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Carrier: KLM - KL

CTA No. 311 DOT No. 853

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[Title Page](#)

Airline Tariff Publishing Company, Agent
International Passenger Rules and Fares

Tariff No. KL2

containing
Local Rules, Fares & Charges
on behalf of

KLM

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.

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Issued by:
Alex Zoghlin, President
Airline Tariff Publishing Company, Agent

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Rule 1 Definitions

Within these conditions and except as otherwise provided for herein, the following terms are used with the meaning given below:

Act means the Canada Transportation Act.

Actual Carrier means the carrier actually making the flight.

Add-on-fare see "Arbitrary".

Adult means a person who has reached his/her 12th birthday as of the date of commencement of travel.

Africa means the area comprised of all the countries on the continent of Africa, other than Algeria, Morocco, Sudan, Tunisia, and Egypt, but including the following islands: Cape Verde, Comoro, Fernando Poo, Malagasy, Mauritius, Réunion, Sao Tome and Seychelles.

Agency means the Canadian Transportation Agency

Agent means an entity appointed by the carrier to make sales on its behalf.

Agreed stopping place means a scheduled stop by the carrier which is located between the place of departure and the place of destination as shown in the schedules.

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

"APPR" means the Air Passenger Protection Regulations

Area 1 (TC1) means the areas comprising of the North and South American continents, central America and the adjacent islands: Greenland, Bermuda, the West Indies and the islands of the Caribbean seas, the Hawaiian islands (including Midway and Palmyra). See also areas of the world and area 1: sub areas, below.

Area 2 (TC2) means all of Europe including that part of the Russian Federation in Europe, and adjacent islands; Iceland, the Azores and Madeira, Balearic and Canary Islands, all of Africa and adjacent islands, Ascension Island, that part of Asia lying west of Urals and including Iran and the Middle East as defined below.

Area 3 (TC3) means the areas comprising of Asia and the adjacent islands except that portion included in area 2; all of the East Indies, Australia, New Zealand and the adjacent islands; the islands of the Pacific Ocean except those included in area 1.

Around the World fares means Circle Trip fares which apply to continuous eastbound or westbound travel via both the Atlantic and Pacific Oceans, commencing from and returning

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to the same point.

Arrival means the time when one of the doors of an aircraft is opened after it lands to allow passengers to leave the aircraft

Asia means the areas comprising of Afghanistan, Bangladesh, Bhutan, Brunei Darussalam, Cambodia, China (Excluding Hong Kong Sar and Macao Sar), Chinese Taipei, Guam, Hong Kong Sar (China), India (Including Andaman Islands), Indonesia, Islands of Pacific Ocean In Area 3 North of The Equator (Except Gilbert Islands In Kiribati), Japan, Kazakhstan, Korea, Kyrgyzstan, Laos (Peoples Democratic Republic), Macau Sar (China), Malaysia, Maldives, Marshall Islands, Micronesia (Includes Caroline Islands Except Palau Islands Group), Mongolia, Myanmar, Nepal, Northern Mariana Islands (Includes Mariana Islands Except Guam), Palau, Pakistan, Philippines, Russia (In Asia), Singapore, Sri Lanka, Tajikistan, Thailand, Timor Leste, Turkmenistan, Uzbekistan, Vietnam.

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

ATPDR means the Accessible Transportation for Persons with Disabilities Regulations

ATR means the Air Transportation Regulations

Authorized agent means an individual or legal entity that is authorized by the carrier to represent the carrier in the sale of passenger transportation over the service of the carrier or over the service of another carrier if said agent is so authorized.

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

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

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

Beneficiary (see person entitled to compensation)

Benelux means the areas comprising of Belgium, Netherlands, Luxembourg.

British territories in the western hemisphere means the areas comprising of Anguilla, Cayman Islands, Montserrat, Beef Island, Bermuda.

Caribbean means the areas comprising of Anguilla, Antigua and Barbuda, Aruba, Barbados, Cayman Islands, Cuba, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Montserrat, Netherlands Antilles, St. Kitts-Nevis, Saint Lucia, St. Vincent and The Grenadines, Trinidad and Tobago, Turks and Caicos Islands, Virgin Island (British).

Note: For Mid-Atlantic travel, the following countries are also considered as part of the Caribbean:
French Guiana, Guyana, Surinam.

Carriage means carriage of passenger and/or baggage, gratuitously or for reward.

Carrier means KLM and/or any other carrier, for which the airline designator code appears on the ticket or on a conjunction ticket.

Central Africa means the areas comprising of Malawi, Zambia, Zimbabwe.

Central America means the areas comprising of Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua.

Charter contract means the operation whereby the contracting carrier (contractual carrier) instructs another carrier (operating carrier) to perform all or part of the carriage pursuant to a charter agreement and also means the commercial agreement whereby any third party (for example a tour operator) or KLM acting as a tour operator has concluded an agreement with the passenger or another person and entrusts the carrier with performing all or part of the carriage in connection with package travel, package holidays and package tours, including under EC directive 90/314. The "contractual carrier" in this respect is the charterer or tour operator who as a principal enters into an agreement for carriage with the passenger or another person.

Charter ticket means a ticket, in electronic form or otherwise, issued pursuant to a charter contract.

Checked baggage means baggage of which the carrier has agreed to take custody and for which a baggage identification form has been issued.

Check-in deadlines (CID) means the time limit, as specified for each flight and before which passengers must have carrier out their check-in formalities and received their boarding card or pass.

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Confirmed reservation means that the passenger has a ticket which contains

- (a) In the case of a paper ticket, a specification of the number, date and time of the flight and the notation "ok" in the appropriate space, or;
- (b) In the case of an electronic ticket or paperless transport document, an indication that the reservation has been registered and confirmed.

Conjunction ticket means a ticket issued to a passenger in conjunction with another ticket, which together constitute a single contract of carriage.

Continental U.S.A. means the District of Columbia and all the states of the United States other than Alaska and Hawaii.

Contract of carriage means the declarations and provisions attached to the ticket and to the travel memo (itinerary and receipt) and these general conditions of carriage as well as notices to passengers.

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

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

Coupon means a paper flight coupon or an electronic coupon, each of which bears the name of the passenger.

Curbside zone means an area that is located outside of a terminal where passengers are picked up or dropped off and that is owned, operated, leased or otherwise controlled by the terminal operator. Damage includes death, bodily injury to a passenger, damage due to delay, partial loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by carrier incidental thereto.

Days mean the calendar days that include the seven days of the week, if being understood that in the event of notice being issued, the dispatch day is not included and that, in order to determine the validity of a ticket, the date of ticket issue or the flight departure date are not counted. Down line carrier means any carrier, other than the selecting carrier, who is identified as providing interline transportation to the passenger by virtue of the passenger's ticket marketing.

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

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

Eastern Africa means the area comprising of Burundi, Djibouti, Ethiopia, Kenya, Rwanda, Somalia, Tanzania and Uganda.

Eastern hemisphere means the area comprising of areas 2 and 3.

ECAA European common aviation area means the countries of Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom and Switzerland.

Electronic coupon means an electronic flight coupon or any other document that has the same value, which is stored in digital format in the carrier's computerized reservation system.

Electronic ticket means the ticket saved by the carrier or at its request by a computerized reservation system and that is evidenced by the travel memo (also called the itinerary and receipt), issued by the carrier or in its name, the electronic flight coupon or any other document that has the same value.

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

Europe means the area comprising of Albania, Algeria, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark and Faroe Islands,, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia FYROM, Malta, Monaco, Republic of Moldova, Morocco, Montenegro, Netherlands, Norway, Poland, Portugal (Including Azores and Madeira), Romania, Russian Federation (West of The Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (Including Balearic and Canary Islands), Svalbard and Jan Mayen Islands, Sweden, Switzerland, Tunisia, Turkey, Ukraine and United Kingdom.

Fares means the fares, charges, levies, costs, taxes (whether or not imposed by governments), fare conditions and/or the conditions of carriage of the carrier whether or not filed by the carrier with the governments that require this (including but not limited to the tariff regulations as applicable in the United States of America and Canada).

Flight coupon means the portion of the ticket identified as being "valid for carriage" or, for electronic tickets, the electronic

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coupon that shows the exact points between which the passenger must be carried.

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

Freedom rights

- (1) Third freedom The right to deplane traffic in the foreign country that has been enplaned in the home country of the carrier.
- (2) Fourth freedom The right to enplane traffic in the foreign country that is bound for the home country of the carrier.
- (3) Fifth freedom The right to enplane traffic in one foreign country and to deplane traffic in another foreign country.

Gulf states means the area comprising of Bahrain, Oman, Qatar and United Arab Emirates.

IATA (international air transport association) means the international air transport association, created in April 1945 in Montreal, the purpose of which is to encourage the development of safe, regular and economical air carriage and to promote air services and study the problems related thereto.

Iberian peninsula means the areas comprising of Gibraltar, Portugal (Including Azores and Madeira) and Spain (Including Balearic and Canary Islands).

Indian Ocean islands means the areas comprising of Comoros, Madagascar, Mauritius, Mayotte, Reunion and Seychelles.

Interior flight or domestic flight means any flight for which the departure and arrival town are within the same state, within territorial continuity.

International agreements (IIA and MIA) of the International Air Transport Association (IATA) means the inter-carrier agreements on the liability of air carriers, signed on October 31, 1995 in Kuala Lumpur (IIA) and April 3, 1996 in Montreal (MIA), which are applicable to carriers that have been members of the international air transport association (see IATA) since April 1, 1997, and that are included in the legal scope of the international sources of law on carrier liability.

Interline agreement means an agreement between two or more carriers to co-ordinate the transportation of passengers and their baggage from the flight of one air carrier to the flight of another air carrier through to the next point of stopover. Interline itinerary means all flights reflected on a single ticket involving multiple air carriers. Only travel on a single ticket is subject to the agency's

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approach provided the origin or the ultimate ticketed destination is a point in Canada.

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

International flight means, as defined by the convention, any flight for which the place of departure and place of destination and, possibly, the stopover, are located on the territory of at least two states that are parties to the convention, notwithstanding agreed stopping places or aircraft changes, or within a single state if a stopover is scheduled in another state regardless of whether said other state is or is not party to the convention.

Involuntary refunds means any refund made in the event the passenger is prevented from using all or a portion of their ticket in situations set out in Rule 85, Schedule Irregularities, Delays and Cancellations of Flights - within the carrier's control and within the carrier's control but required for safety purposes, as well as outside the carrier's control, or Rule 87, Denied Boarding - within the carrier's control and within the carrier's control but required for safety purposes. Itinerary and receipt (see travel memo)

KLM means the limited liability company Koninklijke Luchtvaart Maatschappij N.V., incorporated under the laws of the Netherlands, having its statutory seat and registered office in (1182 GP) Amstelveen, the Netherlands at the Amsterdamseweg 55, registered under number 33014286 in the trade register of the chamber of commerce and industry, Amsterdam, the Netherlands.

large carrier means a carrier that has transported a worldwide total of two million passengers or more during each of the two preceding calendar years.

Levant mean the area comprising of Syrian Arab Republic, Jordan and Lebanon.

Marketing carrier means the carrier that sells flights under its code.

mechanical malfunction means a mechanical problem that reduces the safety of passengers but does not include a problem that is identified further to scheduled maintenance undertaken in compliance with legal requirements

Mid-Atlantic area means the areas comprising of Anguilla, Antigua and Barbuda, Aruba, Bahamas, Barbados, Bermuda, Belize, Bolivia, Cayman Islands, Colombia, Costa Rica, Cuba, Dominica, Dominican Republic, Ecuador, El Salvador, French Guiana, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Martinique, Montserrat, Netherlands Antilles, Nicaragua, Panama, Panama Canal Zone, Peru, St. Kitts-Nevis, Saint Lucia, St. Vincent and The Grenadines, Surinam, Trinidad and Tobago, Turks and Caicos Islands, Venezuela, Virgin Island (British).

Middle east means the area comprising of Bahrain, Egypt, Iran, Iraq, Israel, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, Sudan, Syrian Arab Republic, United Arab Emirates (comprised of Abu Dhabi,

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Ajman, Dubai, Fujairah, Ras Al Khaimah, Sharjah, Umm Al Quwain),
Yemen.

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

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

Most significant carrier (MSC) - IATA resolution 302 as conditioned by the agency

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

North America means the areas comprising of Alaska, Canada, Continental U.S.A., Hawaii, Mexico, St. Pierre and Miquelon. North Atlantic Area Means The Areas Comprising of Canada, Mexico, U.S.A. (Including Hawaii and Alaska, Puerto Rico and U.S. Virgin Islands, St. Pierre and Miquelon But Excluding Canal Zone, American Samoa, Canton, Guam, Midway and Wake Islands).

North/Central Pacific means any point in area 3 except those areas defined as South West Pacific, when carriage is via the Pacific Ocean.

Northern south America means the area comprising of Bolivia, Colombia, Venezuela, Ecuador, Peru, operating carrier means the carrier that operates the actual flight.

Overbooking means a flight where the number of passengers holding a confirmed reservation and presenting themselves for check-in within the required time limit and as stipulated exceeds the number of available seats.

Passenger(s) mean(s) any persons, except members of the crew, carried or to be carried and who is/are in possession of a ticket.

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

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Passenger coupon or passenger receipt means the portion of the ticket, issued by the carrier or in its name, which is identified as such and must be retained by the passenger.

Passenger with reduced mobility means any person whose mobility is reduced when using transport because of any physical disability (sensory or locomotory, permanent or temporary), intellectual impairment, age or any other cause of disability, and whose situation needs special attention and adaptation to the person's needs of the services made available to all passengers.

Person entitled to compensation means the passenger or any person who can claim compensation on behalf of said passenger, in accordance with the applicable law.

Place of departure means the departure point from which travel initially commences as shown on the ticket (for example airport, railway station or such other departure point shown on the ticket).

Place of destination means the arrival point where the passenger reaches his ultimate stopping place as shown on the ticket (for example airport, railway station or such other arrival point shown on the ticket).

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

Reservation means that a passenger holds a ticket, or other proof, which states that the reservation has been accepted and recorded by the carrier.

Scandinavia means the areas comprising of Denmark, Norway, Sweden.

Schedules or schedule indicators mean the list of departure and arrival times for the flight, as shown in the schedule guides published by the carrier, or under its authority, or as brought to the attention of the public by electronic means.

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

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

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

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

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

South Asian Subcontinent means the areas comprising of Afghanistan, Bangladesh, Bhutan, India (Including Andaman Islands), Maldives, Nepal, Pakistan, and Sri Lanka.

South East Asia means the area comprising of Brunei, Darussalam, Cambodia, China, (excluding Hong Kong Sar and Macao Sar), Chinese Taipei, Guam, Hong Kong Sar (China), Indonesia, Kazakhstan, Kyrgyzstan, Laos (Peoples Democratic Republic), Macao Sar (China), Malaysia, Marshall Islands, Micronesia, Mongolia, Myanmar, Northern Mariana (Islands, Palau, Philippines, Russia (In Asia, Singapore, Tajikistan, Thailand, Timor Leste, Turkmenistan, Uzbekistan, Vietnam.

Southern Africa means the areas comprising of Botswana, Lesotho, Mozambique, Namibia, South Africa and Swaziland. South West (South) Pacific Means The Ares Comprising of American Samoa, Australia, Cook Islands, Fiji Islands, French Polynesia, Kiribati, Nauru, New Caledonia, New Zealand, Niue, Norfolk Islands, Papua New Guinea, Pitcairn Island, Samoan Islands, Solomon Islands, Tonga, Tuvalu, Vanuatu, Wallis and Futuna Islands.

Special declaration of interest means the declaration made by the passenger when handing over the baggage to be checked, which specifies a value that is higher than that fixed as a liability limit by the convention, against payment of a surcharge.

Special drawing right (SDR) means a unit of account of the international monetary fund (IMF) the value of which is periodically defined by the IMF on the basis of the listed prices of several reference currencies.

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Stopovers mean the points, with the exception of the place of departure and place of destination, shown on the ticket or mentioned in the schedules as stopovers planned on the passenger's itinerary.

Summary page at the end of an online purchase means a page on a carrier's web site which summarizes the details of a ticket purchase transaction just after the passenger has agreed to purchase the ticket from the carrier and has provided a form of payment.

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

Third party charge means, in relation to an air service or an optional incidental service, any tax or prescribed fee or charge established by a government, public or airport authority or agent or mandatary of a government or public or airport authority, that upon the purchase of the service is collected by the carrier or other seller of the service on behalf of the government, public or airport authority or the agent or mandatary for remittance to it.

Ticket means a document which may be completed by a baggage check or an identification form for checked baggage, or by equivalent means in a dematerialized form, including electronic, that is issued or authorized by the carrier or its authorized agent. The ticket evidences the contract of carriage, includes the flight coupons, the passenger coupons, notices to passengers and incorporates these general conditions of carriage.

Travel memo (or also itinerary and receipt) means one or more documents that the carrier issues to the passenger, where the passenger uses an electronic ticket that bears his/her name, information on the flight and notices to passengers. The travel memo may also be termed "itinerary and receipt".

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

Unchecked baggage or "cabin baggage" means all baggage, including personal items, other than checked baggage. This unchecked baggage remains in the custody of the passenger.

United kingdom (or UK) means the areas comprising England, Scotland, Wales the Isle of Man, Northern Ireland and the Channel Islands.

U.S. territories means the overseas territories of the United States of America including but not limited to American Samoa, Baker Island, Guam, Howland Island, Jarvis Island, Johnson Atoll, Kingman Reef, Midway Island, Northern Mariana Island, Saipan, Swains Islands, Pacific Trust Territories, Palmyra Islands, Panama Canal Zone, Wake Island.

U.S.A. means the area comprised of the fifty states, the District of Columbia, Puerto Rico and US Virgin Islands.

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Western Africa means the areas comprising of Angola, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Congo (Brazzaville) Congo (Kinshasa), Cote D' Ivoire, Equatorial Guinea, Gabon, Gambia, Ghana, Guinea, Guinea Bissau, Liberia, Mali, Mauritania, Niger, Nigeria, Sao Tome and Principe, Senegal, Sierra Leone, Togo, Zaire.

Western Hemisphere means the area comprising of area 1.

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Rule 2 Standard Format of Electronic Rules

Application and other conditions

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 (Business, Economy), 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)
Fares designated as midweek apply for travel on international flights operating Mondays, Tuesdays, Wednesdays, and Thursdays.
Fares designated as weekend apply for travel on international flights operating on Fridays, Saturdays and Sundays. The statement "normal provisions apply" will appear in this paragraph unless an exception exists, in which case, the appropriate midweek/weekend periods will be specified in the applicable fare rule.

Seasonality (Category 3)
Intentionally left blank

Flight application (Category 4)
Intentionally left blank

Advance reservations/ticketing (Category 5)
Intentionally left blank

Minimum stay (Category 6)
Intentionally left blank

Maximum stay (Category 7)
Intentionally left blank

Stopovers (Category 8) Unless otherwise specified in the governing fare rules, en route stopovers shall be permitted free of charge.

Transfers (Category 9)
Intentionally left blank

Permitted combinations (Category 10)
Any fare may be combined with any other fare that permits combination provided all conditions of the fares are met. Travel need not be via fare construction points unless otherwise specified in either fare rule.

Blackout dates (Category 11)
Intentionally left blank

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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)
Intentionally left blank

Higher Intermediate Point (Category 17)
Intentionally left blank.

Ticket endorsements (Category 18)
Intentionally left blank.

Children's discounts (Category 19)
Intentionally left blank.

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)
Intentionally left blank

Tours (Category 27)
Intentionally left blank

Visit Another Country (Category 28)
Intentionally left blank.

Deposits (Category 29)
Intentionally left blank.

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Rule 5 Application of Tariff

- (A) Scope of application
- (1) General provisions
- (a) Except as provided in (a)(2) and (4) below, the general conditions of carriage apply to all flights, or portions of flights, for which the KLM airline designator code appears in the "carrier" box of the ticket or of the corresponding coupon.
 - (b) with respect to gratuitous or reduced-fare carriage, KLM reserves the right to exclude the application of all or any part of this tariff.
 - (c) All carriage is subject to the general conditions of carriage and to the carrier's fares in force when the ticket is issued or, if said date cannot be determined, on the date of commencement of carriage covered by the first flight coupon of the ticket.
 - (d) These general conditions of carriage have been drawn up pursuant to the Montreal convention of May 28, 1999 and the European law in force.
 - (e) with the exception of code-share agreements, when KLM issues a ticket, baggage check, or makes any other arrangements for transportation over the services of, and in the name of, any other carrier (whether or not such transportation is part of a through service), KLM acts only as agent for such other carrier and the tariff of that other carrier will apply.
- (2) Charters
- (a) If the carriage is performed pursuant to a charter contract, these general conditions of carriage shall only apply to the extent that they are attached to, incorporated in or mentioned by reference or otherwise, in the charter contract or in the ticket.
 - (b) If the carriage is performed pursuant to a charter contract with KLM, such charter contract shall be subject to the most recent version of the ANVR conditions at the time the contract is concluded and in addition thereto, the carriage by air under said charter contract shall be subject to these general conditions of carriage. In such cases KLM's liability as a tour operator will be determined in accordance with said Dutch association of travel agents and tour operators (ANVR) conditions and KLM's liability as an air carrier shall be determined in accordance with these general conditions of carriage.

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- (c) Charter tickets are only valid for carriage on the dates indicated on the coupon and shall not be valid unless the charter price, including, if applicable, taxes, levies, charges, increases and the like have been paid for by the contractual carrier or until credit arrangements established by the operating carrier have been complied with. these tickets are non-refundable and non-endorsable and if refunds are made by the carrier, they shall only be made pursuant to the terms of the applicable charter contract.
- (d) Charter tickets have conditions which limit and/or exclude the passenger's right to make, change or cancel reservations. Tickets issued in respect of a package tour pursuant to EC directive 90/314 can only be used for arrangements subject to the rules concerning "all inclusive flights".
- (e) The following articles of these general conditions of carriage do not apply to carriage pursuant to charter contracts:
 - see rule 65 (a) tickets paragraph 1.
 - general provisions A.H.I. and paragraph 2.
 - Validity period See rule 5 (b) fares, fees, taxes and charges paragraph 1.
 - Fares see rule 60 reservations paragraph 1.
 - Reservation requirements, paragraph 2.
 - ticketing time limit and paragraph 6.
 - cancellation of reservations on an onward or return flight. See rule 90 refunds
- (3) Code shares
On some flights KLM has arrangements with other carriers, generally known as 'code share'. This means that other airlines may operate a flight even though the KLM airline designator code is mentioned in the ticket. These general conditions of carriage also apply to such transportation. If such arrangement applies, the passenger will be advised of the carrier operating the aircraft at the time he makes a reservation or at the latest during check-in.
- (4) Predominance of the law
These general conditions of carriage are applicable to the extent that they are not contrary to mandatorily applicable laws or to the fares, in which case, said laws or said fares shall prevail. Any invalidation of one or more provisions of these general conditions of carriage shall not have any effect on the validity of the other provisions.
- (5) Air passenger protection regulations ("APPR")
The obligations of the carrier under APPR form part of this 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

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conditions of carriage of this tariff that are more favorable to the passenger than the obligations set out in the APPR.
For the purpose of APPR, KLM is considered a large carrier.

- (6) Accessible Transportation for Persons with Disabilities Regulations (ATPDR)
The obligations of the carrier under ATPDR form part of This 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 of this tariff that are more favorable to the passenger than the obligations set out in the ATPDR.
For the purpose of ATPDR, KLM is considered a large carrier.
- (B) Change without notice
Except as may be required by applicable laws, government regulations, orders and requirement, carrier's rules, regulations and conditions of carriage are subject to change without notice provided that no such change shall apply to a contract of carriage after the carriage has commenced.
- (C) When rules of provisions in this tariff or tariffs governed hereby provide for the application of fares and charges based upon percentages of other fares and charges, such proportionate fares and charges will be determined in accordance with the percentage conversion instruction of this tariff.
- (D) Except as otherwise provided for, fares apply solely to the carriage from the airport at the point of departure to the airport at the point of arrival.
Fares do not include ground carriage between airports and between airports and town terminals. The fare shall be calculated in accordance with the fares in force on the ticket purchase date, for a journey scheduled on the dates and for the itinerary shown on said ticket. Any change in itinerary or journey date may have an impact on the applicable fare.
The applicable fares are those published by the carrier or calculated thereby, in accordance with the fare regulations in force for the flight(s) shown on the ticket from the departure point to the arrival point, for a given class of carriage, on the ticket purchase date.
Except as otherwise provided for, the contract of carriage or in any other contractual document, the fares shall apply exclusively to the journey provided for in said contract or in said document.
Exception: no increase will be collected in cases where the ticket has been issued prior to the effective date of a tariff containing an increase in the applicable fare, effected through a change in the fare level, a change in conditions governing the fare, or a cancellation of the fares itself, provided:
(1) the originating flight coupon of the ticket was issued for a specific flight at the fare contained in a tariff lawfully in effect on

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- (2) the date of ticket issuance (determined by the validation on the ticket);
the originating Transatlantic flight shown on the ticket is not voluntarily changed at the passenger's request subsequent to the effective date of any increase in the applicable fare;
- (3) this provisions will apply only to the passenger to whom the ticket was originally issued.
Furthermore, these provision will not apply to sales made outside the U.S.A. or Canada for tickets to be issued in the U.S.A. or Canada.
These provisions will also apply to groups at any fare for tickets issued after the effective date but in exchange of an MCO covering full payment/deposit prior to the effective date of the fare.
- (4) The ticket must be issued on KL ticket stock or validated on KLM and reflect confirmed reservations from the point of origin to the first point of stopover outside the IATA traffic conference area (i.e., area 1, Area 2, Area 3) where travel begins.
- (5) KLM must provide Transatlantic, international carriage in at least one direction. When travel originates outside of Area 1, KL must be the first carrier indicated on the passenger's ticket.

(E) Erroneous Fares:

KLM will exercise reasonable efforts to ensure that all fares it publishes are accurate and available for sale, but KLM, as a policy, does not file nor intend to file tickets priced at a zero fare or that are erroneous or reasonably apparent as erroneous. If an erroneous fare is inadvertently published for sale and a ticket is issued at the erroneous fare before it has been corrected, KLM 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.

In this event, KLM will also reimburse any reasonable, actual, and verifiable out-of-pocket expenses incurred by the purchaser in reliance upon the ticket purchase. The purchaser must provide receipts or other evidence of such actual costs incurred in support of any reimbursement request.

(F) Successive carriers

- (1) Carriage performed by several successive carriers under a single ticket or a conjunction ticket is deemed to constitute a single operation for purposes of determining the application of the convention to the transportation.
- (2) Where the carrier has issued the ticket or is the carrier designated first on the ticket or on a

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conjunction ticket issued for successive carriage, the carrier shall not be liable for those parts of the journey performed by other carrier(s), except as provided for in paragraph 3 below.

- (3) In the event of the destruction, loss or delay of, or damage to checked baggage, passengers or their beneficiaries can file a claim against the carrier that performed the carriage during which the destruction, loss, delay or damage occurred. passengers can also file a claim against the first and last carrier.

- (G) Local Law Exception
Notwithstanding paragraphs (A)(5) and (6) in this rule, local laws may also apply or apply instead of APPR or ATPDR.

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Rule 10 Access to Lounges†

Access to lounges is permitted to customers traveling on Air France/KLM.

- (1) Access to lounges is dependent on:
 - (a) The customer tier level (a valid flying blue card is required-plastic or on smartphone/tablet.) Or
 - (b) The class of travel or
 - (c) The proof of payment when the station offers the optional service "access to lounge".
- (2) Lounge admittance policy:
 - (a) Applies on the day of travel only
 - (b) The invitation to the lounge for the eligible customers must be presented when handing over the boarding pass.
 - (c) Paid option to access to the lounge is permitted, providing space available, on the day of departure only.
Note: Paid option access to lounge is permitted from Toronto Pearson and Montreal Pierre Trudeau airports.
see details in (3) and (4) below
 - (d) Customers with the Flying Blue Ultimate Skipper/C2000/Platinum/Gold/SkyTeam-Delta Elite Plus regardless of the class of transportation.
 - (e) Flying Blue Silver or Explorer traveling in Business Class (if traveling in Premium Economy/Economy comfort or Economy, only the paid option access, upon availability, is possible).
 - (f) Non-frequent-flyer customer traveling in Business
- (3) Paid option access fee for Air France/KLM customers:
 - (a) Toronto Lester B. Pearson airport for 50 CAD
 - (b) Montreal Pierre E. Trudeau airport for 37 CAD for 3 hours.
- (4) Paid option access fee for non-Air France/non-KLM customers:
 - (a) Toronto Lester B. Pearson airport for 50 CAD
 - (b) Montreal Pierre E. Trudeau airport for
 - 1 hour - 35 CAD
 - 2 hours - 67.84 CAD

† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 10 are effective January 17, 2025, pursuant to Order No. 2021-A-3 of the CTA.

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3 hours - 82.78 CAD
6 hours - 110.38 CAD

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Rule 15 Electronic Surveillance of Passengers and Baggage

Passengers and their baggage are subject to inspection with an electronic detector with or without the passengers consent or knowledge.

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Rule 19 Surcharges to Be Included in Fares Quoted to the Customer†^Δ

(A) The Carrier Imposed International surcharge collected at the point of sale, is applicable to all passengers, will apply in addition to all other charges and will not be subject to any discount. The amount will be shown separately in the tax/fee/carrier surcharge box of the ticket under code -YR and YQ-.

- (1) The surcharge is not-interlineable or commissionable.
- (2) The carrier imposed surcharges (YR/YQ) are non-refundable on non-refundable fares.
- (3) The surcharge will not apply to:
 - (a) infants under 2 years (not occupying a seat)
 - (b) services operated under KLM flight number ranges KL300-319 (ground transportation)
 - (c) holders of ID tickets

(4) The following route-specific carrier imposed surcharge shall apply for the following itineraries and shall be included in any fare advertised or quoted to consumers for such itineraries. Below is the transatlantic surcharge, based on one way. The currency is CAD unless noted.

Org:	Dst:	Amt:	FBC:
CA	GB	979.50	Business
CA	GB	515	Premium Economy
CA	GB	330	Economy except below
CA	Russia	965	First
CA	Russia	990	Business
CA	Russia	560	Premium Economy
CA	Russia	365	Economy
CA	Ireland	990	Business
CA	Ireland	542.50	Premium Economy
CA	Ireland	350	Economy V/R/N/T
CA	Iceland	825	Business
CA	Iceland	492.50	Premium Economy
CA	Iceland	295	Economy
CA	Portugal	995	Business
CA	Portugal	560	Premium Economy

† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 19 are effective January 17, 2025, pursuant to Order No. 2021-A-3 of the CTA.

^Δ Tracked changes applicable to/from the United States and annotated throughout the entirety of Rule 19 are effective January 17, 2025, pursuant to Docket OST-1997-2050.

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CA	Portugal	355	Economy
CA	Europe	1005	First
CA	Europe	1005	Business
CA	Europe	560	Premium Economy
CA	Europe	375	Economy except YYC-AMS*

CA	Middle East	1050	First
CA	Middle East	1050	Business
CA	Middle East	600	Premium Economy
CA	Middle East	400	Economy
CA	Africa	965	First
CA	Africa	1050	Business
CA	Africa	585	Premium Economy
CA	Africa	390	Economy
CA	India	965	First
CA	India	1040	Business
CA	India	590	Premium Economy
CA	India	407	Economy
CA	Algeria/Morocco	815	Business
CA	Algeria/Morocco	560	Premium Economy
CA	Algeria/Morocco	305	Economy
CA	all other dest	1050	First
CA	all other dest	1050	Business
CA	all other dest	527.50	Premium Economy
CA	all other dest	415	Economy

(B) A Sustainable Aviation Fuel (SAF) contribution surcharge applies to all tickets purchased.

- (1) The surcharge is not-interlineable or commissionable.
- (2) The surcharge is non-refundable on non-refundable fares.
- (3) The surcharge will not apply to:
 - (a) infants under 2 years (not occupying a seat)
 - (b) services operated under KLM flight number ranges KL300-319 (ground transportation)
 - (c) holders of ID tickets
 - (d) staff tickets
- (4) The following route-specific imposed surcharge shall apply for the following itineraries and shall be shown as a separate fee included in any fare advertised or quoted to consumers for such itineraries. Below is the transatlantic surcharge, based on the round trip. The currency is CAD unless noted.

Org:	Dst:	Amt:	FBC:
CA	Europe	60.00	First
CA	Europe	30.00	Business
CA	Europe	14.00	Premium Economy
CA	Europe	10.00	Economy
CA	Africa	120.00	First
CA	Africa	60.00	Business
CA	Africa	28.00	Premium Economy
CA	Africa	20.00	Economy
CA	India	120.00	First
CA	India	60.00	Business
CA	India	28.00	Premium Economy

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CA	India	20.00	Economy
CA	Middle East	72.00	First
CA	Middle East	42.00	Business
CA	Middle East	18.00	Premium Economy
CA	Middle East	14.00	Economy
CA	Algeria/Morocco	60.00	First
CA	Algeria/Morocco	30.00	Business
CA	Algeria/Morocco	14.00	Premium Economy
CA	Algeria/Morocco	10.00	Economy
CA	All other	120.00	First
CA	All other	60.00	Business
CA	All other	28.00	Premium Economy
CA	All other	20.00	Economy

(C) A Distribution surcharge is applicable, per direction, when KLM participates as a marketing carrier, irrespective of the ticketing carrier.

- (1) The surcharge is non-commissionable.
- (2) The surcharge is non-refundable on non-refundable fares.
- (3) The surcharge will not apply to:
 - (a) infants under 2 years (not occupying a seat)
 - (b) group tickets
 - (c) bookings created and issued on the airline direct sales channels (website, call centers, airport or city ticket offices)
 - (d) bookings created and issued by connecting to KLM NDC (New Distribution Capability)
 - (e) EMDs, however the surcharge will apply when the EMD is redeemed to purchase a ticket
 - (f) the following origin countries are exempted for regulatory reasons: New Zealand, Philippines, China, Hong Kong, and Iran.
 - (g) allotments issued with dedicated specified allotment fare basis on points of sale France and the Netherlands
 - (h) for the French market, Reunion Island and French overseas, there are two exemptions for legal reasons which is unaccompanied minors as well as Corsica resident fares for point of sale France only
- (4) The following route-specific imposed surcharge shall apply for the following itineraries and shall be shown as a separate fee included in any fare advertised or quoted to consumers for such itineraries. Below is the transatlantic surcharge, based on the one way trip.

CURRENCY	
EUR	24
USD	26
GBP	20
CHF	23

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CAD	36
IDR	422,228
INR	2,186
SGD	35
THB	949
TWD	833
XPF	2,864
JPY	4,085

(D) A NDC aggregator surcharge applies to the KLM tickets, issued by the travel agents through the Amadeus and Travelport NDC solutions. This surcharge varies per Market and differs per aggregator.

You can see below the different applicable amounts per segment.

- (1) Amadeus X NDC Aggregator Surcharge, amounts based in Euros and converted to local currency according to rate of exchange:

Point of Sale	Amount in Euro
France and Netherlands	1.74 EUR
Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia-Herzegovina, Bouvet Island, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, French Guiana, Georgia, Germany, Gibraltar, Greenland, Guadeloupe, Greece, Croatia, Hungary, Ireland, Iceland, Italy, Kazakhstan, Kirghizstan, Latvia, Liechstentein, Lithuania, Luxembourg, Macedonia, Malta, Martinique, Mayotte, Moldova, Monaco, Montenegro, Norway, Poland, Portugal, Reunion, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain, Svalbard, Sweden, Switzerland, Tajikistan, Turkey, Turkmenistan, Ukraine, United Kingdom, Uzbekistan, Vatican City	3.08 EUR
American Samoa, Canada, Guam, Marshall Islands, Mexico, North Mariana Islands, Puerto Rico, USA, US Virgin Islands	3.88 EUR
Rest of the world	5.46 EUR

- (2) Travelport NDC Aggregator Surcharge, amounts based in U.S. Dollars and converted to local currency according to rate of exchange:

Point of Sale	Amount in USD
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France and Netherlands	1.55 USD
Europe*, USA & Canada **	2.70 USD
Rest of the world	3.60 USD

*Europe is defined as Austria, Belgium, Czech Republic, Cyprus, Denmark, Estonia, Faroe Islands, Finland, Germany, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Norway, Poland, Portugal (including the Azores & Madeira), Slovakia, Slovenia, Spain (including Canary Islands), Sweden, Switzerland, the United Kingdom and Vatican City

** USA & Canada is defined as United States of America (including its overseas territories, commonwealths, trust territories and protectorates) and Canada

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Rule 21 Transport of Passengers with Disabilities

This rule applies to flights operated by KLM

(A) Definitions -

- (1) Ambulatory - A person who is able to move about within the aircraft unassisted.
- (2) Bank of seats - passenger seats that are immediately adjacent to each other and does not include passenger seats that are across the aisle.
- (3) Buffer zone - same as Bank of seats - see above
- (4) 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.
- (5) Severe Allergy - person to experience significant physical distress if they are directly exposed to the allergen.
- (6) Saphir - Special Reservations-Assistance service adapted to the passengers with disabilities specific needs
- (7) Support Person -able-bodied person 18 years of age physically capable of assisting a Passenger with a disability 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.
- (8) Service animal - means an animal that is required by a person with a disability for assistance and is certified, in writing, as having been trained to assist a person with a disability by a professional service animal institution and which is properly harnessed in accordance with standards established by a professional service animal institution.

*Service animals are defined as dogs only, regardless of breed.

(B) Acceptance of passengers with disabilities

- (1) (a) KLM will accept the determination of a passenger with a disability as to self-reliance, unless doing so would impose undue hardship on the carrier.
- (b) KLM will not refuse to transport a person with a disability unless the transportation of the person would impose an undue hardship on the carrier.
- (c) If KLM refuses to transport a person with a disability for reasons related to their disability, it will, at the time of the refusal, inform the person of the reasons for the refusal. In addition, within 10 days of the refusal, KLM will provide the person with a written notice setting out the reasons for the refusal.

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- (2) KLM will accept for carriage any passenger whose mental or physical condition is such as to render him/her incapable of caring for himself/herself without assistance, provided:
 - (a) he/she is accompanied by a support person who will be responsible for caring for him/her en route, and
 - (b) with the care of such support person, he/she will not require unreasonable attention or assistance from employees of the carrier that is usually provided by the carrier employees.
- (3) Support person
 - (a) A support person cannot travel with a child under 5 years old and a passenger that requires a support person.
 - (b) A support person must travel in the same cabin and must be seated in the adjacent seat of the passenger requiring such support person.
 - (c) The support person will attend to the personal needs of the passenger requiring such support person during flight, where such is required: assistance with eating, drinking, taking medication, using the washroom, transferring to and from a passenger seat, assisting with orientation or communication or other personal assistance.
 - (d) The support person must accompany the escorted passenger at all times.
 - (e) KLM may require the presence of a support person as a condition of providing transportation if Carrier determines that such an assistant is essential for safety, such as in, but not limited to, the following circumstances:
 - (i) a passenger is unable to establish a means of communication with KLM personnel sufficient to receive the safety briefing due to having both severe hearing and vision impairments, or
 - (ii) a passenger is unable to physically assist in the passenger's own evacuation from the aircraft due to a severe mobility impairment, or
 - (f) The carrier may validate what assistance is needed from the support person and whether the passenger requires any assistance or assistance from employees of the carrier other than that is usually provided by the carrier employees.
 - (g) The fare available at the time of booking will apply to the support person.
- (4) Medical clearance
 - (a) KLM will not require a medical clearance for a person with a disability as a condition of travel, except as permitted by law. KLM may require a medical certificate when, in good faith and using its reasonable discretion, KLM

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determines there is reasonable doubt that a passenger can complete the flight safely without requiring extraordinary medical assistance. In addition, KLM recommends obtaining a medical certificate if passenger is transporting full or empty syringes for use on board. This will facilitate the passage at airport security checks.

- (b) Some KLM flights may be operated by another airline in accordance with a code share agreement. In such cases, the operating company's rules will apply. The rules of the operating carrier may be different, and in some cases, more restrictive than KLM's rules. Therefore, KLM may not be able to confirm the requested assistance. Passenger shall contact a Saphir agent to find out which company will be the operating carrier.
- (c) Surgical mask requirement for COVID-19: a medical certificate will be required if a person requests exemption from the requirement to wear a face mask - see Rule 25 (Refusal and Limitation on Carriage) for details on the face mask requirement. The medical certificate must be provided to KLM medical desk at least 48h in advance of travel. In addition, KLM requires all customers who have presented a valid medical certificate and have been granted permission to travel on a flight operated by KLM without a face mask due to a medical condition, to provide proof of a negative COVID test at time of airport check-in and/or prior to boarding the flight. Such test must be performed no earlier than 72 hours prior to the scheduled departure time of the flight.

(5) Service Animals

KLM will ask the person requiring a service animal to provide proof of the animal's training certification and its use at least 48 hours before the departure. The service animal must comply with all sanitary/hygiene requirements in the departure, arrival and connection countries; its function must be apparent by its tag or harness and it must remain leashed at all times. The service animal cannot obstruct the aisles inside the aircraft and must be well-behaved in all circumstances.

To the extent possible, KLM will assign a seat to the person that provides sufficient space for the person and the service animal. KLM will permit the service animal to accompany the person onboard the aircraft and to remain on the floor at the person's seat. The service animal will not be permitted to occupy a passenger seat will be forbidden from occupying the space near the emergency exits.

To the extent permitted or required by law, KLM reserves the right to deny transportation to any service animal when reasonably necessary, in KLM's sole discretion, for the comfort or safety of passengers or crewmembers or for the prevention of damage to the property

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of KLM or its passengers or employees.

Note: on flights lasting 8 hours or more, KLM may ask passengers to demonstrate that they are prepared to handle the animal's hygienic needs during the flight (primarily the natural need to relieve itself) and/or if the customer has taken any items for the animal (e.g. nappies, medicine) to avoid any health or sanitation issue on the flight. If this is not the case, the service animal won't be permitted to travel in the cabin.

(6)

Emotional Support Dogs

- (a) KLM will only accept dogs as emotional support animals (ESAN), in the cabin on direct flights operated by KLM to and from Canada. This restriction complies with the CA CTA no. 105-at-c-a-2023.
- (b) The weight cannot exceed 8kg, including the animal carrier. The ESD must fit comfortably in an appropriate soft animal carrier that cannot exceed 46 x 28 x 24cm and be kept in the carrier under the seat in front of the passenger (see note *) for the duration of the trip. The ESD must be able to stand up and move around comfortably within the carrier.

Note * A passenger cannot be seated in an emergency exit row or first row as the carrier must be placed under the seat in front of the passenger.

- (c) A passenger must provide, at least 96 hours in advance of travel, proof from a physician or medical health professional that they are being treated for a mental health disability and that they require an emotional support dog (ESD) to accommodate that disability; as well as a veterinary certificate identifying the dog by name and breed and the person with a disability and confirming the dog's current vaccination and health status. If the timing for the veterinary certification has not otherwise been prescribed in the jurisdiction of the country, province, state or territory where the person travels to or from, the certificate must be dated within two months prior to the date of initial travel set out in the itinerary.

They must demonstrate that the ESD meets all travel, entry or exit requirements of the country, province, state or territory they travel to or from, which includes providing all required documentation, as applicable.

- (d) A passenger with a disability travelling with an emotional support dog in compliance with said

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conditions will not be charged for the transportation of the ESD.

- (e) Travel will be refused should the emotional support dog not fit entirely and comfortably in the carrier, pose a threat to the health or safety of others by exhibiting aggressive or other inappropriate behaviour, or if the passenger removes it from its animal carrier during travel.

(7)

Non self-reliant Passengers must be attended at all times.

(8) For safety reasons, KLM must limit the number of non-ambulatory Passengers according to self-reliance and presence of a Support Person. Passengers should contact the Carrier for details.

(C) Seating restrictions

- (1) If a person identifies the nature of their disability when making a reservation with KLM, Carrier will, to the extent possible, accommodate the passenger with a seat assignment that suits the passenger's needs, including seating the passenger together with any support person traveling with the passenger.
- (2) Passengers with a disability requiring special seating accommodation for travel on KLM coded flights operated by another carrier must either contact an KLM reservations or the operating carrier at least 48 hours prior to departure.

While the carrier will make reasonable efforts to keep members of the travelling party of the passenger with disability seated together or near one another, nothing herein shall be construed as creating an obligation for the carrier to do so excluding any support person required by the passenger's disability. Passengers with disabilities will not be permitted to occupy seats in designated emergency exit rows, over-wing emergency exit rows or where the ventral stair may have to be used as an emergency exit or the upper deck of any aircraft with more than one deck.

- (D) Reservations/check-in requirements/advance notice
 - (1) Reservations should be made at least 48 hours in advance of travel, advising the carrier as to the nature of the disability and assistance required, so that carrier arrangements can be made. Special service request should be made at the time of reservation and as far in advance as possible.

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If a passenger requests a special service at least 48 hours prior to departure, KLM will, to the extent possible, provide the service.

If a passenger requests a service less than 48 hours prior to departure, KLM will make every reasonable effort to provide the service, pursuant to the applicable regulations and taking particular account of the time frame and the specific nature of the assistance requested..

- Note 1: If the request for a service is received less than 96 hours before the scheduled time of departure and KLM informs the person that further information or documentation is required to allow it to assess the request, the required information must be provided more than 48 hours before the scheduled time of departure.
- Note 2: KLM recommends that passenger arrives at the airport three hours before the departure of the flight for optimal assistance and pre-boarding.
- Note 3: If passengers wish to book flights that connect through Paris-Charles de Gaulle airport, KLM strongly recommends to anticipate a minimum 1.5 hour transit time between flights. Paris Aeroport is responsible for the transit and cannot guarantee the service required if the passengers do not allow themselves at least 1.5 hour for the transit.
- Note 4: Passengers in wheelchairs or traveling with a service animal may have to retrieve their boarding pass at the KLM or KLM check in counters in order to obtain the necessary assistance.
- (2) Special service requests under this Rule include but are not limited to:
- (a) provision of an onboard wheelchair
 - (b) provision of therapeutic oxygen or need to use a personal respiratory device
 - (c) transportation of a service animal in the cabin
 - (d) transportation of a service animal on a segment scheduled to take 8 or more hours
 - (e) accommodation of a passenger with both severe vision and hearing impairments
 - (f) provision of hazardous materials packaging for batteries or other assistive device that are and required to have such packaging
 - (g) accommodation for a group of 10 or more passengers with disabilities traveling as a group

(E) Mobility aids

- 1) Beyond the baggage allowance associated with the passenger's ticket, following items can be transported in the hold as priority checked baggage at no extra cost:
- (a) one additional baggage up to 50 pounds (23kgs) and that the outside linear dimensions does not exceed 62 inches (158 cms) for medical equipment, and
 - (b) two personal mobility devices (manual or electric) or two wheelchairs; the type of device or wheelchair, its dimensions, its weight, as well as whether it is

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foldable should be specified during booking.

- (2) While there is no size or weight limit, it is possible that certain airports lack the necessary means for boarding or exiting the aircraft.
In addition, the size of certain aircraft operated by KLM's partner airline companies may not allow loading heavy or large devices.
- (3) If some disassembly is required for the mobility aid to fit, passengers should bring disassembly instructions. The carrier will provide assistance in disassembling and packaging the aid, unpacking the reassembling aid, and returning the aid promptly on arrival at the passenger's destination.
- (4) (a) Manually operated wheelchair
where facilities permit, the passenger will keep this device up to the boarding gate where it will be checked in and loaded in the hold except in the case of a foldable wheelchair as, if its dimensions do not exceed 27cm/11in length, 94cm/37in height, 90cm/35in width, 65cm/26in for the wheel diameter and 15 cm /6 in for the wheels' cumulative thickness (one on top of the other), passenger may be able to keep it in the cabin, where it will be placed in an area as close to the person's seat as possible.
Passenger must make the request during booking.
Note: the wheels must be able to be disassembled and stored in a slipcover.
- (b) Electric wheelchair
 - (i) Regardless of the kind of electric wheelchair, passenger must check it in as baggage. The person will not be able to reclaim it during a long stopover nor upon exiting the aircraft. The electric wheelchair will be returned at baggage delivery.
For this reason, KLM recommends that the passenger also bring a manual wheelchair to facilitate the trip.
In addition, the carrier strongly recommends that passenger with a disability makes the electric wheelchair transport request no less than 48 hours before the flight.
If passenger does not pre-notify, transportation may be declined if the wheelchair's battery type does not allow for safe transport.
 - (ii) The following 2 types of batteries can be transported:
 - so-called "invertible" batteries (also called "dry-cell batteries"); lithium batteries are considered invertible,
 - so-called "non-invertible" batteries (also called "wet-cell batteries")
 - (iii) Transport conditions for invertible batteries:
 - the battery may remain attached to the wheelchair or mobility device if it is well affixed

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- the terminals need not be disconnected if they are already inside of a cell case or isolated (to avoid any short circuits)
- the motor is disengaged.
- (iv) Transport conditions for wheelchairs with non-invertible batteries:
because these batteries can compromise the safety of the flight, their transport requires special precautions and can be refused on board if preliminary information is not provided.
KLM recommends to consult their conditions of transport during booking.
- (5) Crutches, walker and canes may be retained in the passenger's custody provided they are stowed in accordance with carrier's safety regulations.
- (F) Severe Allergies
 - (1) On flights operated by KLM, a buffer zone will be set up for passengers with severe allergies that will help avoid the risk of exposure.
 - (2) Passengers seated within the buffer zone will be advised prior to departure not to consume or use products containing the specific allergen, to the extent possible, balancing the rights of other passengers, and subject to paragraph 5 below
 - (3) To request a buffer zone, the person with severe allergy should notify KLM Saphir Special Reservations desk a minimum of 48 hours before the departure of the flight and obtain prior medical clearance.
In cases where notification is not provided 48 hours prior to the flight departure, KLM will make every reasonable effort to accommodate the request.
 - (4) A passenger may request to board in advance of other customers to clean their seat of any potential allergens. For this, the passenger is advised to arrive at the gate at least 30 minutes prior to the check-in and boarding time. Otherwise, carrier may request that passenger board after the other customers.
 - (5) Responsibility
KLM cannot guarantee allergen-free meals, snacks or environment but will do its best to accommodate customers with severe allergies, based on safety considerations.
KLM cannot be responsible for what customers may bring on board, have dog or cat dander on their clothing, or for any residue that may remain on or between seat cushions despite its aircraft grooming policies.
Passengers with severe allergies are responsible to take additional precautions, such as packing their own snacks, using hand sanitizer, bringing wet wipes to clean surrounding areas, carrying an epinephrine auto-injector or the proper medication and other protection.
KLM recommends to pack any necessary medication in the carry-on baggage.
KLM does not allow children who have severe allergies to travel as unaccompanied minors.

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- (G) Priority Boarding
On flights operated by KLM, passengers with disabilities may board the aircraft in priority, upon request, unless they arrive in the boarding area after the end of priority boarding, which would prevent the boarding of other passengers.
- (H) Services to be provided to persons with disabilities
upon request, KLM will provide the following services to a person with a disability:
- (1) assistance with registration at the check-in counter
 - (2) assistance in proceeding to the boarding area
 - (3) assistance in boarding and deplaning
 - (4) assistance in stowing and retrieving carry-on baggage and retrieving checked baggage
 - (5) assistance in moving to and from an aircraft lavatory
 - (6) assistance in proceeding to the general public area or, in some cases, to a representative of another carrier
 - (7) transfer between the person's own mobility aid and a mobility aid provided by KLM
 - (8) transfer between a mobility aid and the passenger's seat
 - (9) limited assistance with meals
 - (10) inquiring periodically during a flight about a passenger's needs, and
 - (11) briefing individual passengers with disabilities and any attendant on emergency procedures and the layout of the cabin.
- (I) Communication and Confirmation of Information
KLM will use reasonable efforts to ensure that announcements to passengers concerning stops, delays, schedule changes, connections, on-board services, and claiming baggage are communicated to any person with a disability in a manner sufficient for the person to understand the communication.
- (J) Inquire Periodically
When passengers in wheelchairs that are not independently mobile are waiting to board an aircraft, KLM will inquire periodically about their needs and shall attend to those needs where the services required are usually provided by KLM.
- (K) Refusal to transport
- (1) KLM is not liable for its refusal to transport any passenger or for its removal of any passenger in accordance with the preceding paragraphs of this Rule or with Rule 25 - Refusal and Limitation on Carriage.
However, the carrier will, at the request of the passenger, refund in accordance with rule 90 (Refunds), subject to the applicable fare rule.
 - (2) At the time of refusal, KLM will advise the passenger of the reasons for the refusal and, not later than 10 days after the day of the refusal, provide the passenger with a written notice setting out the reasons of the refusal including:
 - (i) the evidence of undue hardship, such as a medical report, an expert opinion, or an engineering report that demonstrates that the risk is significant enough that it

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- (ii) would be unreasonable to waive or modify a requirement;
- (ii) any relevant rule, policy, procedure or regulation; and,
- (iii) the duration of the refusal and the conditions, if any, under which the carrier would accept the person for transport.

Rule 24 Carriage of Unaccompanied Children

Carriage of unaccompanied children/minors children not accompanied on the same flight by a parent, legal guardian or a custodial passenger 18 years of age or over will be accepted for transportation under the following conditions:

- (a) Children who have not reached their fifth birthday on the date that travel commences will not be accepted under any circumstances.
- (b) Children ages 5-14 will only be accepted in accordance with the provisions outlined paragraph (d) below regarding the service of Unaccompanied Minor (UM).
Note: Children ages 5-14 traveling on same flight as parent, legal guardian or a custodial passenger 18 years of age or over but not in the same compartment must be considered unaccompanied minors.
- (c) Young passengers ages 15-17
On international flights operated by KLM, young passengers aged between 15 to 17 years traveling alone may be accompanied upon request. They will also benefit from the Unaccompanied Minor (UM) service in paragraph (d) below.
- (d) Unaccompanied Minor (UM) service
Unaccompanied Minor service is mandatory for minors who meet the acceptance requirements above and have not reached their 15th birthday on the date that travel commences;
 - (1) minors aged 5-14 will be accepted for travel between points in the U.S.A./Canada and points in Area 2/3 on KLM operated flights.
Exceptions: interline connections will be accepted between AF and AF partner airlines provided connecting airline will accept the minor unaccompanied and parent/guardian has made arrangements directly with that Carrier for minor's unaccompanied.

UMs are not accepted on train segments.
 - (2) A parent/guardian or responsible adult must complete and sign the KLM request for carriage form. Throughout their travel, the minors must wear the Unaccompanied Minor identification provided at the time of check-in.
 - (3) (a) For children who meet the requirements for travelling Unaccompanied, the UM service is included in the ticket price.

Note:
when a child travels as UM on the outbound

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flight and is accompanied by an adult on the inbound flight (or v.v.), a combination of half child fare plus half UM fare applies and two separate tickets need to be issued. Any fare component that is comprised of partially accompanied and partially unaccompanied travel will be considered to be unaccompanied.

- (b) For UM between 15 to 17 years, the service is optional and a fee applies. This fee varies depending on the distance:
- (i) between EUR 50-80 (USD 55-90/CAD 75-120 subject to currency fluctuation) for non-stop direct flights per ow journey, or
 - (ii) between EUR 75-100 (USD 85-110/CAD 110-145 subject to currency fluctuation) for connecting flights per ow per journey for a flight with one or more connections.
- (4) Minors must be accompanied to the airport at the time of departure by a responsible adult who shall remain with the minor until enplaned. Appropriate documentation must be entered into the minor's reservation record as a special service request (SSR), which includes the address and phone number of the delivering adult.
- (5) Minors must be met at the airport of destination by another responsible adult. Appropriate documentation must be entered into the minor's reservation record as a special service request (SSR) which includes the address and phone of the receiving adult.
- (6) Parent or responsible adult must provide KLM with the name and phone number of a person who will be available while the minor is in KLM's care in case of an emergency.
- (7) KLM reserves the right to refuse transportation to minors age 17 and under if:
- (a) The flight on which the minor holds a confirmed reservation may terminate short of or bypass the airport indicated on the minor's ticket due to weather conditions or result in delays, missed connections, or other flight cancellations.
 - (b) The minor does not appear to meet age requirements, and no proof of age is available.
 - (c) Parent/guardian or responsible adult fails to check-in two hours prior to departure.
- (8) KLM does not allow children who have severe allergies to travel as Unaccompanied Minors.
- (9) For connections, the transfer time is the minimum connecting time + 45 minutes.

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- (10) Passengers traveling with their child but not having the same name must bring the family booklet or the birth certificate to prove the affiliation.
- (11) When a journey combines e.g. a French domestic flight with an international flight, the most restrictive UM rules apply.
- (12) A transfer with an overnight stay is not permitted.
- (13) Stopovers are not permitted.
- (14) A transfer between two different airports is not permitted, except for CDG and ORY (the minimum connecting time is 240 minutes).

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Rule 25 Refusal and Limitation on Carriage

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

- (A) Right to refuse carriage
 - (1) KLM will refuse to transport, or will remove any passenger at any point, for any of the following reasons:
 - (a) Government requests and regulations and force majeure whenever such action is necessary to comply with any government regulations, or at the direction of a government official, or to comply with any government request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control (including but without limitation: acts of god, pandemics, strikes, civil commotions, embargoes, wars, hostilities or disturbances, and other similar matters of force majeure) actual, threatened or reported.
 - (b) Search of passenger and property: when the passenger refuses to permit a search of their person or property for explosives or for concealed, prohibited, deadly or dangerous materials or other prohibited article(s).
 - (c) Proof of Identity or False Identity: when the passenger refuses on request to produce government-issued identification and show his/her entire face or when the name on the identification does not match the name on the ticket.
 - (i) the carrier is obligated to screen each passenger by looking at the passenger, and in particular the passenger's entire face, to determine if they appear to be 18 years of age or older.
 - (ii) The carrier is also obligated to screen each passenger who appears to be 18 years of age or older by comparing the passenger, and in particular the passenger's entire face, against one piece of government-issued photo identification that shows the passenger's name, date of birth and gender.
 - (d) Failed Payment Validation:

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when the passenger fails to provide additional information and/or is unable to ensure the presence of the cardholder at the airport, or if the passenger is unable to present another form of payment for its ticket as requested by the carrier pursuant to tariff rule 65 - Tickets, or wherever carrier is unable to reliably confirm that the passenger holds a valid ticket.

- (e) Immigration, Administrative, or Other Requirements:
when the passenger is to travel across any international boundary, if:
- (i) the travel documents of such passenger are not in order;
 - (ii) for any reason, such passenger embarkation from, transit through, or entry into any country from, through, or to which such passenger desires transportation would be unlawful;
 - (iii) passenger fails to comply with the requirements of Rule 45 - Administrative Formalities
 - (iv) such passenger fails or refuses to comply with this rules and regulations of the carrier, including check-in or boarding time-limits.
- (f) KLM may refuse transport to a passenger when there is a discrepancy between the name on the passport and the name in the booking or on the ticket; it is the passenger's responsibility to ensure that the name used at the time of booking corresponds to the one on the travel documents.
- (g) Failure to comply with KLM's Rules or Contract of Carriage:
when a passenger fails or refuses to comply with any of KLM's rules or regulations, or any term of the Contract of Carriage. (2) Refusal of entry:
if a passenger is refused entry to a territory, the passenger must pay all the resulting charges or fines imposed on the carrier by the local authorities, as well as the price of the carriage if the carrier, due to a government order, is required to return the passenger to their departure location or elsewhere.
The price paid for the carriage to the destination for which entry to the territory was refused shall not be refunded by the carrier.
- (3) Passenger Liability for Fines, Detention, Costs etc.:
if the carrier has to pay or deposit a fine or penalty or incur expenses of any kind due to the non-compliance, whether voluntary or involuntary, by a passenger with the law in force in the states concerned, or due to failure to present required documents, or the presentation of invalid documents, the passenger must, at the carrier's request, reimburse the amounts this paid or consigned and the disbursements incurred. For this purpose, the carrier may

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use any amount paid to it for non-performed carriage or any amount belonging to the passenger that is held by the carrier.

- (B) Passenger's condition:
subject to exception mentioned below, carrier shall refuse to transport a passenger under the following circumstances:
- (1) when the passenger's mental or physical condition is such as to render him/her incapable of caring for himself/herself without assistance or medical treatment en route unless:
 - (a) the passenger is accompanied by a ticketed support person who will be responsible for caring for him/her en route, and
 - (b) with the care of such attendant the passenger will not require unreasonable attention of assistance from carrier personnel
 - (c) the passenger complies with requirements of Rule 21 - Transport of Passengers with Disabilities -, where applicable.
- Note: The carrier will accept the determination of a person with disability as to self-reliance (see Rule 21 - Transport of Passengers with Disabilities.
- (2) when refusal to transport or removal of the passenger is reasonably necessary in KLM's sole discretion for the passenger's comfort or safety, for the comfort or safety of other passengers or KLM employees, or for the prevention of damage to the property of KLM or its passengers or employees.
 - (3) when the passenger has obvious contagious disease
 - (4) when the passenger's attire, hygiene or odor creates an unreasonable risk of offense or annoyance to other passengers.
 - (5) when the passenger fails to obtain a medical clearance in accordance with this tariff, including with this Rule, Rule 21 - Transport of Passengers with Disabilities, Rule 300 - Pre-Planned Oxygen Service and Personal Respiratory Devices, or Rule - 500 Passengers on Stretchers.
 - (6) when the Passenger fails to comply with health and safety related requirements as may be reasonably imposed by the Carrier or a government, such as requirements pertaining to temperature checks, the wearing of surgical masks, the obtention of a negative COVID-19 test, and respecting measures that promote social distancing.

Note: in compliance with Transport Canada's Interim Order Respecting Certain Requirements for Civil Aviation Due to COVID-19 (the "Order"), KLM requires all travelers to wear a surgical mask prior to boarding at all times during flight, and until they

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exit the aircraft, with limited exceptions stated in the Order.
KLM requires anyone exempt from this requirement for medical reasons to provide a negative COVID test (see Rule 21 - Transport of Passengers with Disabilities for details).
Moreover, the Order requires every person 5 years old or older to provide evidence that they received a negative result for a COVID-19 molecular test prior to boarding.

(C) Pregnancy

- (1) An expectant mother can travel on the carrier's flights up to the 36th week of her pregnancy without a medical certificate provided in all cases the pregnancy is complication-free. It is recommended that women who are in or beyond the 36th week of pregnancy abstain from flying. Carrier also discourage flying during the first week following delivery. If expectant mother is expecting more than one child, KLM always advise to consult their physician first.
- (2) A woman who is in or beyond the 36th week of pregnancy or whose pregnancy is not complication-free must declare her condition at the time of booking and provide a medical certificate dated no more than 72 hours from the scheduled time of departure. Such certificate must state that the physician has examined the patient and found her to be physically fit for travel by air and indicate the estimated date of birth. Failure to provide such certificate may result in carrier to refuse the passenger.

(D) Passenger's Conduct - Refusal to Transport Prohibited Conduct & Sanctions

- (1) Prohibited conduct:
without limiting the generality of the foregoing, the following constitutes prohibited conduct where it may be necessary, in the reasonable discretion of the carrier, to take action to ensure the physical comfort or safety of the person, other passengers (in the future and present) and/or the carrier employees, the safety of the aircraft, the unhindered performance of the crew members in their duty aboard the aircraft, or the safe and adequate flight operations:
 - (a) the person, in the reasonable judgement of a responsible carrier employee, is under the influence of intoxicating liquors or drugs (except a medical patient under proper care)
 - (b) the person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent, or otherwise disorderly and in reasonable judgement of a responsible, carrier employee there is a possibility that such passenger would cause disruption or serious impairment to the physical comfort or safety of other passengers or carrier's employees, interfere with crew member in the performance of his/her duties aboard carrier's aircraft, or otherwise jeopardize safe

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- and adequate flight operations
 - (c) the person's conduct involves any unusual hazard or risk to himself/herself, the crew or to other persons (including, in cases of pregnant passengers, unborn children) or to the carrier's property or the property of other passengers
 - (d) the person fails to observe the instructions of carrier and its employees, including instructions to cease prohibited conduct
 - (e) the person is unable/unwilling to sit in the seat with the seatbelt fastened
 - (f) the person smokes or attempts to smoke, eat, chew or spit tobacco, cannabis or cannabis products, or uses or attempts to use an electronic cigarette ("vaping") in the aircraft
 - (g) the person uses or continues to use a cellular telephone, a laptop computer or an electronic device on board the aircraft after being advised to cease such use by a member of the crew
 - (h) while onboard the aircraft, the person is filming, photographing, or recording the image by any other electronic means of other passengers and/or crew without the express consent of the person(s) being filmed, photographed or recorded, or continues to film, photograph or record the image of other passengers and/or crew after being advised to cease such conduct by a member of the crew
 - (i) the person is barefoot or otherwise inappropriate dressed
 - (j) the person is wearing or has on or about their person concealed or unconcealed deadly or dangerous weapons
 - (k) the person is manacled and in custody of law enforcement personnel
 - (l) the person has resisted or may reasonably be believed to be capable of resisting escorts
- (2) Sanctions:
- where, in the exercise of its reasonable discretion, the carrier decides that the passenger has engaged in prohibited conduct described above, the carrier may impose any combination of the following sanctions:
- (a) removal of the passenger at any point
 - (b) probation: the carrier may stipulate that the passenger is to follow certain probationary conditions, such as do not engage in prohibited conduct, in order for the carrier to provide transport to said passenger. Such probationary conditions may be imposed for any length of time, which, in the exercise of the carrier's reasonable discretion, is necessary to ensure the passenger's continued compliance in continued avoidance of prohibited conduct, and,
 - (c) refuse to transport the passenger: the length of such refusals to transport may range from a one-time to an indefinite up to lifetime ban. The length of the refusal period will be in the carrier's reasonable discretion, and will be for a period commensurate with the nature of the prohibited

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conduct and until the carrier is satisfied that the passenger no longer constitutes a threat to the safety of other passengers, crew or the aircraft or to the comfort of the other passengers or crew; the unhindered performance of the crew members in their duty aboard the aircraft; or the safe and adequate flight operations. The following conduct will automatically result in an indefinite ban, up to lifetime ban:

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

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

In order to apply any ban, the Carrier will be required to communicate its decision to ban a passenger (and/or any decision to lift an existing ban), including said banned passenger's personal information, to any other airline with whom the carrier has a codeshare agreement.

- (3) Recourse of the Passenger/Limitation of Liability: passengers shall not engage in any conduct that would authorize KLM to refuse transport under this Rule. The sole recourse of any passenger refused carriage or removed for any reason specified in this Rule shall be recovery of the refund value of the unused portion of his or her ticket, if any and subject to applicable fare rule, as provided in the Voluntary Refunds paragraph of Rule 90 - Refunds.

(E) Provisions for ancillary services

- (1) If the carrier, within the scope of a contract of carriage and subject to the applicable law, agrees to take steps, via third parties, for the provisions of ancillary services other than carriage by air or if the carrier issues a ticket or voucher for carriage or other services (other than air travel), such as, for example, hotel reservations or car hire, in this case the carrier will only act as an agent and will not be liable toward passengers except in the event of proven negligence on its part. The carriage or sale conditions that govern the activities of said third parties will be applicable.

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- (2) If the carrier provides ground carriage services (bus, train, etc.) different liability systems may apply to said ground carriage. The conditions of carriage and the liability systems are available, upon request, from the carrier or from the carrier that provides the ground carriage, as applicable.
- (3) If the carrier offers a passenger rail or bus carriage service, the carrier is only acting as an agent, even if such carriage is identified under the airline designator code. The carrier is not liable for damage to passengers and their baggage during carriage by bus or by rail.
- (4) The carrier shall make reasonable efforts to meet passengers requirements concerning the services provided on board the aircraft, in particular drinks, special meals, films, etc. However, the carrier may not be held liable if imperatives linked to operating, security and safety do not allow it to provide suitable services, even if such services are confirmed at the time of reservation.

(F) Customs Inspections

- (1) Passengers may be called on to be present at the inspection of their baggage (delayed, checked or unchecked) at the request of the customs officers or any other government authority.

The carrier may not be held liable for damage or losses suffered by Passengers as a result of such inspections, in particular if the latter refuse to be present at the inspection of their baggage.

- (2) Passengers must compensate the carrier if action, omission or negligence on their part causes damage to the carrier due to, in particular, their failure to comply with the provisions of this paragraph or the authorization given to the carrier to inspect their baggage.

This provision has been added due to possible penalties the carrier may have to pay during a customs inspection, if the passenger's baggage contains goods for which the carriage is prohibited and the passenger is not present.

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Rule 26 Ancillary Services

- (A) If the carrier, within the scope of the contract of carriage and subject to the applicable law, agrees to provide for ancillary services other than carriage by air, or if the carrier issues a ticket or voucher for carriage or other services, such as, for example, hotel reservations or car hire, the carrier will only do so as an agent for a third party (unless explicitly agreed otherwise) and will not be the passenger's counterparty for these services. The carriage or sale conditions that govern the activities of said third parties will be applicable.
- (B) If a party provides ground carriage services (bus, train, etc.), different liability systems may apply to said ground carriage. The conditions of carriage and the liability systems are available, upon request, from the party that provides the ground carriage.
- (C) If the carrier offers a passenger rail or bus carriage services, the carrier is only acting as an agent, even if such carriage is identified under the airline designator code. The carrier is not liable for damage to passengers and their baggage during carriage by bus or by rail.
- (D) The carrier shall make reasonable efforts to meet passenger's requirements concerning the services provided on board the aircraft, in particular drinks, special meals, films, etc. However, the carrier may not be held liable if imperatives linked to operating, a security and safety do not allow it to provide suitable services, even if such services have been confirmed at the time of reservation.

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Rule 35 Passenger Expenses En Route

- (A) Inflight services
Certain complimentary products and services are offered depending on class of service or fare brand purchased, such as separate check-in, in-flight entertainment, use of headsets/player, reading material, meals, beverages (some alcoholic), etc.
These products and services are amenities and their availability is not guaranteed.
No compensation will be offered for their unavailability, including for unavailability of in-flight entertainment and choice of meal.
- (B) EN route ground services (Not applicable in Canada)
- (1) When requested by passenger, carrier's representatives will make application on their behalf for hotel reservations, but the availability thereof is not guaranteed. All expenses incurred by carrier or its representatives in arranging, or attempting to arrange, for reservations will be chargeable to passengers, except as otherwise provided in this tariff.
 - (2) Except as provided below, hotel expenses are not included in passenger fares, and in the case of scheduled overnight or other stops on through services, the cost of hotel accommodation may be borne by carrier.
- (C) Arrangements made by carrier (Not applicable in Canada)
In making arrangements for hotel or other housing and board accommodation for passengers, or for other services requested by passengers, whether or not the cost of such arrangements are for the account of carrier, carrier acts only as agent for the passenger and carrier is not liable for loss, damage or expense incurred by the passenger as a result of, or in connection with, the use by the passenger of such accommodation or other service, or the denial of the use thereof to the passenger by any other person, company or agency.

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Rule 40 Taxes, Fees and Charges

- (A) Any tax, fee or other charge imposed by domestic or foreign government, airport authority or third party and collectable from a passenger will be in addition to the applicable fares, ancillary fees and surcharges.
- (B) Conditions under which taxes, fees and other charges are imposed, collected or refunded are established by the domestic or foreign government, airport authority or third party and must be respected. As a result, refund of unused taxes, fees and other charges will be made only if permitted by the domestic or foreign government, airport authority or third party.

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Rule 45 Administrative Formalities

(A) General Provisions

- (1) Passengers are required, under their own responsibility, to procure all the specific documents, visas and permits required for their journey and, where applicable, for that of their minor children and/or passengers for which they are responsible and/or pets travelling with them, and must also comply with the applicable regulations of States (departure, arrival and transit), as well as with the carrier's instructions.
- (2) Carrier shall not be liable for any aid or information given by any agent or employee of carrier to any passenger in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements or instructions, whether given orally, in writing or otherwise.
- (3) The Carrier may not be held liable for the consequences suffered by Passengers in the event of failure to comply with the obligations referred to in subparagraph (1) above.

(B) Travel documents

- (1) The passenger must present all entry, exit and transit documents as well as health and other documents required by laws, regulations, orders, demands or requirements in the departure, arrival and transit States.

Passengers are moreover required to hand over to the Carrier and/or allow the Carrier to make a copy of said documents, if required, or to record information contained therein.
- (2) Carrier will refuse carriage to any passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents are not complete or if the carrier has doubts as to the validity of the documents presented.
- (3) Carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with the applicable regulations.

(C) Customs inspection

- (1) Passengers may be called on to be present at the inspection of their baggage (delayed, checked or unchecked) at the request of the customs officers or any other government authority.
The carrier may not be held liable for damage or losses suffered by passengers as a result of such inspections, in particular if the latter refuse to be present at the inspection of their baggage.
- (2) Passengers must compensate the carrier if action, omission

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or negligence on their part causes damage to the carrier due, in particular, to their failure to comply with the provisions of this paragraph (C) or the authorization given to the carrier to inspect their baggage. This provision has been added due to possible penalties the carrier may have to pay during a customs inspection, if the passenger's baggage contains goods for which the carriage is prohibited and the passenger is not present.

- (D) Government regulation
No liability shall attach to carrier if carrier in good faith determines that what it understands to be applicable law, government regulation, demand, order to requirement requires that it refuse and it does refuse to carry a passenger.
- (E) Refusal of entry
If a passenger is refused entry to a territory, the passenger must pay all the resulting charges or fines imposed on the carrier by the local authorities, as well as the price of the carriage if the carrier, due to a government order, is required to return the passenger to their departure location or elsewhere.
The price paid for the carriage to the destination for which entry to the territory was refused shall not be refunded by the carrier.
- (F) Passenger liability for fines, detention costs, etc
If the carrier has to pay or deposit a fine or penalty or incur expenses of any kind due to the non-compliance, whether voluntary or involuntary, by a passenger with the law in force in the states concerned, or due to failure to present required documents or the presentation of invalid documents, the passenger must, at the carrier's request, reimburse the amounts this paid or consigned and the disbursements incurred. For this purpose, the carrier may use any amount paid to it for non-performed carriage or any amount belonging to the passenger that is held by the carrier.
- (G) Security checks
 - (1) Passengers are required to submit themselves to the security (and safety) checks required by the government or airport authorities, as well as those requested by the carrier.
 - (2) The carrier cannot be held liable for refusing to transport a passenger if said refusal is based on the reasonable view that said refusal is warranted by the law, government regulations and/or applicable requirements.

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Rule 55 Liability of Carriers

- (A) Successive carriers
Carriage to be performed under one ticket or under a ticket and any conjunction ticket issued in connection therewith by several successive carriers is regarded as a single operation.
- (B) Laws and provisions applicable
- (1) Carriage hereunder is subject to the rules and limitations relating to liability established by the Montreal or Warsaw convention (Rule 1 definitions herein) as applicable, unless such carriage is not "International carriage" as defined by the relevant convention (Rule 1 definitions herein). The Montreal Convention applies to return flights originating in Canada, where there is an agreed stopover in another country, and to one-way flights between Canada and another state which is also a party to the Montreal Convention. The Warsaw convention applies in other cases of international transportation by air.
 - (2) To the extent not in conflict with the provisions of paragraph (1) above, all carriage under this tariff and other services performed by each carrier are subject to:
 - (a) Applicable laws (including national laws implementing the convention or extending the rules of the convention to carriage which is not "international carriage" as defined in the convention), government regulations, orders and requirements.
 - (b) Provisions set forth in the passenger's ticket.
 - (c) Applicable tariffs; and
 - (d) Except in transportation between a place in the United States and any place outside thereof, and also between a place in Canada and any place outside thereof, conditions of carriage, regulations and timetables (but not the times of departure and arrival therein specified) of carrier, which may be inspected at any of its offices and at airports from which it operates regular services.
 - (3) Carrier's name may be abbreviated in the ticket and Carrier's address shall be the airport of departure shown opposite the first abbreviation of Carrier's name in the ticket; and for the purpose of the Convention, the agreed stopping places are those places, except the place of departure and the place of destination set forth in the ticket and any conjunction ticket issued therewith or as shown in Carrier's timetable as scheduled stopping places on the Passenger's route.
 - (4) For the purpose of international carriage governed

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by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

(C) Rules common to both Montreal and Warsaw Convention claims

(1) Liability

(a) Carrier shall not be liable in any event for any consequential or special damage arising from carriage subject to this tariff, whether or not carrier had knowledge that such damages might be incurred.

(b) Whenever the liability of carrier is excluded or limited under these conditions, such exclusion or limitation shall apply to agents, servants or representatives of the carrier and also any carrier whose aircraft is used for carriage and its agents, servants or representatives.

(2) Overriding law, modification and waiver

(a) Overriding law

Insofar as any provision contained or referred to in the ticket or in this tariff may be contrary to mandatory law, government regulations, orders, or requirements, such provision shall remain applicable to the extent that it is not over-ridden thereby. The invalidity of any provision shall not affect any other part.

(b) Modification and waiver

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

(D) Limitation of liability rules under the Montreal Convention

Except as the convention or other applicable law may otherwise require:

(1) General provisions

The carrier's liability shall be determined by the general conditions of carriage of the carrier that issued the ticket, except as otherwise provided for and brought to the passenger's attention. If the carrier's liability is triggered, it will be triggered under the following paragraphs:

(a) Carriage performed under these general conditions of carriage is subject to the liability rules laid down by the Montreal Convention of 28 May 1999, and regulation (EC) no. 889/2002 of the European parliament and of the council of 13 May 2002 amending council regulation (EC) no. 2027/97 of 9 October 1997 on air carrier liability in respect of the carriage of passengers and their baggage by air.

(b) To the extent that the following provisions

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do not conflict with the other provisions in these conditions, and regardless of whether or not the convention is applicable:

- (i) The carrier's liability is limited to damage that occurred during air carriage for which its designator code appears on the coupon or the ticket that corresponds to the flight. If the carrier issues a ticket for a carriage service performed by another carrier or if the carrier checks in baggage on behalf of another carrier, the carrier shall only act as an agent for said other carrier. However, regarding checked baggage, passengers are entitled to take action against the first or the last carrier involved in their journey.
- (ii) The carrier's liability cannot exceed the amount of the proven direct damage and the carrier shall not be liable in any way for any consequential damage or any form of non-compensatory damage.
- (iii) The carrier may in no way be held liable for damage the resulting from compliance by the carrier with any provisions of the law or regulations (laws, regulations, decisions, requirements and provisions) or failure to comply with said same provisions by the passenger.
- (iv) The carrier is not liable for any illness, injury or disability, including the death of a passenger caused by the passenger's physical condition, nor for any aggravation of said same condition.
- (v) The contract of carriage, including these general conditions of carriage and all the liability exclusions or limitations contained therein, shall apply to and benefit the carrier's authorized agents, its servants, its agents, its representatives and the owner of the aircraft used by the carrier, as well as the staff, employees and representatives of said owner. The overall amount recoverable from the aforementioned persons may not exceed the amount of the carrier's liability.
- (vi) If the negligence or other wrongful action or omission of the person who is requesting compensation or the person whose rights they hold caused the damage or contributed thereto, the carrier shall be wholly or partially exempt from its liability with respect to said person, including in the event of death or bodily injury, in accordance with the law in force.
- (vii) Except as expressly otherwise provided

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for, none of these provisions involve the waiver of the exclusion or limitation of the liability of the carrier, the owner whose aircraft is used by the carrier, their staff, servants, agents or representatives in accordance with the convention and applicable law.

(2) Bodily injury

- (a) In accordance with Article 17 §1 of the Montreal Convention, the carrier is liable for the damage sustained in the event of the death or bodily injury suffered by a passenger, if the accident that caused the damage occurred on board the aircraft or in the course of any embarking or disembarking operations, as defined by the Montreal convention, and subject to any liability exemptions.
- (b) The carrier shall not be liable for the damage if it provides proof that:
 - (i) The death or bodily injuries suffered were a result of the physical or mental health of the passenger prior to the passenger embarking on board the flight.
 - (ii) The damage, as defined by paragraph 2(a) was caused, in whole or in part, by the negligence, wrongful act or omission of the person claiming compensation or the person whose rights they hold, in accordance with Article 20 of the Montreal Convention.
 - (iii) The damage is not due to the negligence, or other wrongful act or omission of the carrier, its servants or agents, insofar as the amount of damage exceeds 128 821 SDR per passenger, in accordance with Article 21 §2 (a) of the Montreal convention.
 - (iv) The damage results solely from the negligence, or other wrongful act or omission of a third party, insofar as the amount of damage exceeds 128 821 SDR per passenger, in accordance with Article 21 §2 (b).
- (c) Amount of compensable damage:
 - (i) The extent of the carrier's liability in the event of the death or bodily injury of a passenger, as defined by paragraph 2(a) above, is not subject to any limitation. The amount of the compensable damage shall cover the redress of the damage, as fixed by amicable agreement, by expert appraisal or by the competent courts.
 - (ii) within the scope of these provisions, the carrier shall only

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- compensate passengers in excess of the amounts received thereby under the social security system to which they are affiliated and solely for compensatory damage.
- (d) The carrier reserves all rights of recourse and subrogation against all third parties.
 - (e) In the event of death or bodily injury resulting from an air accident, as defined by Article 17 of the Convention and paragraph 2(a) above, the person identified as beneficiary may benefit from an advance to enable them to meet their immediate needs, in proportion to the material damage suffered. Said advance shall not be less than the equivalent in Euros of 16,000 SDR per passenger in the event of death. Subject to the law in force, said advance shall be paid within 15 days of the identification of the beneficiary and shall be deductible from the definitive amount of compensation owed to the deceased passenger. The payment of said advances or early payments does not constitute recognition of liability and said amounts may be deducted from the amounts paid subsequently by the community carrier as compensation, depending on the liability thereof. Said advance is not refundable except where proof is provided that the negligence or other wrongful act or omission of the person requesting compensation or of the person whose rights they hold caused the damage or contributed thereto, or where the person to whom the advance was paid was not entitled to compensation.
- (3) Delays
- (a) Characteristics of the compensable damage:
 - (i) Solely proven direct damage that directly results from a delay is compensable, to the exclusion of all consequential damage or any other form of damage other than compensatory damage.
 - (ii) The passenger must prove the existence of the damage that directly results from the delay.
 - (b) Extent of the carrier's liability:
 - (i) The carrier shall not be liable for damage that results from the delay if it proves that the carrier, its servants or agents took all measures that should reasonably be taken to avoid the damage or that

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- it WAS impossible for the carrier to take such measures.
- (ii) The carrier is not liable for the damage that results from the delay, if the delay is attributable to the passenger or the passenger contributed thereto, i.e., if the damage results in whole or in part from the negligence, or wrongful act or omission of the person who is requesting compensation or of the person whose rights they hold.
 - (iii) The Carrier shall not be liable for the delay of a passenger, or the loss, damage or delay of unchecked baggage, not occurring on its own line; and no Carrier shall be liable for the loss, damage or delay of checked baggage not occurring on its own line, except that the passenger shall have a right of action for such loss, damage or delay on the terms herein provided against the first carrier or the last carrier under the agreement to carry.
 - (iv) The Carrier will not be liable to the extent that the delay is caused by these types of facilities or personnel: airports, air traffic control, security and other facilities or personnel, whether public or private, are not under the control and direction of the carrier, are not servants or agents of the Carrier.
 - (v) Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the Montreal Convention. They include foreseeable compensatory damages sustained by a passenger and do not include mental injury damages.
 - (vi) The Carrier reserves all defenses and limitations available under the Montreal Convention to claims for damage occasioned by delay, including, but not limited to, the exoneration defense of Article 20 of the Montreal Convention.
- (c) Extent of the compensation:
In the event of damage suffered by passengers that results from a delay, as defined by the Montreal convention, and with the exception of acts or omissions committed with the intention of causing damage or imprudently with the awareness that damage could be caused, the carrier's liability is limited to the amount of 5 346 SDR per passenger. The amount of the compensation shall be determined in light of the damage proved by the

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passenger.

(4) Baggage

In accordance with Article 17 of the Montreal Convention, the Carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage, as provided in the following paragraphs:

(a)

except as provided below, the liability of the Carrier is limited to 1,288 Special Drawing Rights (approximately \$ 2,350 CAD) for each passenger in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked under the Montreal Convention, with the exception of acts or omissions committed with the intention of causing damage or imprudently with the awareness that damage could result therefrom. Lump-sum compensation (intended to cover the costs of immediate requirements) may be granted to passengers.

(b) Unless the passenger proves otherwise, unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.

(c) The passenger may make a special declaration that their checked baggage has a higher value than the carrier's maximum liability (see also Rule 115 - Baggage (B)(6)).
If the passenger does so, then the passenger must make a Special Declaration of Interest to the Carrier prior to the check-in deadline,
In this case, a surcharge must be paid by the passenger to allow for additional liability coverage in the case of destruction, loss, damage or delay of their checked baggage.
If a higher value was declared, the Carrier is not liable for the declared amount if it can prove that it is greater than the passenger's actual interest in delivery at destination.

Note: this provision is not applicable to a person's mobility aid. (For tariff provisions related to the carriage of mobility aids, see paragraph (G) below and Rule 21 - Transport of Passengers with Disabilities).

(d) For unchecked baggage allowed on board, the Carrier may only be held liable in the event of a proven fault by the carrier, its servants or agents. Said liability shall in this case be limited to 1,288 SDR per passenger.

(e) The Carrier is liable for the damage sustained in case of destruction or loss of, or damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on-board the aircraft or during any period within which the checked baggage was in the charge of the carrier.

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Further, the carrier's liability for the destruction, loss, damage or delay of baggage is subject to the terms, limitations and defenses set forth in the Montreal Convention, in addition to any limitation of defense recognized by a Court with proper jurisdiction over claim.

- (f) In case of a baggage delayed, damaged or lost, KLM will refund the fees paid to check it in.
- (h) Exclusions of the Carrier's liability:
 - (i) Carrier is not liable for damage to a passenger's baggage caused by property contained in the passenger's baggage.
If the property contained in the passenger's baggage is a cause of damage to another person, to another passenger's baggage or to the property of the Carrier, the passenger must compensate the Carrier for all losses suffered and costs incurred as a result.
 - (ii) Carrier shall not be liable for the destruction, loss, damage, or delay in delivery of any property which is not acceptable for transportation in accordance with Rule 115 - Baggage, or for any other loss or damage of whatever nature resulting from any such loss or damage or from the transportation of such property, including damage or delay to perishable items or loss or delay of unsuitably or inadequately packed items, for damage suffered by a passenger's baggage where said damage results from the nature of or an inherent defect in said baggage, or, in case of delay, that the Carrier, its agents, and servants took all measures that could reasonably be required to avoid the damage, or that it was impossible to take such measures.

This exclusion is applicable whether the non acceptable property is included in the passenger's checked baggage with or without knowledge of the Carrier.
 - (iii) The Carrier shall not be liable for damage caused in whole or in part to baggage, due to the negligence, or a wrongful act or omission of the person who is claiming compensation of from the person whose rights they hold.

- (5) Time limit on claims and liability action
 - (a) Notification of claims for baggage:
 - (i) the receipt of checked baggage without complaint within the time frames scheduled by the addressee

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shall constitute a presumption, unless the passenger provides proof to the contrary, that the baggage was delivered in good condition and in accordance with the contract of carriage. All missing baggage must imperatively be declared to the Carrier as soon as the flight arrives. Any declarations made subsequently may not be taken into account.

In the same way, any item noted as missing from baggage must imperatively be declared to the Carrier as soon as possible.

Any late declarations may not be taken into account.

- (ii) In the event of the damage, delay, loss or destruction of baggage, the passenger concerned must file a written complaint with the Carrier as soon as possible and at the latest within the respective time limits of seven (7) days (in the event of damage or destruction) and twenty-one (21) days (in the event of delay) as from the date on which the baggage was made available to the passenger.

If a complaint is not filed within the time limits stipulated, all actions against the Carrier shall be inadmissible, except in the event of fraud by the Carrier.

If the complaint was lodged within the stipulated time limits of seven (7) or twenty-one (21) days and no conciliation has been reached between the Carrier and the passenger, the passenger may file an action for damages within two years of the arrival date of the aircraft, or following the date on which the aircraft was scheduled to land.

- (iii) Claims may be subject to proof of amount of loss; passengers may be asked to substantiate their claims.

- (b) Liability actions for passengers:
all liability actions must be filed, under penalty of forfeiture, within two years as from arrival at destination, or from the date on which the aircraft WAS scheduled to arrive or from the end of the carriage. The method for calculating the time limit shall be determined by the law of the court before which proceedings are brought.

- (c) All the claims or actions mentioned in paragraphs (a) and (b) above must be made in writing, within the time limits specified.

(E) Limitation of liability Rules under the Warsaw convention
Except as the convention or other applicable law may otherwise require:

- (1) Carrier is not liable for any loss or claim of

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whatsoever nature (hereinafter in this tariff collectively referred to as "damage") arising out of or in connection with carriage or other services performed by carrier incidental thereto, unless such damage is proved to have been caused by the negligence or willful fault of carrier and there has been no contributory negligence of the passenger.

- (2) Under no circumstances will carrier be liable for damage to unchecked baggage not attributed to negligence of carrier. Assistance rendered the passenger by carrier's employees in loading, unloading or transshipping unchecked baggage shall be considered as gratuitous service to the passenger.
- (3) Carrier is not liable for any damage directly and solely arising out of its compliance with any laws or with governmental regulations, orders or requirements, or from failure of the passenger to comply with same, or out of any cause beyond the carrier's control.
- (4) (a) (Not applicable to/from the U.S.A.) The carrier shall avail itself of the limitation of liability provided in the convention for the unification of certain rules relating to international carriage by air signed at Warsaw, October 12, 1929, or provided in the said convention as amended by the protocol signed at the Hague September 28, 1955. However, in accordance with Article 22(i) of said convention, or said convention amended by said protocol, the carrier agrees that, as to all international transportation by the carrier as defined in the said convention or said convention as amended by said protocol, which, according to the contract of carriage, includes a point in the United States of America as a point of origin, point of destination, or agreed stopping place.
 - (i) The limit of liability for each passenger for death, wounding, or other bodily injury shall be the sum of USD 75,000, inclusive of legal fees and costs, except that, in case of a claim brought in a state where provision is made for separate award of legal fees and costs, the limit shall be the sum of USD 58,000 exclusive of legal fees and costs.

Exception: As to all international transportation by the carrier to which the Warsaw convention as amended by the Hague protocol is applicable, except as provided in (C)(4)(a) above, the limit of liability for

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each passenger for death, wounding or other bodily injury shall be equivalent of 128 821 SDR exclusive of costs or at the option of the claimant the United States dollar equivalent of 128 821 SDR exclusive of costs.

- (ii) The carrier shall not, with respect to any claim arising out of the death, wounding or other bodily injury of a passenger, avail itself of any defense under Article 20 (i) of said convention or said convention as amended by said protocol. Nothing herein shall be deemed to affect the rights and liabilities of the carrier with regard to any claim brought by, or on behalf of or in respect of any person who has willfully caused damage which resulted in death, wounding or other bodily injury of a passenger.
- (b) Carrier shall avail itself of the limitation of liability to passengers as provided in the convention (see Rule 65 (tickets) herein); and, in the international transportation of passengers, except as provided in 4(a) above the liability of the carrier for personal injury or death of each passenger shall be limited to the sum of 125,000 French gold francs (USD 10,000.00) (CAD 10,000.00) or 250,000 French gold francs (USD 20,000.00) (CAD 20,000.00) if the Hague Protocol amendment of the convention is applicable.
- Exception: As to all international transportation by the carrier to which the Warsaw convention as amended by the Hague protocol is applicable, except as provided in (C)(4)(a) above, the limit of liability for each passenger for death, wounding or other bodily injury shall be equivalent of 128 821 SDR exclusive of costs or at the option of the claimant the United States dollar equivalent of 128 821 SDR exclusive of costs.
- (5) (Applicable to/from the U.S.A. only)
- (a) In accordance with Article 22 (1) of the convention for the unification of certain rules relating to international transportation by air signed at Warsaw, October 12, 1929 or said convention as

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amended by the protocol signed at the Hague on September 25, 1995 ("the protocol"), AF agrees that, as to all international transportation by KLM as defined in the said convention or said convention as amended by said protocol, which, according to the contract of carriage, includes a point in the United States of America as a point of origin, point of destination, or agreed stopping place, KLM shall not invoke the limitation of liability in Article 22 (1) of the convention as to any claim for recoverable compensatory damages arising under Article 17 of the convention.

- (b) KLM shall not avail itself of any defense under Article 20 (1) of the convention with respect to that portion of such claim which does not exceed 100,000 SDRs.
- (c) Except as otherwise provided in paragraphs (a) and (b) hereof, KLM reserves all defenses available under the convention to any such claim. With respect to third parties, AF also reserves all rights of recourse against any other person including, without limitation, rights of contribution and indemnity.
- (d) Neither the waiver of limits nor the waiver of defenses shall be applicable in respect of claims made by public social insurance or similar bodies (except with respect to any such bodies of the United States) however asserted. Such claims shall be subject to the limit in Article 22 (1) and to the defenses under Article 20 (1) of the convention.

Note: In the United States, paragraph (c)(5) of Rule 55 shall expire upon any final action of the department of transportation which does not make provision for tariffs identical to that paragraph.

- (6) In any event liability of carrier for delay of passenger shall not exceed the limitation set forth in the convention.
- (7) Any liability of carrier is limited to equivalent in local currency of:
 - (a) 19 SDR (Special Drawing Rights) per kilogram for checked baggage;

Note: For the purpose of determining liability under the convention, with respect to passenger's baggage acceptable for checking under Rule 115 (baggage), the weight of each piece of such baggage shall be deemed to be the maximum allowable weight for each piece of such baggage under the rule 115, unless the actual weight is stated on the baggage check. All

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- claims are subject to proof of amount of loss.
- (b) 332 SDR (Special Drawing Rights) in the case of unchecked baggage unless a higher value is declared in advance and additional charges are paid pursuant to carrier's tariff.
- (8) In the event of delivery to the passenger of part but not all of his checked baggage (or in the event of damage to part but not all such baggage) the liability of the carrier with respect to the not delivered (or damaged) portion shall be reduced proportionately on the basis of weight, notwithstanding the value of any part of the baggage or contents thereof.
- (9) Carrier is not liable for damage to a passenger's baggage caused by property contained in the passenger's baggage. Any passenger whose property caused damage to another passenger's baggage or to the property of carrier shall indemnify carrier for all losses and expenses incurred by carrier as a result thereof.
- (10) Liability for fragile, irreplaceable or perishable articles
- (a) Carrier is not liable for loss, damage to or delay in the delivery of fragile or perishable articles, money, jewelry, silverware, negotiable papers, securities or other valuables, business documents or samples, liquids, computers, prescription drugs, photographic equipment, electronic equipment, video equipment and cellular telephones, musical instruments, passport, or identity cards, manuscripts or designer clothes which are included in the passenger's checked baggage, whether with or without the knowledge of carrier.
- (b) Carrier will refuse to accept any articles which do not constitute baggage as such term is defined herein, but if delivered to and received by carrier, such articles shall be deemed to be within the baggage valuation and limit of liability and shall be subject to the published rates and charges of carrier.
- (11) The owner of a pet shall be responsible for compliance with all governmental regulations and restrictions, including providing valid health and rabies vaccination certificates when required. Carrier will not be liable for loss or expenses due to the passenger's failure to comply with this provision, nor will it be responsible if any pet is refused passage into or through any country, state or territory.
- A passenger traveling with a pet in cabin (PETC) on an KLM flight must fill in a PETC checklist to comply with the IATA Live Animals Regulations (LAR). A checklist must be completed online when they check in, sign and print it, and hand it to the airport check-in agent. If customers arrive at the airport without the checklist, the check-in agent

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will provide the checklist and it can be filled out and signed at the check-in desk.

<https://img.static-kl.com/m/18458c63ba13f524/original/PETC-checklist-EN.pdf>

- (12) Liability - services of other airlines
- (a) A carrier issuing a ticket or checking baggage for carriage over the lines of others does so only as agent.
 - (b) No carrier shall be liable for the delay of a passenger, or the loss, damage or delay of unchecked baggage, not occurring on its own line; and no carrier shall be liable for the loss, damage or delay of checked baggage not occurring on its own line, except that the passenger shall have a right of action for such loss, damage or delay on the terms herein provided against the first carrier or the last carrier under the agreement to carry.
 - (c) No carrier shall be liable for the death or injury of a passenger not occurring on its own line (see note).
Note: Except to the extent provided in paragraph (E)(4) and (5) above, rules affecting liability of carriers for personal injury or death are not permitted to be included in tariffs filed pursuant to the laws of the United States, and paragraph (E)(12)(c) is included herein as part of the tariff filed with governments other than the United States and not as part of tariff C.A.B. no. 516 issued by airline tariff Publishing Company, agent, filed with the Department of Transportation.
- (13) Carrier shall not be liable in any event for any consequential or special damage arising from carriage subject to this tariff, whether or not carrier had knowledge that such damages might be incurred.
- (14) Whenever the liability of carrier is excluded or limited under these conditions, such exclusion or limitation shall apply to agents, servants or representatives of the carrier and also any carrier whose aircraft is used for carriage and its agents, servants or representatives.
- (15) Time limitations, claims
- (a) No action shall lie in the case of damage to baggage unless the person entitled to delivery complains to an office of carrier forthwith after the discovery of the damage, and at the latest, within seven (7) days from the date of receipt; and in the case of delay or loss, unless the complaint is made at the latest within twenty-one (21) days for all carriers from the date on which the baggage has been placed at his disposal (in the case of delay) or should have been placed at his disposal (in the case of loss). Every complaint must be in writing and dispatched

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within the times aforesaid. Where carriage is not "international carriage" as defined in the convention, failure to give notice shall not be a bar to suit where claimant proves that:

- (i) It WAS not reasonably possible for him to give such notice, or
 - (ii) That notice WAS not given due to fraud on the part of carrier, or
 - (iii) The management of carrier had knowledge of damage to passenger's baggage.
- (b) Any right to damages against carrier shall be extinguished unless an action is brought within two (2) years reckoned from the date of arrival at the destination or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

(F) Gratuitous transportation

- (1) Gratuitous transportation by carrier of persons as hereinafter described shall be governed by all the provisions of this rule, except subparagraphs (2) and (3) which follow, and by all other applicable rules of this tariff.
- (a) Transportation of persons injured in aircraft accidents on the lines of carrier and physicians and nurses attending such persons.
 - (b) Transportation of persons, the object of which is that of providing relief in general epidemics, pestilence or other calamitous visitation.
 - (c) Transportation of persons, which is required by, and authorized pursuant to part 223 of the economic regulations of the department of transportation.
 - (d) Transportation of persons which is subject to the convention.
 - (e) Transportation of officers, employees and servants of carrier traveling in the course of their employment and in the furtherance of carrier's business.
- (2) Except with respect to gratuitous transportation of persons described in paragraph (F) (1) above, carrier in furnishing gratuitous transportation shall not be liable (the provisions of Rule 55 (liability of carriers) to the contrary notwithstanding) under any circumstances, whether of its own negligence or that of its officers, agents, representatives or employees, or otherwise, and the person using such free transportation, on behalf of himself/herself, his/her heirs, legal representatives, defendants and other parties in interest, and their representatives, assignees, releases and agrees to indemnify carrier, its officers, agents, representatives and employees from all liability (including cost and expenses), for any and all

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delay, and for failure to complete passage, and from any and all loss or damage to the property of such person.

- (3) Except with respect to gratuitous transportation of persons described in paragraph (f) (1) above, carrier, in furnishing gratuitous transportation, shall not be liable (the provisions of Rule 55 (Liability of Carriers) to the contrary notwithstanding) under any circumstances whether of its own negligence or that of its officers, agents, representatives or employees, or otherwise, and the person using such free transportation, on behalf of himself/herself, his/her heirs, legal representatives, defendants and other parties in interest, and their representatives, assignees, releases and agrees to indemnify carrier, its officers, agents, representatives and employees from all liability (including cost and expenses) for any and all death or injury to such person (see note).

Note: Except to the extent provided in Rule 55 (liability of carriers), with respect to C.A.B. No. 516, issued by Airline Tariff Publishing company, agent, rules affecting liability of carriers for personal injury or death are not permitted to be included in tariffs filed pursuant to the laws of the United States, and paragraph (f)(3) is included herein as part of the tariff filed with governments other than the United states and not as part of C.A.B. no. 516, issued by Airline Tariff Publishing Company, agent, filed with the Department of Transportation.

(G) Mobility aids

- (1) Notwithstanding the normal carrier liability as contained in this rule, the limit of liability will be waived for claims involving the loss of damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid.
- (2) Mobility aids include physical items which passengers with disabilities have been prescribed by a physician or other licensed medical professional to compensate for or alleviate their disability such as the following:

- (a) An electric wheelchair, a scooter or a manually operated rigid frame wheelchair
- (b) A manually operated folding wheelchair
- (c) A walker, a cane crutches or braces
- (d) A device that assists the person to communicate
- (e) A portal oxygen concentrator and
- (f) A prosthesis or similar medical device

Note: For greater certainty, medication and/or similar products which are taken orally, topically

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or by injection, as well as syringes and medical supplies used to provide such medication to a person do not constitute a mobility aid.

(3) In the event that a mobility aid is lost or damaged while in the care of the air carrier:

- (a) The carrier will immediately provide a suitable temporary replacement without charge until such time as the aid is located and made available to the passenger (including repairs, where needed) or replaced as per the provision below:
- (b) If a damaged aid can be repaired, in addition to (a) above, the air carrier will arrange, at its expense, for the prompt and adequate repair of the aid in Canada and return it to the passenger as soon as possible upon the latter's return to Canada.
- (c) If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours following the passenger's return to Canada, the carrier will in addition to (a) above, replace it with a similar aid or reimburse the passenger for the replacement value of the damaged or lost aid, as determined by the carrier, acting in good faith. The original aid, if subsequently found, will become the property of the carrier, who may then make use of or dispose of the same as the carrier sees fit.

(H) Service animals

Should injury or death of a service animal result from the fault or negligence of the carrier, the carrier will undertake to provide expeditiously, and at its own expense, medical care for or replacement of the service animal. Service animal means an animal that is required by a passenger with a disability for assistance and is certified, in writing, as having been trained by a professional service animal institution to assist a passenger with a disability and which is properly harnessed in accordance with standards established by a professional service animal institution.

(I) Claims made regarding delays, cancellations or denied boarding

- (1) Passengers must submit claims made directly to the Carrier and allow the Carrier 30 days or such time as prescribed by applicable law (whichever is the shorter time period) to respond directly to them before engaging third parties to claim on their behalf.
- (2) The carrier will not process claims submitted by a third party if the passenger concerned has not submitted the claim directly to the carrier and allowed the carrier time to respond, in accordance with the above.
- (3) In the event that a passenger does not have the capacity to submit a claim personally, the legal guardian of said passenger may submit a claim to

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- the carrier on the passenger's behalf. The carrier may request evidence that the legal guardian has authority to submit a claim on the passenger's behalf.
- (4) A passenger may submit a claim to the carrier on behalf of other passengers on the same booking. The carrier may request evidence that the passenger has the consent of other passengers on the booking to submit a claim on their behalf.
 - (5) The carrier will not process claims submitted by a third party unless the claim is accompanied by appropriate documentation duly evidencing the authority of the third party to act on behalf of the passenger.
 - (6) Passengers are not prohibited by this clause from consulting legal or other third party advisers before submitting their claim directly to the carrier.
 - (7) Any payment or refund will be made by cheque, email transfer or bank transfer directly to the passenger, at the choice of the carrier. The carrier may request evidence that the bank account is held by the passenger concerned.
 - (8) The passenger or his legal guardian commits not to assign any right to compensation, damages or refund that he could hold against the Carrier. Subject to the applicable law, any assignment of the passenger's rights to compensation, damages or refund shall be deemed null and void.
 - (9) In the case of a compensation claim under APPR, the passenger must submit the claim to the Carrier before the first anniversary of the day on which the flight delay or cancellation occurred.

Rule 60 Reservations and Seat Selection†

(A)

General

A ticket will be valid only for the flight(s) for which reservation(s) shall have been made, and only between the points named on the ticket or applicable flight coupons. A passenger holding an unused open-date ticket or portion thereof or miscellaneous charges order for onward travel, or who wishes to change his/her ticketed reservation to another date, shall not be entitled to any preferential right with respect to the obtaining of a reservation.

(B) Personal data

The passenger recognizes that personal data has been given to Carrier for the purposes of making a reservation for carriage, obtaining ancillary services, facilitating immigration and entry

† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 60 are effective January 17, 2025, pursuant to Order No. 2021-A-3 of the CTA.

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requirements, and making available such data to government agencies. For these purposes, the passenger authorizes Carrier to retain such data and to transmit it to its own offices, other Carriers, or the providers of such services, in whatever country they may be located. All passenger information shall be handled in accordance with

(C) Conditions of reservations

- (1) A reservation for space on a given flight is valid when the availability and allocation of such space is confirmed by the carrier or its agent and entered into the carrier's reservation system. A validated ticket will be issued to the passenger subject to payment or other satisfactory credit arrangement, provided that all applicable requirements are complied with, including any requirement set out in applicable fare rule, such as ticketing time limits. Reservation of space may be cancelled by carrier without notice if these requirements are not complied with, including if ticket is not issued within the ticketing time limit stated in applicable fare rule.
- (2) Reservations requested from any carrier or authorized agency will be accepted subject to the ticketing provision of the rule governing the fare used.
- (3) If a passenger requires a special meal, he/she must enquire as to the availability thereof when making the reservation (or changing a reservation) or within the time limits published by the carrier. Otherwise, the carrier cannot guarantee the presence of said special meal on board the flight concerned. If, due to operational constraints, certain requests cannot be met, the carrier may not be held liable in any way on this ground.

(D) Communication charges

The passenger will be charged for any communication expense paid or incurred by carrier for telephone, or any other means of communication arising from a special request of the passenger concerning a reservation.

(E) Seat Allocation on flights operated by KLM

- (1) (a)(i) KLM does not guarantee allocation of any particular space in the aircraft.
Note: Carrier has a supplemental seating policy (and related procedures) for passengers under the age of 14 travelling with a parent or guardian traveler to ensure that reasonable efforts are made by the carrier prior to check-in, at time of check-in and by airport and in-flight agents to seat the child next to their parent or guardian traveler, free of charge (see paragraphs (I) and (J) in this rule).
- (ii) KLM reserves the right to change passenger seating at any time after booking, in certain circumstances such as schedule irregularity, aircraft substitution, or if the seat is needed to accommodate

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- the needs of a passenger with a disability. The seat fee will then be refunded automatically or upon request, unless passenger is accommodated in an equivalent seat to his/her satisfaction
- (iii) Exit row seats are only available and offered to passengers 12 years of age and older who are able to read, understand, and provide oral instructions in English or French, are able to visually assess if it is safe to open the emergency door, are free of any disability, condition, reduction in mobility or responsibility such as attending to another person that may prevent them from performing emergency exit functions, and are able to reach and operate the emergency exit and willing to assist in evacuating the aircraft in the event of an emergency (see also paragraph (4)(b) below).
Passengers who attest, at time of booking, that they qualify for sitting in an exit row seat have the obligation of informing KLM should any of these qualifications change after booking.
 - (b) i) Passengers travelling on a Standard or Flex fare, children traveling alone, passengers with reduced mobility can select a non-Seat Option in Economy Class free of charge and subject to availability.
 - (ii) For passengers travelling on a Light/Basic fare, the seat selection is a paid option but they can select a non-seat option in Economy class free of charge and subject to availability at the time of online check-in, which commences 30 hours prior to departure.
The price of the non-Seat Option depends on the destination, the travel dates and the selected fare. The price will be displayed when purchasing the ticket or from the "My bookings" section of the website.
 - (iii) Passengers travelling in Business class can select a non-seat option free of charge at any time subject to availability
 - (c) Chargeable seats changes:
 - (i) it is possible to change a chargeable seat on the same flight or to a new flight - additional costs may apply
 - (ii) it is possible to change a chargeable seat for another type of chargeable seat at an additional charge
 - (iii) it is possible to change a chargeable seat to a less expensive seat, however no refund applies for any difference in price
 - (iv) it is possible to cancel a chargeable seat, but a refund is not allowed in case of a voluntary cancellation, except in cases when, after a voluntary flight change, there are no seats of that category available on the new flight.
In this case the passenger may apply for a full

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refund.

(2)

Seat Options: available in the Economy cabin on Long Haul Flights

"Extra Legroom seat": depending on the aircraft, these seats are located next to the emergency exit doors or in some rows other than those located next to the emergency exit doors. This Seat option is available for all flights and the price varies depending on the destination and travel dates.

Duo seat: seat in a row of 2 in the Economy Cabin on a Long-Haul Flight, located in rows containing only 2 seats. Duo Seats in a row of 2 may also be reserved individually on long-haul flights. The price varies according to the destination and the travel dates.

(c)

"Front Section Seat": seat located in the first 2-4 rows of the Economy Cabin. The location and number of these seats depend on the aircraft type. For long-haul flights, this option allows to exit the aircraft among the first passengers. The price varies according to the destination and the travel dates

"Long-haul flights": A long-haul flight with an KLM flight number and provided by KLM , offering the opportunity to reserve a seat option.

"Short-or medium-haul flights": A short-or medium-haul flight with a KLM flight number and provided by KLM , offering the opportunity to reserve a seat option.

(3) Reservation conditions and restrictions for a Seat Option

- (a) A customer may purchase a seat option, subject to availability, for certain KLM long-haul flights:
 - (i) When purchasing a ticket online,
 - (ii) After purchasing a ticket, in the "Check-in" or "Your Bookings" section of our the website,
 - (iii) During the online check-in process
 - (v) At the airports, KLM ticket offices, centres, and through passenger's travel agent.
- (b) A customer travelling on a flying blue award ticket can reserve a seat option in the "check-in" or "your Bookings" sections of the website

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- after purchasing the ticket or during the online check-in process.
- (c) A customer traveling on a group ticket can reserve a seat option during the online check-in process and at certain interactive kiosks or check-in counters in certain airports.
 - (d) A customer may reserve a seat 'Extra Legroom Seat' on certain KLM medium-haul flights:
 - (i) During the online check-in process
 - (ii) At the airports.
 - (e) Seat options are subject to an additional fee and are offered exclusively to customers traveling in the Economy Cabin on long-haul flights. On short-and medium-haul flights, 'Extra Legroom Seat' is the only seat option offered.
 - (f) This option cannot be booked online when purchasing the ticket in the following cases:
 - (i) Customers with reduced mobility who require special services must contact the Saphir services (via the "Contact Us" section of KLM Website) before booking a Seat Option.
 - (ii) Children traveling alone and benefiting from the Unaccompanied Minor service
 - (g) Customers can pay the seat option using one of the following payment cards:
 - (i) American Express, Mastercard/Eurocard, Visa, Diners, UTAP, JCB.
 - (ii) Customers holding a flying blue card can use their miles to pay for the seat option in the "check-in" or "your Bookings" sections of the website after purchasing a ticket.
 - (iii) BlueBiz members can use their blue credits to pay for the seat option.
 - (h) KLM will make every effort to respect any seat option assignment reserved according to the present conditions. The customer is informed by the present conditions that KLM may be required to modify seat option assignments for operational reasons related to security and/or safety measures or operational irregularities, even after boarding and seat assignment. KLM cannot be held responsible in this case. Customers not benefiting from a seat option reserved under the present conditions will be reimbursed the price of the seat option according to the terms listed in Article 5 below.
 - (i) A seat option reserved by a customer is non-transferable.
 - (j) A seat option reserved by a customer may be transferred to another flight; additional costs may apply. To do so, the customer must contact the point of sale, no later than 30 hours prior to their new departure time.

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- (k) A seat option reserved by a customer may be exchanged for the purchase of a more expensive seat option, subject to availability. This may be done during the online check-in process, at an interactive kiosk at the airport or at an KLM point of sale. In this case, the customer must pay the price difference between the 2 seat options.
Exchanging a seat option for a less expensive seat option is permitted through a KLM ticket office or call center. In this case, however no refund applies for any difference in price.
- (4) Conditions of use for seat options by reserving a seat option, the customer agrees to meet the following cumulative conditions:
- (a) The customer must possess the capacity to enter into contractual relations.
 - (b) if the customer chooses a seat option located near an emergency exit, he or she must be able to assist in the event of an evacuation and must therefore fulfil the attribution criteria defined by air regulations; for safety and security reasons, occupancy of these seats is limited to passengers able to understand safety instructions and meet the physical requirements (see also paragraph (1)(a)(iii) above.

This provision, undertaken in an effort to facilitate rapid access to emergency exits, notably excludes assignment of these seats to the following persons:
 - (i) Passengers with a disability (traveling with or without a service animal)
 - (ii) pregnant women
 - (iii) Passengers of size needing an extension belt
 - (iv) Customers traveling with Infants and/or Children up to and including 11 years of age
 - (v) Children of any age traveling alone and benefiting from the Unaccompanied Minor service
 - (vi) Passengers traveling with a pet in the cabin
 - (vii) Passengers unable to fully understand or act upon the safety instructions.
 - (viii) Customers using a portable oxygen kit (e.g . weno11 ws120) provided by the airline or customers using their own respiratory devices (personal oxygen concentrator, respirator, etc.)
 - (c) Seat options may be located near offices or restrooms
 - (d) when reserving a seat option, the customer agrees to provide KLM with exact information and refrains from reserving if he or she does not meet the present conditions. Failure to do so will result in the company assigning a different seat to the customer.

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(e) A customer reserving a seat options can only do so in his or her own name or for a person who has duly assigned the customer the authority to reserve a seat option in his or her name and account, hereafter named "mandate passenger". In this situation, the mandate passenger is deemed to be familiar with and have accepted the present conditions, and the customer guarantees the respect of the mandate passenger for all the present conditions.

5) Refund conditions for seat Options.

(a) A customer having reserved a Seat Option may only obtain a refund for the price of the Seat Option in the following situations:
(i) The flight for which the passenger reserved the seat option is canceled and the seat option could not be provided on the replacement flight
(ii) The seat option was not assigned to the customer by KLM due to operational reasons related to operational irregularities or security and/or Safety requirements.
(iii) the Customer purchased a Flex Fare and canceled his or her entire trip.

(b) A customer may request a refund for the price of a seat option by filing out an online claim form, accessible via the "contact us" section on our website.
(c) A customer having reserved a seat option will not be able to obtain a refund for the price of the seat option notably in the event that the customer has not respected or fulfilled the present conditions or if the customer is upgraded to the business cabin after purchasing a ticket for the Economy Cabin.
(d) In case the Customer purchases a paid upgrade, the Price of the Seat Option will then be deducted from the price of the Upgrade Option, or the price of the Seat Option will be refunded.

(6) Miscellaneous

Customers holding a Flying Blue card can receive the following services by entering their card number when purchasing their ticket.

(a) Customers holding a KLM and Air France Flying Blue Ultimate or Platinum or Club 2000* card
can reserve one seat option at no extra charge.
(b) Customers holding a KLM and Air France Flying Blue Gold Card can reserve one seat option 72 hours before departure.
(c) Customers holding a KLM and Air France Flying Blue Silver Card can reserve one seat option 24 hours before departure.

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(7) Force Majeure

KLM will not be held responsible nor be considered as having failed in their obligations in the event of the non-performance of all or part of the reserved services if this breach is due to a case of Force Majeure as defined in Rule 1 in this Tariff .

In this event, the Customer may not claim any indemnity, interest or compensation as result of a direct or indirect prejudice suffered by the non-delivery of services.

(F) Communications costs upon cancellation

Communications costs upon cancellation except as otherwise provided in this tariff, whenever a passenger cancels reservations made for him/her and such cancellation is not subject to a service charge, carrier will require payment from the passenger to cover the communications costs of making such reservations and subsequent cancellation thereof.

(G) Cancellation of reservation

(1) If a passenger does not check in for flight, the carrier may cancel his/her reservation for the onward or return legs, unless the passenger has informed the carrier in advance and in compliance with the fare conditions (see Rule 65 "tickets").

(2) The transportation security agency's (TSA) secure flight program requires that KLM collect the following additional information from passengers when making a reservation to fly within, into or out of the United States:

(a) Full name (required), as it appears on government-issued i.d. approved for use when travelling.

(b) Date of birth (required)

(c) Gender (required)

(d) Address number (optional)

KLM may cancel a reservation if the reservation does not include the required secure flight passenger data (full name, date of birth, and gender) at least 72 hours prior to the scheduled departure. This cancellation policy applies to all KLM tickets, including tickets for KLM codeshare partners' flights.

(H) Time to think option (TTT)

KLM proposes Time To Think option when booking online (for a flight with an KLM flight number); the Time To Think option allows to guarantee the booking and the fare for up to 3 days and is proposed during the booking process, on the payment page. The price varies according to the destination and travel cabin. The TTT option is charged per passenger and the customer is informed that the TTT option amount is non-refundable.

Note: the duration of the Time To Think period varies depending on the destination and the date of booking.

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- (I) Families traveling with children
For families travelling with a child age 14 or younger, KLM will reserve the seats free of charge two days before the flight departure. To make this possible, all of the family members must be included in the same booking file. The seat location is indicated on the boarding passes provided during online check-in or at the airport. However, if specific seats are required, the families can choose the seats in advance. In this case, families will pay online, either when booking or later in the "my bookings" section of the website. The choice of standard seat for a fee is not available online for families traveling with infants under 2 years of age. To purchase this service, Passengers should contact the carrier after purchasing the ticket.
- (J) KLM has a supplemental seating policy for passengers under the age of 14 travelling with a guardian traveler to ensure that a reasonable efforts are made prior to check-in, at time of check-in and by airport and in-flight agents to seat the child next to their guardian traveler free of charge. Such efforts include:
- (1) The possibility of selecting adjoining seats online:
 - a) passengers travelling on a standard fare to Europe can select a non-seat option Economy Class seat free of charge subject to availability
 - (b) passengers travelling on a Light/Basic fare to Europe or on a standard fare to other areas can select a non-Seat Option Economy class free of charge and subject to availability at the time of online check-in, which commences 30 hours prior to departure
 - (c) passengers travelling in Business class can select a non-Seat Option free of charge at any time subject to availability
 - (2) If unavailable on-line and if requested by customer, check-in agents attempting to locate adjoining seats at check-in;
 - (3) If efforts are unsuccessful at check-in gate agents attempting to locate adjoining seats at boarding, or if unavailable, requesting volunteers to change seats.
 - (4) If efforts are unsuccessful at boarding, flight attendants requesting volunteers to change seats on board
- (K) Children under age 5 must be accompanied by an adult age 18 or older when travelling . The accompanying adult must occupy a seat in the same cabin and be seated adjacent to the young child.
- (L) Customers Parent, guardian or tutor should always indicate in their booking that they are travelling with children.

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- (1) The carrier will facilitate the assignment of a seat to a child who is under the age of 14 years by offering at no additional charge:
 - (a) in the case of a child who is 4 years of age or younger, a seat that is adjacent to their parent, guardian or tutor's seat
 - (b) in the case of a child who is 5 to 11 years of age, a seat that is in the same row as their parent, guardian or tutor's seat, and that is separated from the parent, guardian or tutor's seat by no more than one seat
 - (c) in the case of a child who is 12 or 13 years of age, a seat that is in a row that is separated from the row of their parent, guardian or tutor's seat by no more than one row.
- (2) If a passenger is assigned a seat in accordance with (1) above that is in a lower class of service than their ticket provides, the carrier will reimburse the price difference between the classes of service
- (3) If the passenger chooses a seat that is in a higher class of service than their ticket provides, the carrier will request supplementary payment representing the price difference between the classes of service.

(M) Advance seat selection applicable fees per segment

For the Basic/Light fares, the price depends on the destination and the travel dates.
The price will be displayed when purchasing the ticket from the "My bookings" section of the website

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Rule 61 Capacity Limitations

- (A) A reservation for space on a given flight is valid only when the availability and allocation of that space is confirmed at such fares by the carrier.
- (B) KLM will limit the number of passengers carried on any one flight in any fare class or cabin, and such fares and fare classes will not necessarily be available on all flights or in all markets. The number of seats which KLM will limit the number of passengers carried on any one flight in any fare class or cabin, and such fares and fare classes will not necessarily be available on all flights or in all markets. The number of seats which KLM makes available on a given flight is determined by KLM's best judgment of the anticipated total passenger load on each flight.

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Rule 65 Tickets

A) General provisions

- (1) (a) The Ticket evidences, until proven to the contrary, the existence of the conclusion and content of a Contract of Carriage between the Carrier and the Passenger whose name is shown on the Ticket.
Such ticket shall entitle the Passenger to transportation only between points of origin and destination and via the routing designated thereon.
- (b) The Carriage service is only provided to the Passenger(s) named on the Ticket.
Passengers must therefore be able to provide the Carrier with proof of their identity, as well as the identity of those for whom they are responsible, at any time during their journey.
- (2) A ticket will not be issued and in any case Carrier will not be obliged to carry until the Passenger has paid the applicable fare or has complied with credit arrangements established by Carrier.
- (3) In the event that Carrier does not have reliable confirmation that payment has been validly made, or, if Carrier advises Passenger for the need for additional information, Carrier may request additional information from the Passenger(s) and/or, when a ticket was paid by a person who is not the passenger.
Carrier may request the presence of the cardholder at the airport any time after ticket issuance including at check-in, prior to travel or after travel has commenced.
Carrier also reserves the right to require another form of payment should a Passenger not be able to reliably confirm that payment was validly made and/or provide the additional information requested.
thereon.
- (4) (a) The carrier reserves the right to check the identity documents of its Passengers.
- (b) Certain tickets, which are sold at reduced fares, are partially or totally non-refundable or non-changeable.
It is up to the passenger to consult the conditions applicable to the use of their ticket and, where applicable, to take out the appropriate insurance to cover the circumstances under which they would have to cancel or modify their journey.
- (c) Tickets are valid for travel only when used in accordance with all terms and conditions of sale.
Terms and conditions of sale include but are not limited to:
 - (1) the passenger's itinerary, as stated on the ticket or in the passenger's reservation record

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- (2) any requirement associated with the passenger's fare level (for example, age in the case of children's discount) or specific conditions.
 - (3) any requirement that the passenger stay over a specified date or length of time (for example weekend) at the destination specified on the ticket.
 - (d) As the ticket is subject to mandatory formal conditions, the ticket shall at all times remain the property of the issuing carrier.
 - (e) A ticket that has been modified by a person other than the carrier or one of its authorized agents shall not be valid for carriage.
- (5) Ticketing fee:
- (a) A non-refundable ticketing fee shall be included in the total fare quoted to the passenger at the time of ticketing.

Point of sale	Channel	Fee
USA, including Puerto Rico and Virgin Islands and Canada	KLM telephone sales	no fee applies
	KLM website	no fee applies
	www.klm.ca	
Airport and city	ticket offices	
	First	USD120 / CAD120
	Business	USD120 / CAD120
	Premium Economy	USD100 / CAD100
	Economy	USD 90 / CAD 90

Tickets for the following will not incur the service fees:
Infants under 2 years old without a seat, travelling with an adult

Flying Blue award tickets purchased on www.klm.com
Airline staff tickets

Reissues
EMD's

- (b) A non-refundable surcharge shall be included in the total fare quoted to the Passenger at the time of ticketing when the form of payment used is a corporate credit card.

Point of Sale	Channel
Canada	-KLM telephone sales -KLM website www.klm.ca -KLM Airport and City ticket offices

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-Travel agencies

The fees are as follows, based on the total fare of the ticket, including taxes and other surcharges:

Visa	2.2% with a cap of 30 CAD
Mastercard	2.2% with a cap of 30 CAD
American Express	2.4% with a cap of 30 CAD
Other cards	1.75% with a cap of 30 CAD

Tickets for the following will not incur the surcharge:
Infants under 2 years old without a seat, travelling with an adult
Flying Blue award tickets
Industry discounts
Staff tickets
Reissues
EMD's

(6) Reissue service fee

A fee of USD 50/CAD 70 will be charged by KLM city and airport ticket offices (CTO and ATO) for the voluntary reissue of tickets originally purchased through external ticketing sources. The above reissue service fee will also be charged by KLM direct sales service centers or sales and service centers (SSC) for voluntary reissue of tickets purchased through external ticketing sources. The reissue service fee is collected once per passenger, per ticket, and is applicable for all itineraries.

Exception: Reissue service fee is not applicable to:

- (a) tickets with infant's discounts;
- (b) involuntary reissues due to flight irregularities;
- (c) tickets originally issued by AF/KL/DL/AZ through direct sales channels (CTO, ATO, SSC, AirFrance.com, KLM.com, Delta.com, Alitalia.com);
- (d) tickets reissued on Delta.com;
- (e) documents reissued against a previously issued EMD or service recovery voucher;
- (f) revalidations;
- (g) Flying Blue (AFKL) and SkyMiles (DL) upgrades;
- (h) military and government fares;
- (i) for ATO/CTO only: tickets originally issued by Kenya Airways (KQ) direct sales channels.

(7) Fares applicable only for ticketed itinerary

Fares apply for travel only between the points for which they are published. Tickets may not be issued at fare(s) published to and/or from a more distant point(s) than the points being traveled, even when issuance of such tickets may produce a lower fare.

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- (8) KLM prohibits the practices commonly known as:
- (a) "Back to back ticketing":
the purchase or usage of two or more tickets issued at round trip fares, or the combination of two or more round trip fares end to end on the same ticket for the purpose of circumventing minimum stay requirements
 - (b) "Duplicate bookings":
carrier does not permit a passenger to hold more than one confirmed reservation/ticket on the same departure flight/origin and destination for the same travel date
 - (c) "Throwaway ticketing":
the purchase or usage of round-trip fares for one way travel
 - (d) "Hidden City/Point beyond ticketing":
the purchase of a fare from a point before the passenger's actual origin or to a point beyond the passenger's actual destination. Accordingly, passenger shall not purchase one or more tickets or use flight coupons in one or more tickets in order to obtain a lower fare than could otherwise be applicable.
- (9) Erroneous Fares:
KLM will exercise reasonable efforts to ensure that all fares it publishes are accurate and available for sale, but KLM, as a policy, does not file nor intend to file tickets priced at a zero fare or that are erroneous or reasonably apparent as erroneous. If an erroneous fare is inadvertently published for sale and a ticket is issued at the erroneous fare before it has been corrected, KLM 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. In this event, KLM will also reimburse any reasonable, actual, and verifiable out-of-pocket expenses incurred by the purchaser in reliance upon the ticket purchase. The purchaser must provide receipts or other evidence of such actual costs incurred in support of any reimbursement request.
- (10) Duplicate, Fictitious and Impossible/Illogical Bookings
KLM prohibits duplicate, impossible, or fictitious bookings, including but not limited to multiple conflicting itineraries for the same passenger on the same day or bookings with connections that depart before the arrival of the inbound flight. KLM reserves the right to cancel any such booking which has not been ticketed, and to cancel and refund any such booking which is ticketed at a refundable fare.
- (B) Validity
- (1) General
The ticket is good for carriage from the airport at the place of departure to the airport at the place of destination via the route shown therein and for

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the applicable class of service. Each flight coupon will be accepted for carriage on the date and flight for which a confirmed reservation has been made.

(2) Period of validity

A ticket is valid

- for one year, as from the original date of issuance and travel must once travel has commenced, then all travel must be completed within one year from the date on which travel commenced, unless otherwise specified on the ticket.
- If a ticket is exchanged or reissued:
 - (a) a wholly unused ticket must be exchanged within the original validity period of one year and will be given a new ticket issue date based on the date of exchange.
 - (b) If travel has commenced, then the ticket must be reissued and all travel completed within one year from the date on which travel commenced.

Note: certain fares may have different periods of validity, in which case the specific rules associated with the fare will take precedence.

(3) Illness

- (a) In the event of illness of the passenger before the start of the journey, the fare conditions shall apply.
- (b) If, after having started their journey, a passenger is prevented, for health reasons, from continuing their journey during the validity period of the ticket, the carrier may extend the validity of the ticket upon presentation of an appropriate medical certificate attesting to the health reasons that prevented the passenger from continuing with the journey and that such health reasons were not known at the time of reservation, until the date on which the passenger is once again in a position to travel or until the date of the first available flight. Said extension shall only start at the point at which the journey was interrupted and shall be valid for carriage in the class of the fare paid. If the unused flight coupons contain one or more agreed stopping places, the validity of the ticket may be extended by three months at the most, as from the date shown on the medical certificate submitted. In the same way, the carrier may, on request, extend the validity of tickets for immediate family members accompanying the passenger, subject to compliance with the conditions of proof specified above.

(4) Death

- (a) Death of the customer before/after the start of the journey:

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the Refunds Department shall refund the cost of the ticket to the customer's beneficiary.

- (b) Before the start of the journey, people who originally intended to travel with the deceased customer or in the event of a death in the customer's immediate family:
please see the "Case of Force Majeure" in paragraph (6) below.
 - (c) In the event of the death of a passenger during a journey, the tickets of the persons who are accompanying the deceased passenger may be changed either by waving any minimum stay requirements or by extending the validity period of those tickets. In the event of the death of an immediate family member of a passenger whose journey has started, the validity of their tickets and of those of the members of their immediately family travelling with them may be changed in the same way. Any change mentioned above may only be made after receipt of a valid death certificate. The foregoing extension shall only begin at the point that the journey is interrupted and shall be valid for carriage in the class of the fare paid (including taxes). Any extension cannot exceed forty-five (45) days from the date of death.
- (5) An Electronic Miscellaneous Document issued without definite date of passage must be presented for a ticket within one year from the date of issue; otherwise, it will not be honored for a ticket.
- (6) Case of Force Majeure
where the passenger has a ticket that he/she has not used or that he/she has used partially and that passenger is unable to travel due to a case of Force Majeure, as defined in Rule 1 (Definitions), the carrier shall provide the passenger with a credit note corresponding to the fare (including taxes) of his/her non-refundable and/or non-changeable ticket, valid for one year, which can be used for a subsequent journey on flights provided by the carrier, subject to the applicable service expenses, provided that the passenger notifies the carrier as soon as possible and provides evidence of the case of force majeure.
- (C) Coupon order of use
- (1) Flight coupons will be honored only in the order in which they are issued.
 - (2) Any non-compliant use by the passenger (for example, if he/she does not use the first coupon or if the coupons are not used in the order in which they were issued) noticed on the day of travel, will result in the obligation to pay an extra fixed fee at the airport amounting to:
 - (a) EUR125/CAD 190 for flights in Europe (including metropolitan France and Corsica) in Economy and EUR 300/CAD 450 in Business class.
 - (b) EUR 500/CAD 750 for an economy intercontinental flight.

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(c) EUR 1,500/CAD 2250 for a business intercontinental flight.

(3) In order to be able to collect their checked baggage if the passenger decides to cut the journey short, and does not use all of the flight coupons, he or she may be liable to pay a fixed rate fee of no more than EUR 300/CAD 450.

(D) Invalidated ticket

(1) A ticket is invalidated as the result of the passenger's non-compliance with any term or condition of sale, such as:

- (a) if it used for travel to a destination other than that specified on the ticket,
- (b) if the passenger fails to comply with applicable stayover requirements,
- (c) if the passenger does not meet the purpose of status requirement associated with the fare category on the ticket,
- (d) if KLM determines that the ticket has been purchased or used in a manner designed to circumvent applicable fare rules.

(2) Where a ticket is not valid as the result of the passenger's non-compliance with any term or condition of sale, KLM has the right in its sole discretion to:

- (a) cancel any remaining portion of the passenger's itinerary or bookings,
- (b) confiscate or revoke any unused portion of the ticket,
- (c) refuse to board the passenger or check the passenger's baggage, and/or
- (d) assess the passenger for the reasonable remaining value of the ticket, which shall be no less than the difference between the fare actually paid and the lowest fare applicable to the passenger's actual itinerary.

(E) Non-transferability

A ticket may not be transferred. If a person other than the person who is to travel presents a ticket for carriage or refund purposes, the carrier shall not assume any liability if, while acting in good faith, it carries or refunds the person who presents the ticket.

The purchaser of the ticket and the passenger are responsible for ensuring that the ticket accurately states the passenger's name. Presentation of a ticket for transportation by someone other than the passenger named on the ticket renders the ticket void.

(F) Identification of the carrier

The carrier identification may be shown as an abbreviation on ticket, using its Airline designator code (as defined in Rule 1) or in any other form. The carrier's address is deemed to be that of its registered office or principal place of business.

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Rule 70 Check-In and Boarding Times (Applicable for Transportation to/from U.S.A., US Territories and to/from Canada)

- (A) Reservations subject to cancellation for failure to meet Check-in and Boarding deadlines:
a reservation may be cancelled without any liability towards the passenger if the passenger does not comply with all applicable check-in procedures by the check-in deadline for his/her flight, or if the passenger is not at the gate and ready for boarding by the applicable boarding deadline.
The check-in and boarding deadlines in effect on the date of travel will apply and are posted on klm.com.
- (B) Passenger Responsibility to allow sufficient time:
the passenger must arrive at the airport with sufficient time to comply with all check-in procedures, complete security screening, comply with all other government requirements and departure processing, and arrive at the gate by the applicable boarding deadline.
KLM will not delay flights for passengers who are not at the gate and ready to board on time, and is not liable for any loss or expense due to the passenger's failure to comply with this provision.
- (C) Check-in .:
(1) Recommended:
The passenger is recommended to arrive at the airport at least 120 minutes prior to scheduled departure time of the flight on which he/she holds a reservation in order to drop off the baggage's and go through the security checkpoints.
- (2) Check-in deadline:
Passengers must check-in, with his/her baggage, if any, at least 60 minutes prior to scheduled departure time.
- (3) Passenger must check in via self-service device, or through an KLM agent at the check-in counter within the aforementioned check-in times.
Passengers checking baggage must check-in and drop off baggage within the above check-in times.
- (4) If the passenger's journey includes subsequent flights, it is the passenger's responsibility to check that they are in possession of all the information relating to Check-in deadlines for these flights.
- (D) Boarding:
the passenger must be available for boarding at the boarding gate at least 45 minutes prior to scheduled departure time of the flight on which he/she holds a reservation.
The Carrier may cancel a passenger's booking if the passenger is not present at the boarding gate at the latest by the boarding time specified to the passenger, without any liability to the passenger.

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- (E) If passenger fails to meet any of the requirements in this Rule, KLM may reassign pre-reserved seat and/or cancel the reservation of such passenger(s) who arrives past the aforementioned time limits. Carrier's liability shall be limited to providing a voluntary Refund, per Rule 90 - Refunds.
- (F) The carrier may not be held liable in any way, in particular for any loss, damage or disbursement, if a passenger has not complied with the conditions of this rule.

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Rule 75 Currency of Payment

The provisions of this rule are subject to applicable exchange laws and government regulations.
When used in this tariff, the dollar sign refers to Canadian dollars.

- (A) Payment in the country of commencement of transportation
 - (1) Payment of fares shall be made in the currency of the country of commencement of transportation, or
 - (2) in any currency acceptable to the carrier, provided that the equivalent of the local currency fare is collected at the bankers' buying rate of exchange in effect on the date of issuance of the airline transportation document.
 - (3) When a transportation document issued outside the country of commencement of transportation is tendered for payment (in total or in part), the provisions of paragraph (B) below shall apply.
- (B) Payment outside the country of commencement of transportation
 - (1) The amount to be paid shall be determined by converting the total amount to be collected, expressed in the currency of the country of commencement of transportation, into the currency of the country of payment at the applicable bankers' selling rate of exchange in effect on the date of the transaction.
 - (2) Payment shall be made with either the currency of the country of payment, or in any currency acceptable to the carrier, provided that the equivalent of the local currency amount of the country of payment established in accordance with paragraph (B)(1) above is collected at the bankers' buying rate of exchange in effect on the date of the transaction.
- (C) Voluntary rerouting

In the event that voluntary rerouting or cancellation results in the reassessment of the fare:

 - (1) The fare will be reassessed in the currency of the country of commencement of transportation.
 - (2) The local currency fares to be used will be those applicable at the time of commencement of transportation.
 - (3) The IATA rate of exchange to be used will be that applicable at the time of original ticket issuance.

(D) Refunds

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- (1) The amount of refund shall be converted using the bankers' rate applicable on the date of the refund except as provided in (D)(2) below.
- (2) When the original payment has been made in a currency other than the currency of the country of commencement of transportation, refunds in the same currency as originally tendered will be made at the exchange rate used for the original payment.

E) Additional collection

when an additional collection is made in a country other than the country of commencement of transportation, the amount to be collected shall be converted using the bankers' selling rate applicable on the date of the additional collection.

(F) Rates of exchange

Rates of exchange apply at the date of payment. The bankers' rates referred to in paragraph (A) through (E) above are defined as follows:
the bankers' buying rate or bankers' selling rate means the unit rate published

- (1) in the U.S.A.: each Tuesday in the wall Street journal under the heading "Foreign exchange".
This rate will be applicable from Wednesday of each week up to and including the Tuesday of the following week. When a national holiday falls on a Monday, foreign exchange rates do not appear in the Tuesday edition of the wall Street journal. In this case, the previous week's rates are used through Wednesday instead of Tuesday, and the Wednesday edition of the wall Street journal will be used for the period Thursday through Tuesday.

- (2) In Canada: each Friday in the Toronto Globe & Mail under the heading "Foreign exchange - mid market rate in Canadian funds". When exceptional circumstances prevent the publication of exchange rates, the rates quoted on the previous business day, as applicable, will be used. These rates will be applicable from Monday of the following week up to and including the following Sunday.

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Rule 80 Revised Routings, Failure to Carry and Missed Connections
(Applicable for Transportation to/from the U.S.A. and Canada)

- (A) Changes requested by passenger
- (1) When a change can be made at the passenger's request and subject to payment of any fee set out in the applicable fare rule, carrier will effect a change in the routing (other than the point of origin), destination carrier(s), class of service, flight coupon(s), travel dates, or will cancel a reservation provided that such carrier issued the ticket.
 - (2) The method of effecting the change requested by the passenger shall be effected by:
 - (a) endorsement or coupon control of such unused ticket or flight coupon(s) or,
 - (b) re-ticketing of the passenger.
 - (3) Applicable fare
 - (a) The fare, fees, charges and surcharges applicable as a result of any such change in routing, destination, or carrier shall be the new fare, taxes, fees, charges and surcharges available at the time the change is made, plus the applicable change fee or penalty, per applicable fare rule provided that:
 - (i) additional passage at the through fare shall not be permitted unless request has been made prior to arrival at the destination named on the original ticket and
 - (ii) After the carriage has commenced, a one way ticket shall not be converted into a round trip or circle trip ticket at the round trip or circle trip discount for any portion already flown; and
 - (iii) after carriage has commenced a round trip ticket can be converted into a circle trip ticket, or vice versa provided that request is made prior to the passenger's arrival at the destination named on the original ticket or miscellaneous charges order.
 - (b) Any difference between the fare, taxes, fees, charges and surcharges applicable under subparagraph (i) above, and the fare, taxes, fees, charges and surcharges paid by the passenger will be collected from the passenger by the carrier accomplishing the rerouting, who will also refund any amount per refund Rule 90 - Refunds.
 - (4) Expiration date
The expiration date of any new ticket issued will be the same as the expiration date of the old ticket.
 - (5) Time limits on cancellations and charges for late cancellations will be applicable to revised routings requested by passenger.
- (B) (see Rule 85 -Schedule Irregularities, Delays and Cancellations of Flights)
- (C) In the event of death, the following provisions will apply for

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passenger's travelling at a fare with rerouting or change of reservation restrictions:

- (1) In the case of death of a passenger, the accompanying passengers may terminate or interrupt travel but no later than 45 days after the travel is interrupted.
 - (2) In the case of death in the immediate family, a group fare passenger or an individual passenger may return to the place of origin shown on the ticket, without stopovers EN route, at the same fare on the next available flight, if death occurred at the point at which travel is interrupted, but no later than 45 days after the travel is interrupted.
 - (3) The ticket of returning passengers will be endorsed "Return account death (name)" and such endorsement shall be authenticated by validation or other official stamp.
 - (4) A death certificate must be presented at the time of re-ticketing or in the country where death occurred.
- (D) Missed connections
in the event a passenger misses an onward connecting flight on which space has been reserved for him/her because the delivering carrier did not operate its flight according to schedules, or changed the schedule of such flight, the delivering carrier will arrange for the carriage of the passenger or make involuntary refund in accordance with Rule 85 - Schedule Irregularities, Delays and Cancellations of Flights)
- (E) Free baggage allowance
an involuntary rerouted passenger shall be entitled to retain the free baggage allowance applicable for the type of service originally paid for. This provision shall apply even though the passenger may be transferred from a Business class flight to an economy class flight and is entitled to a fare refund.

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Rule 85 Schedules, Irregularities, Delays and Cancellation of Flights
(Applicable on KLM operated flights to/from Canada)

(A)
Schedules

- (1) "Schedule irregularity" means any of the following:
 - (a) Delay in scheduled departure or arrival of a carrier's flight, or
 - (b) Flight cancellation or any other delay or interruption in the scheduled operation of a carrier's flight, or
 - (c) Substitution of equipment or of a different class of service, or
 - (d) Schedule changes which require rerouting of passenger at departure time of the original flight.
- (2) The flights and flight schedules listed in the schedule indicators have no contractual value and are solely intended to inform passengers of the flights offered by the carrier. Said schedule indicators are not definitive and are liable to be changed after their publication date. On the other hand, the flight schedules printed on the carriage ticket are deemed, subject to changes for reasons beyond the control of the carrier, to be an integral part of the contract of carriage.
- (3) The flight schedules will be issued prior to acceptance of the passenger's reservation and reproduced on the ticket. The flight schedules thus planned may, however, be changed following the issue of the ticket. In this case, passengers will be informed if the carrier has their contact details. Passengers are nevertheless requested to check with the carrier, before their scheduled departure date, that the flight schedules shown on their carriage ticket or their travel memo have not changed. However, in the event of a schedule change for safety purposes or situations within the carrier's control, as well as outside the carrier's control, that is not convenient for the passenger and/or if the carrier is not in a position to offer a more suitable reservation within 48 hours, the passenger may benefit from a refund, as stated in rule 90 refunds.
- (4) KLM assumes no responsibility for passenger making connections not included as part of the itinerary set out in the ticket. Carrier is not responsible for changes, error of airports or omissions either in timetables or other representations of schedules. KLM will not guarantee and will not be held liable for cancellations or changes to flight times that appear on passengers' tickets due to force majeure, including labor disruptions or strikes.
- (5) it is the passenger's responsibility to provide the carrier with their contact details so that they can be contacted in the event of a change in the planned schedules as they appear on the

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ticket.

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

(B) Cancellations, rerouting, delays in the case of a schedule irregularity, KLM shall implement the provisions of this rule in compliance with APPR unless applicable local law provides otherwise.
note: this rule is only applicable when a flight is delayed at departure, not when a flight leaves on time and is subsequently delayed.

- (1) KLM will promptly provide timely updates, including the reason for the delay or cancellation:
 - (a) As soon as KLM is aware of such a delay or cancellation and then,
 - (b) At regular intervals of 30 minutes until a new departure time for the flight is set or new travel arrangements for passengers have been made and;
 - (c) As soon as possible when new information is available.
- (2) The carrier will take all steps required to carry the passenger and their baggage without delay. In this respect, and with the aim of avoiding cancelling the carriage, the carrier may be led to offer carriage to the passenger in another aircraft or to make the journey on another carrier's flights and/or by any other means of carriage.
- (3) Except as otherwise provided for in the convention and if a passenger has a single contract of carriage (as defined by convention) that is the subject of a reservation:
 - (a) -if the carrier cancels a flight, or operates a flight that is delayed of three hours or more after the departure time that is indicated on the passenger's original ticket for safety purposes or situations within its control the carrier must, in agreement with the passenger:
 - (i) Carry the passenger on the next flight with an available seat, without surcharge and, where applicable, extend the ticket validity commensurately, or
 - (ii) Reroute the passenger to the destination shown on the ticket within a reasonable time, in whole or in part on the carrier's own flights or those of another carrier, or by any other means of carriage agreed on with

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the passenger. If the fare and charges for the new routing are lower than the refund value of the ticket, in whole or in part, the difference will be refunded to the passenger, or if the alternate travel arrangements provide for a higher class of service than the original ticket, the carrier will not request supplementary payment or

(iii) Refund the ticket, in accordance with rule 90 - Refunds. if the passenger chooses to no longer travel or travelling no longer serves a purpose or if carrier is unable to perform the options stated in

(a)(i) and (ii) above within a reasonable amount of time. In the case the passenger is no longer at the point of origin indicated on the ticket and the travel no longer serves a purpose because of the delay or cancellation, the carrier will refund the ticket and provide the passenger with a confirmed reservation for a flight to that point of origin.

note:

if the passenger is entitled to a refund under APPR due to a situation within KLM's control or required for safety purposes, requests for refund must be made no later than one year after the date of the delay or cancellation.

(b) if the carrier cancels a flight, or operates a flight that is delayed of three hours or more after the departure time that is indicated on the passenger's original ticket for situations outside of its control, the carrier must, in agreement with the passenger and within 48 hours of the end of the event that caused the delay or the cancellation of the flight:

:

- (i) carry the passenger on the next flight with an available seat, without surcharge or
- (ii) reroute the passenger to the destination shown on the ticket within a reasonable time, in whole or in part on the carrier's own flights or those of another carrier, or by any other means of carriage agreed on with the passenger. if the alternate travel arrangements provide for a higher class of service than the original ticket, the carrier will not request supplementary payment.

(iii) If the passenger does not agree with (i) or (ii) above because the trip no longer serves a purpose, any refund will be subject to the applicable fare rules of the passenger's ticket.

(c) A delay or cancellation that is directly attributable to an earlier delay or cancellation that is due to situations outside the carrier's control, is considered to also be due to situations outside that carrier's control if the carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

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(4) Standards of Treatment

Except as otherwise provided in applicable local law, in addition to the provisions of this rule, in case of schedule irregularity for safety purposes or within its control, and passenger is informed of the cancellation or delay less than 12 hours before the departure time that is indicated on their original ticket and has waited 2 hours after the departure time that is indicated on their original ticket KLM will offer:

- (a) food and drink, considering the length of the wait, the time of day and location;
 - (b) For a schedule irregularity lasting overnight, hotel accommodation subject to availability and ground transportation between the airport and the hotel. This service is only available for out of town passengers.
 - (c) access to a means of communication
note: the carrier may limit or refuse to provide the content of this paragraph (4) if it could further delay the passenger.
- (5) Tarmac delays
- (a) Disembarkation
KLM will not permit an aircraft to remain on the tarmac with its doors closed at a Canadian airport for more than three hours or three hours forty-five minutes if departure is imminent. Prior to reaching these timelines, KLM will return the aircraft to the gate or another suitable disembarkation point where passengers will be allowed to disembark.
 - (b) Standards of treatment during a tarmac delay KLM will provide passengers with:
 - (i) adequate food and potable water in reasonable quantities after the aircraft doors are closed (in the case of departure) or has landed (in the case of arrival).
 - (ii) Proper ventilation and heating or cooling of the cabin
 - (iii) the means to communicate with people outside the aircraft, if feasible
 - (iv) access to operate lavatory facilities
 - (v) KLM will also ensure adequate medical attention is available if needed.
 - (c) Rerouting or refund in the event of disembarkation
passengers who choose to disembark during a tarmac delay are deemed to no longer want to travel on the flight in question and KLM will apply Rule 85 (B)(3) Regarding rerouting and/or refund.
Note: This section does not apply if compliance is not possible, including for reasons related to situations outside carrier's control such as

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safety, security, air traffic control or customs reasons.

(d) Codeshare flight

The Contingency Plan for lengthy tarmac delays applicable within Canada is that of the Carrier actually operating the flight (Actual Carrier).

(C) Right to Compensation

- (1) if a passenger is informed 14 days or less before the departure time on their original ticket that the arrival of their flight at the destination on that original ticket will be canceled or delayed for situations within its control, the carrier will provide a compensation of:
- (a) CAD 400 if the arrival of the passenger's flight at the destination indicated on the original ticket is delayed by three hours or more but less than six hours or
 - (b) CAD 700 if the arrival of the passenger's flight at the destination indicated on the original ticket is delayed by six hours or more but less than nine hours or
 - (c) CAD 1000 if the arrival of the passenger's flight at the destination indicated on the original ticket is delayed by nine hours or more unless KLM can prove that the delay or cancellation is caused by situations outside of its control which could not have been avoided even if all reasonable measures had been taken.

Note 1: If the airline has notified the passenger of the disruption 14 days or less in advance, KLM must provide compensation for the inconvenience of the flight disruption and flight delays of 3 hours or more, provided the disruption is within their control and not related to safety.

Note 2: The airline must pay compensation based on the length of the delay, which is determined by the arrival time at the final destination on the ticket.

- (2) In the case of a cancellation or a delay of three hours or more due to situations within the carrier's control, as well as outside the carrier's control, and the passenger's ticket is refunded in accordance with rule 90 -refunds- because travelling no longer serves a purpose, the carrier will provide a compensation of CAD 400 to the passenger
- note 1: to receive the right to compensation described in this paragraph, the passenger must file a request for compensation with the carrier before the first anniversary of the day on which the flight delay or flight cancellation occurred.
- note 2: in case of cancellation or delay of a flight departing from the European Union or an airport in a third country, KLM will apply the provisions of the EC regulation no. 261/2004.
- (3) The passenger is not entitled to receive delay or cancellation compensation if he/she has already received a denied boarding compensation, or has already been paid under another passenger rights regime for the same event.

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(D) Compensation for denied boarding in the event of overbooking (Rule 87 - Denied boarding)

If, due to scheduled overbooking, the carrier is not in a position to offer a seat to the passenger, even though the passenger has a confirmed reservation, a valid ticket and checked in within the required timeframes and conditions, the carrier shall grant the compensation provided for by the law in force.

(E) Baggage delayed, damaged or lost

- (1) The receipt of checked baggage without any complaint from the passenger within the scheduled timeframes shall constitute a presumption, unless the passenger provides proof to the contrary, that the baggage WAS delivered in a good condition and in accordance with the contract of carriage. All missing baggage must imperatively be declared to the carrier as soon as the flight arrives. Any declarations made subsequently may not be taken into account. In the same way, any item noted as missing from baggage must imperatively be declared to the carrier as soon as possible. Any late declarations may not be taken into account.
- (2) In the event of damage, delay, loss or destruction of baggage, the passenger in question must file a written complaint with the carrier as soon as possible and at the latest within a period of seven (7) days (in the event of damage or destruction) and twenty-one (21) days (in the event of delay) respectively from the date on which the baggage WAS made available to the passenger. If a complaint is not filed within the time limits stipulated, all action against the carrier shall be inadmissible. If the complaint WAS lodged within the stipulated time limits of seven (7) or twenty-one (21) days and no conciliation has been reached between the carrier and the passenger, the passenger may file an action for damages within one year of the arrival date of the aircraft, or of the date on which the aircraft WAS scheduled to land.
- (3) Passengers will be reimbursed for reasonable necessary purchases upon submitting a reimbursement request via the online declaration form. Passenger must make sure to provide proof to justify amounts claimed in compensation
- (4) in case of a baggage delayed, damaged or lost, KLM will refund the fees paid to check it in
- (5) Compensation:
In accordance with the Montreal Convention, the carrier's liability:
 - (a) shall be limited to cad 2,400 per passenger for checked baggage for any and all types of incidents (delayed/damaged/lost) or,

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- (b) for delayed baggage remitted to the owner within 21 days, compensation shall consequently be based on the refund of the reasonable purchases of first necessity, upon receipt of the bills and within the limit of liability of the carrier.
Note: a delayed baggage shall be considered as lost after 21 days

(F) Operating Carrier to arrange alternate transportation

The carrier operating that flight that is experiencing the schedule irregularity will make the alternative transportation arrangements for the passenger and will apply its own tarmac delay contingency plan in the event of a tarmac delay. If a passenger is travelling on a codeshare flight (operated by another airline), he/she must contact the carrier directly, as the obligation to provide compensation and alternate travel arrangements is the responsibility of the carrier operating the flight which was delayed or cancelled.

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Rule 87 Denied Boarding

(Applicable to flights operated by KLM from/to Canada)

- (A) Applicability for large carrier
when KLM is unable to provide previously confirmed space due to there being more passengers holding confirmed reservations and tickets than for which there are available seats on a flight.
The following rules shall apply:
- (1) In respect of flights departing from an airport in Canada or from the European union (EU) or an airport in a third country bound to an airport in Canada unless passenger received benefits or compensation and were given assistance under another passenger rights regime for the same event;
 - (2) On condition that passengers have a confirmed reservation on the flight concerned and presents himself/herself for check-in at the time indicated in advance and in writing or electronically or; if no time is indicated not later than 60 minutes before the published departure time
 - (3) Only to the passenger travelling with a valid ticket including ticket issued under a flying blue or other commercial program with confirmed reservations and
 - (a) Presents himself/herself at the appropriate place and has observed published minimum check-in times
 - (b) Has complied with KLM 's ticketing and reconfirmation procedures
 - (c) Is acceptable for transportation under the carrier's tariff and the flight for which the passenger holds confirmed reservations is unable to accommodate the passenger and departs without him/her
 - (4) Where KLM is the operating carrier of the flight exceptions: the following passengers will not be entitled to compensations;
 - (a) Passengers travelling to Canada who have received benefits or compensation in the European union (EU) or a third country.
 - (b) Passengers travelling between two airports outside the EU unless the sector is part of a flight (same flight number) that originated in Canada.
 - (c) Passengers without confirmed reservation.
 - (d) Passengers who have not presented themselves for check-in on time
 - (e) Passengers on free or reduced fares not directly or indirectly

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- available to the public, e.g.ID and ad tickets
- (f) If, for operational and safety reasons or beyond carrier's, their aircraft has been substituted with one having lesser capacity and carrier is able to demonstrate that all reasonable measures were taken to avoid substitution or it was impossible to take such measures
 - (g) passengers have been refused transportation in accordance rule 25 - refusal and limitation on carriage
 - (h) attendants of a passenger with a disability pursuant to rule 21 - transport of passengers with disabilities, (i)if government has requisitioned all or part of the customer carrying capacity of the aircraft.
- (5) The passenger is accommodated on the flight for which he/she holds confirmed reservations, but is seated in a compartment of the aircraft other than that reserved, provided that when the passenger is accommodated in a class of service for which a lower fare is charged, the passenger will be entitled to the appropriate refund.
- (6) the passenger is not entitled to receive delay or cancellation compensation if he/she has already received a denied boarding compensation or has already been paid under another passenger rights regime for the same event.

(B) PASSENGER RIGHTS

KLM will inform passengers of the reason for the denied boarding.

(1) Voluntary denied boarding

Before denying boarding to Passengers for reasons within its control or required for safety, KLM will request volunteers from among the confirmed Passengers to relinquish their seats in exchange for compensation.

The request for Passengers and the amount and form of compensation will be at KLM discretion. Volunteers have the right of mutually agreed benefits plus the right to choose between involuntary refund pursuant to Rule 90 - Refunds - and rerouting with the following options:

- (a) rerouting to final destination at the earliest opportunity under comparable transport conditions, or
- (b) rerouting to final destination at a later date according to passenger's convenience but subject to availability of space.

Note: volunteers are not entitled to care, such as phone calls, foods, accommodation etc.

(2) Involuntary denied boarding

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In the event there are not enough volunteers. KLM will select passengers who will be denied boarding in a manner solely determined by KLM (paragraph (F) Boarding Priority). KLM will not require passengers seated on the aircraft to give up their seat involuntarily unless it is required for safety or security reasons.

- (a) In case of involuntary denied boarding KLM will provide right to compensation according to paragraph (B)(3) for situations within carrier's control and
 - (b) for safety purposes or situations within carrier's control, the following alternate arrangements in agreement with the passenger:
 - (i) carry the passenger on the next flight with an available seat, without surcharge and, where applicable, extend the ticket validity commensurately, or
 - (ii) reroute the passenger to the destination shown on the ticket 48 hours after the end of the event that caused the denial of boarding, in whole or in part on the carrier's own flights or those of another carrier, or by any other means of carriage agreed on with the passenger. If the fare and charges for the new routing are lower than the refund value of the ticket, in whole or in part, the difference will be refunded to the passenger, or, if the alternate travel arrangements provide for a higher class of service than the original ticket, the carrier will not request supplementary payment, or
 - (iii) refund the ticket, in accordance with Rule 90 - Refunds- if the passenger chooses to no longer travel or if carrier is unable to perform the options stated in (b)(i) and (ii) above within a reasonable amount of time. In the case the passenger is no longer at the point of origin indicated on the ticket and the travel no longer serves a purpose, the carrier will refund the ticket and provide the passenger with a confirmed reservation for a flight to that point of origin and refund the unused portion of the ticket.
- Note: if the passenger is entitled to a refund under APPR due to a situation within KLM's control or required for safety purposes, as well as outside the carrier's control, requests for refund must be made no later than one year after the date of denied boarding.
- (c) in case of involuntary denied boarding for situations outside of its control, KLM will provide the following alternate arrangements in agreement with the passenger within 48 hours of the end of the event that caused the denial of boarding:

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- (i) carry the passenger on the next flight with an available seat, without surcharge or
 - (ii) reroute the passenger to the destination shown on the ticket within a reasonable time, in whole or in part on the carrier's own flights or those of another carrier, or by any other means of carriage agreed on with the passenger. If the alternate travel arrangements provide for a higher class of service than the original ticket, the carrier will not request supplementary payment.
 - (iii) If the passenger does not agree with (i) or (ii) above because the trip no longer serves a purpose, any refund will be subject to the applicable fare rules of the passenger's ticket.
- d) A denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations outside the carrier's control, is considered to also be due to situations outside that carrier's control if the carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation
- (e) Standards of Treatment
In case of involuntary denied boarding for safety purposes or situations within carrier's control KLM will provide passenger with:
- meals and refreshments, reasonably related to the waiting time
 - access to a means of communication
 - if necessary, hotel accommodation plus transfer between airport and hotel. This service is only available for out of town passengers.
- note: the carrier may limit or refuse to provide the standards of treatment if providing that treatment would further delay the passenger.
- (3) Right to compensation
In case of denied boarding for situations within carrier's control KLM will compensate passenger the following way
- (a) For flights departing from Canada, the amount of compensation for a delay of less than six hours at arrival to final destination on the original ticket is CAD 900 or
 - (b) For flights departing from Canada, the amount of compensation for a delay of six hours or more, but less than nine hours at arrival to final destination on the original ticket is cad1800 or
 - (c) for flights departing from Canada ,the amount of compensation for a delay of nine hours or more at arrival to final destination on the original ticket is CAD2400.
 - (d) The compensation is offered in the form of a refundable voucher
The following conditions shall apply to such vouchers:

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- validity is 1 year from the date of issue
- Lost vouchers will not be replaced
- (e) For flights departing from the European union or an airport in a third country KLM will apply the provisions of the EC regulation no. 261/2004
- (f) A passenger is not eligible for denied boarding compensation if:
 - (i) the passenger was denied boarding for reasons outside the control or for reasons within KLM's control but required for safety purposes
 - (ii) the passenger is seated in a seat other than that specified on their ticket for the same flight at no extra charge
 - (iii) the passenger has been refused transportation in accordance with Rule 25 (Refusal and Limitation on Carriage)
 - (iv) the passenger did not present themselves at check-in or at the gate in accordance with Rule 70 (Check-in and Boarding Times)
 - (v) the Carrier rebooked the passenger's connecting flight as a result of a delay affecting the passenger's incoming flight which reduced the minimum connection time needed between flights.
- (C) Cancellation of flights: (see rule 85 - Schedules, Irregularities, Delays and Cancellations of Flights)
- (D) Delays: (see rule 85 - Schedules Irregularities, Delays and Cancellations of Flights)
- (E) Downgrading of passengers
 - in case of involuntary downgrading to a lower class of service, passengers will be entitled to the following reimbursement:
 - 75 percent of the coupon price for all trips of more than 3,500 km
- (F) BOARDING PRIORITY
 - 1) crew members positioning in preparation for a flight and ground personnel needed for emergency repairs on an aircraft grounded at a station
 - (2) unaccompanied children (under 15 years of age)
 - (3) Passengers with disabilities and their support persons and/or service animal
 - (4) stretcher and wheelchair cases
 - (5) hardship cases as determined by the manager on duty
 - (6) Passenger travelling with family members
 - (7) connecting Passengers
 - (8) a passenger who was previously denied boarding on the same ticket (having disclosed that information to KLM agents)
 - (9) Passengers holding confirmed reservations and a valid ticket for the flight
 - (10) local Passengers in the order their boarding card has been issued excluding Passengers who volunteered for denied boarding.
 - (11) passengers having volunteered for denied boarding compensation in the order they volunteered.

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- (12) passengers holding confirmed reservations will be boarded before any passengers not holding confirmed reservations or any who are not entitled to confirmed reservations.

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Rule 90 Refunds

(A) General provisions

The refund of a ticket (in whole or part) or of an Electronic Miscellaneous Document (EMD) will be made in accordance with this rule, with the ticket's fare conditions and, in all circumstances, with the relevant applicable regulations.

- (1) (a) KLM will make all or part of the individual refunds through its website or via its authorized agent, if so authorized.
 - (b) Basic Economy/Light fares tickets are non-refundable and hold no credit for future travel.
 - (c) KLM will refund the unused airport taxes on a non-refundable ticket however, the carrier imposed international surcharges (YQ/YR) will not be refunded.
- (2)
- (a) Except as provided below or as required by applicable local rules, KLM will refund in accordance with this rule only to the person named as the passenger on the ticket in the original form of payment used to make the booking.
 - (b) Tickets issued in exchange for Electronic Miscellaneous Document (EMD) will be refundable only to the purchaser of the EMD.
 - (c) Tickets issued against a credit card honored by KLM will be refunded only to the account of the person to whom such credit card was issued.
 - (d) If, at the time of ticket purchase, the purchaser designates another person to whom the refund shall be made, then the refund will be made to the person so designated. To do so, the purchaser must contact the carrier directly.
 - (e) If, at the time of application for refund, evidence is submitted that a company purchased the ticket on behalf of his/her employee or that the travel agent refunded his/her client, such refund will be made directly to the employee's company or to the travel agent.
- (3) KLM will refuse to refund a ticket which has been presented to government officials of a country or to carrier as evidence of intention to depart therefrom, unless the passenger establishes to carrier's satisfaction that he has permission to remain in the country or that he will depart therefrom by another carrier or conveyance.
- (4) Time limitation for refund requests
The refund will be made provided that the Electronic Miscellaneous Document (EMD)/ticket is submitted to KLM

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before the expiry of the Electronic Miscellaneous Document (EMD)/ticket's validity period which is one year from the date of issue.

An expired ticket cannot be reissued or exchanged against an Electronic Miscellaneous Document (EMD) under any circumstance.

Refund of a ticket or an Electronic Miscellaneous Document (EMD)

will therefore be denied if request for refund is made after the expiry of the validity period.

Note: if the passenger is entitled to a refund under APPR due to a situation within KLM's control or within KLM control but required for safety purposes, as well as outside the carrier's control, request for refund must be made no later than one year after the date of the delay, cancellation or denial of boarding.

(B) Currency

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

(C) Involuntary Refunds

Involuntary refunds are not subject to any restrictions contained in the applicable fare rule.

The term "Involuntary Refund" shall mean any refund in case of a:

- (1) delay or cancellation within KLM's control or within KLM's control but required for safety purposes, as well as outside the carrier's control, (as governed by Rule 85, Schedule Irregularities, Delays and Cancellations of Flights - within KLM's control or within KLM's control but required for safety purposes); or,
- (2) denial of boarding - within KLM's control or within KLM's control but required for safety purposes (as governed by Rule 87, Denied Boarding - within KLM's control or within KLM's control but required for safety purposes); or
- (3) if due to reasons within KLM's control or within KLM's control but required for safety purposes, as well as outside the carrier's control, the passenger experiences a delay of three hours or more, a denial of boarding or cancellation, and refuses alternate travel arrangements offered because they do not accommodate their travel needs; or
- (4) if due to any other reason within KLM's control in the event the passenger is prevented from using all or a portion of their ticket, including a substitution to a

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lower class of service (downgrade) or a missed connection due to a schedule change.

(5) The amount of Involuntary Refund will be as follows unless otherwise provided elsewhere in this tariff and subject to applicable law:

- (a) KLM will refund the unused portion of the ticket or, if passenger is not at point of origin, refund the ticket and provide passenger with a confirmed reservation back to the point of origin.
- (b) when a portion of the trip has been made and the passenger elects to continue to destination by travel not arranged by carrier, the amount of refund will be at least equivalent to the difference between the fare paid and the fare that corresponds to the carriage not performed, with reference to the route mentioned on the ticket.
- (c) When a schedule irregularity within KLM's control or denial of boarding within KLM's control results in the passenger travelling in a lower class of service (downgrade) than that purchased, KLM will refund the fare difference for the affected flight(s), if any, subject to applicable law.
- (d) The carrier will be allowed to offer the refund in other forms as well (for example, vouchers or credits). However, they will only be allowed to provide a refund in another form if:
 - (i) it does not expire;
 - (ii) the carrier informs the Passenger in writing of the value and their right to receive a refund in that amount by original payment method; and
 - (iii) the Passenger confirms in writing they have been informed of their right as stated in (ii) and instead chose the other form of payment.

(D) Voluntary Refunds

The term "Voluntary Refunds" shall mean any refund of a ticket or portion thereof other than an involuntary refund as described in paragraph (C) of this rule, which includes but is not limited to any circumstances that are outside the carrier's control such as situations described in Rules 70 - Check-in and Boarding Times, 25 - Refusal and Limitation on Carriage, and schedule irregularities outside carrier's control, including situations in which passenger chooses to no longer travel.

(1) Voluntary refunds will be based on the applicable fare at the time of ticket issuance, and the refund will be made in accordance with any restrictions contained in the applicable fare rule.

(2) Voluntary refunds will be made only by the carrier which originally issued the ticket or its authorized agent.

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- (3) When a ticket is cancelled within 24 hours of purchase, a full refund without penalty can be obtained. KLM will process the refund for tickets purchased directly from KLM. For tickets issued via a travel agency, cancellation and refund requests must be processed through the travel agency, unless local law provides otherwise.
- (4) if no portion of the ticket has been used, the refund will be the full amount of the fare paid, less any applicable cancellation charges/change fee or penalty set out in the applicable fare rules purchased by the passenger
- (5) if a portion of a ticket has been used, the refund will be an amount equal to the difference, if any, between the fare paid and the applicable fare for travel between the points for which the ticket has been used, less any applicable cancellation charges/change fee or penalty set out in the applicable fare rules purchased by the passenger.
Note: the most restrictive cancellation/change fee applies.

- (6) Service charges
(Applicable to voluntary refunds submitted to KL in Canada)
A service charge of CAD 50.00 will be assessed when a travel agent submits a ticket, exchange order, deposit receipt or a prepaid for a refund to be processed by KLM. This service charge will be deducted from the refund amount.

(E) Refunds in the case of death

(1) Before the start of the journey:

- (a) In case of death of the customer, the Refunds Department shall refund the cost of the ticket to the customer's beneficiary.
- (b) For people who originally intended to travel with the deceased customer or in the event of a death in the customer's immediate family, KLM shall provide the passenger with a credit note corresponding to the fare (including taxes) of his/her non-refundable and/or non-changeable ticket, valid for one year, which can be used for a subsequent journey on flights provided by KLM, subject to the applicable service charges if any, provided that the passenger notifies the carrier as soon as possible.

(2) After the start of the journey:

- (a) In case of death of the customer, the Refunds Department shall refund the cost of the ticket to the customer's beneficiary.
- (b) The tickets of people accompanying the deceased customer may be amended, either by waiving the concept of minimum

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stay, or by extending the validity period of those tickets.

- (c) In the event of a death in the immediate family of a passenger, the validity of his/her tickets and those of his/her immediate family members travelling with him/her may be amended in the same manner. Any of the foregoing amendments may only be made following receipt of a death certificate in the due and proper manner.

The foregoing extension shall only begin at the point that the journey is interrupted and shall be valid for carriage in the class of the fare (including taxes) paid.

Any extension may not exceed forty-five (45) days from the date of death.

(F) Refund Refusal Right

The carrier reserves the right to refuse a refund:

- (1) for any ticket, if the request is made after its validity, which is one year from the date of issue, has expired.
- (2) for a ticket presented to the carrier, or to the authorities of a country, which meets the legislative or regulatory requirement to possess a ticket that enables the passenger to leave the country, unless said passenger provides sufficient proof to establish that they are authorized to reside in said country or that they will leave using another carrier, or by any other means of carriage
- (3) for a ticket, for which the holder is not admitted by the destination or transit authorities on the scheduled route, and if the passenger was refused boarding or returned to their boarding point or to any other destination for this reason
- (4) for a ticket, in a currency that is different from the currency used for the payment
- (5) for a ticket labelled as being "Non-refundable"

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Rule 114 Interline Baggage Acceptance to/from Canada

(A) Definitions:

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

“Interlining Carrier(s)” includes both the selecting carrier and other carriers who have been identified as providing interline transportation to the passenger by virtue of the passenger's ticket.

“Interline itinerary” means all flights reflected on a single ticket involving multiple air carriers (“interlining carriers”).

“Most Significant Carrier (“MSC”)” is determined by a methodology, established by IATA (resolution 302), which establishes, for each portion of a passenger's itinerary where baggage is checked through to a new stopover point, which carrier will be performing the most significant part of the service.

For travelers under the resolution 302 system, the baggage rules of the MSC will apply.

For complex itineraries involving multiple checked baggage points, there may be more than one MSC, resulting in the application of differing baggage rules through an itinerary.

“Most significant Carrier (MSC) - IATA resolution 302 as conditioned by the agency”: in this instance, the MSC is determined by applying IATA resolution 302 methodology as conditioned by the agency.

The agency's reservation has stipulated that only a single set of baggage rules may apply to any given interline itinerary. The aim of the agency reservation is to allow the selecting carrier to use the MSC methodology to determine which carrier's baggage rules apply to an international interline itinerary to or from Canada, while reinforcing the role of tariffs in the determination of which carrier's rules apply.

“Selected Carrier” is the carrier whose baggage rules apply to the entire interline itinerary.

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

“Summary page at the end of an online purchase”:
a page on a carrier's web site which summarizes the details of a ticket purchase transaction just after the passenger has agreed to purchase the ticket from the carrier and has provided a form of payment.

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(B) Baggage Rule Determination by Selecting Carrier

(1) Checked Baggage

For itineraries beginning and ending in Canada, the selecting carrier will decide which baggage rule to apply to the entire itinerary.

- (a) When KLM is the selecting carrier, it will select and apply its own baggage rules, as set out in its tariff, to the entire itinerary.
- (b) When KLM is not the selecting carrier, the selecting carrier shall:
select and apply its own baggage rules as set out in its tariff to the entire interline itinerary, OR
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.

For all other itineraries, the most significant carrier methodology, as determined by IATA resolution 302, will apply.

2) Carry-on baggage

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

(C) Baggage Rule Application by Interlining Carrier

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

(D) Disclosure of Baggage Rules

- (1) For baggage rules provisions related to a passenger's 1st and 2nd checked bag and the passenger's carry-on baggage (i.e. the passenger's "Standard" baggage allowance), when KLM sells and issues a ticket for an interline itinerary, it will disclose to the passenger on any summary page at the end of an online purchase and on the passenger's itinerary/receipt and e-ticket at the time of ticketing, the baggage information relevant to the passenger itinerary.
The disclosed information will reflect the baggage rules of the selected carrier.

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- (2) KLM will disclose the following information:
- (a) the baggage rules which applies;
 - (b) Passenger's free baggage allowance and/or applicable fees;
 - (c) Size and weight limits of the bags, if applicable;
 - (d) Terms or conditions that would alter or impact a passenger's standard baggage allowances and charges (e.g. frequent flyer status);
 - (e) Existence of any embargoes that may be applicable to the passenger's itinerary, if any; and,
 - (f) Application of baggage allowances and charges (i.e. whether they are applied once per direction or if they are applicable at each stopover point).
 - (g) web site disclosure: KLM will disclose on its web site, in a convenient and prominent location, a complete and comprehensive summary of all the carrier's own baggage rules, including information concerning:
 - (i) the maximum weight and dimensions of passenger bags, if applicable, both checked and unchecked;
 - (ii) the number of checked and unchecked passenger bags that can be transported and the applicable charges;
 - (iii) excess and oversized baggage charges;
 - (iv) charges related to check in, collection and delivery of checked baggage;
 - (v) acceptance and charges related to special items, e.g. surf boards, pets, bicycles, etc.;
 - (vi) baggage provisions related to prohibited or unacceptable items, including embargoes, if any;
 - (vii) terms or conditions that would alter or impact the baggage allowances and charges applicable to passengers (e.g. frequent flyer status); and,
 - (viii) other rules governing treatment of baggage at stopover points, including passengers subject to special baggage allowances or charges, etc.

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Rule 115 Baggage^{†Δ}

A) Checked Baggage

- (1) (a) The passenger must hand over baggage at the Carrier's check-in desk for the purpose of checking in prior to the Check-in deadline (Rule 70 – Check-in and Boarding times).
- (b) As soon as the passenger has handed over their baggage at check-in, under the aforementioned conditions, the Carrier shall take custody thereof and issue passengers with a baggage check, for each item of checked baggage.
- (c) The Passenger must affix his contact data to his checked baggage.
- (d) Checked Baggage will, to the extent possible, be carried in the same aircraft as the passenger unless, for operating or security/safety reasons, the Carrier decides that it will be carried on another flight. In this case, the Carrier will deliver the baggage to the passenger, unless the applicable regulations require the passenger to be present for a customs inspection.
- (e) Checked Baggage must be able to withstand normal handling and protect its contents.
- (f) The passenger must not include in their checked baggage fragile or perishable items, or valuable items such as currency, jewelry, works of art, precious metals, silverware, securities or other valuables, optical or photographic equipment, computers, electronic and/or telecommunication equipment or devices, musical instruments (see paragraph (B)(7) in this Rule), passports and identity documents, keys, business documents, manuscripts or deeds, whether individualized or fungible, etc.
- (g) Passengers are advised not to carry any medication in their checked baggage.
- (h) In order to be able to collect his or her checked baggage, if the passenger decides to cut the journey short, and does not use all of the flight coupons, he or she may be liable to pay a fixed rate fee of no more than €300 (CAD450, subject to currency fluctuation).

[†] Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 115 are effective January 17, 2025, pursuant to Order No. 2021-A-3 of the CTA.

^Δ Tracked changes applicable to/from the United States and annotated throughout the entirety of Rule 115 are effective January 17, 2025, pursuant to Docket OST-1997-2050.

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- (i) In the case of codeshare, the baggage rules of the first marketing carrier (carrier whose code appears on the flight number) may apply, not those of the operating carrier.
However, arranging extra items of baggage online on AF.com or KLM.com may not be possible if:
- Passengers are departing from some specific airports
 - (part of) their trip is operated by another airline
 - part of their trip will be by rail or bus.

In these cases, Passengers will be able to arrange extra baggage at the desk at the airport, at the airport fee.

Note: the number of additional baggage items may be limited depending on the size of the aircraft.

- (2) Excess baggage
- (a) The carriage of baggage in excess of the free baggage allowance is subject to a charge.
Details concerning this charge are available at the points of sale of carrier and its authorized agent, on carrier's website and in this Rule 115(B) Baggages: allowance, charges, pets, special items.
- (b) Unless advance arrangements for its carriage have been made with carrier, baggage which is in excess of the applicable free baggage allowance and for which the applicable charge has been paid may be carried on later flights. For other checked baggage see this Rule 115(B) Baggage's: allowance, charges, pets, special items.
- (3) Prohibited items
Passengers must not include the following items in their baggage:
- (a) items that are liable to endanger the aircraft, the persons or property on board, such as those specified in the dangerous goods regulations of the International Civil Aviation Organization (ICAO), the International Air Transport Association (IATA) and in the carrier's regulations, as applicable (additional information is available upon request from the carrier);
these items include, in particular:
explosives, pressurized gas, oxidizing, radioactive or magnetized substances, inflammable substances, toxic or corrosive substances and articles, liquids or other substances which are capable of posing a significant risk to health, safety or property when transported by air;
- (b) any items for which carriage is prohibited or restricted by the applicable regulations and the law

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in force in any departure, arrival or transit State or State over which the aircraft flies;

- (c) Items reasonably considered by the carrier to be unsuitable for carriage due to their weight, dimension, unpleasant odor, configuration or fragile or perishable nature, which make them unsuitable for carriage in light of, in particular, the type of aircraft used.
Information on these items shall be provided to passengers upon request.
 - (d) Firearms and ammunition other than those intended for hunting or sport which, in order to be accepted as checked baggage, must be unloaded, suitably packed and have the safety catch on. The carriage of ammunition is subject to the ICAO and IATA dangerous goods regulations, as stated in paragraph (a) above;
 - (e) Cutting weapons, stabbing weapons and aerosols that may be used as attack or defense weapons;
 - (f) Antique weapons, replica of weapons, swords, knives and other weapons of this type. This type of item may not be transported in the cabin under any circumstances.
They may nevertheless be included in checked baggage, subject to prior and express acceptance by the Carrier.
 - (g) Live animals, with the exception of pets, subject to compliance with the conditions specified in paragraph (5) below.
 - (h) Furthermore, additional information on prohibited items which may not be carried as unchecked baggage, including but not limited to carriage of liquids and gels as well as pointed/edged weapons and sharp objects, blunt instruments and lighters, can be obtained from carrier.
- (4) Right to refuse to carry baggage
- (a) The Carrier may, for security and/or safety reasons, refuse to carry or continue to carry a passenger's baggage if it contains the items listed in paragraph (3) above, or, if the passenger has failed to comply with the following obligations:
 - (i) passengers must be fully aware of the content of all of their baggage;
 - (ii) passengers must not leave their baggage unattended from the time when they pack it and not to accept items from another passenger or any other person;
 - (iii) Passengers must not travel with baggage entrusted

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to them by a third party.

The Carrier has no obligation to take custody of refused baggage and/or items.

- (b) The Carrier may, in particular for security, safety or hygiene reasons, refuse to carry any item that is incompatible with air carriage because of its dimensions, shape, weight, contents, configuration or nature, or refuse to continue to carry them, should they be discovered during a journey.
 - (c) The carrier may refuse to carry baggage that it reasonably considers to be poorly packed or placed in unsuitable containers. Information on packing and unsuitable containers is available upon request.
 - (d) If a person claiming baggage is not in a position to provide the baggage check or the baggage identification form, the carrier shall only hand over the baggage to such person on the condition that he/she establishes his/her rights thereto in a satisfactory manner.
 - (e) The Carrier may refuse to carry baggage for which the passenger has refused to pay the surcharge as defined in paragraph (B) below. The Carrier has no obligation to take custody of refused baggage and/or items.
 - (f) The Carrier will not agree to carry animals that do not have the documents required by the applicable regulations, as defined in subparagraph (5) below.
 - (g) The Carrier may refuse to carry in the hold baggage that has not been handed over by the passenger to the Carrier prior to the Check-in deadline under the conditions defined in paragraph (1)(a) above.
- (5) **Pets**
Pets will only be carried when explicitly accepted for carriage by the carrier at the time of reservation. The number of pets that can be carried is limited per flight and per passenger. Passengers can obtain all the relevant information regarding the carriage of pets from the Carrier and its Authorized Agents and on the KLM Website.
- (a) Passengers must be able to provide valid documents relating to their pets, required by the authorities in the departure, arrival or transit country, including in particular passports, health and vaccination

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certificates and entry or transit permits.
A passenger traveling with a pet in cabin (PETC) on an KLM flight must fill in a PETC checklist to comply with the IATA Live Animals Regulations (LAR). A checklist must be completed online when they check in, sign and print it, and hand it to the airport check-in agent. If customers arrive at the airport without the checklist, the check-in agent will provide the checklist and it can be filled out and signed at the check-in desk.

<https://img.static-kl.com/m/18458c63ba13f524/original/PETC-checklist-EN.pdf>

- (b) if accepted as checked baggage, the pet and its container shall not be included in the free baggage allowance, but constitute excess baggage for which the passenger must pay the fare in force (for charges see this Rule 115(B)(4)). To and from Paris-Charles de Gaulle, the transport of a pet in the hold remains authorized only on direct flights
- (c) Dogs and their cages accompanying passengers with disabilities will be carried free of charge, in addition to the Free Baggage Allowance, in accordance with the Carrier's regulations, which are available on request.
- (d) if the carriage is not subject to the Convention's liability system, the carrier shall not be liable for the injury, loss, delay, illness or death of an animal it agreed to carry, unless said damage is solely due to the gross negligence or willful misconduct of the carrier
- (e) In the event of fraud or the absence or invalidity of the required documents or if the container intended for carrying the pet does not comply with the provisions of paragraph (B)(4) below, the Carrier shall not assume any liability for the injury, loss, delay, illness or death of animals carried, as a result of these failures, unless this is caused by the fault or negligence of the Carrier. Passengers travelling with pets who fail to comply with the applicable regulations must reimburse the fines, loss, compensation and all costs incurred due to such a situation.
- (f) In accordance with the regulations in force, the carriage of certain categories of pets is prohibited.

Information relating to these categories is available, on request, from the Carrier and its Authorized Agents and on the KLM website.
- (g) Depending on the destination, the carriage of pets may be subject to conditions, in particular age, weight and health checks, which the passenger may obtain from

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the Carrier.

- (h) Liability of the Carrier:
the owner of a pet shall be responsible for compliance with all governmental regulations and restrictions, including providing valid health and rabies vaccination certificates when required. Carrier will not be liable for loss or expenses due to the passenger's failure to comply with this provision, nor will it be responsible if any pet is refused passage into or through any country, state or territory.

Note: on KLM aircraft: no PETC is accepted in Business class because PETC cannot be stowed under the seats (this does not apply to SVAN, ESAN and rescue dogs).

(B) Baggage's: allowance, charges, pets, special items

(1) Free baggage allowance and excess baggage charges

- (a) For passengers other than children.

(i) Business Class:

for passengers entitled to travel in Business class, the checked baggage allowance shall be two (2) pieces provided that the three dimensions shall not exceed 158cm/62in per piece and that the maximum weight shall not exceed 32kg/70lbs per piece.

Following passengers are allowed one extra piece: Sky Team elite and elite plus, Club 2000 and Skippers, provided that the three dimensions shall not exceed 158cm/62in and that the maximum weight shall not exceed 32kg/70lbs.

From/to Saint Pierre et Miquelon:
one (1) piece of 32kgs with the three dimensions not exceeding 158cm.

(ii) Economy class

Note:
Light fares have no free baggage allowance.

For passengers entitled to travel in Economy class except Light fares on journeys to/from USA/ Puerto Rico/Virgin Islands/Canada

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via the Atlantic, the checked baggage allowance shall be one (1) piece provided that the three dimensions shall not exceed 158cm/62in and that the maximum weight shall not exceed 23kg/50lbs.

Exception: following passengers are allowed one extra piece, provided that the three dimensions shall not exceed 158cm/62in and that the maximum weight shall not exceed 23kg/50lbs;

- (a) Sky Team elite and elite plus, Club 2000 and Skippers.
- (b) On journeys via the Atlantic between USA/Puerto Rico/Virgin Islands/Canada and countries in Area 2 & 3, as defined in Rule 1 - Definitions.

From/to Saint Pierre et Miquelon:
one (1) piece of 23kgs with the three dimensions not exceeding 158cm.

- (iii) Beyond the baggage allowance associated with their ticket, passengers with disabilities can transport the following in the hold at no extra cost:
 - 2 personal mobility devices (wheelchair, electric scooter, personal transporter, etc.)
 - 1 additional baggage item up to 23kg/50lb to transport their medical equipment.

A request must be made to Saphir, Special Reservations desk, at least 48 hours before the departure of the flight (see Rule 21 Transport of Passengers with Disabilities).

Passengers are also authorized to transport one hand baggage item weighing max. 12kg/26.5lb and measuring max. 55cmx35cmx25cm / 21inx13inx9in.

- (b) For children
 - (i) Children under the age of 2 not occupying a seat will be allowed one piece of checked baggage weighing no more than 10 kg, whose dimensions does not exceed 45 inches plus a fully collapsible child's stroller or push-chair plus 12kg cabin baggage.
Exception: if travelling with an adult on a Light fare ticket with OPC permitted, the children under the age of 2 not occupying a seat will not be entitled to 10kg free checked baggage allowance
 - (ii) Children occupying a seat will be granted the same free baggage allowance as a passenger paying the adult fare.
- (c) Passengers may travel with checked baggage that exceeds the Free Baggage Allowance, subject to payment of a

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surcharge.
Excess Baggage Charges apply per checked portion of the journey;
the charges quoted in (e)(i to iv) below are to be applied as follows:

- in EUR (or the equivalent thereof) when departing from Europe including Algeria, Morocco, Tunisia.
- in CAD when departing from Canada
- in CAD (or the equivalent thereof) when travelling to Canada, departing from all other countries outside Europe including Algeria, Morocco, Tunisia
- in USD when departing from the USA
- in USD (or the equivalent thereof) when departing from all other countries outside Europe including Algeria, Morocco, Tunisia.

Each piece of baggage in excess of the number provided in paragraphs (a) and (b) above will be assessed the applicable charge listed in subparagraphs (i) to (iii) below provided the total weight does not exceed 50lbs/23kg and the outside linear dimensions does not exceed 62in (158cm).

However, arranging extra items of baggage online on AF.com or KLM.com may not be possible if:

- Passengers are departing from some specific airports
- (part of) their trip is operated by another airline
- part of their trip will be by rail or bus.

In these cases, Passengers will be able to arrange extra baggage at the desk at the airport, at the airport fee.

Note: the number of additional baggage items may be limited depending on the size of the aircraft.

- (d) Additional baggage allowance (ABA)
KLM is offering the possibility of purchasing additional items of baggage at a discount when using internet check-in (only on extra baggage within the standard weight of 23kg/50lbs and size 158cm); however, certain restrictions may apply as mentioned in (c) above.

Price levels are shown in (i), (ii), (iii) as (ABA). However, the fees for buying additional checked baggage depend on the time the extra baggage is bought, regardless the touchpoint used:

- (i) within 24 hours before departure: no discount will apply
(ii) more than 24 hours before departure: the

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(iii) discounted baggage fee (ABA) will apply
 customers with a Light fare will pay the same fee
 for their first checked baggage regardless when
 it was bought

(e) Excess baggage charges:

(i) Fees during Rest of the Year
 (all dates excluding High Season - see (ii))

		1st	2nd	3rd & more max 10 pieces
between US/CA	PTP	EUR 50	85	240
		USD 60	100	285
		CAD 75	120	330
US/CA/MX	Europe	EUR 60	85	240
		USD 75	100	285
		CAD 90	120	330
US/CA	Rest of world	EUR 110	110	240
		USD 120	120	285
		CAD 160	160	330

(ii) Fees during High Season
 (15JUN-15SEP & 16DEC-8JAN)

		1st	2nd	3rd & more max 10 pieces
between US/CA	PTP	EUR 50	85	240
		USD 60	100	285
		CAD 75	120	330
US/CA/MX	Europe	EUR 70	85	240
		USD 75	100	285
		CAD 90	120	330
US/CA	Rest of world	EUR 110	110	240
		USD 120	120	285
		CAD 160	160	330

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(iii) Application of fees is based on fare purchased

If allowance of fare is 0PC:

- checking 1 item will be charged amount in 1st column
- checking 2 items, 1 is in 1st and 1 is in 2nd column

If allowance of fare is 1PC:

- checking 2 items, 1 bag is included and 1 is in 2nd column

If allowance of fare is 2PC:

- checking 3 items, 2 bags are included and 1 is in 3rd column

(iv) Special baggage:	Heavy	Super-	Over-	Special
charges btwn	23-32kgs	heavy*	sized**	items
Europe				
/Rest of	EUR	185	185	125
world	USD	200	200	150
	CAD	275	275	175

* Super heavy greater than 32kg (musical instruments only with 48h notice to the Carrier)

** 158cm/62in - 299cm/118in (height + length + width)

(iv) If a baggage item is more than 299cm/118in (height + length + width) in length or 32kg/70lb in weight, it must be handled by Carrier's freight service.

(f) Excess Baggage and Sports Equipment Description on KLM operated flights:

(i) a standard sport equipment weighs no more than 23kg/50lbs (or 32kg/70lbs in the Business class) and its total dimensions are 300cm/118in or under

∴ Advance reservation is required for sporting equipment and advance arrangements must be made 48 hours before departure. Type of equipment and dimensions need to be specified.

(ii) Following equipment's are considered a standard checked baggage; they are therefore considered as 1 piece of baggage (except Light fare tickets):
- golf equipment (1 bag including clubs and shoes) with a maximum weight of 23 kg

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- diving equipment (a wet suit, vest, mask, shoes, fins, knife and pressure regulator)
- fishing equipment (including 2 rods, boots, tackle box and net)
- alpine skis, cross-country skis in a travel case with a maximum length of 300cm (1 pair of skis + 1 pair of poles + 1 pair of boots)
- snowboards in a travel case with a maximum length of 300cm (1 board + 1 pair of boots)
- water skis in a travel case with a maximum length of 300cm (skis only)
- surfboards, kite surfboards, body boards, windsurf boards (if less than 107cm/42in and maximum 23kg)
- (iii) Special items not included in the baggage allowance (charges in paragraph (e)(iv) above):
 - bicycles, folding bicycles and tandems
 - electric bicycle (battery removed; lithium batteries over 160wh are strictly forbidden on board the aircrafts)
 - surfboards, kite surfboards, body boards, windsurf boards and longboards (between 107 and 300cm and maximum 23kg)
 - scuba tanks (empty and not exceeding 23kg)
- (iv) Oversized items:
 - over 158cm/62in up to and including 299cm/118in (sum of the 3 dimensions).
 - For baggage items exceeding 299cm, please see the KLM Cargo site.
 - Note: Kayaks and canoes are not accepted as checked baggage and must be transported as cargo.
- (v) If multiple charges apply to one piece, add up to all relevant charges.
- (vi) For sport equipment exceeding 23kg up to a maximum of 32kg a heavy fee per item applies
- (vii) When exceeding the number of the free baggage allowance, the standard excess baggage charge up to a maximum of 23kg/50lbs per item applies.
- (viii) Maximum number of check-in baggage is 10 pieces with a maximum total weight of 200kg per passenger (3 pieces with a max total weight of 64 kgs per passenger for aircraft with less than 100 seats).
- (ix) The maximum weight for any piece is 32kg/70lb.
 - Exceptions:
 - dog in kennel up to 75kg/165lb
 - musical instrument up to 45kg/100lb
 - wheelchair (power driven/normal)
- (x) Pieces exceeding the maximum size or weight will

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not be accepted as checked baggage but must be transported as cargo at the applicable freight rates.

- (g) Baggage Allowance in case of upgrading or downgrading:
- customers who are downgraded (voluntarily or involuntarily) at check-in retain benefit of their original allowance.
Passengers who purchase an upgrade, either with Flying Blue miles or in cash, benefit from the baggage allowance of the class of travel they upgrade to.
 - Passengers who are involuntarily upgraded keep the allowance of the original cabin of travel.
- (h) Refund on (pre) Paid Excess Baggage
- (i) Passenger is entitled to refund of paid excess baggage charges in the following cases:
 - (a) if KLM is unable to operate the flight
 - (b) if the pre-paid extra baggage is lost and is not found within a reasonable length of time.
 - (ii) No refund applies if the flight, for which the excess baggage was bought, is cancelled or if the passenger brings less baggage than the total allowance, including the pre-purchased extra baggage.
 - (iii) No refund applies in case of a free upgrade
 - (iv) For any baggage exceeding the total allowance, including the pre-paid baggage, the normal excess baggage fee applies
 - (v) If the fare on the ticket permits a flight change, the pre-purchased extra baggage allowance remains valid in combination with the amended ticket.
- (2) (a) Collection and Delivery of Baggage
- (i) Subject to the provisions of paragraph(A)(1)(d), it is the responsibility of passengers to collect their checked baggage as soon as it is made available to them at the arrival points or agreed stopping place points.
If a passenger does not collect baggage within three months from the baggage being made available to them, the Carrier may dispose of said baggage, without being liable to the passenger in any way.
 - (ii) Only the bearer of the baggage check is authorized to collect checked baggage.
 - (iii) If a person claiming baggage is not in a position to produce the baggage check, the Carrier shall only hand over the baggage to them on the condition that they establish their rights thereto in a satisfactory manner.

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(iv) Acceptance of the baggage by the bearer of the baggage check without any complaint on their part at the time of delivery constitutes a presumption, unless proven to the contrary, that the baggage was delivered in good condition, in accordance with the Contract of Carriage.

(a) Collection of excess weight/oversize and/or additional piece charges

At the passengers option, excess weight, oversize and/or additional piece charges will be payable either at point of origin for the entire journey to final destination, or at the point of origin to the point of stopover, in which event, when carriage is resumed charges will be payable from the point of stopover to the next point of destination. When, on a journey, for which a through excess baggage ticket has been issued, there is an increase in the amount of excess baggage carried, carrier will issue a separate excess baggage ticket for such increase and collect charges to destination, or a stopover point, as the case may be.

(3) Checking of baggage by carrier

Except as otherwise provided by this rule, each participating carrier will, upon presentation by a fare-paying passenger of a valid ticket covering transportation over the lines of such carrier or over the lines of such carrier and one or more other participating carriers, check personal property which is tendered by the passenger for transportation as baggage, when tendered at the city of airport office designated by the carrier, and within the times prescribed by such carrier, but no participating carrier will check property to tendered:

- (a) beyond the destination, or not on the routing designated on such ticket;
- (b) beyond a point of stopover;
- (c) beyond a point of transfer to any other carrier, if the passenger has declared a valuation in excess of the amounts specified in paragraph (B)(8) of this rule except between points where through interline service is provided without change of aircraft by two or more participating carriers;
- (d) beyond a point beyond which the passenger holds no reservation;
- (e) beyond a point at which the passenger is to transfer to a connecting flight, and such flight is scheduled to depart from a different airport than that at which the passenger is scheduled to arrive;
- (f) beyond a point at which the passenger desires to resume possession of such property or any portion thereof;
- (g) beyond a point beyond which all applicable charges have not been paid;
- (h) (applicable only for through transportation): to a point to which the passenger holds no

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reservation, unless the passenger's name or initials are on the outside of such baggage.

- (4) Pets in cabin (PETC) or hold (AVIH)
Only dogs and cats are permitted in cabin and hold. Pets in cabin and in the hold are excluded from the free baggage allowance except as indicated in this Rule 115 (A)(5)(c). In all cases advance arrangements with carrier must be made at least 48 hours before departure and approval is needed from Special Reservations.
- Category 1 dogs, as defined by the French Ministry of Agriculture, Food and Forestry, are not permitted for transport in the cabin, or as baggage or cargo. These so-called "attack dogs" do not belong to a particular breed but are similar in morphology to the following: Staffordshire Terrier or American Staffordshire Terriers (pit bulls), Mastiffs and Tosas.
- To transport a Category 2 dog, Passenger should contact the customer service department for freight. Category 2 dogs can travel on the same flight as their owner.
A certified cage is mandatory.

(a) Pets in the Cabin:

KLM does not accept pets in the Business cabin on intercontinental flights. For its own safety, the pet must travel in the hold. (this does not apply to SVAN, ESAN and rescue dogs, subject to the applicable regulations).

- (i) The maximum weight of pet including the bag may not exceed 8kg/17lb.
- (ii) For safety reasons, animal crates are no longer accepted in the cabin, no matter their dimensions.
- (iii) The pet must be at least 15 weeks old.
- (iv) Travel in the cabin for snub-nosed animals
Snub-nosed dogs include:
Affenpinscher, Boston Terrier, Boxers (all breeds), Bulldogs (all breeds), Bull Mastiff, Cane Corso, Pugs (all breeds), Chow-Chow, Great Dane (all breeds), certain breeds of Spaniel (Tibetan, Japanese, English, King Charles), Brussels Griffon, Lhasa Apso, Mastiffs (all breeds), Neapolitan Mastiff, Pekingese, Small Brabant, Shih Tzu, Shar Pei, Staffordshire Bull Terrier.

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Snub-nosed cats include:
Burmese, Exotic Shorthair, Himalayan, Persian.

In high-stress situations, snub-nosed animals, are prone to respiratory problems.
Therefore, before attempting to travel by air with their pet, Passengers shall obtain advice from their veterinary.

- (v) The pet must travel in a special closed travel bag that does not exceed 46x28x24cm/18x11x9in. The bag must be well-ventilated and be big enough for the pet to stand up, turn around, and breathe easily and freely. The bag must fit in the area underneath the seat in front of the passenger. Passengers undertake not to remove pets, even partially, from their bags for the entire duration of the flight.
- (vi) Only 1 animal is permitted per bag.
- (vii) Each passenger may travel with only 1 pet.
- (viii) The pet's travel container is considered an additional baggage item and will incur a fee.
- (ix) one (1) flat fee applies for pets in the cabin including the bag:
the charge per OW is:
USD 125.00 from USA
CAD 125.00 from Canada
EUR 125.00 or the equivalent thereof from Europe (including Morocco, Tunisia and Algeria)
USD 125.00 (or the equivalent thereof) when departing from all other countries outside Europe including Algeria, Morocco, Tunisia and Canada.

KLM will only accept emotional support dogs (ESAN) in the cabin on direct flights operated by KLM to and from Canada, This complies with CA CTA no.105-at-c-a-2023.

(x) A passenger traveling with a pet in cabin (PETC) on an KLM flight must fill in a PETC checklist to comply with the IATA Live Animals Regulations (LAR). A checklist must be completed online when they check in, sign and print it, and hand it to the airport check-in agent. If customers arrive at the airport without the checklist, the check-in agent will provide the checklist and it can be filled out and signed at the check-in desk.

<https://img.static-kl.com/m/18458c63ba13f524/original/PETC-checklist-EN.pdf>

- (b) Pets in the Hold:
Passengers must print, read, understand and sign the

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form "Conditions for transporting a dog or cat in the hold" on KLM website and present it at the airport.

(i) One passenger may check in maximum 3 animals; this number may be restricted, depending on the aircraft type.

- A maximum of two animals can travel in one kennel if they are adult animals, are the same size, and have maximum weight of 14 kg each;
- a maximum of three animals can travel in one kennel, if they are younger than 6 months, from the same litter, and have a maximum weight of 14 kgs each.

(ii)

A pet weighing more than 8kg/17lb and up to a maximum weight of 75kg/165lb with the container must be transported in the hold;

if the pet and its container weigh more than 75kg, it must be transported by freight.

(iii) The pet must be at least 15 weeks old.

(iv) One (1) flat fee applies for pets in the hold including kennel up to 75kg.

The charge per OW is:

USD 200.00 from USA

CAD 200.00 from Canada

EUR 200.00 or the equivalent thereof from Europe (including Morocco, Tunisia and Algeria)

USD 200.00 (or the equivalent thereof) when departing from all other countries outside Europe including Algeria, Morocco, Tunisia and Canada.

(v) Conditions related to the transport container (International Air Transport Association (IATA) standard):

- the container should be made of fiberglass or hard plastic only.
- If the container has wheels, they must be removed. If they are retractable, they must be sealed with adhesive tape.
- The door must have a central locking system that locks in 2 places: at the top and bottom of the door.
- The door hinges must extend beyond the horizontal extrusions located above and below the door by at least 1.6 cm.
- The 2 parts of the container must be fastened together by bolts.
- The container must have an empty food bowl secured to the mesh door that should be accessible without opening the container.

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- In the event of non-compliance with conditions above, the pet will be denied boarding
- (vi) Conditions to ensure the comfort and well-being of the pet:
 - the dog or cat must be able to stand with its head fully upright, without touching the roof of the container.
The height of the container must therefore be more than 5 cm higher than the height of the animal in the standing position from the top of the ears or the head.
The pet should also be able to turn around and lay down comfortably.
 - The pet will not be provided water during the journey until arrival at the destination.
Therefore, passenger shall ensure that the pet has had enough to drink before check-in.
 - The bottom of the container should be covered with a blanket, newspaper or other absorbent material. Straw is prohibited.
 - The pet should not wear a leash or muzzle. These accessories should not be left in the container either.
 - The pet must neither show signs of physical weakness, nor be injured or under tranquilizer.
- (vii) Snub-nosed animals (as defined in (a)(iv) above) are not permitted for transport in the hold on flights provided by KLM.
- (viii) passengers shall present themselves at the check-in counter 3 hours before the departure of their flight.
If passengers have a connecting flight, a minimum of 2 hours between flights is required.
- (ix) Passengers can check in their pet for the first leg of their trip only.
Between connecting flights, passengers must have enough time to collect their baggage and pet, and check them in again for the second flight. Passengers must have all documents required by the authorities in the country in which they have a connection as they will have to undergo police and immigration procedures before boarding the connecting flight.
- (x) KLM declines all responsibility for any costs incurred (booking modification fees, hotel stay, kennel fees, etc.) in case the pet is refused transport due to non-compliance with the Carrier's provisions, or in case the pet is refused upon arrival due to non-compliance with the provisions established by the country of destination.

* Transfer Charge:
for Amsterdam only (not available at CDG).

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When the transfer time for pet in hold is 3 hours or more in Amsterdam, a transfer charge of USD 200.00 from USA, CAD 200.00 from Canada, EUR 150.00 from Europe, USD 200.00 (or the equivalent thereof) from the rest of the world applies in addition to above charges. The transfer charge is to cover for the cost charged by the animal hotel for hosting and taking care of the pet in hold for during the transfer in Amsterdam.

- (5) Cabin Baggage Allowance/ Unchecked Baggage
Cabin baggage must be stowed in the overhead storage bins located above the passenger's seat. Personal items must fit easily under the seat in front of the passenger unless the passenger is seated in an emergency exit row. In this case, the passenger must stow the personal items in an overhead storage bin.
- (a) Business class Allowance
2 pieces of hand baggage
- size: 55x35x25cm (including pockets, wheels and handles)

1 personal item not exceeding 40x30x15cm/16x12x6in:
- 1 handbag/purse or
- 1 briefcase or
- 1 camera bag or
- 1 laptop, or
- 1 item of a smaller or similar size of those above
total weight max. 18kg/40kg.
- (b) Economy class Allowance
1 piece of hand baggage
- size: 55x35x25cm (including pockets, wheels and handles)

1 personal item not exceeding 40x30x15cm/16x12x6in:
- 1 handbag/purse or
- 1 briefcase or
- 1 camera bag or
- 1 laptop, or
- 1 item of a smaller or similar size of those above
total weight max. 12kg/26lb
- (c) If either the total weight or the size is exceeded, the item must be checked in and normal excess baggage charges apply.
In addition to this Rule 115(B)(5) see also, Rule 115(B)(1)(e).
- (d) If the flight is full or depending on the type of aircraft, it may not be possible to carry the passenger's hand baggage on board, even if it has the correct dimensions and weight. KLM will check it in and carry it in the hold, free of charge.
- (e) Certain baggage that passengers wish to take in the cabin may, for security and/or safety, operational or

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aircraft configuration reasons, at any time prior to the flight departure, be denied cabin access and must be carried as checked baggage.

- (f) Baggage/items that passengers do not wish to carry in the hold (such as musical instruments or other fragile items) and that do not comply with the provisions of paragraphs (5)(a)(b) above (excess dimensions and/or weight) may only be accepted for cabin carriage with prior approval from Carrier's Customer Service department.
Passengers must submit the request at least 48 hours before the flight's departure.
The baggage/item will be placed on 1 or more additional seats and passengers must pay the fare for these seats.
The weight of the baggage/item must not exceed 45kg/99lb.
The passengers should arrive at the check-in counter 3 hours before the flight's departure.
- (g) Passengers are responsible for personal effects and unchecked baggage that they take into the cabin. In the event of the destruction, theft, loss or damage of personal effects and unchecked baggage, the Carrier may only be held liable if wrongdoing on its part, or that of its officials or agents, is proven, said liability being limited to the amount defined in Rule 55 - Liability of Carriers.

(6) Special Declaration of Interest:

- (a) Valuation limit of baggage
No baggage of any one passenger having a declared value in excess of 1,288 SDR will be accepted for carriage, unless special arrangement therefor has been made in advance between the passenger and the carriers concerned.
- (b) For all checked baggage for which the value exceeds the liability limit of 1,288 SDR, as defined by the Convention, in the event of destruction, loss, damage or delay, passengers may either personally insure all their baggage prior to the journey or, when handing over the baggage to the Carrier, make a Special Declaration of Interest limited to a certain amount. In this case, a surcharge must be paid by the passenger.
Compensation will be paid in accordance with the provisions of Rule 55 - Liability of Carriers -.
- (c) Special Declaration of Interest shall not apply to items that should not be carried in checked baggage, such as money, jewelry, silverware, negotiable papers, securities, business documents, samples, paintings, antiques, artifacts, manuscripts, irreplaceable books or publications, cameras or other photographic or movie equipment, computers, electronic

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and/or telecommunication equipment or devices, working papers (i.e. working files, studies, reference material, correspondence, thesis), musical instruments, Passports and identity documents, keys or other similar valuables when such valuables are included in baggage checked or otherwise delivered into the custody of Carrier.

- (d) The Carrier reserves the right to verify the adequacy of the value declared in light of the value of the baggage and the contents thereof.
 - (e) All Special Declarations of Interest must be made by the passenger to the Carrier prior to the check-in deadline.
The Carrier also has the option of capping the level of the declarations that are liable to be made at a maximum amount.
The Carrier also has the right to provide proof, in the event of damage, that the amount declared was higher than the passenger's genuine interest at the time of delivery.
 - (f) Passengers can obtain all the relevant information regarding this Special Declaration of Interest and the surcharge specified in paragraph (b) above from the Carrier.
 - (g) Excess value surcharges will be payable only to the point to which the baggage is checked or to the point of transfer to another carrier if such point precedes the point to which baggage is checked.
 - (h) Carrier will not be obligated to carry baggage until the passenger has paid all applicable surcharges or has complied with credit arrangements established by carrier.
 - (i) When a passenger is rerouted or his/her carriage cancelled, the provisions, which govern with respect to the payment of additional fares or the refunding of fares, shall likewise govern the payment or the refunding of excess weight charges and the payment of excess value surcharges, but no refund of excess value surcharges will be made when a portion of the carriage has been completed.
- (7) Musical Instruments:
A musical instrument is considered a standard checked baggage item. As such, its transport is included free of charge in the price of the ticket as a single baggage item except with Light fare tickets where the baggage is not included free of charge.

Musical instruments can be taken on board KLM aircraft in two different ways:

- (a) as checked baggage:
 - (i) within the free allowance, a musical instrument is considered a standard piece of baggage under the following conditions:

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- the instrument must be suitably packed in a hard case designed for such item
- total dimensions do not exceed 158cm/62in
- maximum weight is: 23kg in Economy cabin
32kg in Business cabin

- (ii) As excess baggage:
the item is considered excess baggage if:
- exceeding the number of free baggage allowance
 - exceeding 23kg in Economy cabin
 - exceeding 32kg in Business cabin
 - exceeding the dimensions (1xhxw 158cm)

Note 1: If between 23kg and 32kg a heavy fee applies

If between 32kg and 45kg a super-heavy fee applies
If exceeding dimensions 158cm the oversize fee applies (max sum of dims is 299cm).

Musical instruments over 32kg/70lb in weight or 300cm/118in in length (cello, bass, etc.) are accepted in the hold, with prior approval from the customer service department.
The passenger must submit the request at least 48 hours before the flight's departure.

Note 2: The instrument must be transported as cargo if:
-exceeding the max length of 406cm and/or,
-exceeding the maximum weight for super-heavy xbag (45kg).

- (b) As cabin baggage

The conditions for transporting a musical instrument in the cabin depend on its size.

- (i) For musical instruments smaller than 115cm/45in in size, height + length + width (guitar, violin, etc.): this is considered a standard baggage item and included in the baggage allowance.
Passenger may not transport an additional hand baggage item.

Musical instruments must always be packaged in a rigid/hard shell container 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.

- (ii)

For musical instruments larger than 115cm/45in in size, height + length + width:
prior approval from the customer service department is required. Passenger must submit the request at least 48 hours before the flight's departure.
The musical instrument will be placed on 1 or more

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- additional seats and the passenger must pay the fare for those seats under the following conditions:
- the item must be placed on the seat in such a way that safety is not at stake;
 - the instrument must be suitably packed in hard cases and must have rounded edges;
 - the item may not block the view or cause disturbance;
 - the item may weight no more than 45kg per seat;
 - the maximum authorized dimensions are 140x50x40cm per seat;
 - the extra seat must be booked at time of passenger's reservation.
- The passengers should arrive at the check-in counter 3 hours before the flight's departure.

Note: Musical instruments weighing over 45kg are never accepted as cabin baggage nor as checked baggage.

(8) Right of Search

For security/safety reasons and/or on the request of the authorities, the passenger may be asked to undergo a search or a scan of their baggage (using X-rays or another technique). If a passenger is not available, their baggage may be scanned or searched in their absence, with a view to checking, in particular, whether it contains the items referred to in paragraph (A)(3) in this rule. If a passenger refuses to comply with such requests, the Carrier may deny them and their baggage carriage.

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Rule 130 Fare Construction (Applicable for Transportation to/from the U.S., U.S. Territories and Canada)

- (A) General
all fares are established in the currency of the country of commencement of travel or in the designated currency for air fares. To facilitate fare computation and fare construction, neutral units of construction (NUC) are established against specified selling fares and published add-ons.
- (B) Directionality
- (1) Fares are calculated in the direction of travel, except when returning to the country of unit origin, the fare to be applied is that from the country of unit origin, i.e. not in the direction of travel.
 - (2) For open jaw special fares originating and terminating in Europe, except for journeys wholly within Europe, when the surface sector occurs between countries in Europe, the fare assessed for the last sector into Europe is the fare applicable from Europe.
 - (3) In applying the provision of (B)(1) above, and except for round trip pricing units, fare components between Canada and USA and between Denmark, Norway, Sweden shall be assessed in the direction of travel.
- (C) Applicable fares
- (1) General
 - (a) The fare paid applies only when international travel originates in the country of commencement of travel as shown on the ticket. If international travel actually commences in a different country, the fare must be reassessed from such country.
 - (b) The fare for the journey (excluding separately assessed side trips) shall be the lowest of:
 - (i) Single pricing unit for the journey, or
 - (ii) any series of end-on or local combined pricing units which collectively comprise the journey being traveled.
 - (c) If no fare is published for the class of service/inventory booked, the fare for the next higher class of service/inventory may be assessed.
 - (d) Fares expressed as a percentage; when fares are expressed as a percentage of another fare and different percentages apply in a journey, the following rule applies:
 - (i) Apply the applicable percentage to the base fares to establish the fare levels as an amount.
 - (ii) Use such fare levels for the application of all fare construction rules

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(e) The provisions within a specific fare rule take precedence over any general provisions contained herein unless otherwise specified.

(2) Normal fares

(a) If the routing of the journey is determined as fulfilling the definition of a round trip, circle trip or normal open jaw trip, the pricing unit must be assessed as such. The use of one-way fares is not permitted.

(b) If the routing of a journey does not fulfill the definition of normal round trip, circle trip or open jaw trip, it shall be assessed as follows, subject to the routing:

(i) As a one way journey

(ii) As a series of one way sub journeys

(iii) As a round trip, or circle trip journey with the surface sector assumed flown provided the surface sector does not occur at the beginning of a pricing unit.

(iv) As a mixture of a one way sub journey and a return sub journey if there is a common country - subject to paragraph (2)(b) above.

(c) In the case of (b)(i) and (ii), and the one way sub journey in (iv) above, the one way journey/sub journey must be assessed using one way fares; the use of half round trip fares is not permitted.

(3) Special fares

(a) Special fare round trip, circle trip or open jaw pricing units do not allow more than two half round trip international fare components.

(b) Qualification of the journey as a RT/CT special fare with the surface sector assumed flown is allowed provided the surface sector does not occur at the beginning of a pricing unit.
exception: for fares governed entirely by diagrammatic routings only embedded surface sectors can be assumed flown.

(c) Neither one way nor half round trip special fares shall be used to calculate round the world fares.

(D) Fare construction

(1) General

(a) Fares specified in this tariff between any 2 points are subject to:

(i) the maximum permitted mileages, referred to as mileage fares,

provided that when a journey exceeds the MPM, the fare must be surcharged in accordance with the procedures for excess mileage surcharges as outlined in The above referenced M.P.M. tariffs, or

(ii) A diagrammatic or linear routing, referred to as routing fares, or

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- (iii) Both MPM and diagrammatic routing in the case of a fare governed by a combined routing. When a combined routing is created by the use of an add on amount and a published international fare the provisions of the diagrammatic routing must be adhered to for the portion of the itinerary governed by such routing, and the provisions of MPM's must be applied from origin to destination of the fare component.
 - (b) Add on amounts when a through fare is not published for a desired routing, the fare for such transportation will be constructed by combining add-on amount(s) with a published international fare. Travel need not be via the fare construction point(s).
 - (c) End on combinations when two or more pricing units are combined end-on, the provisions of round trip, circle trip, normal/special open jaw or one way pricing units, as applicable, shall apply separately to each pricing unit.
- (2) Mileage principle
- (a) Combined routings
When constructing a through fare by use of add-on amount(s) and a published international fare, if either the add-on amount(s) or international fare are governed by a mileage routing, MPM calculations are required for the through fare component from unit origin to unit destination and all provisions of the mileage system as outlined in paragraph (h) of this rule.
 - (b) Global indicators
If a fare component can attract more than one global indicator, then the routing of the flights must be used to determine the specific global indicator to be applied.
- (3) Fictitious construction
fare construction must be via the itinerary of the passenger. The addition of points not on the passenger's itinerary is not permitted.
Exception: Constructions using add-on amounts need not be constructed via actual points of travel.
- (4) Side trips and limitations on indirect travel
general limitations
- (a) whenever a side trip is separately assessed, all provisions, as applicable, described in this rule apply, provided that the international sales indicator of the ticket applies to all side trip fares shown on the ticket.
 - (b) A journey on a ticket or conjunction ticket, at the time of original issue or when Reissued, must not include more than four international arrivals and four international departures in any one country, provided for

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- the counting of arrivals and departures, surface sectors are considered to be flown.
- (c) A fare component will not include departure from the origin or more than one arrival at the destination or more than one stopover at any intermediate ticketed point on the fare component. If travel is wholly within area 1 or between area 3 and 1, side trips are separately assessed regardless of stopover.
 - (5) Fare components with a surface sector
 - (a) For the purpose of counting stopovers on fare components which include surface segments, an embedded surface sector will count as one stopover if the elapsed time exceed 24 hours.
 - (b) A fare construction surface sector occurring at the end of fare component shall not be counted as a stopover.
 - (E) Mixed class (differentials) Applicable to normal fares only when sectors within a fare component are travelled in different classes of service, the fare shall be
 - the through fare in the lowest fare, plus
 - the difference between the lower and the higher class for the sector(s) travelled in the higher classIf the sector travelled in the higher class is between world areas or sub-areas, the through fare of the higher class applies to the whole fare component
 - (F) Application of ticket point mileage system/TPM
 - Deductions
 - General
 - (1) The ticketed point mileage provisions outlined in this section apply to mileage fares.
 - (2) Fare construction provisions for the mileage system are outlined in this rule.
the basic elements for the TPM system are:
maximum permitted mileage (MPM)
ticket point mileage (TPM)
determination of permissible mileage routing
extra mileage allowances
 - (3) TPM ticketed point mileages are used to compute the total mileage of the desired itinerary via all of the ticketed points. As used herein the term TPM shall refer to any point which is shown on the good for passage section of the ticket. The tpm to be used in such computation are those established by IATA (international air transport association.)
 - (4) Determination of permissible mileage routings. the following procedure is to be used to determine whether a desired itinerary is permissible in connection with a mileage fare.
 - (a) Determine the MPM between the same points for which the fare applies. The published MPM may only be used for a one way/half round trip journey.
 - (b) Add the TPM between all ticketed points in

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the routing. the computation must be made according to the actual route for travel including all ticketed points.

- (i) Side trips included in a through mileage calculation - see paragraph (e) (5) of this rule.
- (ii) Surface sector transportation between two intermediate ticketed points must be included in the TPM computation.
- (c) Compare the total of the ticketed point mileages with the applicable MPM published for the fare used. The desired routing option will be permitted at such fare only if the total of the TPM is equal to or less than the applicable MPM.
- (d) When the sum of the TPM for the routing option is greater than the MPM the direct route fare is surcharged according to the following formula:

Divide the sum of the TPM by the MPM if the result is:	Then the fare is surcharged by:
Greater than 1.00 but less than or equal to 1.05	5 percent
Greater than 1.05 but less than or equal to 1.10	10 percent
Greater than 1.10 but less than or equal to 1.15	15 percent
Greater than 1.15 but less than or equal to 1.20	20 percent
Greater than 1.20 but less than or equal to 1.25	25 percent

When the actual mileage for an itinerary exceeds 25 percent of the MPM, then the applicable fare for the itinerary will be the combination of any two or more fares along the desired routing which produces the lowest fare.

- (5) TPM deductions
 Between certain points TPM deductions may be made to the MPM. In order to qualify for the deduction listed in column 4, a passenger must travel between points listed in column 1 and 2, and the city in column 3 must be a ticketed point on the itinerary. The deduction in column 4 is deducted from the sum of the TPM before making a comparison with the MPM. Only one such deduction is permitted for each sector. When more than one deduction applies, the one allowing the greater number of miles is used.

- (a) (Application to Transatlantic travel when KL is the transoceanic carrier)

BETWEEN	AND	VIA	EMA
SJU/LAX/SFO	WEST AFRICA	AMS/PAR/LON/FRA	900
EWR/NYC/PHL	WEST AFRICA	AMS/PAR/LON/FRA	1650
MSP/SJU/DEN	WEST AFRICA	AMS/PAR/LON/FRA	1190

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BOS/CHI	WEST AFRICA	AMS/PAR/LON/FRA	1770
ATL/WAS/MEM	WEST AFRICA	AMS/PAR/LON/FRA	1590
DTT/HOU/DFW	WEST AFRICA	AMS/PAR/LON/FRA	1380
AZ/CA/CO/ID/MT/NV/NM/ OR/UT/WA/WY	WEST AFRICA	MSP/DTT/BOS/MEM/ PHL	1000
AK/IL/IA/KS/LA/MN/MO/ NE/ND/OK/SD/TX/WI	WEST AFRICA	MSP/DTT/BOS/MEM/ PHL	1545
AL/FL/GA/KY/MS/NC/SC/ TN	WEST AFRICA	MSP/DTT/BOS/MEM/ PHL	1800
CT/DE/IN/ME/MD/MA/MI/ NH/NJ/NY/OH/PA/RI/VA/ VW/VT	WEST AFRICA	DTT/BOS/WAS/NYC/ EWR/PHL	2330
NB/NL/NS/PE/ON/QC	WEST AFRICA	DTT/PHL	1350
AB/BC/MB/NT/SK/YT	WEST AFRICA	MSP	1000
USA	FAE	AMS	1200
USA	FAE	PAR	1400
AL/FL/GA/KY/MS/NC/SC/ TN	CPT	DTT/BOS/MEM/ATL/ PHL/WAS	2300
AK/LA/TX/OK/	CPT	MEM/HOU	1400
AL/FL/GA/KY/NC/SC/TN/ MS	S.AFRICA(EXCPT CPT)	DTT/BOS/MEM/ATL/ PHL/WAS	900
AK/LA/TX/OK	S.AFRICA(EXCPT CPT)	MEM/HOU	700
BRO/CLL/CRP/ELP/HRL/ LCH/MAF/MFE	WEST AFRICA	HOU	500
YMQ/YYZ	WEST AFRICA	AMS/PAR/LON/FRA/ ABZ/BFS/GLA/EDI/ DTT	600
ABE/AVP/BGM/BWI/CHO/ HAR/ORF/PHF/SCE/WAS	EUROPE	DTT	500
ABE/AVP/BGM/BWI/CHO/ HAR/ORF/PHF/SCE/WAS	EUROPE	ATL	1000
ALB/BDL/BTV/MHT/PVD/ PWM/ROC/SYR	EUROPE	DTT	600
ALB/BDL/BTV/MHT/PVD/ PWM/ROC/SYR	EUROPE	ATL	1400
AK/CA/ID/NV/ND/OR/SD/ WA	FI/DK/NO/SE/PL/UA/E E/LV/BY/LT	NYC/EWR/BOS	1200
		CVG/CHI	1600
		DTT/ATL	1800
CA/NV	TURKEY, GREECE	ATL	300

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AK/ID/ND/OR/SD/WA	RUSSIA (WITHIN EUROPE)	NYC/EWR/BOS	1600
		CVG/CHI	1700
		DTT/ATL	2000
CA/HI/MT/NV	RUSSIA (WITHIN EUROPE)	NYC/EWR/BOS	1150
	EUROPE)	CVG/CHI	1250
	DTT/ATL	1450	
HI/IL/IN/MI/MN/OH/VA/WI	EUROPE	ATL	350
PA	EUROPE	CVG/CHI	400
		DTT/ATL	600
AK/ID/MT/ND/OR/SD/UT/WA/WY	EUROPE	NYC/EWR/BOS	500
		CVG/CHI	550
		DTT/ATL	800
UNITED STATES	ITALY	ROM	100
UNITED STATES	EUROPE	PAR/AMS/ROM	600
CANADA	EUROPE	CVG/NYC/EWR	900

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Rule 135 Stopovers

- (A) Application
Stopovers will be permitted under the following conditions:
- (1) Stopovers will be arranged with the carrier in advance.
 - (2) Stopovers will be specified on the passenger ticket.
- (B) Counting
To count the number of stopovers (as defined in rule 1 (definitions)) the following applies:
- (1) In the case of round or circle trips, the stopover at the point of turnaround (fare construction point) is not counted.
 - (2) In the case of turnaround open-jaw trips, the outward point of arrival and the inward point of departure together constitute one stopover which is not counted.
 - (3) when one or more portions of a journey are travelled by surface the last point of arrival by air and the first point of departure by air on each such break in the journey together count as one stopover, provided that:
 - (a) If stopovers are restricted to a specific area and there is a surface sector involved, both points in the surface sector must be in such a specific area.
 - (b) where a specific routing permits stopovers at a named point, surface sectors to/from that named point are not permitted unless surface sectors are permitted between the named stopovers points.

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Rule 145 Currency Applications

Local currency fares and charges

- (1) Fares and related charges are expressed in the local currency of the country of commencement of transportation (COC), except those countries listed below which are expressed (A) in US dollars or (B) in Euro:

- (A)
- | | |
|---------------------|---------------------------------------|
| Afghanistan | Lebanon |
| Angola | Liberia |
| Anguilla | Madagascar |
| Antigua and Barbuda | Malawi |
| Argentina | Maldives |
| Bahamas | Mexico |
| Bangladesh | Mongolia |
| Barbados | Montserrat |
| Belize | Nicaragua |
| Bermuda | Nigeria |
| Bolivia | Palestinian Territory |
| Bonaire | Panama |
| Brazil | Paraguay |
| Burundi | Peru |
| Cambodia | Philippines |
| Cayman Islands | Rwanda |
| Chile | Saba |
| Colombia | Saint Eustatius |
| Congo, Dem. Rep. of | Saint Kitts
and Nevis |
| Costa Rica | Saint Lucia |
| Cuba | Saint Vincent and
The Grenadines |
| Dominica | Sao Tome and
Principe |
| Dominican Republic | Sierra Leone |
| Ecuador | Somalia |
| El Salvador | Suriname |
| Eritrea | Tanzania, United
Republic of |
| Ethiopia | Timor Leste |
| Gambia | Trinidad and
Tobago |
| Ghana | Uganda |
| Grenada | Ukraine |
| Guatemala | United States
and U.S. Territories |
| Guinea | Uruguay |
| Guyana | Venezuela |
| Haiti | Viet Nam |
| Honduras | Zambia |
| Indonesia | Zimbabwe |
| Iraq | |
| Israel | |
| Jamaica | |
| Kenya | |
| Laos | |

- (B)
- Albania
 - Armenia
 - Austria

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Azerbaijan
Belarus
Belgium
Bosnia and Herzegovina
Bulgaria
Cape Verde
Croatia
Cyprus
Estonia
Finland
France except French Polynesia
(including Wallis and Futuna)
New Caledonia (including Loyalty Islands)
Georgia
Germany
Greece
Ireland
Italy
Kyrgyzstan
Latvia
Lithuania
Luxembourg
Macedonia (FYROM)
Malta
Moldova, Republic of Monaco
Montenegro
Netherlands
Portugal
Romania
Russia
Serbia
Slovakia
Slovenia
Spain
Tajikistan
Turkey
Turkmenistan
Uzbekistan

- (2) All add-ons shall be established in the currency of the country concerned, or where agreed, in U.S. dollars or in Euro or in any other currency.
- Combination of local currency fares
To combine two or more local currency fares, convert all local currency fares into the currency of the country of commencement of transportation.
- Step 1: (a) Establish the NUC amount for each local currency fare by dividing the local currency fare by the applicable IATA Rate of Exchange (ROE) shown in the Currency Conversion Table below for the country in which the currency is denominated.
(b) Calculate the resultant amount to two decimal places, ignoring any further decimal places.
- Step 2: Add the resultant NUC amounts for the sectors involved.
- Step 3: (a) Established the through local currency

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fare by multiplying the total NUC amounts (derived from Steps 1, 2, and 3 above) by the IATA Rate of Exchange (ROE) shown in the currency conversion table below for the country of commencement of travel.

- (b) Calculate the resultant amount of one decimal place beyond the number of decimal places shown next to the local currency in the conversion table below, ignoring any further decimal places.
- (c) Round up to the next higher rounding unit shown next to the local currency in the currency conversion table, unless otherwise indicated.

Exception: When an international ticket is comprised of all domestic fare components, but within different countries, the provisions outlines above shall apply.

Other Charges

Other charges shall be separately converted to the currency of the country of commencement of travel using the IATA Bankers'

Selling Rate (ICER)

Traffic documents, paid for in currencies marked # below may only be exchanged or refunded in the countries where such currency is the local currency

<u>Country</u>	<u>Currency</u>	<u>Code</u>	<u>#</u>
AMERICAN SAMOA	US Dollar	USD	
ANDORRA	Euro	EUR	
ANGOLA	Kwanza	AOA	
ANTIGUA AND BARBUDA	East Caribbean Dollar	XCD	
ARUBA	Aruban Florin	AWG	
AUSTRALIA	Australian Dollar	AUD	
AUSTRIA	Euro	EUR	
BAHAMAS	Bahamian Dollar	BSD	
BAHRAIN	Bahraini Dinar	BHD	
BELGIUM	Euro	EUR	
BERMUDA	Bermudian Dollar	BMD	
BHUTAN	Ngultrum	BTN	
BONAIRE, St.EUSTATIUS, SABA	US Dollar	USD	
BOSNIA AND HERZEGOVINA	Convertible Mark	BAM	
BOTSWANA	Pula	BWP	
CANADA	Canadian Dollar	CAD	
CAYMAN ISLANDS	Cayman Islands Dollar	KYD	
CHILE	Chilean Peso	CLP	#
CHINA (EXCLUDING Hong Kong)	Yuan Renminbi	CNY	#
CHRISTMAS ISLAND	Australian Dollar	AUD	

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COLOMBIA	Colombian Peso	COP	#
COMOROS	Comoro Franc	KMF	
CONGO DEMOCRATIC REPUBLIC	Congolese Franc	CDF	#
COOK ISLANDS	New Zealand Dollar	NZD	
COSTA RICA	Costa Rican Colon	CRC	
CROATIA	Euro	EUR	
CUBA	Cuban Peso	CUP	#
CURAÇAO	Antillean Guilder	ANG	#
CYPRUS	Euro	EUR	
CZECH REPUBLIC	Czech Koruna	CZK	
DENMARK	Danish Krone	DKK	
DJIBOUTI	Djibouti Franc	DJF	
DOMINICA	East Caribbean Dollar	XCD	
DOMINICAN REPUBLIC	Dominican Peso	DOP	#
ECUADOR	US Dollar	USD	
EGYPT	Egyptian Pound	EGP	#
EL SALVADOR	US Dollar	USD	#
ERITREA	Nakfa	ERN	#
ESTONIA	Euro	EUR	
ETHIOPIA	Ethiopian Birr	ETB	#
FALKLAND ISLANDS	Falkland Islands Pound	FKP	
FAROE ISLANDS	Danish Krone	DKK	
FIJI	Fiji Dollar	FJD	
FINLAND	Euro	EUR	
FRANCE	Euro	EUR	
FRENCH GUIANA	Euro	EUR	
FRENCH POLYNESIA	CFP Franc	XPF	
FRENCH SOURN TERRITORIES	Euro	EUR	
GAMBIA	Dalasi	GMD	#
GEORGIA	Lari	GEL	#
GERMANY	Euro	EUR	
GHANA	Ghana Cedi	GHS	#
GIBRALTAR	Gibraltar Pound	GIP	
GREECE	Euro	EUR	
GREENLAND	Danish Krone	DKK	
GRENADA	East Caribbean Dollar	XCD	

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GUADELOUPE	Euro	EUR	
GUAM	US Dollar	USD	
GUATEMALA	Quetzal	GTQ	
GUINEA	Guinea Franc	GNF	
GUYANA	Guyanese Dollar	GYD	
HAITI	Gourde	HTG	
HOLY SEE	Euro	EUR	
HONDURAS	Lempira	HNL	
HONG KONG	Hong Kong Dollar	HKD	
HUNGARY	Forint	HUF	
ICELAND	Iceland Krona	ISK	
INDIA	Indian Rupee	INR	#
INDONESIA	Rupiah	IDR	
IRAN (ISLAMIC REPUBLIC OF)	Iranian Rial	IRR	#
IRAQ	Iraqi Dinar	IQD	#
IRELAND	Euro	EUR	
ISRAEL	Israeli New Shekel	ILS	
ITALY	Euro	EUR	
JAMAICA	Jamaican Dollar	JMD	#
JAPAN	Yen	JPY	
JORDAN	Jordanian Dinar	JOD	
KAZAKHSTAN	Tenge	KZT	#
KENYA	Kenyan Shilling	KES	
KIRIBATI	Australian Dollar	AUD	
KOREA (DEMOCRATIC PEOPLE'S REPUBLIC OF)	North Korean won	KPW	
KOREA (REPUBLIC OF)	won	KRW	
KUWAIT	Kuwaiti Dinar	KWD	
KYRGYZSTAN	Som	KGS	#
LAOS	Kip	LAK	#
LATVIA	Euro	EUR	
LEBANON	Lebanese Pound	LBP	
LESOTHO	Loti	LSL	
LIBERIA	Liberian Dollar	LRD	#
LIBYA	Libyan Dinar	LYD	#
LITHUANIA	Euro	EUR	
LUXEMBOURG	Euro	EUR	

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MACAO	Pataca	MOP	
MACEDONIA REPUBLIC OF	Macedonian Denar	MKD	#
MADAGASCAR	Malagasy Ariary	MGA	#
MALAWI	Kwacha	MWK	#
MALAYSIA	Malaysian Ringgit	MYR	
MALDIVES	Rufiyaa	MVR	
MALTA	Euro	EUR	
MARSHALL ISLANDS	US Dollar	USD	
MARTINIQUE	Euro	EUR	
MAURITANIA	Ouguiya	MRU	#
MAURITIUS	Mauritius Rupee	MUR	#
MAYOTTE	Euro	EUR	
MEXICO	Mexican Peso	MXN	
MICRONESIA (FEDERATED STATES OF)	US Dollar	USD	
MOLDOVA (REPUBLIC OF)	Moldovan Leu	MDL	#
MONACO	Euro	EUR	
MONGOLIA	Tugrik	MNT	
MONTENEGRO	Euro	EUR	
MONTSERRAT	East Caribbean Dollar	XCD	
MOROCCO	Moroccan Dirham	MAD	#
MOZAMBIQUE	Mozambique Metical	MZN	#
MYANMAR	Kyat	MMK	#
NAMIBIA	Namibia Dollar	NAD	
NAURU	Australian Dollar	AUD	
NEPAL	Nepalese Rupee	NPR	#
NETHERLANDS	Euro	EUR	
NEW CALEDONIA	CFP Franc	XPF	
NEW ZEALAND	New Zealand Dollar	NZD	
NICARAGUA	Cordoba Oro	NIO	#
NIGERIA	Naira	NGN	#
NORFOLK ISLAND	Australian Dollar	AUD	
NORTHERN MARIANA ISLANDS	US Dollar	USD	
NORWAY	Norwegian Krone	NOK	
OMAN	Rial Omani	OMR	
PAKISTAN	Pakistani Rupee	PKR	#
PALAU	US Dollar	USD	

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PALESTINE, STATE OF	US Dollar	USD	
PANAMA	Balboa	PAB	
PAPUA NEW GUINEA	Kina	PGK	
PARAGUAY	Guarani	PYG	
PERU	Nuevo Sol	PEN	#
PHILIPPINES	Philippine Peso	PHP	#
POLAND	Zloty	PLN	
PORTUGAL	Euro	EUR	
PUERTO RICO	US Dollar	USD	
QATAR	Qatari Riyal	QAR	
RÉUNION	Euro	EUR	
ROMANIA	Romanian Leu	RON	
RUSSIAN FEDERATION	Russian Ruble	RUB	
RWANDA	Rwanda Franc	RWF	#
SAINT BARTHÉLEMY	Euro	EUR	
SAINT HELENA	Saint Helena Pound	SHP	#
SAINT KITTS AND NEVIS	East Caribbean Dollar	XCD	
SAINT LUCIA	East Caribbean Dollar	XCD	
SAINT PIERRE AND MIQUELON	Euro	EUR	
SAMOA	Tala	WST	
SAN MARINO	Euro	EUR	
SAO TOME AND PRINCIPE	Dobra	STN	#
SAUDI ARABIA	Saudi Riyal	SAR	
SERBIA	Serbian Dinar	RSD	#
SEYCHELLES	Seychelles Rupee	SCR	#
SIERRA LEONE	Leone	SLL	#
SINGAPORE	Singapore Dollar	SGD	
SLOVAKIA	Euro	EUR	
SLOVENIA	Euro	EUR	
SOLOMON ISLANDS	Solomon Islands Dollar	SBD	
SOMALIA	Somali Shilling	SOS	#
SOUTH AFRICA	Rand	ZAR	
SOUTH SUDAN	South Sudanese Pound	SSP	#
SPAIN	Euro	EUR	
SRI LANKA	Sri Lanka Rupee	LKR	#
ST. MAARTEN (DUTCH PART)	Antillean Guilder	ANG	

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ST. VINCENT AND GRENADINES	East Caribbean Dollar	XCD	
SUDAN	Sudanese Pound	SDG	#
SURINAME	Surinam Dollar	SRD	#
SWAZILAND	Lilangeni	SZL	
SWEDEN	Swedish Krona	SEK	
SWITZERLAND	Swiss Franc	CHF	
SYRIAN ARAB REPUBLIC	Syrian Pound	SYP	#
TAIWAN (PROVINCE OF CHINA)	New Taiwan Dollar	TWD	
TAJKISTAN	Somoni	TJS	#
TANZANIA, UNITED REPUBLIC	Tanzanian Shilling	TZS	#
THAILAND	Baht	THB	
TIMOR-LESTE	US Dollar	USD	
TONGA	Pa'anga	TOP	#
TRINIDAD AND TOBAGO	Trinidad and Tobago Dollar	TTD	#
TUNISIA	Tunisian Dinar	TND	#
TURKEY	Turkish Lira	TRY	
TURKMENISTAN	Manat	TMT	
TURKS AND CAICOS ISLANDS	US Dollar	USD	
TUVALU	Australian Dollar	AUD	
UGANDA	Uganda Shilling	UGX	#
UKRAINE	Hryvnia	UAH	#
UNITED ARAB EMIRATES	UAE Dirham	AED	
UNITED KINGDOM	Pound Sterling	GBP	
UNITED STATES OF AMERICA	US Dollar	USD	
URUGUAY	Peso Uruguayo	UYU	#
UZBEKISTAN	Uzbekistan Sum	UZS	#
VANUATU	Vatu	VUV	
VENEZUELA	Bolivar	VEF	
VIETNAM	Dong	VND	#
VIRGIN ISLANDS (BRITISH)	US Dollar	USD	
VIRGIN ISLANDS (U.S.)	US Dollar	USD	
WALLIS AND FUTUNA	CFP Franc	XPF	
YEMEN	Yemeni Rial	YER	
ZAMBIA	Zambian Kwacha	ZMW	#
ZIMBABWE	Zimbabwe Dollar	ZWD	#

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Rule 200 Children and Infants

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

Exception: Infants who reach their second birthday during their travel will be required to occupy a seat, on the outbound and inbound flights and pay the applicable child fare for the whole journey.

(A) Children

(1) Accompanied children

- (a) Children ages 2 through 11, when accompanied by a self-reliant adult aged 18 or over, except if they are the father, mother or the legal guardian of the child, will be assessed 75 percent of the adult fare for which their itinerary qualifies.

Note 1: On international flights, a child escort declaration must be signed by the accompanying passenger if this person is not the father, mother or the legal guardian of the child.

Note 2: 100 percent of the adult fare will be applied on Light/Basic fares

- (b) For flight safety reasons, children must sit next to an adult on KL long haul flights in the Business cabin.
To comply with this, the configuration of the Airbus A350 and Boeing B777-14J aircraft only allows children to be seated on the middle row, whether unaccompanied or accompanied.

(2) Unaccompanied children

The Unaccompanied Children service is included in the ticket price for a Children who meet the requirements for travelling unaccompanied, as outlined in Rule 24 - Carriage of Unaccompanied Children -.

- (3) Passengers traveling with their child but not having the same name must bring the family booklet or the birth certificate to prove the affiliation.
- (4) The child and the accompanying passenger must travel in the same cabin. If this is not the case, the child is considered an unaccompanied minor (UM).

(B) Infants

Children who have not yet reached their second birthday are considered infants and are subject to the following provisions:

(1) Acceptance of infants

the infant must be accompanied by one of its parents or by a self-reliant passenger aged 18

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years old or over. However, accompanying passengers can be less than 18 years old if they are the father, mother or the legal guardian. The accompanying passenger must be on the same flight, in the same cabin class to the same destination as the infant and capable to take full responsibility of the infant.

A parent or legal guardian with reduced mobility may accompany an infant if they are considered to be self-sufficient, meaning that they require no (extra) assistance from ground or cabin staff.

Infants will be assessed 10 percent of the accompanying adult fare or according to the trip fare note, and must have an airline ticket indicating their family name, given name(s) and date of birth.

Travel is not recommended for newborn infants in the 7 days following their birth.

A maximum of 2 infants (under 2 years old) may be accompanied by one passenger, however at least one of the two infants must occupy a seat (the child fare applies) and the booking must be made by telephone.

The child seated individually must be secured using an approved car seat or harness (Child Aviation Restraint System CARES).

- (2) Infants not occupying a seat
an infant not occupying a seat will be assessed 10 percent of the accompanying adult fare.
If the accompanying adult fare prohibits infant discounts, a discount may be calculated on the lowest fare for which the itinerary qualifies considering routing restrictions, minimum/maximum stay and advance purchase/ticketing restrictions.
- (3) Infants occupying a seat
unless otherwise specified, the fare for accompanied children applies.
Note 1: when a separate seat is required on a portion of the itinerary, combination of an infant no-seat fare(s) and an infant booked seat fare(s) is permitted within an itinerary but not within a fare component.
(C) Other conditions for children and infant's fares
- (1) unless otherwise specified in the applicable fare rule, any discount given to infants or accompanied children will also apply to any charge or surcharge and to any cancellation or refund penalty which would normally be assessed to the adult fare.
Exception: infants who do not have reserved seats are not subject to any cancellation/refund penalty.
- (2) All transportation is subject to KL contract of

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carriage.

- (3) Special documentation may be required when traveling with infants (e.g. to/from Thailand, South Africa); therefore, it is recommended to contact the carrier in order to obtain the required information.

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Rule 201 Infant Restraint Devices

An adult traveling with an Infant may, at his/her discretion, reserve an adjacent seat for the purpose of the installation of an Infant restraint device.

However, some aircraft and seats do not permit the use of these safety devices. As travel rules vary by aircraft, please contact KLM Reservations by telephone to book a seat for the infant.

The following conditions apply:

- (1) the device must be provided by the adult traveling with the Infant. The infant must be secured with an approved Child Restraint Device (CRD), either a car seat or a harness. Only officially certified infant car seat or a CARES-approved (Child Aviation Restreint System) harness will be accepted. It is the responsibility of the accompanying adult Passenger to ensure that the car seat is fit for transportation. Use of the device may be prohibited if the Infant exceeds the prescribed capacity limits (from 10 to 20 kg, and 100 cm maximum) or if the equipment does not comply.
- (2) It is the responsibility of the adult traveling with the infant to secure the car seat on the aircraft seat adjacent to his/her seat according to the instructions of the manufacturer for its proper use (in particular, facing forward or facing backward). It may not be located:
 - (a) In an emergency row, or
 - (b) In a seat which would prevent access to emergency or safety equipment.The car seat must be secured with the seat belt and the base of the device cannot exceed 41cm/16". During take-off and landing, the car seat may be positioned facing the rear of the aircraft. At cruising altitude, it must be positioned facing forward, so as not to prevent the seat in front from reclining.
- (3) The accompanying adult must be familiar with the proper method of securing and releasing the infant to and from the infant car seat.
- (4) The charge for the seat in which the device is located shall be the applicable child's fare.
- (5) At the time of issuance of the transportation ticket, the accompanying adult must complete and sign a waiver of responsibility form.
- (6) A harness is not permitted in Business Class and Premium Economy cabin as the seats for these cabins on KLLong haul aircraft (Airbus A330, A350, Boeing B777, and B787) are not suitable.

If the safety device cannot be installed, the infant must travel on the accompanying passenger's lap.

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Rule 500 Passengers on Stretchers

Passengers on stretchers: Medical clearance from an KLM doctor is mandatory.

- (A) Passengers traveling on stretchers will be accepted for transportation, subject to Rule 25 (Refusal and Limitation on Carriage) herein, provided:
- (1) advance arrangements are made;
 - (2) space and appropriate equipment are available;
 - (3) the reservation and payment of the ambulances are the responsibility of the handling agency and at the expense of the client;
 - (4) the maximum weight of passenger on stretcher is 120 kg.

Note: if the passenger travels on a stretcher on a long-haul flight, a stretcher must also be provided for the short- or medium-haul connection flight.

- (B) Carrier will carry a passenger on a stretcher subject to the following conditions:
- (1) Passenger will be accommodated in the rear of the aircraft
 - (2)
 - (a) a safety assistant is required
 - (b) a medical escort may be required in addition to the safety assistant. The medical escort may be the safety assistant
 - (c) the medical escort/safety assistant must travel in the Economy cabin on the leg for which he/she is accompanying the patient. He/she may use all published return fares in the Economy cabin (public or negotiated).
On the leg for which he/she does not accompany the patient, he/she may travel in another cabin class.
 - (3) all reservations for flights where the stretcher is to be used must be confirmed 48 hours before departure
 - (4) the incapacitated passenger must present a medical certificate attesting that he can travel safely by air, and he must sign a liability waiver
- (C) Baggage allowance
- (1) In the hold: the allowance is 2 pieces of baggage
 - (2) In the cabin: a single piece of cabin baggage corresponding to the paid passenger fare.
- (D) Infants in incubators

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- (1) Infants needing to travel in an incubator are only transported on a stretcher.
- (2) Prior clearance is mandatory.
- (3) This transport is possible on all flights operated by an KLM aircraft, provided that the transport of stretchers is authorized on the route concerned.
- (4) The escort must be a doctor, midwife, or nurse.

(E) Limit for safety reasons
The number of stretchers is limited to 2 per flight

Note: passengers on stretchers are not authorized on KLM marketed flights (operated by another carrier).

(F) Reservation

All reservations for flights where the stretcher is to be used must be confirmed 48 hours prior to departure.

(G) Changes/Cancellation

- (1) Patient's ticket and stretcher supplement:
 - (a) the amount corresponding to the patient can be refunded/changed without a charge, at any time
 - (b) the amount corresponding to the stretcher supplement can be refunded/changed without a charge, provided the cancellation has been made at least 24 hours before the initially scheduled departure time.
- (2) The escort ticket can be refunded/changed in compliance with the fare rules of the ticket.

(H) Full Flight
Procedure (PVC)

KLM will not refuse the reservation of a passenger, who must travel on a stretcher because of a medical emergency, on a full flight.
This procedure (PVC) only applies in the case of a proven medical emergency, justifying the disembarkation of one or more paying passengers, and upon agreement of an KLM doctor.

- (1) PVC flat fee:
 - (a) in addition to the cost of the stretcher and passengers' tickets, KLM will charge a fee for every passenger who was booked onto the flight but must be denied boarding;
 - (b) the PVC flat fee is determined by the KLM department authorizing the procedure in accordance with the number of passengers who must be disembarked in order to accommodate the stretcher and the escort(s), in addition to the basic fee.
The PVC flat fee is non-refundable.
- (2) Accompanying doctor

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In cases where a doctor's presence is required to ensure the repatriation of a passenger on a stretcher, the full flight procedure also applies to the outward journey, but only in Economy Class. If the doctor wishes to travel in Business Class or in Premium Economy, the full flight procedure cannot be applied to the extent where KLM must disembark a paying passenger from one or other of these cabins.

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Rule 550 Passengers Occupying Two Seats

Passengers who, for reasons of comfort, require the use of one or more extra seats, must be charged 75 percent of the normal fare for the class of service used for each extra seat to be reserved.

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Rule 1010 Flying Blue Air France-KLM Loyalty Program

(A) Eligibility

Individuals who meet the conditions for membership of the Flying Blue Air France-KLM Loyalty Program as well as the regulations, conditions and limitations of the program, may be eligible to claim and receive, depending on the miles accumulated in accordance with the program, various rewards, including, but not limited to, free travel and reduced or enhanced fares on specified routes within the Air France KLM Group network.

(B) General terms

- (1) This Rule does not purport to set forth the rules, conditions and limitations of the program, or any right of any member to acquire or claim benefits under the program. Furthermore, complete content of the program rules is not presented here but may be obtained on klm.ca, section Flying Blue.
- (2) Flying Blue Air France-KLM Loyalty Program reserves the right to change or modify the program rules, conditions, limitations, rewards and special offers at any time.
- (3) Airline employees, travel agency personnels, or other individuals traveling on agency or industry reduced fares or non-revenue tickets or vouchers, are not eligible to accumulate program miles and awards.
- (4) Other Partners in the program are solely responsible for the conditions under which they will award miles in conjunction with their services. Both Flying Blue and Air France-KLM disclaim all responsibility in connection with the furnishing of services by other partners in the program. Any claims by members relating to those services must be made directly to the partner supplying the services.
- (5) Air France, KLM, participating air carriers in the Group KLM and other partners in the program reserve the right to modify the conditions for the granting of any reward, in particular the amount of miles required for any specific reward, or the cancellation of any reward offer, without notice, to be effective immediately.

(C) Capacity limitations

Any air carrier participating in the program can limit the number and eligibility of passengers who are travelling on a program reward on any specific flight.

The number of seats made available by an air carrier on any given flight for passengers travelling on a program reward will

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be determined in accordance with the program regulations, conditions, and limitations together with the air carrier's best judgement as to the total anticipated passenger load on each flight.

(D) zone definitions

- (1) Miles earned by program members will be based on the member's flight that has been fully paid for and flown at a fare and on a route allowing the accumulation of miles. Details can be obtained on klm.ca, section Flying Blue.
- (2) Program miles are earned as actual miles flown, with certain adjustments and benefits as detailed on klm.ca, section Flying Blue.

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