may refuse to accept an excess value declaration with respect to such portion.
3. If the entire travel segment is canceled, the full amount of the excess value charge for the canceled itinerary will be made. However, if any part of the Carriage has already been completed, the Company will not refund the excess value charge.

(I) (Collection and Delivery of Baggage)

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1. A Passenger shall, at his/her own responsibility, check the number on his/her Baggage Identification Tag (Baggage Claim Tag and Baggage attachment stub) upon arrival or at any stopover point, and collect his/her checked Baggage. The Company may require the Passenger to present his/her Baggage Claim Tag(s) at the time of Baggage collection.
2. The bearer of the Baggage Claim Tag(s) issued to a Passenger when his/her Baggage is checked shall be exclusively entitled to accept delivery of the checked Baggage. The Company shall not be obligated to ascertain that the bearer of a Baggage Claim tag(s) is truly entitled to accept delivery of the Baggage. The Company shall not be liable for any damage arising out of or in connection with its failure to so ascertain.
3. If a person claiming Baggage is unable to receive Baggage pursuant to the preceding sub-paragraph 2, the Company will deliver the Baggage to such person only if he/she establishes to the Company's satisfaction that he/she is duly entitled to receive the Baggage and if such person shall, upon the Company's request, provide the Company with adequate security to indemnify the Company from any loss and damage incurred by the Company in connection with such delivery.
4. The Company may, unless precluded by Applicable Laws and if time and other circumstances permit, deliver Checked Baggage to the bearer of a Baggage Claim Tag(s) at the place of departure or unscheduled stopping place if he/she requests such delivery.
5. Acceptance of delivery of Baggage by the bearer of and a Baggage Claim Tag(s) without his/her written complaint at the time of the delivery shall constitute prima facie evidence that the Baggage has been delivered in good condition and in accordance with the contract of Carriage.
6. Checked Baggage that remains unclaimed for a considerable period of time after its arrival at the Destination, the Company may dispose of the Baggage as appropriate. In this case, the Passenger shall be liable for any damage or expenses incurred in connection with such disposal.

(J) (Animals)

1. Subject to the Company's Regulations and with the Company's prior consent, the Company will accept Carriage of domesticated animals such as dogs, cats, household birds and other pets if a Passenger puts those animals into a proper container and obtains valid health and vaccination certificates, entry permits and any other documents each required by any state or country to be flown into or over.
2. In the event that the Company accepts Carriage of an animal as Baggage of a Passenger, the animal shall, together with its container and food to be carried, not be included in the free Baggage allowance of the Passenger but shall constitute excess Baggage for which the Passenger shall pay a charge provided in the Company's Regulations.
3. Notwithstanding the preceding sub-paragraph 2, a service dog accompanying a Passenger with a disability to assist such Passenger together with a container and food will, subject to the Company's Regulations, be carried for free and are not included into the free Baggage allowance.

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4. The Company will accept Carriage of an animal subject to the condition that a Passenger shall observe the Company's Regulations and shall be fully responsible for such animal. The Company shall not be liable for injury to, sickness or death of, such animal if and to the extent that such event resulted from the inherent nature of such animal. If the animal damages the Company or other Passengers, the Passenger shall be liable for the costs related to such damage.

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#### Rule 16 Ground Transportation Service<sup>†</sup>

Unless otherwise provided in the Company's Regulations, the Company will not arrange for, operate or provide ground transportation service within airport areas, between airports or between an airport and downtown areas.

Except ground transportation service is directly operated by the Company, any such service will be provided by an independent operator who is not and shall not be deemed an agent or servant of the Company. Even in case Agent of the Company assists a Passenger in making arrangements for such ground transportation service, the Company shall not be liable for the acts or omissions of such independent operator. In the event that the Company operates for a Passenger such ground transportation service, the Company's Regulations including, but not limited to, those stated or referred to in those regulations concerning Tickets, value of Baggage or otherwise shall be deemed applicable to such ground transportation service.

No portion of fares shall be refundable even in case such ground transportation service is not used.

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 16 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

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#### Rule 17 Arrangements Made by the Company and Inflight Meals<sup>†</sup>

(A) (Arrangements Made by the Company)

In making arrangements for hotel or other services incidental to Carriage for a Passenger, whether or not the Company bears the cost of such hotel or other services and/or of arrangements therefor, the Company shall not be liable for any loss, damage or costs or expenses incurred by the Passenger as a result of or in connection with such hotel or other services and/or arrangement therefor.

(B) (In-flight Meals)

In-flight meals will, if served, be free of charge, except as otherwise provided in the Company's Regulations.

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 17 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

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#### Rule 18 Administrative Formalities†

(A) (Compliance with Applicable Laws)

A Passenger shall comply with and observe all Applicable Laws of countries concerned such as countries to be flown from, into or over, the Company's Regulations and instructions to be given by the Company. The Company shall be liable neither for any aid, assistance, guidance or otherwise given by an Agent of the Company to the Passenger, whether given orally, in writing or otherwise, in connection with his/her obtaining exit, entry and other necessary documents or complying with or observing such Applicable Laws nor for the Passenger's failure to obtain such documents or to comply with or observe such Applicable Laws as a result of such aid, assistance, guidance or otherwise.

(B) (Passports and Visas)

1.

(a) A Passenger shall present to the Company all exit, entry or other necessary documents required by Applicable Laws of country concerned such as countries to be flown from, into or over, and shall permit the Company, if the Company at its reasonable discretion deems it necessary, to make and retain copies thereof; provided that, even if a Passenger presents exit, entry or other necessary documents to the Company and the Company carry the Passenger, the Company shall not be deemed to guarantee that such documents comply with Applicable Laws.

(b) The Company reserves the right to refuse Carriage of any Passenger who does not comply in any respect with any of such Applicable Laws or whose exit, entry or other necessary documents are not complete in any respect.

2. The Company shall not be responsible for any loss or damage incurred by a Passenger, and the Passenger shall indemnify the Company for any loss or damage incurred by the Company, in connection with the Passenger's failure to comply with this Article.

3. A Passenger shall pay the applicable fares, charges and expenses whenever the Company is required by any Applicable Laws to return the Passenger to his/her place of departure or elsewhere because the Passenger is not permitted to enter a country of transit or Destination. The Company may apply to the payment of such fares, charges and expenses any fares and/or charges paid by the Passenger to the Company for unused portion of the Ticket or any funds of the Passenger in the possession of the Company. The Company will not refund the fare collected for Carriage to the point of such refusal of entry or deportation.

(C) (Customs Inspection)

whenever required, a Passenger's Baggage shall, whether checked or unchecked, be subject to any inspection to be conducted by customs or other government officials. The Company shall not be responsible

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 18 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

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in any respect to a Passenger for his/her failure to comply with this paragraph. A Passenger shall indemnify the Company for any loss or damage incurred by the Company in connection with the Passenger's failure to comply with this paragraph.

(D) (Government Regulations)

The Company shall not be responsible to a Passenger in any respect for its refusal of Carriage of the Passenger if the Company at its reasonable discretion determines, or any Applicable Laws require, such refusal.

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#### Rule 19 Successive Carriers<sup>†</sup>

1. Carriage to be performed under a Ticket or under a Ticket and any Conjunction Ticket by two or more successive Carriers shall be regarded as a single operation.
2. Even if the Company is a Carrier issuing a Ticket or is designated as a Carrier for the first sector in a Ticket or in any Conjunction Ticket involving Carriage by successive Carriers, the Company shall not be responsible for any portion operated by other Carriers, unless otherwise provided in these Conditions of Carriage.
3. Each Carrier's liability to compensate for damage arising in connection with a Passenger's travel shall be governed by such carrier's Conditions of Carriage.

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 19 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

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## Rule 20 Liability of Carriers<sup>†A</sup>

### (A) (Applicable Laws)

1. International Carriage performed by the Company shall be subject to the rules and limitations relating to liability established by the Convention as applicable to the Carriage unless the Convention does not apply.
2. To the extent not in conflict with the provisions of the preceding sub-paragraph 1, any Carriage and other services to be performed or provided by the Company shall be subject to:
  - (a) Applicable Laws; and
  - (b) these Conditions of Carriage and the Company's Regulations, which may be inspected at any of the Company's Office.
3. The full name of a Carrier and its abbreviation shall be as set forth in the Carrier's regulations and such name may be expressed in an abbreviated form on a Ticket. For the purpose of application of the Convention, a Carrier's address shall be the airport of departure indicated in the line of the Ticket on which the abbreviation of the Carrier's name first appears and the Agreed Stopping Places (which may be altered by the Carrier in case of necessity) shall be those places as defined in Article 1.

### (B) (Death and bodily injury of Passengers)

1. The Company shall be liable for any loss or damage arising in connection with the death or wounding of, or any other bodily injury suffered by, a Passenger, if the incident or accident which causes such loss or damage takes place on board an aircraft or in the course of embarking or disembarking an aircraft.
2. For International Carriage where the Convention other than the Montreal Convention applies, the Company agrees in accordance with Article 22 (1) of the Convention, provided nothing herein shall be deemed to affect the right of the Company with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death of, or wounding or other bodily injury to, a Passenger, defined as follows;
  - (a) The Company shall not apply the applicable limit of liability based on Article 22 (1) of the Convention in defense of any claim arising out of death of or, wounding or other bodily injury to, a Passenger within the meaning of Article 17 of the Convention.
  - (b) The Company will not, with respect to any claim arising out of death of, or wounding or other bodily injury to, a Passenger within the meaning of Article 17 of the Convention, avail itself of any defense under Article 20 (1) of the Convention up to the sum of 151,880 SDR exclusive of the costs of the claim including attorney's fees which the court finds reasonable.

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 20 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

<sup>A</sup> Tracked changes applicable to/from the United States and annotated throughout the entirety of Rule 20 are effective May 20, 2026, pursuant to Docket OST-1997-2050.

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3. For Domestic Carriage, the Company shall not be liable for, if it is proved that the Company and/or its Agent have taken necessary measures to avoid or that the Company and/or its Agent were prevented from taking such measures.

(C) (Damage to baggage)

1. The Company shall be liable for any damage arising out of in connection with the destruction, loss or damage to Checked Baggage, if the accident causing such destruction, loss or damage occurred on board an aircraft or while the Baggage is in the custody of the Company.
2. For International Carriage where the Convention other than the Montreal Convention applies, the Company shall not be liable for damage to Checked Baggage, if it is proved that the Company and/or its Agent have taken necessary measures to avoid or that the Company and/or its Agent were prevented from taking such measures.
3. For Domestic Carriage, the Company shall not be liable for Checked Baggage, if it is proved that the Company and/or its Agent have taken necessary measures to avoid or that the Company and/or its Agent were prevented from taking such measures.
4. The Company shall be liable for loss or damage arising out of or in connection with destruction or loss of, or damage to Unchecked Baggage or any other article carried or worn by a Passenger only if it is proved that such destruction, loss or damage was caused by the fault of the Company or its Agent.
5. The Company shall not be liable for any damage in respect of Unchecked Baggage not attributable to fault of the Company. Assistance rendered to a Passenger by Agent and crew member in loading, unloading or transshipping Unchecked Baggage shall be considered as gratuitous service to the Passenger.
6. For International carriage, the Company's liability for Baggage shall be limited to 1,519 SDR for each Passenger.
7. For International Carriage where the Convention other than the Montreal Convention applies, the Company's liability shall be limited to 17 SDR (250 French Gold Francs) per kilogram in the case of Checked Baggage and 332 SDR (5,000 French Gold Francs) for each Passenger in the case of Unchecked Baggage.
8. In the case of Carriage of Checked Baggage from or to a point or points in the United States of America, Canada or any other country provided in the Company's Regulations, the Company's liability shall also be subject to the preceding sub-paragraphs 6 and 7. In the case of such Carriage, where the Convention other than Montreal Convention applies, the weight of each item of Checked Baggage shall be deemed not to exceed 32 kilograms (70 pounds) and, in case the sub-paragraph 7 applies, the Company's liability shall, accordingly, be limited to 544 SDR (8,000 French Gold Francs), except in case the Company accepts Carriage of Checked Baggage with respect to which the Company enters into an agreement in advance concerning an item weighing above 32 kilograms (70 pounds) in accordance with sub-paragraph 5 of paragraph (C) of Article 15.
9. For Domestic carriage, the Company's liability for Baggage shall be limited to 150,000 yen for each Passenger.
10. The limitation referred in sub-paragraphs 6, 7, and 9 above does not apply if the Passenger shall have declared a higher value in

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- advance and paid additional charges pursuant to paragraph (H) of Article 15. In that event, the Company's liability shall be limited to such higher declared value.
11. In no case shall the Company's liability exceed the actual amount of damage suffered by the Passenger. All claims shall be subject to proof by the Passenger of the amount of damage.
  12. For International carriage, in the event of delivery to a Passenger of a part but not all of his/her Checked Baggage or in the event of damage with respect to a part but not all of such Baggage, the Company's liability with respect to the undelivered or the damage portion shall be reduced proportionately on the basis of the weight of the Baggage, notwithstanding the value of any part of the Baggage or the contents thereof.
  13. The Company shall not be liable for any damage arising in connection with destruction or loss of, or damage to any Baggage or any other article of a Passenger that the Company takes custody of, if and to the extent that the damage resulted from the inherent defect, quality or vice of the item, irrespective of the Company's knowledge thereof.
  14. The Company shall not be liable for any damage with respect to a Passenger's Baggage caused by the contents thereof. A Passenger whose property causes damage to another Passenger's Baggage or the property of the Company shall indemnify the Company for all loss and expenses incurred by the Company as a result thereof.
  15. The Company may refuse to accept any article which shall not constitute Baggage under these Conditions of Carriage; provided that, if the article is delivered to and received by the Company, it shall be subject to the Baggage valuation and limitation of liability set forth in these Conditions of Carriage and shall be subject to the rates and charges published by the Company.

(D) (Limitation of Liability)

1. The limitation of liability provided for in this Article shall not be applicable if it is proved that the damage has been caused by the willful misconduct or gross negligence of the Company and/or its Agent, provided that if such damage is caused by willful misconduct or gross negligence of the Agent, it shall also be proved that the damage occurred while the Agent was performing his/her duties.
2. The Company will issue a Ticket or accept Checked Baggage for Carriage performed by any other Carrier only as an agent of such Carrier. The Company shall not be liable for any damage which shall have occurred outside a sector of carriage performed by the Company. The Company shall neither be liable for any damage which shall have occurred to Checked Baggage outside a sector of Carriage performed by the Company. Provided in International Carriage, the Passenger shall be entitled by the Convention to claim such damage against the Company in case the Company is the first or the last Carrier under the relevant contract of Carriage.
3. If the Company proves that the any damage has been caused by or contributed to by the negligence or other wrongful act or omission of a Passenger, the Company shall be exempted from liability to the claimant, in whole or in part, to the extent that such negligence

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or other wrongful act or omission has caused or contributed to the damage.

4. The Company shall not be liable for any damage directly or indirectly arising out of its compliance with any Applicable Laws, failure of a Passenger to comply with the same or any cause beyond the Company's control.
5. the Company shall not be liable in any event for any consequential or special damage or punitive damages arising from Carriage complying with these Conditions of Carriage and the Company's Regulations, whether or not the Company had knowledge that such damage might arise.
6. If the Company is incurred any damage caused by a Passenger's willful misconduct or negligence, or by his/her failure to observe these Conditions of Carriage or any rules or regulations stipulated thereunder, the Passenger shall indemnify the Company for such damage.
7. If a Passenger holding a Ticket issued by the Company changes to another Carrier with the consent of the Company and boards a flight of such other Carrier with the same Ticket, the carriage shall be subject to the Conditions of Carriage of such other Carrier and the Company shall bear no responsibility for such carriage.
8. Unless otherwise provided in these Conditions of Carriage, the Company reserves any and all right of defense available under the Convention. The Company also reserves a right to make a subrogation claim against a third party which shall have contributed to damage, with respect to a portion or all of any payment made by the Company in connection with the damage.
9. Any exclusion or limitation of liability of the Company under these Conditions of Carriage and the Company's Regulations shall also apply to any of the Company's Agents performing their respective duties and to any person or entity whose aircraft is used by the Company for Carriage and any of its Agents performing their respective duties. The aggregate amount of the damages payable by the Company or its Agents shall not exceed the amount of the Company's limitation of liability under these Conditions of Carriage.

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## Rule 21 Time Limitations on Claims and Actions<sup>†</sup>

### (A) (Time Limitation on Claims)

No claim for damage may be made in the case of damage to Baggage, unless the person entitled to delivery complains to an office of the Company forthwith after the discovery thereof and no later than 7 Days after the date of receipt (excluding the date of receipt); and, in the case of delay or loss, unless the complaint is made no later than 21 Days after the date (excluding such date) on which the Baggage has been (in the case of delay) or should have been (in the case of loss) placed at his/her disposal. Every complaint must be in writing and dispatched within the time aforesaid.

In case Carriage is not "International Carriage" as defined in the Convention, failure to give such notice of complaint shall not prevent a claimant's filing a suit if the claimant proves that:"

1. it was not reasonably possible for him/her to give such notice;  
or
2. such notice was not given due to fraud on the part of the Company;  
or
3. the Company had knowledge of the damage to the Passenger's Baggage.

### (B) (Time Limitation on Actions)

Any right to damages against the Company's liability in International Carriage shall be extinguished unless an action is brought within 2 years reckoned from the date of arrival at the Destination, from the date on which the aircraft ought to have arrived, or from the date on which the Carriage stopped.

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 21 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

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## Rule 22 Governing Law and Jurisdiction<sup>†</sup>

1. For International Carriage, these Conditions of Carriage and Tariff provisions shall be construed in accordance with the provisions of the Convention and Applicable Laws. For Domestic Carriage, these Conditions of Carriage shall be construed in accordance with the laws of Japan, and any matter not provided for in these Conditions of Carriage shall be subject to the laws of Japan.
2. For International Carriage, the jurisdiction over any dispute concerning carriage under these Conditions of Carriage shall be subject to the provisions of the Convention and Applicable Laws. For Domestic Carriage, any dispute arising out of, or in connection with, these Conditions of Carriage shall be subject to the exclusive jurisdiction of Japanese courts and legal proceedings therefor shall be governed by the laws of Japan, no matter who is entitled to claim for damages or what the legal basis for such claim is.

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 22 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

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#### Rule 23 Class Action waiver<sup>†</sup>

To the extent not in conflict with Applicable Laws, any lawsuit brought by a Passenger against the Company will be brought only in the Passenger's individual capacity, and may not be brought in or asserted as part of a class action proceeding.

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 23 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

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#### Rule 24 Overriding Law<sup>†</sup>

Any provision contained or referred to in a Ticket or in these Conditions of Carriage or the Company's Regulations shall, even if it is in violation of Applicable Laws and is invalid, remain valid to the extent not in conflict with Applicable Laws. The invalidity of any provision shall not affect any other provision.

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 24 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

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**Rule 25 Modification and waiver<sup>†</sup>**

No Agent of the Company shall have authority to alter, modify or waive any provision of the contract of Carriage or of these Conditions of Carriage or the Company's Regulations.

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 25 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

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#### Rule 40 Transport of Passengers with Disability<sup>†A</sup>

##### (A) Definitions

Passengers shall be considered disabled when their physical, medical or mental condition requires individual attention on enplaning, deplaning, during flight, in an emergency evacuation or during ground handling which is normal not extended to other passengers.

1. Ambulatory - a person who is able to move about within the aircraft unassisted.
2. Non-ambulatory - a person who is not able to move within the aircraft unassisted.
2. Self-reliant - a person who is independent, self-sufficient and capable of taking care of all physical needs during flight, and who requires no special or unusual on board attention beyond that afforded to the general public. Except that assistance in boarding and deplaning may be required.
4. Non-self-reliant - a person who is not self-reliant as defined above.
5. Assistant (personal attendant) - an able-bodied person physically capable of assisting a disabled passenger to an exit in the event of an emergency and who will attend to the personal needs of that passenger during flight, where such is required.
6. athlete using a wheelchair - a non-ambulatory person with upper body and arm development such as to make him/her physically capable of exiting an aircraft in an emergency with minimal assistance and who is a member of a bona-fide sports organization.

##### (B) Acceptance of persons with disabilities

1. The carrier will accept the disabled person's determination as to self-reliance.
2. Carrier will refuse to transport or will remove at any point, any passenger whose mental or physical condition is such as to render him/her incapable of caring for himself/herself without assistance, unless:
  - (a) He/she is accompanied by an assistant who will be responsible for caring for him/her en route, or
  - (b) He/she will not require unreasonable attention or assistance (such as providing medical services, assisting inside the lavatory, or in actual feeding) from employees of the carrier.
3. Medical certification  
The carrier reserves the right to require a medical certification if a passenger's medical condition is such that there is reasonable doubt that the individual can complete the flight safely, without requiring extraordinary medical assistance (including using medical

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 40 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

<sup>A</sup> Tracked changes applicable to/from the United States and annotated throughout the entirety of Rule 40 are effective May 20, 2026, pursuant to Docket OST-1997-2050.

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oxygen, portable oxygen concentrator, incubator or other medical equipments specified by the carrier) or he/she has communicable disease or condition that could pose a direct threat to the health or safety of others."

4. Medical clearance

The carrier reserves the right to require a medical clearance from the company medical authorities only if there is a legitimate medical reason for believing that there has been a significant adverse change in the passenger's condition since the issuance of the medical certificate or that the certificate significantly understates the passenger's risk to the health of other persons on the flight (including, in cases of pregnant passengers, unborn children)."

5. Assistance dog (seeing-eye dog, hearing-ear dog and mobility-assistance dog) and other service dogs

At airport and in cabin, wearing leash or harness is highly recommended. The company will only accept assistance dogs and other service dogs provided that it is certified in writing, as having been trained in a professional assistance or service animal institution and meets any entry or exit requirements related to the carriage of animals at the passenger's destination.

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#### Rule 41 Children's and Infants' Fares<sup>†</sup>

(A) Accompanied children and infants

Fare for accompanied infants and children will be charged according to the chart below, provided:

1. Infants under 2 years of age are accompanied by a passenger 12 years of age or overpaying the applicable adult fare.
2. Only one infant is permitted to accompany each passenger paying the applicable adult fare.
3. Children 2 years of age or over but under 12 years of age are accompanied by a passenger 12 years of age or overpaying the applicable adult fare.
4. Unless otherwise specified in an applicable rule, infants occupying a seat shall be charged the applicable child's fare.
5. Fares shall be assessed as provided in the fare rule.

(B) Unaccompanied children

Fares for unaccompanied children shall be assessed as provided in the fare rule.

(C)

The age limits referred to in this rule shall be those in effect on the date of commencement of the travel from the point of origin.

(D)

1. Unless otherwise specified in an applicable rule, children's discounts apply to any charge or surcharge and any prescribed fees.
2. Unless otherwise specified in an applicable rule, infant's discounts apply on any stopover charge. Any other charge or surcharge to any prescribed fees shall not apply.

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 41 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

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#### Rule 42 Unaccompanied Minors<sup>†</sup>

1. Minors aged 5 and 11 years of age will be accepted for unaccompanied carriage only under the following conditions, and when advance arrangements have been made with the carrier:
2. They are accompanied to the airport at the time of departure by a responsible adult who will remain until boarded and the plane is airborne. The adult must be able to show proof that another responsible adult will meet the child at the airport.
3. With the exception of the service specifically provided to an unaccompanied minor in this rule, the carrier will not assume any financial or guardianship responsibilities for the unaccompanied minor beyond those applicable to an adult passenger.

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 42 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

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#### Rule 43 Denied Boarding Compensation†

When the carrier is unable to provide previously confirmed space due to more passengers holding confirmed reservations and tickets on a flight than there are available seats on that flight, the carrier will take the actions specified in the provisions of this rule.

(Applicable only flights originating in the United States)

(A) Applicable only flights originating in the United States

1. Rule for denied boarding

Passenger who are denied boarded, voluntarily or otherwise, should have the choice of:"

(a) Rerouting to the final destination of the ticket presented at check-in by the first available flight(s) or at a later date at the Passenger's convenience;

(b) Full refund of the cost of the unused portion of the ticket. Additionally, upon being denied boarded, each Passenger is entitled to receive the compensation.

2. Exception of denied boarded

The following passengers must never be denied boarding involuntary in principle.

(a) Passengers who need special service (passengers with reduced mobility etc.)

(b) UMN and minors under 18 traveling alone.

3. Denied boarding compensation

(a) with agreement of the Passenger as volunteer Passenger (within 4 hours delay to the final destination)  
offer the higher class or up to 1075 USD for all classes.

(b) with agreement of the Passenger as volunteer passenger (more than 4 hours delay to the final destination)  
offer the higher class or up to 2150 USD for all classes.

(c) without passenger's agreement as non-volunteer passenger (within 4 hours delay to the final destination)  
1075 USD for all classes.

(d) without passenger's agreement as non-volunteer passenger (more than 4 hours delay to the final destination)  
2150 USD for all classes.

4. Exception for denied boarding compensation

Denied boarding compensation will not be provided for the following Passengers.

(a) Passengers have not fully complied with the airline's ticketing or check-in.

(b) Passengers are not acceptable for transportation under the airline's usual practice.

(c) Passengers denied boarded because the flight is cancelled.

(d) Passengers travelling with non-revenue tickets (except for FFP award ticket)

(e) Passengers who are offered higher class seat on the transfer flight than the original ticket class.

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 43 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

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#### Rule 44 Flights to, from and within Canada, Including Connecting Flights<sup>†</sup>

The obligations of the carrier under the Air Passenger Protection Regulations (SOR/2019-150)(APPR) made under the Canada Transportation Act form part of the tariff and supersede any incompatible or inconsistent term and condition of carriage set out in the tariff to the extent of such inconsistency or incompatibility, but do not relieve the carrier from applying terms and conditions of carriage that are more favorable to the passenger than the obligations set out in the APPR.

The details are set in this Rule which has been adopted pursuant to the APPR. For the purposes of services provided only in connection with scheduling flights to, from and within Canada, including connecting flights by the Company, the rules set out in the APPR are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with the APPR.

##### 1. Flight Delays, Cancellations, and Denial of Boarding

where a flight is delayed, cancelled or where 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 (a "Denial of Boarding") (flight delays, cancellations and Denial of Boarding are collectively referred to as a "Flight Disruption"), passengers may be entitled to specific standards of treatment, rebooking or a refund, and compensation as set out in (4)(B) and (C) here. The following is a summary of our terms and conditions in cases of a Flight Disruption.

###### (a) Notifying passengers of a known Flight Disruption

To keep our passengers informed during a Flight Disruption we will provide affected passengers with the following information, based on the information available to us:

- (i) The reason for the Flight Disruption;
- (ii) The compensation to which the passengers may be entitled for the inconvenience (if applicable);
- (iii) The standard of treatment for passengers (if any); and
- (iv) The recourse available to passengers against the Company, including their recourse to the Canadian Transportation Agency.

We strive to provide our passengers with new information as soon as feasible and will provide status updates every 30 minutes until a new departure time is set for the flight or alternative travel arrangements have been made pursuant to (1)(B) here.

###### (b) Providing services to minimize inconvenience

###### Alternate Travel Arrangements

In the event of a delay of three hours or more ("Extended Delay") , a flight cancellation, or a Denial of Boarding, we will assist our

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 44 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

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passengers in rebooking travel to their destination to complete their itinerary as soon as feasible. Specifically:

Where the Extended Delay, flight cancellation, or a Denial of Boarding occurs for reasons outside of our control as defined in the APPR and described below, we will provide our passengers, free of charge, with:

- (i) a confirmed reservation for the next available flight that is operated by us or our commercial partners, travelling on any reasonable air route from the airport where the passenger is located to their destination, and that departs within 48 hours of the end of the event that caused the Extended Delay, flight cancellation or Denial of Boarding; or if not available;
- (ii) a confirmed reservation for a flight that is operated by any air carrier, travelling on any reasonable air route from the airport where the passenger is located (or another airport within a reasonable distance) to their destination, and if the new departure is at a different airport, transportation to the other airport.

A Flight Disruption is outside of our control if caused by events, including but not limited to, 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, a security threat, airport operation issues, a medical emergency, a collision with wildlife, a labour disruption within the Company 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, or an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

Where an Extended Delay, a flight cancellation, or a Denial of Boarding, occurs for reasons within our control, (including situations required for safety purposes), we will provide passengers, free of charge, with:

- (i) a confirmed reservation on the next available flight that is operated by us or our commercial partners, travelling on any reasonable air route from the airport where the passenger is located to their destination, and that departs within 9 hours of the original departure time; or if not available;
- (ii) a confirmed reservation for a flight that is operated by any air carrier, travelling on any reasonable air route from the airport where the passenger is located to their destination, and that departs within 48 hours of their original departure time; or if not available;
- (iii) a confirmed reservation for a flight that is operated by any air carrier, travelling on any reasonable air route from an airport that is within a reasonable distance of the airport where the passenger is located to their destination, and transportation to the other airport.

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A Flight Disruption is within our control but required for safety purposes where the cause of the Flight Disruption is 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. In accordance with the APPR, we will provide alternate travel arrangements that are comparable to those on the original ticket in case of an Extended Delay, cancellation or Denial of Boarding. If the alternate travel arrangements provide for a higher class of service than the original ticket, we will not charge for the upgrade.

Information about compensation for an Extended Delay or cancellation is described in (4)(C) here.

If the alternate travel arrangements offered do not accommodate our passenger's travel needs, we will (a) in the case where a passenger is no longer at the point of origin indicated on the ticket and the travel no longer serves a purpose because of the Flight Disruption, refund the ticket and if necessary, return our passenger to his/her point of origin; and (b) in any other case, refund the unused portion of the ticket. Passengers who choose to take a ticket refund instead of alternate arrangements may be entitled to compensation in the amount of \$400 (CAD) if their ticket is refunded due to an Extended Delay or cancellation that is within the control of the Company (except where the Extended Delay or cancellation is required for safety purposes). In order to receive compensation, the passenger must file a request for compensation with the Company within 1 year of the Extended Delay or cancellation.

(c) Denial of Boarding Procedure

Before a Denial of Boarding, we ask passengers to volunteer to give up their seat. If we offer a benefit to our volunteer(s) in exchange for giving up his/her seat, we will provide written confirmation of the benefit before the flight departs.

Where a Denial of Boarding occurs, we will give priority for boarding to passengers in the following order:

- (i) unaccompanied minors;
- (ii) a person with a disability and their support person, service animal, or emotional support animal, if any;
- (iii) a passenger who is travelling with family members; and
- (iv) a passenger who was previously denied boarding on the same ticket.

\*The order of priority described above does not apply where the Denial of Boarding was caused by a situation outside of our control. We will make reasonable efforts not to cause a Denial of Boarding to a passenger who is already on board the aircraft but may do so where it is required for safety reasons. Information about compensation for Denial of Boarding is set out in (4)(B) here.

(d) Our Contingency Plan for Lengthy Tarmac Delays

Where a flight is delayed on a tarmac at a Canadian airport for

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three hours after the aircraft doors have been closed for take-off or after the flight has landed, we will allow passengers to disembark the aircraft.

\*The following cases are excluded: (1) where 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 the Company is able to continue providing passengers with the services described below; and (2) where it is not possible to provide an opportunity for passengers to disembark, including if it is not possible for reasons related to safety and security or to air traffic or customs control.

When allowing passengers to disembark, if feasible, we will give passengers with disabilities, and their support person, service animal or emotional support animal (if any) the opportunity to disembark first.

For all flights to, from and within Canada, in accordance with the APPR, we will use reasonable efforts to provide convenient and comfortable services to all customers in cases of tarmac delays. Specifically, we will provide passengers with the following, free of charge:

- (i) Access to lavatories in working order;
- (ii) Proper ventilation and cooling or heating of the aircraft;
- (iii) If it is feasible to communicate with people outside of the aircraft, the means to do so; and
- (iv) Food and drink, in reasonable quantities, taking into account the length of the delay, the time of day and the location of the airport.

## 2. Lost or Damaged Baggage

We will make reasonable efforts to ensure that all checked baggage is available as soon as possible after a passenger's flight arrives at the gate and to avoid damage to the checked baggage. In the unlikely event your baggage does not arrive at your destination with you, we will initiate a search and make reasonable efforts to return the baggage to you within 24 hours. In the further unlikely event that your baggage cannot be located or your baggage is damaged, we will pay compensation for lost or damaged baggage as required by applicable international agreements and according to our Conditions of Carriage. Moreover, in cases of lost (even temporarily) or damaged baggage, we will reimburse passengers for any fees paid for carrying such baggage."

## 3. Assignment of Seats to Children under the Age of 14 Years

We make every effort to ensure that children under the age of 14 years are assigned a seat in close proximity to their parent, guardian or tutor in accordance with the following chart at no additional cost:

| Age of child              | Seating provided                                                                                                                                     |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4 years of age or younger | Seat provided will be adjacent to parent, guardian, or tutor                                                                                         |
| 5 to 11 years of age      | Seat provided will be in the same row as the child's parent, guardian, or tutor and that is separated from the child's parent, guardian, or tutor by |

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|                       |                                                                                                                         |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------|
|                       | no more than one seat or the space of an aisle                                                                          |
| 12 or 13 years of age | Seat provided will be in a row that is separated from the row of the parent, guardian or tutor by no more than one row. |

\*Please note that while the Company does not charge an additional fee for children to be seated adjacent to their parent, guardian or tutor, the Company may still enforce a seat selection fee if applicable. On some flights, passengers, including children under the age of 14 years, may reserve a specified seat on a flight in advance. the Company aims to assign a seat to a child in close proximity to their parent, guardian or tutor before check-in. If we are unable to assign a child a seat in close proximity to their parent, guardian or tutor, we try to assign seats:

- (i) At the time of check-in, if possible;
- (ii) By asking for volunteers to change seats at the time of boarding; and
- (iii) By asking for volunteers to change seats before take-off.

We will make every effort to ensure that children under the age of 14 years are assigned a seat in close proximity to their parent, guardian or tutor.

(a) Providing services to minimize inconvenience resulting from a Flight Disruption

We make every effort to ensure our flights operate on time and passengers are not denied boarding. However, in case of a Denial of Boarding and in the case of a delay or cancellation where passengers are informed of the delay or cancellation less than 12 hours before the departure and have waited two hours after the original departure time, we will provide the following treatment, free of charge:

- (i) 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
- (ii) Access to a means of communication.

\*The following cases, however, are excluded: (1) where providing the services above would further delay the passenger; and (2) where the Flight Disruption was due to "situations outside the carrier's control" as defined in section 10(1) of the APPR (described above in (1)(B) here).

The Company will provide overnight accommodations (hotel or comparable) including round trip transportation from the airport to the hotel or other accommodation, if the Company expects the passenger will be required to wait overnight for a flight reserved or as part of the alternate travel arrangements, in cases where the Extended Delay, cancellation or Denial of Boarding was within the Company's control, including situations required for safety reasons.

(b) Compensation for Denial of Boarding

In the event that a passenger is denied boarding, and the cause of the Denial of Boarding was within our control (excluding situations within our control but required for safety purposes), affected passengers may be entitled to compensation, calculated based on

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your arrival time at destination, as follows:

| Length of Delay       | Amount (CAD) |
|-----------------------|--------------|
| Less than 6 hours     | \$ 900       |
| Between 6 and 9 hours | \$1,800      |
| 9 hours or more       | \$2,400      |

(c) Compensation for Delay or Cancellation

If a flight delay or cancellation is within our control (excluding situations within our control but required for safety purposes) and passengers have been informed of the delay or cancellation 14 days or less before their original departure time, affected passengers may be entitled to compensation, calculated based on your arrival time at destination, as follows:

| Length of Delay       | Amount (CAD) |
|-----------------------|--------------|
| Between 3 and 6 hours | \$400        |
| Between 6 and 9 hours | \$700        |
| 9 hours or more       | \$1,000      |

In order to receive compensation, you must file a request for compensation with the Company within 1 year of the flight delay or cancellation.

(d) Refunds

The Company will issue the refund to the person who originally purchased the Ticket, using that person's original payment method, in accordance with the provisions of the APPR.

(e) Recourse

If passengers believe that they have received unfair treatment from the Company, they may contact us on our website. They may also submit an air travel complaint to the Canadian Transportation Agency online.

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#### Rule 45 Interline Baggage Acceptance<sup>†A</sup>

##### (A) Interline baggage rules for Canada and the United States

###### 1. Applicability

This rule is applicable to all interline itineraries issued on a single ticket whose origin or ultimate ticketed destination is in Canada or the United States. It establishes how the carrier will determine which carrier's baggage rules apply to any passenger's entire interline itinerary."

###### 2. General

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 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.

###### 3. Baggage rule determination by selecting carriers checked baggage. The selecting carrier will:

(a) select and apply its own baggage rules to the entire interline itinerary, or;

(b) select the most significant carrier, as determined by IATA resolution 302 and conditioned by the Canadian Transportation Agency, in order for that carrier's baggage rules, as established in its tariff, to apply to the entire interline itinerary. The carrier identified by means of (a) or (b) will be known as the selected carrier. If the Company is selecting carrier, the Company rules will be applied to the entire interline itinerary.

###### 4. Baggage rule application by participating carrier where the carrier is not the selected carrier on an interline itinerary but is a participating carrier that is providing transportation to the passenger based on the ticket issued, the carrier will apply as its own the baggage rules of the selected carrier throughout the interline itinerary.

###### 5. Disclosure of baggage rules

Summary page at the end of an online purchase and e-ticket disclosure

"(a) For baggage rules provisions related to a passenger's 1st and 2nd checked bag and the passenger's carry-on baggage (i.e. the passenger's "standard" baggage allowance), when the Company sells and issues a ticket for an interline itinerary, the Company 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

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 45 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

<sup>A</sup> Tracked changes applicable to/from the United States and annotated throughout the entirety of Rule 45 are effective May 20, 2026, pursuant to Docket OST-1997-2050.

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to the passenger itinerary as set out in paragraph (b) below. The disclosed information will reflect the baggage rules of the selected carrier.

- (b) the Company will disclose the following information
  - (i) Name of the carrier whose baggage rules apply;
  - (ii) Passenger's free baggage allowance and/or applicable fees;
  - (iii) Size and weight limits of the bags, if applicable;
  - (iv) Terms or conditions that would alter or impact a passenger's standard baggage allowances and charges (e.g. frequent flyer status, early check-in, pre-purchasing baggage allowances with a particular credit card)
  - (v) Existence of any embargoes that may be applicable to the passenger's itinerary; and,
  - (vi) Application of baggage allowances and charges (i.e. whether they are applied once per direction or if they are applicable at each stopover point).
- (c) the Company 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).

(B) Interline baggage rules for countries/regions other than Canada and the United States

1. Applicability

This rule is applicable to all interline itineraries issued on a single ticket whose origin and ultimate ticket destination is not in Canada and the United States."

2. Baggage rule determination

Unless otherwise agreed the following baggage provisions selection process should apply for interline journeys"

- (a) Baggage provisions are defined as free baggage allowance rules and baggage charges.
- (b) For the purpose of baggage provisions selection, the following 4 step process should apply for interline journeys:
  - Step 1: if the published baggage provisions among all participating carriers are the same; these provisions will apply.
  - Step 2: where the one or more published baggage provisions differ between participating carriers, apply any common provisions and where provisions differ the published baggage provisions of the most significant carrier (MSC). (In case of code share flights this will be the operating carrier, unless that carrier publishes a rule stipulating that it will be the marketing carrier).
  - Step 3: if the MSC does not publish baggage provisions for the journey concerned, apply the published baggage provisions of the carrier accepting the baggage at check-in.
  - Step 4: if the carrier accepting the baggage at check-in does not publish baggage provisions for interline journey concerned, apply the published baggage provisions of each operating airline sector-by-sector. "
- (c) the most significant carrier (MSC)
  - MSC is"
    - (i) For travel between two or more IATA areas, the carrier performing carriage on the first sector that crosses from one

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area to another. Exception: IATA area 123 only, the carrier providing carriage on the first sector that crosses between IATA area 1 and IATA area 2.

(ii) For travel between IATA tariff sub-areas, the carrier performing carriage on the first sector that crosses from one sub-area to another.

(iii) For travel within an IATA tariff sub-area, the carrier performing carriage on the first international sector.

(C) web site disclosure

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

(a) The maximum weight and dimensions of passenger bags, if applicable, both checked and unchecked;

(b) The number of checked and unchecked passenger bags that can be transported and the applicable charges;

(c) Excess and oversized baggage charges;

(d) Charges related to check in, collection and delivery of checked baggage;

(e) Acceptance and charges related to special items, e.g. surf boards, pets, bicycles, etc.;

(f) Baggage provisions related to prohibited or unacceptable items, including embargoes;

(g) Terms or conditions that would alter or impact the baggage allowances and charges applicable to passengers (e.g. frequent flyer status, early check-in, pre-purchasing baggage allowances with a particular credit card); and,

(h) Other rules governing treatment of baggage at stopover points, including passengers subject to special baggage allowances or charges, etc.

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#### Rule 46 Acceptance of Musical Instruments<sup>†</sup>

1. A passenger is permitted to carry a violin, guitar, or other small musical instrument in the aircraft cabin, without charging the passenger a fee in addition to any standard fee that carrier may require for comparable carry-on baggage, if
  - (a) The instrument can be stowed safely in a suitable baggage compartment in the aircraft cabin or under a passenger seat, in accordance with the current the Company's carry-on size requirements; and
  - (b) There is space for such stowage at the time the passenger boards the aircraft.
2. If there is no space available in the cabin to securely store the musical instruments, or if deemed required by airline staff, the musical instruments may need to be gate checked. Musical instruments must always be packaged in a rigid/hard shell ner designed to ship such items. For string instruments, customers are responsible for ensuring that the strings are loosened so that tension is reduced on the top and neck of the instrument.
3. If musical instruments are checked in separately, a musical instrument counts as one piece of baggage towards the maximum number of checked bags allowed by fare type. If passenger's bag count (musical instrument plus number of other bags to be checked) exceeds maximum number of items allowed by fare type, additional checked baggage charges will apply.

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 46 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

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#### Rule 47 Excess Baggage Charge<sup>†</sup><sup>Δ</sup>

##### (A) Excess baggage charge

1. Charges apply for excess and oversize/overweight baggage and these charges apply each way (i.e., based on a one-way trip) and are cumulative (i.e., baggage that is excess and also oversized and/or overweight will be subject to both excess baggage and oversize/overweight baggage charges).

##### (a) Oversize/overweight baggage charges (independently assessed) for travel within Japan

Depending on passenger itinerary and ticket type, passengers with checked baggage weighing more than 50 pounds (23 kg) and not exceeding 70 pounds (32 kg) will be charged at the rate of 1,000 JPY per piece, and baggage exceeding 70 pounds (32 kg) but less than 100 pounds (45 kg) will be charged 5,000 JPY per piece.

These charges are in addition to any charge assessed for additional or oversized baggage. Passengers with checked baggage exceeding 62 linear inches (158 cm) (total length plus width plus height) will be charged at the rate of 5,000 JPY per piece."

##### (b) Oversize/overweight baggage charges (independently assessed) for travel between IATA area1 and IATA area 3 or IATA area2 and IATA area3

Depending on passenger itinerary and ticket type, passengers with checked baggage weighing more than 50 pounds (23 kg), but not exceeding 70 pounds (32 kg) will be charged at the rate of 60 USD in USA, 60 CAD in Canada, 6,000 JPY in Japan, 45 EUR in Europe or local currency which is equivalent to 60 USD at the banker's rate of exchange in other countries per piece, and checked baggage exceeding 70 pounds (32kg), but less than 100 pounds (45kg), will be charged at the rate of 200 USD in USA, 200 CAD in Canada, 20,000 JPY in Japan, 150 EUR in Europe or local currency which is equivalent to 200 USD at the banker's rate of exchange in other countries per piece. These charges are in addition to any charge assessed for additional or oversized baggage. Passengers with checked baggage exceeding 62 linear inches (158cm) (total length plus width plus height) will be charged at the rate of 200 USD in USA, 200 CAD in Canada, 20,000 JPY in Japan, 150 EUR in Europe or local currency which is equivalent to 200 USD at the banker's rate of exchange in other countries per piece.

##### (c) Excess baggage charges (independently assessed) for travel within Japan

Depending on passenger itinerary and ticket type, passengers with checked baggage in excess of the baggage allowance, which does not weigh more than 50 pounds (23 kg) and does not exceed 62

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 47 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

<sup>Δ</sup> Tracked changes applicable to/from the United States and annotated throughout the entirety of Rule 47 are effective May 20, 2026, pursuant to Docket OST-1997-2050.

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linear inches (158 cm) will be charged at the rate of 5,000 JPY per piece.

- (d) Excess baggage charges (independently assessed) for travel between IATA area 1 and IATA area 3 or IATA area 2 and IATA area 3
- Depending on passenger itinerary and ticket type, passengers with checked baggage in excess of the baggage allowance, which does not weigh more than 50 pounds (23 kg) and does not exceed 62 linear inches (158 cm) will be charged at the rate 200 USD in USA, 200 CAD in Canada, 20,000 JPY in Japan, 150 EUR in EUROPE or local currency which is equivalent to 200 USD at the banker's rate of exchange in other countries per piece. "
2. Excess and/or oversize/overweight baggage charges will apply from the point at which baggage is accepted for transportation to the point at which baggage is checked or transported in the passenger compartment. Baggage connecting to other airlines also may be subject to the connecting airline's excess and/or oversize/overweight baggage charges, in addition to the Company's excess and/or oversize/overweight baggage charges.

(B) Animals

Accompanied animal will be assessed below:

Between IATA area 1 and IATA area 3 or IATA area 2 and IATA area 3: 400 USD in USA, 400 CAD in Canada, 40,000 JPY in Japan or local currency which is equivalent to 400 USD at the banker's rate of exchange in other countries.

Within IATA area 1, IATA area 2, T IATA area 3 except within Japan: 250 USD in USA, 250 CAD in Canada, 25,000 JPY in Japan, 250 EUR in EUROPE or local currency which is equivalent to USD 250 at the banker's rate of exchange in other countries. Within Japan: JPY 5,000.

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#### Rule 48 Standard Format of Electronic Rules<sup>†</sup><sup>Δ</sup>

##### Rule Title/Application (Category 50)

This category contains the rule title and defines the application of the rule. It will be used to indicate the geographical application of the rule, type of service (first, coach, etc.), type of transportation (one way or round trip), type of journey (single open jaw, round trip, etc.) and applicability for use with joint fares, tour fares and group fares. Provisions for capacity limitations, general rules which are not applicable and miscellaneous information which is not category specific will also appear here. This category will appear with every rule with at least the rule title.

##### Eligibility (Category 1)

Intentionally left blank

##### Day/Time (Category 2)

Intentionally left blank

##### Seasonality (Category 3)

Intentionally left blank

##### Flight Application (Category 4)

Intentionally left blank

##### Advance Reservations/Ticketing (Category 5)

(Not applicable to normal unrestricted fares) this paragraph includes, where required, provisions for advance reservations, purchase of special fare tickets prior to commencement of travel and any special method of ticket issuance, requirement for advance payment and/or ticketing, or receipt of documents needed prior to ticketing.

##### Minimum Stay (Category 6)

###### 1 Stated in days:

As used herein, the minimum stay period means the number of days, counting from the day after commencement of travel from the point of origin to the earliest day return travel for the transpacific sector may commence.

###### 2 Stated in months:

As used herein, the minimum stay period means the number of months, counting from the day of commencement of travel from the point of origin to the earliest day return travel for the transpacific sector may commence.

###### 3 When daily scheduled service is not provided between the points concerned, the passenger may travel on the date immediately preceding the minimum stay period.

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 48 are effective May 20, 2026, pursuant to Order Number 2021-A-3 of the CTA.

<sup>Δ</sup> Tracked changes applicable to/from the United States and annotated throughout the entirety of Rule 48 are effective May 20, 2026, pursuant to Docket OST-1997-2050.

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Maximum Stay (Category 7)

1 Stated in months:

As used herein, the maximum stay period means the number of months, counting from the day of commencement of travel from the point of origin, to the last day travel may commence from the last stopover point.

2 When daily scheduled service is not provided between the points concerned, the passenger may travel on the date immediately following the maximum stay period.

Stopovers (Category 8)

1 Unless otherwise stated in the fare rule, stopovers are permitted.

2 Where a transit point is used as the origin/destination of a side trip, it shall be deemed a stopover point.

Transfers (Category 9)

Intentionally left blank

Permitted Combinations (Category 10)

This paragraph includes, where applicable, provisions governing the combination with published arbitraries and/or other fares. This paragraph may also include additional provisions for the combination of 50 percent of a published round trip fare with another fare to construct RT/CT/OJ transportation.

Note: Unless otherwise specified, only OW/RT normal fares may be used to construct round-the-world fares.

Blackout Dates (Category 11)

Intentionally left blank

Surcharges (Category 12)

Intentionally left blank

Accompanied Travel (Category 13)

Intentionally left blank

Travel Restrictions (Category 14)

Intentionally left blank

Sales Restrictions (Category 15)

Intentionally left blank

Penalties (Category 16)

1 Rerouting means any change of route, carrier, type of aircraft, class of service or validity which would require a ticket reissuance due to a change of fare or a change of ticketed points with or without a change of fare.

2 Rebooking means any change of carrier, type of aircraft, class of service, flight, date, or validity for which the ticket reissuance is not required.

3 Unless otherwise stated in the fare rule, rerouting/rebooking provisions apply only within ticket deadline.

4 If there are limitations on the number of transfers, each stopover

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utilizes one of the transfers permitted.

Higher Intermediate Point (Category 17)

Intentionally left blank

Ticket Endorsements (Category 18)

Intentionally left blank

Children's Discounts (Category 19)

Except as otherwise indicated, rule 200 (children's and infants' fares) is applicable to fares governed by this rule.

Tour Conductor Discounts (Category 20)

intentionally left blank

Agent Discounts (Category 21)

intentionally left blank

All Other Discounts (Category 22)

Intentionally left blank

Miscellaneous Provisions (Category 23)

Intentionally left blank

(Category 24)

Currently not available

(Category 25)

Currently not available

Groups (Category 26)

1 Group size

A minimum group size refers to the minimum number of passengers required to form a group, which will permit the use of a particular fare. Unless otherwise specified in the fare rule, in order to determine the minimum group size, two children each paying at least 50 percent of the applicable group fare will be counted as one member of the group.

2 Group travel requirements

(Applicable to group inclusive tour fares) unless otherwise specified in the governing fare rule, all members of the travel group must travel together as a single group on the same flight(s) for the entire itinerary. Should lack of seating accommodation or other operating conditions prevent the group from traveling together, the carrier may transport some members of the group on the next preceding or succeeding flight on which space is available.

3 Documentation

(a) Written application shall be in the form required by the issuing carrier, setting forth the names and total number of passengers, the inclusive tour code number, and shall be signed by either the applicant, tour operator or a single passenger sales agent (also referred to as the "travel organizer"). Such application shall be submitted to the "issuing carrier" (the carrier whose tickets are to be issued) prior to the commencement of outbound

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travel.

- (b) There must be vouchers specifying sleeping accommodations and vouchers specifying sightseeing tours and other features of the tour. Such documentation, including those for ground transportation, must be available for inspection during check-in prior to commencement of the outward transpacific portion of travel.

#### Tours (Category 27)

##### 1 Tour features

Unless otherwise indicated in a particular rule, the fares shall apply only as a part of an inclusive tour. In addition to air transportation, the inclusive tour must include in the published price and appropriate tour literature, features or options as specified below which must be paid for prior to commencement of the tour.

- (a) Sleeping accommodations for the total duration of the round, circle, single or open jaw trip, in hotels, motels (including commercially operated mobile/immobile caravan/trailers), in commercially operated pensions or tents. Sleeping accommodations may be provided on means of public transportation, provided that such transportation and sleeping accommodations are featured in approved tour literature.
- (b) A program of one or more of the following for at least half of the number of days in the total trip:
  - (i) Sightseeing,
  - (ii) Entertainment feature,
  - (iii) Motor coach trips,
  - (iv) Rail trips, or
  - (v) Car rentals (not to include the purchase of cars)
- (c) Modification to approved air itineraries shall be permitted only when and to the extent modification of the itinerary of the entire travel group is necessitated by circumstances beyond the control of the tour operator. Other revisions to the approved air itineraries will be considered as cancellation of previously confirmed space and the provisions outlined in rule 90 (refunds) and in the applicable fare rule shall apply.

##### 2 Minimum tour price

the term "minimum tour price" shall be understood to mean the minimum selling price of the tour per passenger. This will include:

- (a) The minimum selling price of the inclusive tour, normally expressed as the applicable inclusive tour fare plus a specific dollar amount. The price of such tour features or options may not be less than the amount specified in the particular fare rule.
- (b) Any increase in the minimum selling price due to extra days of stay en route.

#### Visit Another Country (Category 28)

Intentionally left blank

#### Deposits (Category 29)

Intentionally left blank