
1st Revised Title Page
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AIRLINE TARIFF PUBLISHING COMPANY, AGENT

INTERNATIONAL PASSENGER RULES AND FARES

TARIFF NO. TK-1

CONTAINING

LOCAL AND JOINT RULES, FARES AND CHARGES
ON BEHALF OF

+ [N] TURK HAVA YOLLARI, ANONIM ORTAKLIGI (TURKISH AIRLINES, INC.) c/o/b as TURKISH AIRLINES

APPLICABLE TO THE

TRANSPORTATION OF PASSENGERS

AND BAGGAGE BETWEEN POINTS IN

UNITED STATES/CANADA

AND POINTS IN

AREAS 1/2

FOR LIST OF PARTICIPATING CARRIERS, SEE IPGT-1, C.A.B. No. 581, NTA(A) No. 373.

Departure from the terms of Section 221.59 of Economic Regulations authorized by the Department of Transportation (9673).

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Departure from the terms of Sections 221.110 and 221.113 of its Economic Regulations authorized by the Department of Transportation (9728).

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FOR EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS USED BUT UNEXPLAINED HEREON, SEE IPGT-1, C.A.B. No. 581, NTA(A) No. 373.

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TURK HAVA YOLLARI ANONIM ORTAKLIGI (TURKISH AIRLINES, INC.)
C/O/B AS TURKISH AIRLINES
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JLE

SECTION I - GENERAL RULES

1

DEFINITIONS

As used herein unless otherwise defined in a specific fare rule:

Add-Ons: An amount published for use only in combination with other fares for the construction of through international fares.

Affinity Group: A group formed from members or employees of the same association, corporation, company or similar legal entity with principal objectives, purposes, and aims other than travel.

Air Traffic Conference: (ATC) is the division of the Air Transport Association responsible for coordination of interline operations and agreements between carrier/tour wholesalers/travel agents.

Air Transport Association of America: (ATA) is the trade association of U.S. and Canadian (as associate members) scheduled air carriers.

Animals: In addition to the usual connotation, includes reptiles, birds, poultry, and fish.

Applicable Adult Fare: The fare which would be applicable to an adult (a person having reached their 12th birthday) for the transportation to be used except those special fares which may be applicable due to the adult's status (such as youth fares, senior fares, etc.).

C **[IN]APPR:** The Canadian Air Passenger Protection Regulations, SOR/2019-150

Area No. 1 means all of the North and South American Continents and the islands adjacent thereto; Greenland, Bermuda, the West Indies and the islands of the Caribbean Sea, the Hawaiian Islands (including Midway and Palmyra).

Area No. 2 means all of Europe (including that part of the Russian Federation in Europe) and the islands adjacent thereto; Iceland, the Azores, all of Africa and the islands adjacent thereto; Ascension Island; that part of Asia lying west of and including Iran, Islamic Republic of.

Area No. 3 means all of Asia and the islands adjacent thereto except that portion included in Area No. 2; all of the East Indies, Australia, New Zealand, and the islands adjacent thereto; the islands of the Pacific Ocean except those included in Area No. 1.

Baggage: Equivalent to luggage, means such articles, effects and other personal property of passengers as are necessary for wear, use, comfort, or convenience in connection with their trip. Unless otherwise specified it includes both checked and unchecked baggage.

Baggage Check: Those portions of the ticket which provide for the carriage of passenger's checked baggage. A document issued by carrier solely for identification of checked baggage. The baggage tag portion of the document is attached by TK (or an TK handling agent) to a particular article of checked baggage and the claim tag portion is given to the passenger.

Blackout Dates: Refer to certain days or periods when travel at specified fares is not permitted.

Calendar Week: A period of seven (7) days starting at 12:01 a.m. Sunday and ending at 12:00 p.m. of the following Saturday.

Carriage: Equivalent to transportation, means carriage of passengers and/or baggage by air gratuitously or for hire.

Carrier: Includes the air carrier issuing the ticket and all air carriers that carry the passenger and/or baggage pursuant to the conditions on the ticket or perform or undertake to perform any other service related to such air carrier.

Checked Baggage: Equivalent to registered luggage, means baggage for which TK takes sole custody and for which TK has issued a baggage check and baggage claim tag.

Circle Trip: Any trip, the ultimate destination of which is the point of origin, but which includes at least one stop at another point, and which is not made via the same routing/carrier in both directions.

Examples of Circle Trips:

Example 1: Point 1 to Point 2 on Airline A
 Point 2 to Point 1 on Airline B

Example 2: Point 1 to Point 2 to Point 3 on
 Airline A

Example 3: Point 1 to Point 2 on Airline A (First Class)
 Point 2 to Point 1 on Airline A or any
 other Airline (Coach)

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RULE

SECTION I - GENERAL RULES

C1

+[N]DEFINITIONS (Continued)

Jet Aircraft: The following aircraft (and all series thereof) A330, A340, and Boeing 777.

Maximum Outside Linear Dimension: The sum of the greatest outside length, plus the greatest outside height.

Miscellaneous Charges Order: (MCO) A document issued by a carrier or its agents requesting issue of an appropriate passenger ticket and baggage check, or provision of services to the person named in such document.

The Netherlands: The area also known as Holland.

Normal Fare: The full fare established for a regular or usual service, the application of which is not dependent upon any limited period of ticket validity or other special circumstances. Unless otherwise specified, normal fares include the following: one way, round trip, circle trip, and open jaw trips, Economy Class and Thrift Class service fares.

North America: That area comprised of the Caribbean areas, Canada, Mexico, and the United States, excluding the Canal Zone.

Open Jaw Trip: Any trip which is essentially of a round trip/circle trip nature, except that the outward point of departure and the inward point of arrival/the outward point of arrival and the inward point of departure are not the same.

Example of Open Jaw Trip:
 Point 1 to Point 2 to Point 3

Open Return Ticket: A ticket in which the return portion does not specify a date.

Period of Operation: TK's period of operation includes all flights scheduled to operate within a calendar year, i.e. January through December.

Passenger: Any person, except crew members, carried or to be carried in an aircraft with the consent of carrier.

Passenger Coupon: That portion of the ticket issued by TK that provides for the carriage of the passenger.

Portion: The space between two (2) consecutive scheduled stops on any given flight; also referred to as a leg.

Prepaid Ticket Advice: The notification between offices of a carrier or between carriers that a person in one location has purchased and requested issuance of prepaid transportation to another person in another location.

Proportional Fare: See "Add-On" fare.

Resident: A person who is a bonafide resident of a country and who, upon request of carrier, can display proof of residence. This proof must consist of one of the following: passport, visa, government issued tourist card, driver's license or credit card which bears the person's permanent residence address.

Reroute: To issue a new ticket covering transportation to the same destination as, but via a different routing than, that designated on the ticket, or portion thereof, than held by the passenger, or to honor the ticket or portion thereof, than held by the passenger for transportation to the same destination as, but via different routing than that designated thereon.

Roundtrip: Any trip, the ultimate destination of which is the point of origin, and which is made via the same routing in both directions.

Examples of Round Trips:
Example of Local Round Trip:
 Point 1 to Point 2 on Airline A
 Point 2 to Point 1 on Airline A

Example of Joint Round Trip:
 Point 1 to Point 2 on Airline A
 Point 2 to Point 3 on Airline B
 Point 3 to Point 2 on Airline B
 Point 2 to Point 1 on Airline A

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RULE	SECTION I - GENERAL RULES
C1	<p>+ [N] DEFINITIONS (Continued)</p> <p>Routing: The carrier(s) and/or class of service and/or type of aircraft (Jet or Propeller) via which transportation is provided between two points.</p> <p>Sector: The portion of travel between two (2) fare-break points as determined in the fare construction. Sectors are made up of one or more segments or legs.</p> <p>Segment: That part of a journey from a passenger's boarding point to a deplaning point. Each flight coupon represents a segment of a trip.</p> <p>Southwest Pacific: That area comprised of Australia, Cook Islands, Fiji Islands, French Polynesia, Gilbert and Ellice Islands, Loyalty Islands, New Caledonia, New Hebrides, New Zealand, Norfolk Islands, Papua, New Guinea, Samoan Islands, Society Islands, Solomon Islands, Tonga, and intermediate islands.</p> <p>Special Fare: A fare other than a normal fare.</p> <p>Stand-By Passengers: Passengers who will be enplaned on a flight subject to availability of space at departure time and only after all passengers having reservations for such flight and all passengers without reservations, but paying fares other than stand-by fares, have been enplaned on such flight.</p> <p>Stopover: A deliberate interruption of a journey by the passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination. Unless otherwise noted, stopover will occur when a passenger arrives at a point and fails to depart from such point on:</p> <ol style="list-style-type: none"> the first flight on which space is available, or the flight that will provide for the passenger's earliest arrival at intermediate or junction transfer point(s) or destination point, via the carrier and class of service as shown on the passenger's ticket, provided however, that in no event will a stopover occur when the passenger departs from the intermediate/junction point on a flight shown in the carrier's official general schedule as departing within four hours after arrival at such point. <p>Ticket: The "passenger ticket and baggage check" including all flight, passenger and other coupons therein, issued by TK which provide for the carriage of passengers and their baggage.</p> <p>Tour Conductor: A person at least 18 years old who is in charge of and guides a group for the duration of a tour.</p> <p>Transfer: A change from the flight on one carrier to the flight of another carrier, or a change from the flight of a carrier to another flight of that same carrier bearing the same flight numbers, or a change from the flight of that same carrier, bearing different flight numbers, irrespective of whether or not a change of aircraft occurs.</p> <p>Transfer Point: Any point at which the passenger transfers from the services of one carrier to another service of the same carrier (bearing a different flight number) or the service of another carrier.</p> <p>Transit Point: Any stop at an intermediate point on the route travelled (whether or not a change of plane is made) which does not fall within the definition of stopover.</p> <p>Travel Agent: Any agent appointed by TK to sell air transportation over the lines of TK.</p> <p>Unchecked Baggage: Equivalent to hand-baggage, it is baggage other than checked baggage.</p> <p>United States/United States of America/U.S.: The fifty (50) federated states and the District of Columbia, Puerto Rico, the Virgin Islands, American Samoa, the Canal Zone, Guam, Midway and Wake Islands.</p> <p>Waitlist: A list, established by an airline, of passengers who are either seeking space on a flight that is sold out, or travelling on a stand-by basis/stand-by fare that does not permit boarding a particular flight until all passengers with confirmed reservations have been boarded.</p> <p>Western Hemisphere: The United States of America, Canada, Greenland, Mexico, Central and South America, Bermuda, Bahamas and the islands of the Caribbean Sea.</p>
<p>For unexplained abbreviations, reference marks and symbols see IPGT-1, C.A.B. NO. 581, NTA(A) NO. 373.</p>	
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RULE	SECTION I - GENERAL RULES				
C2	<p><u>†[N]STANDARD FORMAT OF ELECTRONIC RULES</u></p> <p><u>RULE TITLE/APPLICATION (Category **)</u> This category contains the rule title and defines the application of the rule. It will be used to indicate the geographical application of the rule, type of service (first, coach, etc.), type of transportation (one way or round trip), type of journey (single open jaw, round trip, etc.) and applicability for use with joint fares, tour fares and group fares. Provisions for capacity limitations, General Rules which are NOT applicable and miscellaneous information which is not category specific will also appear here. This category will appear with every rule with at least the rule title.</p> <p><u>ELIGIBILITY (Category 1)</u> Intentionally Left Blank</p> <p><u>DAY/TIME (Category 2)</u> (1) <u>Day of Week Travel Restrictions</u> The date of each transatlantic sector will determine type of fare to be applied to such sector. (2) <u>Midweek/Weekend Fare Application</u> Fares designated as Midweek apply for travel on each transatlantic sector operating on Mondays, Tuesdays, Wednesdays and Thursdays. Fares designated as Weekend apply for travel on each transatlantic sector operating on Fridays, Saturdays and Sundays. The statement "normal provisions apply" will appear in this category unless an exception exists, in which case the appropriate Midweek/Weekend periods will be specified in the applicable fare rule.</p> <p><u>SEASONALITY (Category 3)</u> Intentionally Left Blank</p> <p><u>FLIGHT APPLICATION (Category 4)</u> Intentionally Left Blank</p> <p><u>ADVANCE RESERVATIONS/TICKETING (Category 5)</u> (1) <u>Advance Purchase Fares</u> Requires that reservations be made, and payment and ticketing be completed prior to commencement of outbound travel. The number of days in advance of departure date required to fulfill these conditions will be specified in each advance purchase fare rule. Any voluntary changes in reservation(s)/ticket(s) after a ticket(s) has been issued will result in the imposition of a charge or penalty by the carrier concerned, as indicated in Category 16 of the applicable fare rule. (2) <u>Group Fares (including Group Inclusive Tour fares)</u> (a) Require that reservations be made, and tickets for all members of the group be issued and paid for prior to commencement of outbound travel. The number of days in advance of departure date required to fulfill these conditions will be specified in each group fare rule. (b) Where applicable, this paragraph will also indicate any payment and ticketing deadline for added/substitute passengers in the group. (c) Each ticket shall indicate by means of the appropriate ticketing code that the passenger is a member of a travel group, and show the applicable inclusive tour code or group code assigned by the carrier, as the case may be.</p> <p><u>MINIMUM STAY (Category 6)</u> Return travel from the last point of stopover may not commence prior to the minimum stay period stated in the rule, after departure of the outbound transatlantic sector. When no minimum stay period is stated in a rule, return travel may commence at any time within the period of validity of the fare.</p> <p><u>MAXIMUM STAY (Category 7)</u> Return travel from last stopover must commence by midnight of the last day of the maximum stay period stated in the rule, after the date of departure from the point of origin.</p> <p><u>STOPOVERS (Category 8)</u> En route stopovers shall be permitted free of charge.</p> <p><u>TRANSFERS (Category 9)</u> Intentionally Left Blank</p> <p><u>PERMITTED COMBINATIONS (Category 10)</u> Intentionally Left Blank</p> <p><u>BLACKOUT DATES (Category 11)</u> Intentionally Left Blank</p> <p><u>SURCHARGES (Category 12)</u> Intentionally Left Blank</p>				
	<p style="text-align: right;">(Continued on next page)</p> <p>For unexplained abbreviations, reference marks and symbols see IPGT-1, C.A.B. NO. 581, NTA(A) NO. 373.</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">ISSUED: July 9, 2009</td> <td style="width: 50%;">EFFECTIVE: August 23, 2009</td> </tr> <tr> <td></td> <td style="text-align: right;">(Except as Noted)</td> </tr> </table>	ISSUED: July 9, 2009	EFFECTIVE: August 23, 2009		(Except as Noted)
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RULE	SECTION I - GENERAL RULES
C2	<p>+ [N] <u>STANDARD FORMAT OF ELECTRONIC RULES</u> (Continued)</p> <p><u>ACCOMPANIED TRAVEL (Category 13)</u> Intentionally Left Blank</p> <p><u>TRAVEL RESTRICTIONS (Category 14)</u> Intentionally Left Blank</p> <p><u>SALES RESTRICTIONS (Category 15)</u> Intentionally Left Blank</p> <p><u>PENALTIES (Category 16)</u></p> <p>(1) <u>Routing/rerouting</u> Rerouting of Advance Purchase and Group Fare passengers unless otherwise specified, voluntary reroutings are not permitted but will be subject to the provisions specified in the category of the fare rule.</p> <p>(2) <u>Cancellation and Refunds</u></p> <p>(1) <u>Advance Purchase Fares</u></p> <p>(a) <u>Prior to Departure</u></p> <p>(i) In the event of cancellation by the passenger or failure to use confirmed space as ticketed prior to or at departure time for any reason, except as provided in (ii) and (iii) below, a portion of the fare will be deemed non-refundable and will be forfeited by the passenger. The applicable non-refundable amount will be specified in each advance purchase/advance purchase excursion rule.</p> <p>(ii) Full refund will be made in the event of:</p> <p>(aa) death or illness of the prospective passenger or a member of the passenger's immediate family (attested to by an appropriate certificate);</p> <p>(bb) an increase in the advance purchase fare after a ticket has been issued, and the passenger desires to cancel.</p> <p>(iii) If, after issuance of the ticket, schedule changes by the carrier(s) create alterations to the ticket itinerary which are unacceptable to the passenger, the passenger may cancel or have the ticket reissued in accordance with applicable tariffs, without incurring a penalty.</p> <p>(b) <u>After Departure</u></p> <p>(i) In the event of cancelling by the passenger or failure to use confirmed space as ticketed after travel has commenced, except as provided in (ii) below, refund will be the difference between the fare paid and the fare for the transportation used less the non-refundable amount specified in the applicable rule.</p> <p>(ii) In the case of death of passenger or a member of the passenger's immediate family, rerouting of the balance of the journey will be permitted without penalty.</p> <p>(c) After ticket has been issued, the non-refundable portion of the fare shall not be used as credit towards payment of any other fares. However, an advance purchase fare ticket may be upgraded to another fare type, only as specified in the applicable rule, subject to all conditions of the new fare, in which case the original non-refundable amount shall still not be refundable. The "NONREF/APEX" entry shall continue to be carried in the "Form of Payment" box of the new ticket and any subsequent reissues.</p> <p>(2) <u>Group Fares (Including G.I.T. fares)</u></p> <p>(a) <u>Prior to Departure</u></p> <p>(i) Refunds shall be made only to or at the direction of the person responsible for the travel arrangements of the group.</p> <p>(ii) In the event of voluntary cancellation by the group or a member of the group less than the number of days stated in the rule prior to commencement of outbound travel, except as provided in (iii) below, a portion of the group fare paid will be deemed non-refundable and will be forfeited by the non-departing group member(s). The applicable non-refundable amount will be specified in each group rule.</p> <p>(iii) Full refund will be made in the case of:</p> <p>(aa) death or illness of the passenger or of a member of the passenger's immediate family (attested to by an appropriate certificate);</p> <p>(bb) replaced passenger, if substitutions are permitted in the rule being detailed;</p> <p>(cc) cancellation of affinity/non-affinity/incentive/own use group transportation by the carrier.</p> <p>(b) <u>After Departure</u></p> <p>(i) Normal cancellation and refund procedures will apply provided that in the event of cancellation or rerouting by a member of the group due to:</p> <p>(aa) death of the passenger en route, the difference, if any, by which the group fare paid exceeds the applicable fare for the portions actually flown by the passenger, calculated from the original point of origin, will be refunded;</p> <p>(bb) a death in the immediate family of a passenger, the amount of the group fare paid by the passenger will be applied as a credit (but not in cash) towards the purchase of transportation at applicable fares for the portions actually flown by the passenger, calculated from the original point of origin. Similar arrangements may be made for other members of the travel group who belong to the immediate family of such passengers;</p>

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RULE	SECTION I - GENERAL RULES				
C2	<p><u>†[N]STANDARD FORMAT OF ELECTRONIC RULES (Continued)</u></p> <p><u>PENALTIES (Category 16) (Continued)</u></p> <p>(2) <u>Cancellation and Refunds (Continued)</u></p> <p>(2) <u>Group Fares (Including G.I.T. fares) (Continued)</u></p> <p>(b) <u>After Departure (Continued)</u></p> <p>(cc) a passenger being unable to complete or continue his/her journey with the group due to illness, which must be substantiated by a medical certificate, the amount of the group fare paid will be applied as a credit towards the purchase of transportation at applicable fares for the portions actually flown by the passenger, calculated from the original point of origin. Similar arrangements for transportation may be made for other members of the inclusive tour group who belong to the immediate family of such passenger.</p> <p>(i) Except as provided above, in case of voluntary cancellation of the group or a member of the group, refund will be an amount equal to the excess of the group fare paid over the all-year fare applicable for transportation from the point of origin to the point of cancellation, less the percentage/penalty specified in the applicable rule.</p> <p>(ii) In the event a passenger discontinues his/her journey en route for any reason, the amount of the fare paid will be applied as a credit toward the purchase of transportation at the applicable fare calculated from the point of origin.</p> <p>(c) In any of the circumstances described above, the remaining members of the travel group, regardless of their number, shall commence or continue with the itinerary, subject to all other conditions of the rule.</p> <p><u>HIGHER INTERMEDIATE POINT (Category 17)</u> Intentionally Left Blank</p> <p><u>TICKET ENDORSEMENTS (Category 18)</u> Intentionally Left Blank</p> <p><u>CHILDREN'S DISCOUNTS (Category 19)</u> Intentionally Left Blank</p> <p><u>TOUR CONDUCTOR DISCOUNTS (Category 20)</u> Intentionally Left Blank</p> <p><u>AGENT DISCOUNTS (Category 21)</u> Intentionally Left Blank</p> <p><u>ALL OTHER DISCOUNTS (Category 22)</u> Intentionally Left Blank</p> <p><u>MISCELLANEOUS PROVISIONS (Category 23)</u> Intentionally Left Blank</p> <p>(Category 24) Currently Not Available</p> <p>(Category 25) Currently Not Available</p> <p><u>GROUPS (Category 26)</u></p> <p>(1) <u>Group Size</u> A minimum group size refers to the minimum number of passengers required to form a group which will permit the use of a particular fare. Unless otherwise specified in the fare rule, in order to determine the minimum group size, two children each paying at least 50 percent of the applicable group fare will be counted as one member of the group.</p> <p>(2) <u>Group Travel Requirements</u> This category includes the portion(s) of travel over which the group (if a requirement of the fare) must travel together, or conversely, those portion(s) of the itinerary where individual travel is permitted or any other exceptions or special conditions regarding the group travel requirements.</p>				
<p style="text-align: right;">(Continued on next page)</p> <p>For unexplained abbreviations, reference marks and symbols see IPGT-1, C.A.B. NO. 581, NTA(A) NO. 373.</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">ISSUED: July 9, 2009</td> <td style="width: 50%;">EFFECTIVE: August 23, 2009</td> </tr> <tr> <td></td> <td style="text-align: right;">(Except as Noted)</td> </tr> </table>		ISSUED: July 9, 2009	EFFECTIVE: August 23, 2009		(Except as Noted)
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RULE	SECTION I - GENERAL RULES				
C2	<p>+ [N] <u>STANDARD FORMAT OF ELECTRONIC RULES</u> (Continued)</p> <p><u>GROUPS (Category 26)</u> (Continued)</p> <p>(3) <u>Eligibility</u></p> <p>(a) <u>Affinity Group Requirements</u></p> <p>(i) The travel group must be formed only from Affinity Groups, i.e., member (or employee) of the same association, corporation, company or other legal entity (referred to as the 'Organization').</p> <p>(ii) The principal purpose, aims and objectives of the Organization, must be other than travel.</p> <p>(iii) Sufficient affinity must exist prior to application for transportation in order to distinguish and set the group apart from the general public.</p> <p>(iv) Each member of the travel group must be a member of the Organization at the time of application for the group fares discount and must have been a member for at least six months immediately prior to the date of commencement of travel.</p> <p>(v) The travel group may include the spouse and dependent children of a member of the Organization from which the party to be transported is drawn. In addition, parents living in the same household as a member may be included. However, any such spouse, dependent children or parents must be accompanied on the flight by such member, unless the member has been compelled to cancel his passage.</p> <p>(vi) <u>Limitations of Solicitation</u></p> <p>With respect to the formation of Affinity Groups:</p> <p>(aa) Solicitation is limited to personal letters, circulars and telephone calls addressed to members of the Organization, to group publications intended solely for members of the Organization (or for members of the federation or organization to which the Organization belongs) and to any other form of solicitation not defined as public solicitation in (vii) below.</p> <p>(bb) Solicitation must be effected only by officials of the Organization or members of the travel group.</p> <p>(cc) The travel group must not be gathered directly or indirectly by a person engaged in soliciting or selling transportation services or providing or offering to provide transportation to the general public. However, the mere ascertainment of the group fare and/or its collection from members of the travel group will not of itself be considered as engaging in such acts.</p> <p>(dd) If the organizers of the travel group employ a travel agent to assist in the travel arrangements, he must in no way solicit members of the travel group. However, after the party to be transported is formed, the travel agent may contact members of the group for the purposes of arranging other travel services in addition to assisting in travel arrangements.</p> <p>(vii) <u>Definition of 'Public Solicitation'</u></p> <p>Public solicitation will be considered to exist when the group transportation is described, referred to, announced in advertisements or any other writing or means of public communication, whether paid or unpaid, including but not limited to, telephone campaigns, radio, telegraph and television. However, a statement in public news media other than advertisement, which could not reasonably be construed as calculated or likely to induce travel as a member of the travel group and which has not been initiated by the Organization, any member of the travel group carrier or an agent or representative of any of them, will not be considered public solicitation.</p> <p>(b) <u>Incentive/Own Use Group Requirements</u></p> <p>The travel group shall be formed only for own use of one person or a legal entity, such as an association, partnership, company or corporation (referred to as the 'Purchaser'). Such Purchaser may not, wholly or partially, directly or indirectly, share the cost of the air transportation with other persons interested in obtaining such transportation, including the passengers carried. However, such cost may be raised by voluntary contributions if:</p> <p>(i) the voluntary contributions are not solicited/obtained solely from the passengers to be carried.</p> <p>(ii) participation in the travel group is not limited to those actually contributing;</p> <p>(iii) the minimum amount of each person's contribution has not been prescribed by the Purchaser; and</p> <p>(iv) each person to be included in the travel group is selected by the Purchaser and for reasons other than such person's request that he/she be included in the travel group.</p> <p>(c) <u>Incentive Group Requirements</u></p> <p>(i) Incentive Groups mean groups of employees and/or dealers and/or agents (including their spouses) of the same business firm(s), corporation(s) or enterprise(s) (excluding non-profit organizations), also referred to as the 'organization', traveling under an established Incentive Travel Program which rewards the employee, dealers and agents for past work or provides an incentive for future activities.</p> <p>(ii) The Incentive Travel Program is to include air transportation, accommodations, sightseeing, entertainment and other features the cost of which is borne entirely by the business firm, corporation or enterprise and not passed on directly or indirectly to the employees, dealers or agents.</p>				
	<p style="text-align: right;">(Continued on next page)</p> <p>For unexplained abbreviations, reference marks and symbols see IPGT-1, C.A.B. NO. 581, NTA(A) NO. 373.</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">ISSUED: July 9, 2009</td> <td style="width: 50%;">EFFECTIVE: August 23, 2009</td> </tr> <tr> <td></td> <td style="text-align: right;">(Except as Noted)</td> </tr> </table>	ISSUED: July 9, 2009	EFFECTIVE: August 23, 2009		(Except as Noted)
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RULE

SECTION I - GENERAL RULES

C2

+ [N] STANDARD FORMAT OF ELECTRONIC RULES (Continued)GROUPS (Category 26) (Continued)(3) Eligibility (Continued)(c) Incentive Group Requirements (Continued)

- (iii) Officials (and their spouses) of such business firms, corporations or enterprises may also be included in the group if they are traveling for the purpose of making awards or officiating in the Incentive Travel Program.
- (iv) Each member of the Incentive Group must be a member of the Organization at the time of application for the group fare.

(4) Documentation(a) General Requirements For All Individual And Group Inclusive Tours

There must be vouchers specifying sleeping accommodations and any sightseeing or other features of the tour. Such vouchers, including those for ground transportation, must be available for inspection during check-in prior to commencement of outbound transatlantic travel.

(b) Affinity/Incentive/Non-Affinity/Own Use Group Requirement

- (i) Written application, in the form required by TK, shall provide a full description of the travel desired, the names and total number of passengers, and, where applicable, the affinity/incentive/own use provisions under which the travel is being requested, and must be signed by the applicant (the person responsible for the travel arrangements of the group).
- (ii) The application must be submitted to the issuing carrier (the carrier whose tickets are to be issued) prior to commencement of outbound travel. The deadline for receipt of the application is specified in each particular group travel rule.
- (iii) Except as otherwise noted, only those passengers listed in the written application may be transported.
- (iv) Passenger Substitution/Additions
If name changes and/or additions to the list of participants in the travel group may be made after the written application has been submitted, a statement will appear in this category giving the number of changes and/or additions permitted and the deadline, if any is involved.

(v) Each travel group shall be identified by a definite number (group code) assigned by TK.

(c) Group Inclusive Tour Requirements (Not required for tours initiated by TK)

- (i) Written application, in the form required by TK, shall provide the names and total number of passengers and the inclusive tour code number, and be signed by the tour operator or a passenger sales agent (also referred to as the "Travel Organizer").
- (ii) The application must be submitted to the issuing carrier (the carrier whose tickets are to be issued) prior to commencement of outbound travel. The deadline for receipt of the application is specified in each particular group travel rule.
- (iii) Except as otherwise noted, only those passengers listed in the written application may be transported.
- (iv) Passenger Substitutions/Additions
If name changes and/or additions to the list of participants in the travel group may be made after the written application has been submitted, a statement will appear in this category giving the number of changes and/or additions permitted and the deadline, if any is involved.

TOURS (Category 27)(1) Tour FeaturesIndividual and Group Inclusive Tour Fare Requirements

- (i) Except as otherwise noted, the INDIVIDUAL INCLUSIVE TOUR must include in its published price and appropriate literature, in addition to air transportation, the cost of sleeping or hotel accommodations for a least 6 nights, plus any other facilities or attractions such as airport transfers, sightseeing, motorcoach trips, and car rentals.
- (ii) Except as otherwise noted, the GROUP INCLUSIVE TOUR must include in its published price and appropriate literature, in addition to air transportation, the cost or airport transfers and sleeping or hotel accommodations for the total duration of the trip, plus other facilities or attractions such as sightseeing, motorcoach trips, and car rentals.
- (iii) Tours must be paid for in full prior to commencement of travel, and the price of tour features and facilities may not be less than the amount specified in Category 27 of the particular rule.

(2) Minimum Tour Price

The term 'Minimum Tour Price' (MTP) shall be understood to mean the minimum selling price of the tour per passenger.

VISIT ANOTHER COUNTRY (Category 28)

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DEPOSITS (Category 29)

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For unexplained abbreviations, reference marks and symbols see IPGT-1, C.A.B. NO. 581, NTA(A) NO. 373.

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RULE	SECTION I - GENERAL RULES
5	<p>APPLICATION OF TARIFF</p> <p>(A) GENERAL</p> <p>(1) The class of service is shown with the fare. These fares are applicable to one way (OW), roundtrip (RT), and circle trip (CT) journeys on the services of TK. The fares are applicable only between the points for which they are published and may not be applied to/from intermediate points.</p> <p>(2) Fares apply all year unless otherwise stated. Times and dates are local and are inclusive.</p> <p>(3) Fares do not have minimum or maximum stay requirements.</p> <p>(4) Except as otherwise provided below, fare rule provisions, local or joint fares, including arbitraries contained in the On-line Tariff Database maintained by Airline Tariff Publishing Company, Agent on behalf of TK are considered to be part of this tariff.</p> <p>(B) EFFECTIVE RULES, FARES, AND CHARGES</p> <p>(1) Transportation is subject to the rules, fares, and charges in effect the date on which such transportation commences at the point of origin designated on the ticket. If, after a ticket has been issued and before any portion thereof has been used, an increase in the fares or charges applicable to the transportation covered by the tickets becomes effective, the full amount of such increase will be collected from the passenger. <u>EXCEPTION:</u> 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 local or local joint fare provided the originating flight coupon of the ticket was issued for a specific flight at the fare contained in a tariff lawfully in effect on the date of ticket issuance determined by the validation stamped or imprinted on the ticket.</p> <p>(2) When the fare class application indicates a fare applies beginning on a specific date or through a specific date (including mention of the year) this refers to the date when travel may begin from the point of origin and/or the 1st day travel may begin. Sometimes the expiration date indicates the date on which travel must be completed.</p> <p>(3) Fare application that applies to accompanied children applies to children 2 through 11 years old, accompanied on the same flight on all segments by an adult fare paying passenger at least 12 years old.</p> <p>(4) Open return tickets are valid provided that the use of the inward portion of the roundtrip does not exceed one year from the date of outbound travel.</p> <p>(5) The obligations of the carrier under the Air Passenger Protection Regulations (APPR) form part of the tariff and supersede any in compatible or inconsistent term and condition of carriage set out in the tariff to the extent of such inconsistency or incompatibility, but do not relieve the carrier from applying terms and conditions of carriage that are more favorable to the passenger than the obligations set out in the APPR.</p>
C6	<p>[N]CLASSES OF SERVICE</p> <p>(A) First Class Fares apply when travel is in the first class compartment of combination compartment flights operated with Jet aircraft.</p> <p>(B) Economy Class</p> <p>(1) Fares apply when travel is on flights designated as Economy Class flights in the carrier's schedule or in the Economy Class compartment of combination compartment flights operated with Jet aircraft.</p> <p>(2) Conditions of Service</p> <p>(a) Economy "M" Class section will be located immediately behind the Business Class section. The number of seats in this section is either 219 or 226.</p> <p>(b) The passengers seated in Economy "M" Class will be afforded in-flight amenities such as complimentary Bulgarian Alcoholic drinks and use of headsets for audio/visual entertainment.</p> <p>(c) Carriage of Unaccompanied Children Children at least five years of age but under eight years of age will be accepted for unaccompanied carriage upon advanced arrangements and will be charged the normal applicable adult fare.</p>

(Continued on next page)

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RULE	SECTION I - GENERAL RULES
C15	<p><u>INTELETRONIC SURVEILLANCE OF PASSENGERS AND BAGGAGE</u></p> <p>Passengers and their baggage are subject to inspection with an electronic detector with or without the passengers' consent of knowledge.</p>
21	<p><u>TRANSPORT OF PASSENGERS WITH DISABILITIES</u></p> <p>(A) <u>DEFINITIONS</u></p> <p>(1) Passengers shall be considered a passenger with disabilities when their physical, medical or mental condition requires individual attention on enplaning, deplaning, during flight, in an emergency evacuation or during ground handling which is normally not extended to other passengers.</p> <p>(2) <u>Ambulatory</u> - a person who is able to move about within the aircraft unassisted.</p> <p>(3) <u>Non-Ambulatory</u> - a person who is not able to move within the aircraft unassisted.</p> <p>(4) Except for safety-related matters governed by Transport Canada, the carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance. Once advised that he or she is self-reliant, the carrier shall not refuse such passenger transportation on the basis that there is a lack of a personal attendant or based on the assumption that the passenger may require additional attention from airline employees to assist with the passenger's needs such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier.</p> <p>(5) <u>Non-self-reliant</u> - a person who is incapable of self-care during a flight.</p> <p>(6) <u>Determination of self-reliance</u> The carrier will accept the disabled person's determination as to self-reliance.</p>
	<p style="text-align: right;">(Continued on next page)</p>
<p>ISSUED: August 26, 2019</p>	
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RULE	SECTION I - GENERAL RULES																						
C21	<p>+ [N] <u>TRANSPORT OF PASSENGERS WITH DISABILITIES</u> (Continued)</p> <p>(B) <u>ACCEPTANCE OF PASSENGER WITH DISABILITIES</u></p> <p>(1) <u>Medical Clearance</u> The carrier reserves the right to require a medical clearance from the company medical authorities if travel involves any unusual risk or hazard to the passenger or to other persons (including, in cases of pregnant passengers, unborn children).</p> <p>(2) <u>Reservations</u> Reservations should be made at least 48 hours in advance of travel (except for oxygen and/or stretchers, which must be made at least five (5) working days in advance), advising the carriers as to the nature of the disability and assistance required, so that carrier arrangements can be made. Carriers will make every effort to accommodate passengers who fail to make timely reservations.</p> <p>(3) <u>Seating Restrictions</u> Persons with disabilities will not be permitted to occupy seats in designated emergency exit rows or on an aircraft upper deck. Carrier has the ability to assign seats and/or restrict seating such as to any window seats.</p> <p>(4) Persons with a disability will be accepted for transportation as outlined below:</p> <table><thead><tr><th><u>Disability</u></th><th><u>Personal Attendant Required</u></th></tr></thead><tbody><tr><td>Blind</td><td>No</td></tr><tr><td>Deaf</td><td>No</td></tr><tr><td>Blind and Deaf/Self-reliant</td><td>No</td></tr><tr><td>Blind and deaf/Non-self reliant</td><td>Yes</td></tr><tr><td>Intellectual/Self-reliant</td><td>No</td></tr><tr><td>Intellectual/Non-self reliant</td><td>Yes</td></tr><tr><td>Ambulatory/Self-reliant</td><td>No</td></tr><tr><td>Ambulatory/Non-self reliant</td><td>Yes</td></tr><tr><td>Non-ambulatory/Self-reliant</td><td>No (*)</td></tr><tr><td>Non-ambulatory/Non-self reliant</td><td>Yes</td></tr></tbody></table> <p>(*) Except in cases where the number of such passengers travelling on a given flight exceeds the civil aeronautics directorate transport Canada guideline commercial air services (carriage of non-ambulatory passengers on large turbo-jet aeroplanes). Carriers are advised to refer to the current guideline for further information.</p> <p>(C) <u>ACCEPTANCE OF SERVICE ANIMALS</u> Carrier accepts for transportation without charge a properly harnessed dog or other harnessed service animal to lead and/or assist the passenger with disabilities, when it accompanies a passenger dependent upon such a service animal. The service animal will be permitted to accompany such passenger into the cabin. The passenger and the service animal will normally be allocated a bulkhead seat, where there is sufficient floor space for the animal. In extreme cases, if the animal is large and heavy, an additional seat floor area (preferably window seat) should be available (purchase of an extra seat or if a seat is available allocation at check-in).</p> <p>C + [N] TK is not responsible for health of guide dogs before, during, or after the flight.</p> <p>(D) <u>ACCEPTANCE OF MOBILITY AIDS</u> In addition to the regular free baggage allowance, carrier will accept the following items which must be stowed in the baggage compartment:</p> <p>(1) Manually operated wheelchairs and walkers.</p> <p>(2) Wheelchairs with nonspillable batteries with terminals disconnected and taped.</p> <p>(3) Crutches and canes may be retained in the passenger's custody provided they are stowed in accordance with carrier's safety regulations.</p> <p>(4) Wheelchairs with spillable wet cell batteries</p> <p>(a) On containerized aircraft such as A330/A340 and B777 when loaded in a LD3 baggage container in an upright position (at no cost to the passenger). Batteries must be disconnected at both terminals, capped to prevent short circuits and must be secured to the wheelchair with non-conductive material;</p> <p>(b) Wheelchair in a non upright position: On narrow-body aircraft, the battery must be removed and stored in a Kimpack battery kit which is available from the carrier at no cost to the passenger.</p> <p>C + [N] (5) Mobility aids are accepted as priority checked baggage without charge.</p> <p>C + [N] (6) TK does not accept any scooters.</p> <p>C + [N] (7) TK is not responsible for disassembling/packing mobility aids.</p> <p>C + [N] (8) Wheelchairs, special apparatus and equipment required by persons with disabilities should be carried free of charge in the cabin where, in the view of the airline, space and safety requirements permit or should be designated as priority baggage.</p> <p>C + [N] <u>NOTE:</u> 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 repair or replacement value of the mobility aid.</p>	<u>Disability</u>	<u>Personal Attendant Required</u>	Blind	No	Deaf	No	Blind and Deaf/Self-reliant	No	Blind and deaf/Non-self reliant	Yes	Intellectual/Self-reliant	No	Intellectual/Non-self reliant	Yes	Ambulatory/Self-reliant	No	Ambulatory/Non-self reliant	Yes	Non-ambulatory/Self-reliant	No (*)	Non-ambulatory/Non-self reliant	Yes
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RULE

SECTION I - GENERAL RULES

25 REFUSAL TO TRANSPORT - LIMITATIONS OF CARRIER(A) REFUSAL CANCELLATION OR REMOVAL

- (1) The acceptance of passengers with health problems may be restricted in the interest of their own and of other passengers safety. The final decision rests with the pilot in command. Carrier is entitled to insist on a written report of fitness for air travel issued by a medical doctor.
- (2) If question arises of any aircraft being overloaded, carrier shall decide which passengers or articles will be carried.
- (3) Subject to the provisions of INJ Rule 86 (Flight Disruptions - Carriage to/from Canada) and Rule 87 (Denied Boarding Compensation) herein, the sole recourse of any person so refused carriage or remove en route for any reason specified in the foregoing paragraphs shall be recovery of the refund value of the Unused portion of his/her ticket as hereinafter provided in Rule 90 (refunds).
- (4) Carrier is entitled to refuse carriage or onward carriage, or curtail carriage for passengers or their baggage:
- (a) The aircraft, a person or items on board are endangered;
 - (b) Members of the crew are obstructed in carrying out their duties;
 - (c) The crew's instructions, in particular with regard to smoking and the consumption of alcohol, are ignored;
 - (d) Passenger's behavior imposes an unacceptable burden or leads to damage or injury on the part of other passengers or the flight crew;
 - (e) There is reasonable suspicion that passengers will carry out one of the above-mentioned acts;
 - (f) Carriage would be in breach of the applicable law, regulations or requirements of the country of departure or destination or of the country over which the aircraft is flying at the time;
 - (g) Passengers refuse to allow themselves or their baggage to be subjected to checks that might be required for security reasons;
 - (h) Passengers do not have any valid travel documents in their possession, destroy their own travel documents during the flight or refuse to hand over the travel documents at the request of the members of the crew in return for an acknowledgement of receipt;
 - (i) Passengers do not comply with the regulations required for making the journey (e.g. passport, visa and health regulations, including for animals accompanying the passengers);
 - (j) Passengers cannot prove at the check-in desk or when boarding the aircraft that they are the person in whose name the booking was made;
 - (k) The fare, taxes, charges or surcharges, including for previous flights, have not been paid;
 - (l) Passengers contravene safety relevant instructions given by the airline or instructions within the scope of company regulations;
 - (m) The physical or mental condition of passengers might affect the health, safety and comfort of passengers and crew (no control of bladder and bowels, even when special provisions apply, uncontrollable smells, uncontrollable behavior)
 - (n) The physical or mental condition of unaccompanied minors may require any form of special assistance and/or care and attention
 - (o) Passengers are carrying prohibited baggage
 - (p) Passengers are afflicted with communicable or contagious diseases such as active tuberculosis, infectious hepatitis, acute poliomyelitis, typhoid fever, salmonellosis, shigellosis, measles, scarlet fever, diphtheria, chicken pox, rubella
 - (r) Passengers are afflicted with fever from unknown cause especially when originating from countries in which serious communicable diseases are known to be present and/or endemic
 - (s) Passengers are suffering from diseases which might be adversely affected by air transport (manifest decomposition of heart and circulation, pneumothorax, etc.)
 - (t) Passengers recently had a heart attack (less than 8 weeks after the heart attack)
 - (u) Passengers recently had a stroke (less than 8 weeks after the stroke)
 - (v) Passengers are suffering from diseases or conditions of which can be expected that the stress of transport as such is beyond the capability of the passenger
 - (w) The physical and/or mental condition of the passengers would jeopardize the safe execution for a flight or the punctuality thereof
- NOTE:** Transportation of passengers with fresh heart attack or stroke will be granted without the time limit of eight weeks, if the passenger is in possession of a written fitness certificate completed by a company approved doctor. The certificate shall be sent at least 48 hours prior transportation to the carrier.
- (x) Passengers do not comply with one or more provisions of this tariff.

(B) OWN OXYGEN ON BOARD

The use of own oxygen bottles on board of the carrier is allowed provided not exceeding the limit of 5 kg gross weight (200 bar) per bottle. Even if carrying own oxygen bottle that airline has to be notified at least 48 hours prior to departure. It is only allowed to transport gaseous oxygen. Liquid oxygen is not allowed to use on board. A medical certificate not older than 10 days is required. Carrier does not provide any additional oxygen bottle.

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RULE

SECTION I - GENERAL RULES

C25

+ [N] REFUSAL TO TRANSPORT - LIMITATIONS OF CARRIER (Continued)

(C) ACCEPTANCE OF PASSENGERS WITH PLASTER CAST

Carrier reserves the right to require that the passenger provide the carrier with a medical opinion from a licensed physician confirming that the passenger can travel with a plaster cast without risk of harm or injury caused, inter Alia, by swelling of the extremities.

(D) PASSENGER TO BE CARRIED ON STRETCHER (STCR)

A STCR-passenger is a passenger who can be transported only in a stretcher, such passenger may or may not have social protection or specific insurance. Carriage of any stretcher patient is subject to the approval of the patient's physician and shall be accompanied by an able-bodied adult attendant qualified to provide him/her required en-route care, unless indicated otherwise by the company medical services. In cases where a passenger must be carried on a stretcher, all detailed information (e.g. seats occupied by STCR, name of patient, accompanying person etc.) will be sent to the concerned station(s) by the carrier. Only accompanying persons may be seated beside the blocked seats of the installed stretcher. Certified STCR will be installed at the rear of the cabin on approved aircraft registrations by carrier maintenance. There is a maximum limit of STCR per A/C depending on A/C type.

(E) CONDITIONAL ACCEPTANCE FOR CARRIAGE

- (1) If a passenger whose status, age, or mental or physical condition is such as to involve any hazard or risk to himself is carried, it is on the express condition that carrier shall, not be liable for any injury, illness or disability, or any aggravation or consequence thereof, including death caused by such status, age, or mental or physical condition (See note):
- NOTE:** Except to the extent provided in Rule 55 (liability of carrier) with respect to tariff C.A.B. No. 846 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 Rule 25 (Refusal to Transport-Limitations of carrier) 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. 846 issued by Airline Tariff Publishing Company, Agent, filed with the Department of Transportation of the United States.

(2) Medical Clearance

- (a) If carrier determines, in good faith and using reasonable discretion, that a passenger's medical condition is such that air travel risks causing aggravation to said condition and/or may cause passenger to require urgent medical attention, carrier is entitled to require passenger to provide a medical certificate, in which case such certificate shall be provided 7 days in advance, or in such shorter period as carrier may allow, and shall be issued under signature of a licensed physician, show the title, identification and contact information of the latter, and be written either in Turkish or English, or be accompanied by an official translation in either of these languages.
- (b) Carrier will review the medical certificate provided and determine whether it can be accepted and the passenger cleared for carriage. Review and clearance will be performed by medical officers employed by carrier or under contract with carrier. In cases where such officers are not available, external medical authorities (e.g. local medical doctors or hospital staff) may provide the required review and clearance.
- (c) If carrier determines, acting in good faith, that a passenger's medical or physical condition involves an unusual hazard or risk to self or other persons (including, in the case of expectant mothers, unborn children) or property, carrier may refuse transportation to the person posing such hazard or risk.
- (d) Pregnant Passengers
- (i) Expectant mothers with complication free pregnancies can travel on carrier flights up to the 28th week of their pregnancy without a medical certificate.
- (ii) Expectant mothers expecting a single baby, who are between the 28th and 36th week of their pregnancy may travel on carrier flights, provided they submit a medical certificate to the carrier confirming that they are fit to travel by air without added risk to themselves or their unborn child.
- (iii) Expectant mothers expecting two or more babies, who are between the 28th and the 32nd week of pregnancy may travel on carrier flights, provided they submit a medical certificate to the carrier confirming that they are fit to travel by air without added risk to themselves or their unborn child.
- (iv) Travel is not permitted beyond 36 weeks of pregnancy in the case of mothers expecting a single child, and 32 weeks where more than one child is expected.

For unexplained abbreviations, reference marks and symbols see IPGT-1, C.A.B. NO. 581, NTA(A) NO. 373.

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RULE	SECTION I - GENERAL RULES
C35	<p>+[N]<u>PASSENGER EXPENSES EN ROUTE</u></p> <p>TK is not responsible to passengers for any costs incurred resulting from a delay in departure or arrival of a TK flight or of any connecting flight which is not on one ticket or a conjunction ticket.</p>
C40	<p>+[N]<u>TAXES</u></p> <p>Any tax or other charge imposed by government authority and collectible from a passenger will be in addition to the published fares and charges. <u>EXCEPTION:</u> Transit taxes at connecting points will be borne by carrier in case of scheduled overnight or other stops on through services.</p>

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RULE

SECTION I - GENERAL RULES

55

LIABILITY OF CARRIERS

(A) For the purpose of international carriage governed 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.

SUCCESSIVE CARRIERS

(B) 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.

LAWS AND PROVISIONS APPLICABLE

(1) Carriage hereunder is subject to the rules and limitations relating to liability established by the Convention (Rule 1, (DEFINITIONS) herein) unless such carriage is not "international carriage" as defined by the Convention (Rule 1, (DEFINITIONS) herein).

[N](2) Carriage to/from Canada is subject to the APPR (Rule 1 Definitions herein) unless this tariff sets out provisions that are more favorable to the passenger. TK is bound by the obligations of a large carrier set out in the APPR (Rule 1 Definitions herein.)

(3) To the extent not in conflict with the provisions of paragraph (1) and [N](2) 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) 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.

(4) 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. A list giving the full name, and its abbreviation of each carrier concurring is published in this tariff.

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RULE

SECTION I - GENERAL RULES

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LIABILITY OF CARRIERS(D) LIMITATION OF LIABILITY

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

- (1) Carrier is not liable for any loss or claim of 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 attributable to fault of carrier or of its servants or agents. 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, notwithstanding strict liability in accordance with applicable laws.
- (4) (a) The carrier shall avail itself of the limitation of liability provided in the Convention for the Unification of Certain Rules for International Carriage (Montreal Convention) dated May 28, 1999, as implemented by the council regulation (EC) No. 2027/97 dated October 9, 1997, on air carrier liability in the event of accidents, and amended by the directive (EC) 889/02, or, where applicable, of the limitation of liability provided in the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Warsaw, October 12, 1929 (Warsaw convention), as amended at the Hague 1955 and by protocol No. 4 of Montreal, 1975.
 (b) Under the Montreal Convention, the following limitations of liability shall apply: There are no maximum amounts for liability in the event of the death or injury of passengers. The carrier is not entitled to raise objections to claims for damages up to 113,100 SDR. The carrier may avert payment of claims above this amount by providing evidence that the carrier was neither negligent nor culpable in its actions. If a passenger is killed or injured, the carrier is required to make an advance payment within 15 days of the person entitled to damages having been identified. This advance payment is to cover immediate economic needs. In the event of death this advance payment shall not be less than 16,000 SDR. The carrier is liable for damages incurred as a result of delay in the carriage of passengers, unless all reasonable measures to avoid such damage have been taken or if it has been impossible to take such measures. The liability for damage due to delayed performance in the carriage of passengers is limited to 4,694 SDR. The carrier is liable for damages incurred as a result of delay in the carriage of baggage, unless all reasonable measures to avoid such damage have been taken or if it has been impossible to take such measures. The liability for damage due to delayed performance in the carriage of baggage is limited to 1,131 SDR. The carrier is liable for the destruction and loss of or damage to baggage up to the value of 1,131 SDR. [N]For carriage to/from Canada, in case of lost or damaged to baggage, in addition to the compensations payable under the Montreal Convention, TK will reimburse the fees paid by the passenger for that lost or damaged baggage. If baggage has been checked in, liability applies irrespective of fault or negligence, provided that the baggage had not already been damaged at the time of being checked in. In the case of baggage that has not been checked in, the carrier is only liable for culpable conduct. A higher liability limit applies if the passenger submits a separate declaration (in writing) when checking in and pays a surcharge. If baggage is damaged, delayed, lost or destroyed, the passenger is required to inform the carrier as soon as possible and in writing. If baggage that has been checked in has been damaged, the passenger is required to report such damage in writing within seven days, or within 21 days of the baggage being made available in the event of baggage being delayed. If the carrier carrying out the performance is not identical with the contracting airline, the passenger may address such notification or damage claims to either company. If the name or code of an airline is shown on the ticket, that airline is the contracting airline. Any actions in law for damages must be brought within two years from the date of the aircraft's arrival or the date on which the aircraft should have arrived. If the person collecting the baggage accepts any item of checked-in baggage without reservation, this action shall establish the disputable presumption that it has been delivered undamaged in accordance with the document of carriage. The carrier's liability is in all cases limited to proven damage. The damage to be compensated is reduced in the event of contributory fault.

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RULE	SECTION I - GENERAL RULES
C55	<p>+<u>[N]</u><u>LIABILITY OF CARRIERS</u> (Continued)</p> <p>(D) <u>LIMITATION OF LIABILITY</u> (Continued)</p> <p>(5) <u>Liability - Service of Other Airlines</u></p> <p>(a) A carrier issuing a ticket or checking baggage for carriage over the lines of others does so only as agent.</p> <p>(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, notwithstanding liability as an operating carrier according to the Montreal Convention; and no carrier shall be liable for the loss, damage or delay of checked baggage not occurring on its own line, notwithstanding liability as an operating carrier according to the Montreal Convention and/or 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.</p> <p>(c) No carrier shall be liable for the death or injury of a passenger not occurring on its own line (see note), notwithstanding liability as an operating carrier according to the Montreal Convention.</p> <p><u>NOTE:</u> Except to the extent provided in Rule 55 (Liability of Carriers) with respect to tariff C.A.B. No. 846, 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 Rule 55, 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. 846 issued by Airline Tariff Publishing Company, Agent, filed with the Department of Transportation.</p> <p>(6) 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.</p> <p>(7) 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.</p> <p>(E) <u>GRATUITOUS TRANSPORTATION</u> Gratuitous transportation by carrier of persons, as hereinafter described, shall be governed by all the provisions of this rule, and by all other applicable rules of this tariff.</p> <p>(F) <u>TIME LIMITATIONS ON CLAIMS AND ACTIONS</u></p> <p>(1) 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 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:</p> <p>(a) it was not reasonably possible for him to give such notice, or</p> <p>(b) that notice was not given due to fraud on the part of carrier, or</p> <p>(c) the management of carrier had knowledge of damage to passenger's baggage.</p> <p>(2) 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.</p> <p>(G) <u>OVERRIDING LAW, MODIFICATION AND WAIVER</u></p> <p>(1) <u>OVERRIDING LAW</u> - 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.</p> <p>(2) <u>MODIFICATION AND WAIVER</u> 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.</p>
<p>For unexplained abbreviations, reference marks and symbols see IPGT-1, C.A.B. NO. 581, NTA(A) NO. 373.</p>	
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RULE**SECTION I - GENERAL RULES****60****RESERVATIONS****(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 ticketed reservation to another date, shall not be entitled to any preferential right with respect to the obtaining of a reservation.

(B) CONDITIONS OF RESERVATIONS

Reservations shall be tentative unless and until carrier has issued a validated ticket or Miscellaneous Charges Order to the carriage for which space is reserved. Carrier will cancel a reservation at any time without notice on the failure of the passenger to purchase a ticket for the space reserved.

EXCEPTION 1: A reservation of space on a given flight is valid when the availability and allocation of such space is confirmed by a reservation agent of the carrier and entered in the Carrier's computer.

EXCEPTION 2: A reservation or seat request (waitlist) is valid only for the passenger in whose name the reservation or request was originally made. Transfer of reservations or seat requests (name changes) from one passenger to another is not permitted.

EXCEPTION 3: Subject to payment or satisfactory credit arrangement, a validated ticket will be issued by the carrier indicating such confirmed space provided the passenger applies to carrier for such ticket before the expiration of the time agreed upon between the carrier and the passenger when the reservation was confirmed. However, if airport ticketing was agreed upon, at least 120 minutes prior to the scheduled departure time of the flight.

EXCEPTION 4: (a) If the reservation is made within two days of the departure of the flight, the ticket must be issued not later than the times specified below:
 (b) If airport ticketing was agreed upon, at least 120 minutes prior to the scheduled departure time of the flight.
 (c) Such reservation of space is subject to cancellation by the carrier without notice if the passenger has not obtained a validated ticket specifying thereon his/her confirmed reserved space by the time limit agreed upon between the carrier and the passenger.

EXCEPTION 5: Carrier may accept reservations of space for specific flights in excess of available space on board the aircraft. The number of excess reservations planned by the carrier for a particular flight is based on the anticipated booking pattern for such flight. The determination of this pattern takes into consideration current conditions which may affect the expected utilization of space on the flight as well as historical factors such as the rate of late cancellations for the flight, failure of persons with confirmed reservations to show for the flight and the absence of any record for certain reservations in the carrier's inventory of the flight.

EXCEPTION 6: In the event that the number of persons presenting themselves with confirmed reservations for carriage on a flight exceeds the number of seats available, those passengers with confirmed reservations who are not accommodated will be subject to **IN** Rule 86 **FLIGHT DISRUPTION** - to/from Canada and Rule No. 87, **(DENIED BOARDING COMPENSATION)**, herein.

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RULE	SECTION I - GENERAL RULES				
60	<p>RESERVATIONS</p> <p>(C) ALLOCATION OF ACCOMMODATIONS Carrier does not guarantee allocation of any particular space in the aircraft.</p> <p>C [N](D) ASSIGNMENT OF SEATS TO CHILDREN UNDER THE AGE OF 14 YEARS (Applicable as of Dec 15, 2019)</p> <p>(1) For carriage to/from Canada, TK will facilitate the assignment of a seat to a child who is under the age of 14 years by offering, at no additional charge,</p> <p>(a) in the case of a child who is four years or younger, a seat that is adjacent to their parent, guardian or tutor's seat;</p> <p>(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 that parent, guardian or tutor's seat by no more than one seat; and</p> <p>(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.</p> <p>(2) In order to facilitate the assignment of seat described above, TK will, free of charge:</p> <p>(a) assign a seat to the child before check-in, when possible; or</p> <p>(b) if not possible:</p> <p>(i) advise passengers before check-in that TK will facilitate seat assignments of children in close proximity to a parent, guardian or tutor at no additional charge at the time of check-in or at the boarding gate,</p> <p>(ii) assign seats at the time of check-in</p> <p>(iii) if not possible, ask for volunteers to change seats at the time of boarding, and;</p> <p>(iv) if no passenger has volunteered to change seats at the time of boarding, ask again for volunteers to change seats before takeoff.</p> <p>(3) If a passenger is assigned a seat in accordance with subsection (1) that is in a lower class of service than their ticket provides, TK will reimburse the price difference between the classes of service, but if the passenger chooses a seat that is in a higher class of service than their ticket provides, TK may request supplementary payment representing the price difference between the classes of service.</p> <p>(E) ARRIVAL OF PASSENGERS AT AIRPORTS The passenger must present himself at the airport of departure for check-in at least the number of minutes indicated below for each carrier prior to the schedule departure time of the flight on which he/she holds a reservation. If the passenger fails to arrive at such airport of departure by the established time limit or appears improperly documented and not ready to travel, carrier(s) will cancel space reserved for him/her. Departure will not be delayed for passengers who arrive at airports of departure too late for such formalities to be completed before scheduled departure time. Carrier(s) is not liable to the passenger for loss or expense due to passenger's failure to comply with this provision.</p> <table border="1"> <thead> <tr> <th>CARRIER</th><th>CHECK-IN TIME IN MINUTES</th></tr> </thead> <tbody> <tr> <td>TK</td><td>60 Minutes</td></tr> </tbody> </table> <p>(F) CANCELLATION OF CONTINUING SPACE If a passenger fails to occupy space which has been reserved for him/her, carrier will cancel all other reservations held by such passenger for continuing or return space. Carrier is not liable for such cancellation but carrier will refund in accordance with Voluntary Refunds provisions published herein.</p>	CARRIER	CHECK-IN TIME IN MINUTES	TK	60 Minutes
CARRIER	CHECK-IN TIME IN MINUTES				
TK	60 Minutes				
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RULE	SECTION I - GENERAL RULES
C65	<p>+ [N] TICKETS</p> <p>(A) GENERAL</p> <p>(1) A tickets 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.</p> <p>(2) A ticket which has not been validated or which has been altered, mutilated or improperly issued, shall not be valid.</p> <p>(3) No person shall be entitled to transportation except upon presentation of a valid ticket. Such ticket shall entitle the passenger to transportation only between points of origin and destination and via the routing designated thereof.</p> <p>NOTE: The fare paid shall only be applicable when international travel actually commences in the country of the point of origin shown on the ticket, i.e. If international travel actually commences in a different country, the fare must be reassessed from such country. For example, if the ticket was issued at the UAE Dirham fare for travel DXB-IST-YTO and the passenger actually commences travel in Germany instead of Namibia, the fare must be reassessed at the BAH-YTO, BAH fare level.</p> <p>(B) VALIDITY General</p> <p>(1) When validated, 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 the applicable class of service and is valid for one year from the date of commencement of flight, except as otherwise specified in carrier's tariffs. Each flight coupon will be accepted for carriage on the date and flight for which accommodation had been reserved.</p> <p>(2) Periods of Validity Tickets expire at midnight on the date of expiration of ticket validity, except that such period of validity will be extended by carrier, without additional collection of fare, as follows:</p> <p>(a) For no longer than seven days beyond the original limit when a passenger who holds a ticket valid for one year is unable to obtain space at time of application to carrier.</p> <p>(b) For no longer than thirty days beyond the original limit when carrier is unable to provide previously confirmed space; or a flight is cancelled or postponed during the period of validity; a scheduled stop which is either a stopover or destination for the passenger is omitted; carrier substitutes a different class of service; or causes a passenger to miss a connection; or fails to operate a flight reasonably according to schedule.</p> <p>(c) Until the date when the passenger, who is prevented from traveling within the period of validity of his ticket by reason of illness, becomes fit to travel according to a medical certificate, or until the first service of the class for which the fare has been paid on the carrier on which space is available after such date from the point where the journey is resumed or from the last connecting point, provided that when the flight coupons remaining in a ticket having a one year validity involve one or more stopovers, the validity of such ticket will be extended for not more than three months from the date shown on such certificate. In such circumstances carrier will extend similarly the period of validity of tickets of persons traveling with an incapacitated passenger.</p> <p>(d) For no longer than forty-five (45) days after the date of death of a passenger for tickets of the persons accompanying the deceased passenger.</p> <p>(e) A miscellaneous charges order issued without definite date of passage must be presented for a ticket within one year from date of issue; otherwise it will not be honored for a ticket.</p> <p>(C) SALES RESTRICTIONS/SEQUENTIAL USE OF FLIGHT COUPONS Full and sequential use of flight coupons - The ticket (or electronic ticket) is not valid if the first coupon has not been used and will not be honored if all coupons are not used in the sequence provided in the ticket/or electronic ticket. The passenger must retain the passenger coupon and all flight coupons of the ticket not previously surrendered to the carrier, throughout his journey. He must, when required, produce the ticket or surrender any applicable portion of the ticket to the carrier.</p>

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For unexplained abbreviations, reference marks and symbols see IPGT-1, C.A.B. NO. 581, NTA(A) NO. 373.

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RULE	SECTION I - GENERAL RULES
C65	<p>†[N]TICKETS (Continued)</p> <p>(D) Absence, loss or irregularities of ticket carrier will refuse carriage to any person not in possession of a valid ticket. In case of loss or non-presentation of the ticket or the applicable portion thereof, carriage will not be furnished for that part of the trip covered by such ticket or that portion thereof until the passenger purchases another ticket at the current applicable fare for the carriage to be performed. Carrier will not accept a ticket if any part of it is mutilated or if it has been altered by other than carrier or it is presented without the passenger's coupon and all unused flight coupons. Notwithstanding foregoing, carrier will issue, at the passenger's request, a new ticket to replace the lost one, upon receipt of proof of loss satisfactory to carrier, and if the circumstances of the case in carrier's opinion warrant such action; provided that the passenger agrees, in such form as may be prescribed by carrier, to indemnify carrier for any loss or damage which carrier may sustain by reason thereof.</p> <p>(E) <u>NON-TRANSFERABILITY</u></p> <p>(1) A ticket is not transferable, but carrier shall not be liable to the person entitled to be transported or to the person entitled to receive such refund for honoring or refunding such ticket when presented by someone other than the person entitled to be transported thereunder or to a refund in connection therewith.</p> <p>(2) If a ticket is in fact used by any person other than the person to whom it was issued, with or without the knowledge and consent of the person to whom it was issued, carrier will not be liable for the destruction, damage, or delay of such unauthorized person's baggage or other personal property arising from or in connection with such unauthorized use.</p> <p>(3) If a ticket is in fact used by any person other than the person to whom it was issued, with or without the knowledge and consent of the person to whom it was issued, carrier will not be liable for the death or injury of such unauthorized person arising from or in connection with such unauthorized use (see note).</p> <p><u>NOTE:</u> Except to the extent provided in rule 55 (Liability of Carriers), Rules affecting liability of carriers for personal injury or death are not permitted to be included in tariffs filed pursuant to the laws of the United States, and this Rule is included herein as part of the tariff filed with governments other than that of the United States and not as part of TK-1 tariff, C.A.B. No. 846 and NTA(A) No. 530 issued by Airline tariff Publishing Co., Agent.</p>
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RULE	SECTION I - GENERAL RULES
C80	<p>+ [N] REVISED ROUTINGS, FAILURE TO CARRY AND MISSED CONNECTIONS</p> <p>(A) CHANGES REQUESTED BY PASSENGER</p> <p>(1) At the passenger's request, carrier will effect a change in the routing (other than the point of origin), carrier(s), class(s) of service, destination, fare or validity specified in an unused ticket, flight coupon(s) or Miscellaneous Charges Order by issuing a new ticket or by endorsing such unused ticket, flight coupon(s) or Miscellaneous Charges Order, provided that:</p> <p>(a) such carrier issued the original ticket or;</p> <p>(b) such carrier is the carrier designated in the "via carrier" box, or no carrier is designated in the "via carrier" box, of the unused flight coupon or Miscellaneous Charges Order for the first onward carriage from the point on the route at which the passenger desires the change to commence, however, where the carrier who issued the ticket is designated as carrier for any subsequent section(s) and has an office or general agent, who is authorized to make endorsements, at the point on the route where the change is to commence or where the passenger makes his request for such change, the reissuing carrier shall obtain such issuing carrier's endorsement; or</p> <p>(c) such carrier has received written or telegraphic authority to do so from the carrier entitled, under (a) or (b) above, to effect the change.</p> <p>(2) When the rerouting results in a change of fare, the new fare and charges shall be constructed as follows:</p> <p>(a) The new fare shall be calculated upon the basis of that which would have been applicable had the passenger purchased transportation for the revised itinerary (which includes those points for which transportation has already been completed) prior to departure from point of origin.</p> <p>(b) Additional passage at the through fare and charges shall not be permitted unless request therefore has been made prior to arrival at the destination named on the original ticket or Miscellaneous Charges Order; and, after carriage has commenced:</p> <p>(i) a one-way ticket shall not be converted into a round, circle or open jaw trip ticket at the round, circle or open jaw trip discount for any portion already flown. Discount will only be applied to any rerouted portion of the trip and only from the point of rerouting, not based on any portion of the trip already flown;</p> <p>(ii) a round, circle or discounted open jaw trip ticket can be converted into any other one of these categories provided that the request therefore is made prior to arrival at the destination named on the original ticket or Miscellaneous Charges Order.</p> <p>(3) Any difference between the fares and charges applicable under paragraph (2) above, and the fares and charges paid by the passenger, will be collected from the passenger by the carrier accomplishing the rerouting who will also pay to the passenger any amounts due to account of refunds.</p> <p>(4) The expiration date of any new ticket issued for a revised routing will be limited to the expiration date that would have been applicable had the new ticket been issued on the date of sale of the original ticket or Miscellaneous Charges Order.</p> <p>(5) Time limits on cancellations and charges for late cancellations will be applicable to revised routings requested by passenger.</p> <p>(B) INVOLUNTARY REVISED ROUTING</p> <p>In the event carrier cancels a flight, fails to operate according to schedules, substitutes a different type of equipment or different class of service, or is unable to provide previously confirmed space, or the passenger is refused passage or removed, in accordance with Rule 25 (<u>REFUSAL TO TRANSPORT- LIMITATIONS OF CARRIER</u>) herein, carrier will either:</p> <p>(1) Carry the passenger on another of its passenger aircraft on which space is available; or</p> <p>(2) Endorse to another carrier or to any other transportation service the unused portion of the ticket for purposes of rerouting; or</p> <p>(3) Reroute the passenger to destination named on the ticket or applicable portion thereof by its own services or by other means of transportation; and, if the fare, excess baggage charges and any applicable service charge for the revised routing is higher than the refund value of the ticket or applicable portions as determined from Rule 90 (<u>REFUNDS</u>) herein, carrier will require no additional payment from the passenger, but will refund the difference if the fare and charges for the revised routing are lower; or</p> <p>(4) Make involuntary refund in accordance with the provisions of Rule 90 (<u>REFUNDS</u>) herein.</p> <p>(C) MISSED CONNECTIONS</p> <p>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 90 (<u>REFUNDS</u>) herein.</p> <p>(D) FREE BAGGAGE ALLOWANCE</p> <p>An involuntarily 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 First Class flight to an Economy/Tourist/Coach Class flight and is entitled to a fare refund.</p>

For unexplained abbreviations, reference marks and symbols see IPGT-1, C.A.B. NO. 581, NTA(A) NO. 373.

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RULE	SECTION I - GENERAL RULES
C85	<p>+ [N] SCHEDULES, DELAYS AND CANCELLATIONS</p> <p>(A) SCHEDULES The times shown in timetables or elsewhere are approximate and not guaranteed, and form no part of the contract of carriage. Schedules are subject to change without notice and carrier assumes no responsibility for making connections. Carrier will not be responsible for errors or omissions either in timetables or other representations of schedules. No employee, agent or representative of carriers is authorized to bind carrier as to the dates or times of departure or arrival or of the operation of any flight.</p> <p>(B) CANCELLATIONS</p> <p>(1) Carrier may, without notice, substitute alternate carriers or aircraft.</p> <p>(2) Carrier may, without notice, cancel, terminate, divert, postpone or delay any flight or the further right of carriage or reservations of traffic accommodations and determine if any departure or landing should be made, without any liability except to refund in accordance with its tariffs the fare and baggage charges for any unused portion of the ticket if it would be advisable to do so:</p> <p>(a) because of any fact beyond its control (including, but without limitation, meteorological conditions, acts of God, force majeure, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, or unsettled international conditions) actual, threatened or reported or because of any delay, demand, conditions, circumstance or requirement due, directly or indirectly, to such fact; or</p> <p>(b) because of any fact not to be foreseen, anticipated or predicted; or</p> <p>(c) because of any government, regulation, demand or requirement; or</p> <p>(d) because of shortage of labor, fuel or facilities, or labor difficulties or carrier or others.</p> <p>(3) Carrier will cancel the right or further right of carriage of the passenger and his baggage upon the refusal of the passenger, after demand by carrier, to pay the fare or the portion thereof so demanded, or to pay any charge so demanded assessable with respect to the baggage of the passenger without being subject to any liability therefore except to refund, in accordance herewith, the unused portion of the fare and baggage charge(s) previously paid, if any.</p>
<p>For unexplained abbreviations, reference marks and symbols see IPGT-1, C.A.B. NO. 581, NTA(A) NO. 373.</p>	
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RULE**SECTION I - GENERAL RULES**

C86

[N] FLIGHT DISRUPTIONS

The following rules apply to carriage to/from Canada, unless this tariff sets out provisions that are more favorable.

(A) DEFINITIONS: As used herein:

"Arrival" means the time when one of the doors of an aircraft is opened after it lands to allow passengers to leave the aircraft. "Denial of boarding" means that 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.

"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.

(B) FLIGHT DISRUPTIONS CATEGORIES

- (1) Situations outside the carrier's control include 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, 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 at the air carrier or 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 or a competent authority, or an order or instruction from an official of a state, a law enforcement agency or a person responsible for airport security.
- (2) Situations within the carrier's control but required for safety purposes include all situations 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. These situations also include mechanical malfunctions that reduce the safety of passengers but does not include a mechanical malfunction that is identified further to scheduled maintenance undertaken in compliance with legal requirements.
- (3) Situations within the carrier's control are those that cannot be shown to fall into the other two categories.
- (4) Earlier flight disruption: When a delay, cancellation or denial of boarding is directly attributable to an earlier delay or cancellation that is due to a situation outside the carrier's control or a situation within that carrier control but required for safety purposes, such disruption is considered to also be outside the carrier's control or within that carrier's control but required for safety purposes (as the case may be) if the carrier took all reasonable measures to mitigate the impact of earlier flight delay or cancellation.

(C) TARMAC DELAYS

- (1) **Services:** If a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed:
 - (a) TK will provide passengers with the following, free of charge:
 - (i) If the aircraft is equipped with lavatories, access to those lavatories in working order;
 - (ii) Proper ventilation and cooling or heating of the aircraft;
 - (iii) If it is feasible to communicate with people outside of the aircraft, the means to do so; and
 - (iv) Food and drink, in reasonable quantities, taking into account the length of the delay, the time of day and the location of the airport.
 - (b) TK will facilitate access to urgent medical assistance if a passenger requires such urgent medical assistance.
- (2) **Disembarkation:** If a flight is delayed on the tarmac at an airport in Canada, TK will provide an opportunity for passengers to disembark three hours after the aircraft doors have been closed for take-off or three hours after the flight has landed, or at any earlier time if it is feasible. If feasible, passengers with disabilities and their support person, service animal or emotional support animal, if any, will be provided the opportunity to disembark in priority. TK will not provide an opportunity for the passengers to disembark if:
 - (a) It is likely that take-off will occur less than three hours and 45 minutes after the doors of the aircraft are closed for take-off; or
 - (b) TK is able to continue to provide the standard of treatment referred to above after the flight has landed; and
 - (c) Disembarkation is not possible, including for reasons related to safety and security or to air traffic or customs control.

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RULE

SECTION I - GENERAL RULES

- C86** [N] FLIGHT DISRUPTIONS (Continued)
- (D) INFORMATION, TREATMENT AND COMPENSATION IN CASE OF DELAYS, CANCELLATION AND DENIAL OF BOARDING**
- (1) Information:**
- (a) In case of delays, cancellations and denial of boarding, TK will provide, by means of audible announcements and upon request, by means of visible announcements or by using any available communication method that the passengers have indicated that they prefer (including a method compatible with adaptive technologies intended to assist persons with disabilities), the following information to the affected passengers:
 - (i) The reason for the delay, cancellation or denial of boarding;
 - (ii) The compensation to which the passenger may be entitled for the inconvenience, if applicable;
 - (iii) The standard of treatment for passengers, if any; and
 - (iv) The recourse available against TK, including their recourse to the Agency.
 - (b) TK will also provide any new information as soon as feasible.
 - (c) In case of a delay, TK will communicate status updates to passengers every 30 minutes until a new departure time for the flight is set or alternate travel arrangements have been made for the affected passenger.
- (2) Denial of Boarding Procedures (Applicable to situations within the carrier's control, including those required for safety Purposes):**
- (a) Before TK denies boarding for a flight, TK will ask all passengers if they are willing to give up their seat.
 - (b) If TK offers a benefit in exchange for a passenger to willingly give up their seat and a passenger accepts the offer, TK will provide the passenger with a written confirmation of that benefit before the flight departs.
 - (c) TK will not deny boarding to a passenger who is already on board of the aircraft, unless it is required for reasons of safety;
 - (d) If denial of boarding is necessary, TK will give priority for boarding to passengers in the following order:
 - (i) Unaccompanied minors;
 - (ii) Persons with a disability and their support person, service animal, or emotional support animal, if any;
 - (iii) Passengers travelling with family members; and
 - (iv) Passengers who were previously denied boarding on the same ticket.
- (3) Standard of Treatments - Applicable as of December 15, 2019 for delays and cancellations**
- (a) For delays and cancellations within the carrier's control including those required for safety purposes, when the passenger is informed of the delay or cancellation less than 12 hours before the departure time indicated on their original ticket, TK will provide the following treatment free of charge:
 - (i) If the passenger has waited two hours after such departure time: Food and drink in reasonable quantities, taking into account the length of the wait, the time of day and the location of the passenger, as well as access to a means of communications;
 - (ii) If TK expects that the passenger will be required to wait overnight for their original flight or for a flight reserved as part of alternate travel arrangements, as applicable: hotel or other comparable accommodation that is reasonable in relation to the location of the passenger, as well as transportation to the hotel or other accommodation and back to the airport.
 - (b) In case of denial of boarding, TK will provide the passenger, before it boards the flight reserved as part of an alternative travel arrangement, with the following treatment, free of charge:
 - (i) Food and drink in reasonable quantities, taking into account the length of the wait, the time of day and the location of the passenger and access to a means of communications;
 - (ii) If TK expects that the passenger will be required to wait overnight for a flight reserved as part of alternate travel arrangements; hotel or other comparable accommodation that is reasonable in relation to the location of the passenger, as well as transportation to the hotel or other accommodation and back to the airport.
 - (c) TK may limit or refuse to provide a standard of treatment referred to in subsection (a) or (b) above, if providing that treatment would further delay the passenger.
- (E) ALTERNATE TRAVEL ARRANGEMENTS - Applicable as for denials of boarding and as of December 15, 2019 for delays and cancellations:**
- (1) In all cases of flight cancellations and denials of boarding and in case of delays of three hours or more at the passenger's option, TK will provide to the passenger, as soon as feasible:
 - (a) when the flight disruption results from a situation within the carrier's control:
 - (i) a confirmed reservation for the next available flight that is operated by TK, or a carrier with which TK has a commercial agreement, is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 9 hours of the departure time that is indicated on that original ticket,

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RULE

SECTION I - GENERAL RULES

C86 [N] FLIGHT DISRUPTIONS - (Continued)(E) ALTERNATE TRAVEL ARRANGEMENTS - (Continued)

(1) (continued)

(a) (continued)

- (ii) if TK cannot provide a confirmed reservation that complies with subparagraph (i), a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 48 hours of the departure time that is indicated on the original ticket, or
- (iii) if TK cannot provide a confirmed reservation that complies with subparagraphs (i) or (ii), transportation to another airport that is within a reasonable distance of the airport at which the passenger is located and a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from that other airport to the destination that is indicated on the passenger's original ticket.
- (b) When the flight disruption results from a situation outside the carrier's control:
 - (i) a confirmed reservation for the next available flight that is operated by TK, or a carrier with which TK has a commercial agreement, is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 48 hours of the end of the event that caused the delay, cancellation or denial of boarding,
 - (ii) if TK cannot provide a confirmed reservation that complies with subparagraph (i), a confirmed reservation for a flight that is operated by any carrier and is traveling on any reasonable air route from the airport at which the passenger is located, or another airport that is within a reasonable distance of that airport, to the destination that is indicated on the passenger's original ticket, and if the new departure is from an airport other than the one at which the passenger is located, transportation to that other airport;
- (2) In case of a flight disruption within the carrier's control, including those required for safety purposes, when the alternate travel arrangements do not accommodate the passenger's travel needs, TK will:
 - (a) In the case where the passenger is no longer at the point of origin that is indicated on the ticket and the travel no longer serves a purpose because of the delay, cancellation or denial of boarding, refund the ticket and provide the passenger with a confirmed reservation that is for a flight to that point of origin, and accommodates the passenger's travel needs;
 - (b) In any other case, refund the unused portion of the ticket.
- (3) To the extent possible, services comparable to those of the original ticket will be provided during the alternate travel arrangements.
- (4) If the alternate travel arrangements provide for a higher class of service than the original ticket, no additional fee will be requested.
- (5) In case of a flight disruption within the carrier's control, including those required for safety purposes, TK will refund:
 - (a) Any additional services purchases by a passenger in connection with their original ticket if the passenger did not receive those services on the alternate flight or if the passenger paid for those services a second time; and
 - (b) The difference in the cost of the applicable portion of the ticket if the alternate travel arrangements provide for a lower class of service than the original ticket.
- (6) All refunds under this section must be paid by the method used for the original payment and to the person who purchased the ticket or additional service.

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RULE**SECTION I - GENERAL RULES**

C86

[N]FLIGHT DISRUPTIONS - (Continued)

(F) **COMPENSATION** - Applicable for denials of boarding and as of December 15, 2019 for delays and cancellations:

- (1) All compensation provided under this section will be paid in the form of money, unless:
 - (a) The compensation offered in another form has a greater monetary value than the monetary value of the compensation set out below and does not expire;
 - (b) The passengers have been informed in writing of the monetary value of the other form of compensation; and
 - (c) The passengers have confirmed in writing that they have been informed of their right to receive monetary compensation and have chosen the other form of compensation.
- (2) Compensation in accordance with the APPR will not be refused on the grounds that the passenger is also eligible for compensation for the same event under a different passenger rights regime. However, compensation in accordance with the APPR will be refused if the passenger has already received compensation for the same event under a different passenger rights regime.
- (3) Flight delays and compensations:
 - (a) In cases of flight delays or cancellations within the carrier's control (to the exclusion of situations required for safety purposes), if a passenger is informed 14 days or less before the departure time on their original ticket that the arrival of their flight at the destination that is indicated on that original ticket will be delayed, TK will provide the following compensations:
 - (i) \$400, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by three hours or more, but less than six hours;
 - (ii) \$700, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by six hours or more, but less than nine hours; or
 - (iii) \$1000, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by nine hours or more.
 - (b) Compensation will be limited to \$400 when a refund has been made in lieu of alternate travel arrangements.
 - (c) To receive the minimum compensation referred to above, a passenger must file a request for compensation with TK before the first anniversary of the day on which the flight delay or flight cancellation occurred.
 - (d) TK will provide the compensation or an explanation as to why compensation is not payable within 30 days after the day on which it receives the request.
- (4) Denial of Boarding

In cases of denial of boarding within the carrier's control (to the exclusion of situations required for safety purposes), TK will provide the following compensations as soon as it is operationally feasible, but not later than 48 hours after the time of the denial of boarding:

 - (a) \$900, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by less than six hours;
 - (b) \$1,800, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by six hours or more, but less than nine hours; and
 - (c) \$2,400, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by nine hours or more.
 - (d) If the compensation is paid before the arrival of the flight reserved as part of alternate travel arrangements at the destination that is indicated on the passenger's ticket, that compensation is determined based on the flight's expected arrival.
 - (e) If it is not possible to provide the compensation before the boarding time of the flight reserved as part of alternate travel arrangements, TK will provide the passenger with a written confirmation of the amount of the compensation that is owed.
 - (f) If the arrival of the passenger's flight at the destination that is indicated on their original ticket is after the time it was expected to arrive when the compensation was paid or confirmed in writing and the amount that was paid or confirmed no longer reflects the amount due in accordance with the above, TK will adjust the amount of the compensation accordingly.

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RULE**SECTION I - GENERAL RULES****C87****+ [N] DENIED BOARDING COMPENSATION****(A) DEFINITIONS**

For the purpose of this rule, except as otherwise specifically provided herein:

AIRPORT means:

- (1) The airport at which the direct or connecting flight, on which the passenger holds confirmed reserved space, is planned to arrive or;
- (2) Some other airport serving the same metropolitan area, provided that transportation to the other airport is accepted (i.e. used) by the passenger.

ALTERNATE TRANSPORTATION is air transportation (by an airline licensed by the Department of Transportation) or other transportation used by the passenger which, at the time the arrangement is made, is planned to arrive at the passenger's next scheduled stopover (of 4 hours or longer) or if none, at the airport of final destination no later than 4 hours after the passenger's originally scheduled arrival time.

CARRIER means:

- (1) A direct air carrier, except a helicopter operator, holding a certificate issued by the Department of Transportation pursuant to section 401(d)(2), 401(d)(5), or 401(d)(8) of the Act, or an exemption from section 401(a) of the Act, authorizing the transportation of persons, or
- (2) A foreign route air carrier holding a permit issued by the Department of Transportation pursuant to section 402 of the Act, or an exemption from section 402 of the Act, authorizing the scheduled foreign air transportation of persons.

COMPARABLE AIR TRANSPORTATION means transportation provided to passenger at no extra cost by a carrier as defined above.

CONFIRMED RESERVED SPACE means space on a specific date and on a specific flight and class of service of a carrier which has been requested by a passenger and which the carrier or its agent has verified, by appropriate notation on the ticket or in any other manner provided therefore by the carrier as being reserved for the accommodation of the passenger.

STOPOVER means a deliberate interruption of a journey by the passenger, scheduled to exceed four hours, at a point between the place of departure and the place of final destination.

THE SUM OF THE VALUES OF THE REMAINING FLIGHT COUPONS means the sum of the applicable one way fares including any surcharges and air transportation taxes, less any applicable discounts.

VOLUNTEER means a person who responds to carrier's request for volunteers and who willingly accepts carrier's offer of compensation, in any amount, in exchange for relinquishing his confirmed reserved space. Any other passenger denied boarding is considered, for the purposes of this rule, to have been denied boarding involuntarily, even if he accepts denied boarding compensation.

(B) COMPENSATION**(1) Conditions For Payment Of Compensation**

Subject to the exceptions in this subparagraph, carrier will tender to the passenger the amount of compensation specified in paragraph (2) when:

- (a) Passenger holding a ticket for confirmed reserved space presents himself/herself for carriage at the appropriate time and place, having complied fully with carrier's requirements as to ticketing, check-in (See Rule 65 (TICKETS)) and reconfirmation procedures and being acceptable for transportation under carrier's tariff; and
- (b) The flight for which the passenger holds confirmed reserved space is unable to accommodate the passenger and departs without him/her.

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For unexplained abbreviations, reference marks and symbols see IPGT-1, C.A.B. NO. 581, NTA(A) NO. 373.

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RULE**SECTION I - GENERAL RULES**

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DENIED BOARDING COMPENSATION (Continued)**(B) COMPENSATION (Continued)****(1) Conditions For Payment Of Compensation (Continued)****(b) (Continued)**

EXCEPTION: The passenger will not be eligible for compensation if:

- (i) The flight upon which the passenger holds confirmed reserved space is unable to accommodate him/her because of substitution of equipment of lesser capacity when required by operational and/or safety reasons; or
- (ii) If the carrier arranges comparable air transportation accepted by the passenger which at the time such arrangement is made, is planned to arrive at the airport of the passenger's next stopover, or if none the airport of the passenger's destination not later than one hour after the time the direct connecting flight on which the confirmed space is held, provided the carrier is under no obligation to make such arrangement but may elect to do so.
- (iii) Passengers must be in possession of their boarding pass and have presented themselves at the check-in desk no later than the pre-announced check-in time which is by default 90 minutes prior to the scheduled departure time (when using the quick check-in machines they must have completed the automated check-in process by this time) to be able to board.

(2) Amount of Compensation Payable

(a) Subject to the provisions of paragraph (1) above, carrier will tender the following liquidated damages:

- (i) Passengers holding a reservation for an economy class seat, or the like: longhaul flights (over 4000 KM): USD 250/CAD 288 (by way of a credit voucher only, or USD 125/CAD 144 otherwise), where the delay is 6 hours or less, and USD 500/CAD 575 (by way of a credit voucher only, or USD 250/CAD 288 otherwise), where the delay is over 6 hours; shorthaul flight (under 4000 KM): USD 125/CAD 144 (by way of a credit voucher only, or USD 75/CAD 86 otherwise), where the delay is 6 hours or less, and USD 250/CAD 288 (by way of a credit voucher only, or USD 125/CAD 144 otherwise), where the delay is over 6 hours;
- (ii) Passengers holding a reservation for a business class seat longhaul flights (over 4000 KM): USD 500/CAD 575 where the delay is less than 6 hours, and USD 1000/CAD 1150 otherwise; shorthaul flights (under 4000 KM): USD 300/CAD 345, where the delay is less than 6 hours, and USD 500/CAD 575 otherwise;

(3) Boarding Priority

- (a) Passengers holding a confirmed reservation will always be boarded before any passenger not holding a confirmed reservation or not entitled to a firm reservation.
- (b) Passengers holding a confirmed reservation who have fully paid a fare (including special fares, excursion fares, discounted fares-such as for children) [X] will be boarded in the sequence in which they have presented themselves, properly documented for the flight and at the appropriate time and place, for check-in.

EXCEPTION: The following passengers cannot be left behind:

- (i) TK crew members traveling with confirmed reservations.
- (ii) TK employees on duty traveling with confirmed reservations.
- (iii) Unaccompanied children (under 12 years of age).
- (iv) Sick and disabled passengers.
- (v) Heads of States and other leading statesmen, official government delegations, diplomatic couriers
- (vi) Persons who have been refused
- (vii) Access to the country they were trying to enter, including Canada and the U.S., or who are being removed from the country and whom the carrier is required to carry under immigration or other governmental, administrative, judicial or quasi judicial decision, order, directive, rule or regulation
- (viii) Hardship cases, as determined by the manager on duty

(4) Passenger's Options

Acceptance of the compensation relieves the carrier from any further liability to the passenger caused by its failure to honor the confirmed reservations. However, the passenger may decline the payment and seek to recover damages in a court of law or in some other manner.

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RULE

SECTION I - GENERAL RULES

90

REFUNDS(A) GENERAL

(1) In case of refund, whether due to failure of carrier to provide the accommodation called for by the ticket, or to voluntary change of arrangements by the passenger, the conditions and amount of refund will be governed by carrier's tariffs.

(2) Except as otherwise provided in paragraph (F) of this rule [N]and in Rule 86 Flight Disruptions to/from Canada, refund by carrier for an unused ticket or portion thereof or Miscellaneous Charges Order will be made to the person named as the passenger in such ticket or Miscellaneous Charges Order unless at the time of purchase the purchaser designates on the ticket or Miscellaneous Charges Order another person to whom refund shall be made in which event refund will be made to persons so designated, and only upon delivery of the passenger coupon and all unused flight coupons of the ticket of Miscellaneous Charges Order. A refund made in accordance with this procedure to a person representing him as the person named or designated in the ticket or Miscellaneous Charges Order will be considered a valid refund and carrier will not be liable to the true passenger for another refund.

EXCEPTION 1: Refund in accordance with paragraph (E) below of tickets for transportation which have been issued against a credit card will be made only to the credit card account of the person to whom such credit card has been issued.

EXCEPTION 2: Refund of a ticket which has been issued pursuant to a Prepaid Ticket Advice (PTA) will be made to the person who paid carrier for the ticket.

(3) Carrier will refuse to refund on a ticket which as 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.

(B) CURRENCY

All refunds will be subject to government laws, rules, regulations, or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made. Refund will be made subject to the following provisions:

(1) Voluntary refunds of tickets, Miscellaneous Charges Orders or deposit receipts purchased in currency other than U.S. dollars shall be made in currency used for such purpose, and in the country where such purchase was made. However, if the government laws, rules, regulations or orders of the country in which the ticket was originally purchased permit refunds outside that country, then such refund can be made outside that country.

(2) Voluntary refunds of tickets, Miscellaneous Charges Orders or deposit receipts purchased in U.S. dollars may be made in U.S. dollars or local currency in any country provided such refund is not prohibited by local governmental exchange control regulations point of refund.

(C) SPECIAL HANDLING BY CARRIER

Carrier will make all or any individual refunds through its general accounting offices or regional sales or accounting offices and will require prior written applications for refunds to be prepared by passenger on special forms furnished by carrier.

(D) INVOLUNTARY REFUNDS

See also Rule 80 (REVISED ROUTINGS, FAILURE TO CARRY AND MISSED CONNECTIONS), [N]Rule 86 (FLIGHT DISRUPTIONS TO/FROM CANADA) and Rule 87 (DENIED BOARDING COMPENSATION) For the purpose of this paragraph, the term "Involuntary Refund" shall mean any refund to a passenger who is prevented from using the carriage provided for in his ticket because of cancellation of flight, inability of carrier to provide previously confirmed space, substitution of a different type of equipment or different class of service by carrier, missed connections, postponement or delay of flight, omission of a scheduled stop, or removal or refusal to carry under conditions prescribed in Rule 25 (REFUSAL TO TRANSPORT- LIMITATIONS OF CARRIER). Involuntary refunds will be computed as follows:

(1) When no portion of the trip has been made, the amount of refund will be equal to the fare paid.

(2) When a portion of the trip has been made, the amount of refund will be:

(a) Either an amount equal to the one-way fare less the same rate of discount, if any, that was applied in computing the original one-way fare (or on round or circle trip tickets, one-half of the round trip fare) and charges applicable to the unused transportation from the point of termination to the destination or stopover point named on the ticket or to the point at which transportation is to be resumed, via:

(i) The routing specified on the ticket, if the point of termination was on such routing; or

(ii) The routing of any carrier operating between such points, if the point of termination was not on the routing specified on the ticket; in such case the amount of refund will be based on the lowest fare applicable between such points; or

(b) The difference between the fare paid and the fare for the transportation used, whichever is higher.

EXCEPTION: When a passenger holding a ticket for carriage for a higher class of service between an origin and a destination is required by carrier to use a lower class of service for any portion of such carriage, the amount of refund will be as follows:

(1) For One-Way Tickets: The difference between the fare for the higher class of service and the fare for the lower class of service between the points where the lower class service is used;

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RULE	SECTION I - GENERAL RULES
90	<p>REFUNDS</p> <p>(D) INVOLUNTARY REFUNDS (Continued)</p> <p>(2) (Continued)</p> <p>(b) (Continued)</p> <p>EXCEPTION: (Continued)</p> <p>(2) For Round Trip, Circle Trip or Open-Jaw Tickets: The difference between 50 percent of the round trip fare for the higher class of service and 50 percent of the round trip fare for the lower class of service between the points where the lower class of service is used. FOR THE PURPOSE OF THIS EXCEPTION FARES ARE PUBLISHED IN THE FOLLOWING DESCENDING ORDER OF CLASSES OF SERVICE:</p> <p>(a) First Class fares;</p> <p>(b) Economy Class, Tourist Class or Coach Class fares applicable on jet aircraft;</p> <p>(c) Thrift Class or deep discount class fares.</p> <p>(E) VOLUNTARY REFUNDS</p> <p>For the purpose of this paragraph, the term "Voluntary Refund" shall mean any refund of a ticket or portion thereof (if the conditions applicable to the ticket allow for such refund) other than an involuntary refund, as described in paragraph (D) of this rule. Voluntary refunds shall be computed as follows:</p> <p>(1) If no portion of the ticket has been used, refund will be the full amount of the fare paid, less any applicable service charge and communication expenses, (See Rule Nos. 60 (RESERVATIONS) and 65 (TICKETS)); or</p> <p>(2) If a portion of a ticket has been used, refund will be made in an amount equal to the difference, if any, between the fare paid and the applicable fare between the points between which the ticket has been used, less any applicable service charge and communication expenses. (See Rule Nos. 60 (RESERVATIONS) and 65 (TICKETS)).</p> <p>(3) A penalty for voluntary cancellation shall not apply and the total amount paid shall be refunded if such cancellation is made after an increase in the fare is made applicable between the time of the initial payment and the date of travel.</p> <p>(F) LOST TICKET</p> <p>The following provisions will govern refund of a lost ticket or unused portion thereof:</p> <p>(1) When a lost ticket or portion thereof is not found, refund as stipulated will be made upon receipt of proof of loss satisfactory to carrier and after receipt of written request for refund from the passenger. Refund will only be made provided that the lost ticket or portion thereof has not been honored for transportation, or refunded, upon surrender by any person prior to the time the refund is made and further provided that the passenger agrees to indemnify and hold carrier harmless against any and all loss, damage, claim or expense, including without limitation, reasonable attorney fees, which carrier may suffer or incur by reason of the making of such refund and/or the subsequent presentation of said ticket(s) for transportation or refund of any other use whatsoever.</p> <p>EXCEPTION: Carrier will not refund lost tickets less than six months after the date passenger makes written application to the carrier.</p> <p>(2) The foregoing provisions shall also apply to lost Miscellaneous Charges Order, deposit receipts and excess baggage tickets.</p> <p>(3) (Applicable only in the U.S.A./Canada, service charge as indicated below will be imposed per passenger/document for handling such request for refund or replacement of a lost ticket stated in USD (or the equivalent CAD):</p> <p>EXCEPTION: All countries except USA/Canada: EUR 42.00 (equivalent local currency) Domestic tickets issued in Turkey: EUR 12.00 (equivalent currency TRY).</p> <p>_____ LOST TICKET</p> <p>_____ USD/CAD</p> <p>_____ 100/115</p> <p>C [N](G) TICKET VALIDITY/REFUND VALIDITY</p> <p>Unless otherwise specifically provided in the fare note, the period of validity for totally unused tickets will be one year from the date of original ticket issue. And for the partly used tickets will be one year from the date of commencement of travel.</p>
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RULE	SECTION I - GENERAL RULES
C105	<p>+ [N] ACCEPTANCE OF PETS AND ANIMALS</p> <p>(A) GENERAL CONDITIONS OF ACCEPTANCE</p> <p>(1) Pets, limited to dogs and cats, when properly crated and accompanied by valid health and rabies vaccination certificate, entry permits and other documents required by countries of entry or transit will be accepted for carriage subject to the requirements as shown below.</p> <p>(2) Pets will be accepted as baggage only when accompanied by a passenger traveling on the same aircraft.</p> <p>+ [C] (3) Arrangements must be made 24 hours in advance.</p> <p>(4) The passenger must make all arrangements and assume full responsibility for complying with any applicable laws. Customs, and/or other government regulations, requirements or restrictions of the country, state or territory to which the animal is being transported.</p> <p>(5) The passenger must assume all financial obligations involved in transporting the animal, including but not limited to the cost of obtaining vaccinations, health certificates, quarantine charges, etc.</p> <p>(6) Acceptance is subject to the availability of space at departure time.</p> <p>(7) The animal will be transported in either the cargo compartment or in the passenger cabin of the aircraft.</p> <p>(8) The animal must be harmless, inoffensive odorless, and require no attention during transit.</p> <p>(9) Environmental conditions must pose no hazard to the safety or comfort of the animal.</p> <p>(10) Animals will not be accepted as checked baggage for interline carriage.</p> <p>(B) CONTAINERS</p> <p>(1) The animal must be confined in a cage or container subject to inspection and approval by TK prior to acceptance.</p> <p>(2) The passenger is responsible for insuring that the container meets all governmental requirements for the safe and humane transportation of the animal being transported.</p> <p>(3) The container cannot exceed 21 inches in length, 13 inches in width and during take off and landing must collapse to a maximum of 9 inches of height if transported in the passenger cabin.</p> <p>(4) The maximum outside linear dimensions of the container checked as baggage may not exceed 97 inches.</p> <p>(5) only one container is permitted in passenger cabin per passenger.</p> <p>(C) PETS IN THE PASSENGER CABIN</p> <p>(1) Maximum number of animals Carriage of pets in the passenger compartment is limited to one per section of the cabin.</p> <p>(2) Container and Animal Storage The container must be stored under the seat directly in front of the passenger. The animal will not be carried in the first (bulkhead) row or adjacent to an emergency exit. The animal must remain in the container while in the boarding area, during boarding or deplaning and at all time while on board the aircraft.</p> <p>(3) Provision of carriage In the event the animal becomes offensive or causes a disturbance during transit, the animal may be removed at the captain's discretion, at the first enroute stop and placed in the cargo compartment for continuing transportation.</p> <p>(4) Animals will not be permitted to travel with unaccompanied minors.</p> <p>(5) Acceptance of animals as carry-on will be in lieu of one (1) piece of carry-on baggage and subject to charges in (D) below.</p> <p>(D) CHARGES (Except for certified service animals trained to assist the disable) the animal and it's container will not be included in determining the free baggage allowance and will always be subject to a charge as follows:</p> <p>(1) An animal traveling in the passenger cabin (based on one way travel): EUR 20.00/USD 25.00/CAD 34.00</p> <p>(2) An animal traveling in cargo compartment (based on one way travel): EUR 60.00/USD 80.00/CAD 100.00</p>

For unexplained abbreviations, reference marks and symbols see IPGT-1, C.A.B. NO. 581, NTA(A) NO. 373.

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RULE	SECTION I - GENERAL RULES
C115	<p>+ [N] BAGGAGE</p> <p>(A) CHECKED BAGGAGE (1) Nothing contained in this tariff shall entitle a passenger to have his baggage checked on a journey for which carrier does not offer facilities for checking of baggage. (2) Upon delivery to carrier of the baggage to be checked, carrier will insert in the ticket the number of pieces and weight of the checked baggage (which act shall constitute the issuance of the baggage check); in addition Carrier will issue for identification purposes only, a baggage (claim) tag for each piece of baggage so delivered and covered by the baggage check. All checked baggage must be properly packed in suitcases or similar containers in order to ensure safe carriage with ordinary care in handling. Fragile or perishable articles, money, jewelry, silverware, negotiable documents or papers, securities or other valuables will not be accepted as checked baggage.</p> <p>(B) MOVEMENT OF BAGGAGE Checked baggage will be carried in the same aircraft as the passenger unless such carriage is deemed impractical by Carrier in which event carrier will move the baggage in the next preceding or subsequent flight on which space is available. EXCEPTION: (Applicable for travel originating/tickets sold and issued in the U.S.A./Canada only.) TK will compensate the passenger if the baggage does not arrive at the passenger's final destination in accordance with the limitations set out under Rule 55 (LIABILITY OF CARRIERS). In the case of connecting flights, the minimum connecting times must be adhered to when bookings are made. Claims for refund must be made in writing within 60 days of occurrence and must include the property irregularity report filed at the place of occurrence.</p> <p>(C) INSPECTION BY CARRIER Carrier has the right, but not the obligation to verify in the presence of the passenger the contents of his baggage, and, in the case of unaccompanied baggage, to open and examine such baggage whether or not the passenger is present. The existence or exercise of such right shall not be construed as an agreement, expressed or implied, by carrier to carry such contents as would otherwise be precluded from carriage.</p> <p>(D) DANGEROUS, DAMAGEABLE OR UNSUITABLE BAGGAGE Passenger must not include in his/her baggage articles which are likely to endanger the aircraft, persons or property, which are likely to be damaged by air carriage or which are unsuitably packed, or the carriage of which is forbidden by any applicable laws, regulations or orders of any state to be flown from, into, or over. If the weight, size or character of baggage renders it unsuitable for carriage on the aircraft, carrier, prior to or at any stage of the journey, will refuse to carry the baggage. The following articles will be carried as baggage only with the prior consent of an arrangement with carrier, in accordance with carrier's regulations: (1) FIREARMS (a) Firearms will be accepted only when unloaded and suitably packed and when checked for carriage in the baggage or other compartment of the aircraft not accessible to the passenger. (b) At the time of check-in, firearm(s) will be surrendered and the passenger will be required to make a written or verbal declaration that the firearm(s) as surrendered is safe for transportation. (c) When firearms used for sport purposes are carried on the aircraft, entry permits shall be in the possession of the passenger for the country or countries of transit and destination. EXCEPTION: An authorized person performing a duty on board an aircraft, such as a law enforcement officer or diplomatic courier, may be permitted to retain custody of his firearm and ammunition upon duly identifying himself at the time of check-in. (2) EXPLOSIVES Munitions, corrosives and articles which are easily ignited. Small arms ammunitions shall be accepted only for carriage in the baggage/cargo compartments of the aircraft and only with prior approval of the carrier as follows: (a) Small arms ammunition for sporting purposes in quantities not exceeding 5 kilograms (11 lbs.) gross weight per passenger, securely packaged for personal use, excluding those with explosive or incendiary projectiles. (b) Small arms ammunition for sporting purposes, excluding those with explosive or incendiary projectiles, in quantities exceeding 5 kilograms (11 lbs.) gross weight but not exceeding 55 lbs. (25 kgs.) gross weight per passenger for personal use. When such ammunition is carried, a written declaration shall be made by the passenger confirming that the ammunition is packed in a strong outside container made of wood, metal or fiberboard, and that the ammunition inside the container is protected against shock and secured against movement. The declaration shall also confirm that the passenger is not carrying more than a total of 55 lbs. (25 kgs.) gross weight.</p>

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RULE	SECTION I - GENERAL RULES
115	<p>BAGGAGE (Continued)</p> <p>(D) DANGEROUS DAMAGEABLE OR UNSUITABLE BAGGAGE (Continued)</p> <p>(3) LIQUIDS</p> <p>(4) LIVE ANIMALS including birds and reptiles, other than pets, dogs trained to lead the blind and dogs trained to assist the deaf.</p> <p>(5) PHOTOFLASH BULBS When appropriately marked and contained in the original package of the manufacturer.</p> <p>(6) COMPRESSED GASES Flammable, non-flammable and poisonous; corrosives such as acids and wet batteries; flammable liquids and solids (Such as matches, lighter fuels, rubbing alcohol); oxidizing materials; poisons; radioactive materials; and other restricted articles (such as offensive or irritating materials).</p> <p>(E) FREE BAGGAGE ALLOWANCE FOR PASSENGERS OTHER THAN CHILDREN</p> <p>(1) FIRST CLASS SERVICE The free baggage allowance, including checked and unchecked baggage of each passenger paying the adult First Class fare, except as otherwise provided, will be 40 kilograms (88 pounds).</p> <p>C (C) EXCEPTION: For travel between United States/Caribbean/Mexico/Canada and Europe the free baggage allowance for checked baggage is as follows: 2 pieces of checked baggage of which the total of the 3 dimensions does not exceed 158 cm (62 inches) provided that weight does not exceed 32 kgs (70 lbs.) and 1 piece of unchecked baggage of which the total of the 3 dimensions does not exceed 118 cm provided that the weight of each piece does not exceed 8 kgs (17 lbs.).</p> <p>(2) BUSINESS CLASS SERVICE The free baggage allowance, including checked and unchecked baggage of each passenger paying the adult Business Class fare, except as otherwise provided, will be 30 kilograms (66 pounds).</p> <p>C (C) EXCEPTION: For travel between United States/Caribbean/Mexico/Canada and Europe the free baggage allowance for checked baggage is as follows: 2 pieces of checked baggage of which the total of the 3 dimensions does not exceed 158 cm (62 inches) provided that weight does not exceed 32 kgs (70 lbs.) and 1 piece of unchecked baggage of which the total of the 3 dimensions does not exceed 118 cm provided that the weight of each piece does not exceed 8 kgs (17 lbs.).</p> <p>(3) TOURIST/COACH/ECONOMY CLASS SERVICE</p> <p>C (a) The free baggage allowance, including checked and unchecked baggage, of each passenger paying the adult Tourist/Coach/Economy or Thrift Class fare, except as otherwise provided below, will be 20 kilograms (44 pounds).</p> <p>(C) EXCEPTION: For travel between United States/Caribbean/Mexico/Canada and Europe the free baggage allowance for checked baggage is as follows: 2 pieces of checked baggage of which the total of the 3 dimensions of each does not exceed 158 CM (62 inches) and the weight of each piece does not exceed 23 kgs. (50 lbs.) and 1 piece of unchecked baggage of which the total of the 3 dimensions does not exceed 118 cm provided that weight does not exceed 8 kgs (17 lbs.).</p> <p>(b) The following irrespective of their actual dimensions may be considered as a piece of baggage at 135 CM (53 inches)</p> <p>(1) One sleeping bag or bedroll.</p> <p>(2) One rucksack, knapsack, back pack.</p> <p>(3) One pair of snow skis with one pair of ski poles and one pair of ski boots.</p> <p>(4) One golf bag containing golf clubs and one pair of golf shoes.</p> <p>(5) One duffle-type bag or a B-4 type bag.</p> <p>(6) One suitably packed bicycle (single seat Touring or racing bicycle, non-motorized provided that handlebars are fixed sideways and the pedals are removed.</p> <p>(7) One pair of standard water skis or one pair slalom water skis.</p> <p>(8) Suitably packed fishing equipment consisting of not more than two rods, one reel, one landing net, one pair of fishing boots and one fishing tackle box.</p> <p>(9) [X]</p> <p>(4) COMBINED SERVICES</p> <p>(a) For through journeys where the passenger travels partly on First Class service, and partly on Business/Economy Class service the free baggage allowance for each portion of the trip shall be that applicable to the class of service for which the fare is paid.</p> <p>(b) When a passenger who has paid the First Class fare travels on Business/Economy Class service, the free baggage allowance will be that applicable to the First Class service.</p> <p>(5) HAND CARRIED BAGGAGE In addition to the free baggage allowances provided herein, each passenger may carry, without additional charges, the following articles of baggage only when retained in the passenger's custody, except that items listed in (G) and (H) may be carried in the passenger or cargo compartment of the aircraft.</p> <p>(a) A handbag, pocketbook or purse which is appropriate to normal traveling dress and which is not being used as a container for the transportation of articles regarded as baggage;</p> <p>(b) An overcoat, wrap or blanket;</p>
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115	<p>BAGGAGE (Continued)</p> <p>(E) FREE BAGGAGE ALLOWANCE FOR PASSENGERS OTHER THAN CHILDREN (Continued)</p> <p>(5) HAND CARRIED BAGGAGE (Continued)</p> <p>(c) An umbrella or walking stick;</p> <p>(d) A small camera and a pair of binoculars;</p> <p>(e) A reasonable amount of reading matter for the flight;</p> <p>(f) Infant's food for consumption in flight;</p> <p>(g) Infant's carrying basket or bassinet.</p> <p>(h) A fully collapsible invalid's wheel chair and/or a pair of crutches, and/or braces or other prosthetic device for the passenger's use; provided that the passenger is dependent upon them.</p> <p>(i) Any other articles, including overnight bags, brief cases, typewriter, personal radios, vanity or cosmetic cases, hat boxes, large cameras and reading matter which cannot reasonably be read during the flight will not be carried free unless they are included in the free baggage allowance.</p> <p>(6) ACCOMPANIED PETS Accompanied pets, when accepted, including the containers carried, will not be included in the free baggage allowance of the passenger, and the passenger will be assessed the applicable excess baggage weight charge for a single piece.</p> <p>(7) BICYCLES The weight of bicycles will not be included in the free baggage allowance of the passenger and will be assessed the applicable excess baggage weight charge.</p> <p>(8) MUSICAL INSTRUMENTS TK will accept to carry musical instruments as checked or cabin baggage unless accepting such musical instruments is contrary to the terms and conditions of this tariff with respect to weight or dimension of baggage or safety. Except as otherwise provided herein, carriage of musical instruments is included in the free baggage allowance. If the number, weight and/or size of the musical instruments is greater than the free baggage allowance limit for the passenger's class of service, an excess baggage fee will be applicable. Small instruments, the total dimensions of which do not exceed 118 cm (width plus length plus height) can be transported as unchecked baggage free of charge. The instrument's width, length and depth (including case) should not exceed 140x42x25cm and weight should not be more than 75kg. Cellos will be accepted in the cabin if seat is purchased and a reservation is made at least 48 hours before the flight. Larger instruments (like contrabasses) will be accepted as checked baggage provided that they do not exceed the number, weight and/or size of checked baggage applicable to the passenger's class of service and that they are delivered in a durable hard case. If musical instruments cannot be carried in the cabin because a flight will occur on a different aircraft than expected and stowage space is insufficient in the cabin, such musical instruments will be carried as checked baggage, free of charge.</p> <p>(9) FREE BAGGAGE ALLOWANCE FOR INVOLUNTARILY REROUTED PASSENGERS Involuntarily rerouted passengers will receive the free baggage allowance applicable to the class of service for which tickets were originally issued, regardless of whether such passengers are subsequently transferred to a different class of service.</p>

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RULE	SECTION I - GENERAL RULES
115	<p>BAGGAGE (Continued)</p> <p>(F) FREE BAGGAGE ALLOWANCE FOR CHILDREN</p> <p>(1) Children carried without charge will be granted no free baggage allowance.</p> <p>(2) Children for whom the fare is 50 percent or more of the normal adult fare will be granted free baggage allowance on the same basis as a passenger paying the adult fare and subject to the same exceptions as set forth in Paragraph (E) above.</p> <p>(3) Children paying 10 percent of the normal adult fare will be allowed one piece of checked baggage of which the sum of the three dimensions does not exceed 115 cm (45 inches) [N](Maximum height for strollers) provided that weight does not exceed 23 Kgs (50 lb) and 1 piece of unchecked baggage of which maximum dimensions are 118 cm. (total of length, height and width) provided that weight does not exceed 8 Kgs (17 lbs).</p> <p>(G) COMBINATION OF FREE BAGGAGE ALLOWANCES Where two or more passengers traveling as one party to a common destination or point of stopover by the same flight, present themselves and their baggage for traveling at the same time and place, they shall be permitted a total free baggage allowance equal to the combination of their individual free baggage allowances.</p> <p>(H) EXCESS WEIGHT CHARGES</p> <p>(1) The following definitions apply to this paragraph:</p> <p>Connection Stopover: Where the waiting period for a connecting flight on a journey with more than one flight is 24 hours or more</p> <p>Region 1: Any of the following departure/destination location: Aleppo, Athens, Batumi, Bucharest, Chisinau, Constanta, Donetsk, Ganja, Nakhichevan, Odessa, Pristina, Sarajevo, Simferopol, Skopje, Sofia, Thessaloniki, Tirana and Varna.</p> <p>[C]Region 2: Any of the following departure/destination location: Alexandria, Almaty, Amman, Aqaba, Ashgabat, Astana, Astrakhan, Bari, Beirut, Belgrade, Bishkek, Bologna, Budapest, Cairo, Catania, Chorden, Damascus, Dnipropetrovsk, Dushanbe, Graz, Hurghada, Ivano-Frankivsk, Kabul, Kharkiv, Kherson, Kiev, Kosice, Krasnodar, Ljubljana, Luxor, Lviv, Malta, Mazar-I-Sharif, Minsk, Naples, Osh, Pisa, Podgorica, Rome, Rostov-on-Don, Salzburg, Samarkand, Sham El Sheikh, Sochi, Starropol, Tabriz, tashkent, Tbilisi, Tel Aviv, Venice, Vienna, Warsaw, Zagreb and Zaporizhia.</p> <p>[C]Region 3: Any of the following departure/destination location: Algeria, Amsterdam, Baghdad, Baku, Basel, Basra, Batina, Benghazi, Berlin, Bremen, Brussels, Cologne, Constantine, Dusseldorf, Erbil, Frankfurt, Friedrichshafen, Geneva, Genoa, Germany, Hamburg, Hannover, Karlsruhe, Leipzig, Luxembourg, Lyon, Marseille, Milan, Misurata, Moscow, Mosul, Munich, Munster, Najaf, Necef, Nice, Nuremburg, Prague, Riga, Rotterdam, Sebha, Stuttgart, Suleymaniyah, Tallinn, Tilimsan, Torino, Tripoli, Tunisia, Ulaanbaatar, Vilnius and Zurich.</p> <p>[C]Region 4: Any of the following departure/destination location: Aalborg, Abu Dhabi, Aden, Ahvaz, Al Qassim, Bahrain, Barcelona, Bilbao, Billund, Birmingham, Bordeaux, Chargahana, Copenhagen, Dammam, Doha, Dubai, Dublin, Edinburgh, Gothenburg, Helsinki, Isfahan, Jeddah, Kazan, Kermanshah, Kuwait, London, Madrid, Malaga, Manchester, Mashhad, Medina, Novosibirsk, Oslo, Paris, Riyadh, Rovaniemi, Sana'a, Santiago De Compostela, Shiraz, St Peterburg, Stockholm, Taif, Tehran, Toulouse, Ufa, Valencia, Voronezh, Yanbu and Yekaterinburg.</p>
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115 BAGGAGE (Continued)(H) EXCESS WEIGHT CHARGES (Continued)

(1) (Continued)

- C [C]Region 5: Any of the following departure/destination location: Addis Ababa, Bangkok, Beijing, Cape Town, Casablanca, Colombo, Dar es Salaam, Denpasar-Bali, Dhaka, Djibouti, Durban, Entebbe, Guanzhou, Hanoi, Ho Chi Minh City, Hong Kong, Islamabad, Jarkata, Johannesburg, Karachi, Katemandu, Kigali, Kilimanjaro, Kuala Lumpur, Lahore, Lisbon, Male, Manila, Maputo, Marrakech, Mogadishu, Mombasa, Mumbai, Muscat, Nairobi, New Delhi, Phuket, Porto, Seoul, Shanghai, Singapore, Taipei and Zanzibar.
- C [C]Piece Region 1: Any of the following departure/destination location: Abuja, Antananarivo, Atlanta, Caracas, Freetown, Khartum, Havana, Mahe Island, Mauritius, Osaka, Tokyo, Niamey, Abidjan, Accra, Bamako, Houston, Boston, Bogota, Ouagadougou, Kinshasa, Cotonou, Dakar, Douala, Miami, Buenos Aires, Toronto, Yaounde, Lagos, New York, Washington, Libreville, Los Angeles, Nouakchott, Montreal, Luanda, Chicago, San Francisco, Sao Paulo, Asmara, Banjul, Kano, Mexico City, Pointe Nire, Port Harcourt and Port Sudan.
- C [C]Interline: Any locations of the following departure/destination countries that are not listed in another region: Angola, Argentina, Benin, Burkina Faso, Cameroon, Canada, Chad, Columbia, Cuba, Democratic Republic of Congo, Gabon, Ghana, Guinea, Ivory Coast, Japan, Madagascar, Mali, Mauretania, Mauritius, Niger, Nigeria, Panama, Senegal, Sierra Leone, South America, Sudan, the Seychelles, United States Of America, Venezuela, Comoros and all interline destinations.
- (2) Baggage in excess of that provided for in paragraph (E) and (F) above will be accepted only upon payment of the charges listed below and if:
 (a) The sum of the three dimensions does not exceed 80 inches (203 cm).
 (b) The weight does not exceed 32 Kgs. (70 pounds).
- (3) Excess weight charges:
 (a) For travel to/from United States/Canada in Tourist/Coach/Economy Class, the excess weight charge will be USD 80/CAD 110 per piece of baggage weighing between 23 kg (50 pounds) and 32 kg (70 pounds) and it is applicable to each baggage included in the free baggage allowance and to each additional piece of baggage.
- C [N](b) For travel to/from U.S./Canada in First class and Business Class, the excess weight charge will be USD 80/(CAD 110) per each piece of baggage carried in addition to the free baggage allowance.
- C [C](4) Additional piece charges (no connection stopover):
 (a) TK flights: Excess baggage charges per piece of luggage for TK flights direct to/from the US and Canada are as follows:

Countries and Regions	1 and 2 piece excess baggage fee	3 plus excess piece baggage fee
Currency	USD/(CAD)	USD/(CAD)
Turkey	160/(215)	185/(249)
Region 1	190/(256)	230/(310)
Region 2	195/(263)	235/(316)
Region 3	200/(269)	240/(323)
Region 4	220/(296)	265/(357)
Region 5	250/(337)	300/(404)
Piece Region 1	290/(391)	350/(471)
Interline	340 (458)	400 (539)

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RULE

SECTION I - GENERAL RULES

115 **BAGGAGE** (Continued)(H) **EXCESS WEIGHT CHARGES** (Continued)

- C [C](4) (Continued)
 (b) Codeshare flights: For flights where TK is the most significant carrier and for codeshare flights departing to/from the US or Canada, excess baggage charges per piece of baggage are as follows:

Countries and Regions	1 and 2 piece excess baggage fee	3 plus excess piece baggage fee
Currency	USD/(CAD)	USD/(CAD)
Turkey	205/(276)	235/(316)
Region 1	240/(323)	280/(377)
Region 2	245/(330)	285/(384)
Region 3	250/(337)	290/(391)
Region 4	270/(364)	315/(424)
Region 5	320/(431)	350/(471)
Piece Region 1	340/(458)	400/(539)
Interline	390 (525)	450 (606)

- C [C](5) Additional piece charge (with connection stopover):
 (a) For TK flights departing from/to the US or Canada with a connection stopover in Turkey, the charge for each additional piece of baggage, for all class of passenger is calculated by adding (I) the charge applicable between the US or Canada and Turkey (which is 160USD/215 CAD) to (II) the charge applicable between Turkey and the region of departure/destination of the connecting flight in the table below:
 (b) For flights where TK is the most significant carrier and for codeshare flights departing to/from the US or Canada with a connection stopover in Turkey, the charge for each additional piece of baggage, for all class of passenger, is calculated by adding (I) the charge applicable between the US or Canada and Turkey (which is 205 USD/276 CAD) to (II) the charge applicable between Turkey and the region of departure/destination of the connecting flight in the above table.

TR	Region 1	Region 2	Region 3	Region 4	Region 5	Piece Reg-1	Inter-line
TR 10 USD 40 USD 45 USD 50 USD 55 USD 65 USD 130US 180 USD							
25 CAD 60 CAD 70 CAD 75 CAD 80 CAD 95 CAD 175CA 240 CAD							

- (6) Collection of excess weight and/or additional piece charges: Excess weight and/or additional piece charges will be payable, at the passenger's option, either at the point of origin for the entire journey to final destination, or at the point of origin to the point of connection stopover, in which event, when carriage is resumed, charges will be payable from the point of connection stopover to the next point of connection stopover or 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 connection stopover point as the case may be.
 (7) Excess weight and/or additional piece charges or reroutings or cancellations: When a passenger is rerouted or his 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 and/or additional piece charges.
 (I) **COLLECTION OF EXCESS VALUE CHARGES**
 Except as otherwise provided in carrier's regulations, excess value charges will be payable at the point of origin for the entire journey to final destination; provided that, if at a stopover en route, a passenger declares a higher excess value than that originally declared additional value from the stopover at which the higher excess value was declared to final destination will be payable.
EXCEPTION: Excess value charges 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.

(Continued on next page)

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RULE	SECTION I - GENERAL RULES
C115	<p>+IN]BAGGAGE (Continued)</p> <p>(J) <u>PAYMENT OF CHARGES</u> Carrier will not be obligated to carry baggage until the passenger has paid all applicable charges or has complied with credit arrangements established by carrier.</p> <p>(K) <u>EXCESS WEIGHT/OVERSIZE AND/OR ADDITIONAL PIECE AND VALUE CHARGES ON REROUTING OR CANCELLATIONS</u> When a passenger is rerouted or his carriage cancelled, the provisions which govern with respect to the payment of additional fares or the refunding of fares shall likewise govern the payment of the refunding of excess weight charges and the payment of excess value charges, but no refund of value charges will be made when a portion of the carriage has been completed.</p> <p>(L) <u>CHECKING OF BAGGAGE BY CARRIER</u> Except as otherwise provided in 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 or airport office designated by the carrier, and within the times prescribed by such carrier, but no participating carrier will check property so tendered: (1) beyond the destination, or not on the routing, designated on such ticket; (2) beyond a point of stopover; (3) beyond a point of transfer to any other carrier, if the passenger has declared a valuation in excess of the amounts specified in paragraph (J) of this rule except between points where through interline service is provided without change of aircraft by two or more participating carriers; and provided further, that TK will check such baggage beyond a point of transfer to international carriers; (4) beyond a point beyond which the passenger holds no reservation; (5) 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 at such point; (6) beyond a point at which the passenger desires to resume possession of such property or any portion thereof; or (7) beyond a point beyond which all applicable charges have not been paid; (8) (applicable only for through transportation) to a point to which the passenger holds no reservation, unless the passenger's name or initials are on the outside of such baggage.</p> <p>(M) <u>DELIVERY OF CHECKED BAGGAGE BY CARRIER</u> (1) Checked baggage will be delivered to the bearer of the baggage check upon payment of all unpaid sums due carrier under contract of carriage and upon return to carrier of the baggage (claim) tag(s) issued in connection with such baggage. Carrier is under no obligation to ascertain that the bearer of the baggage check and baggage (claim) tag is entitled to delivery of the baggage, and carrier is not liable for any loss, damage or expense arising out of or in connection with such delivery of the baggage. Except as otherwise provided in paragraph (3) herein, delivery will be made at the destination shown in the baggage check. (2) If the provisions of paragraph (1) above, are not complied with by a person claiming the baggage, carrier will deliver the baggage only on the condition that such person establishes to carrier's satisfaction his rights thereto, and if required by carrier, such person shall furnish adequate security to indemnify Carrier for any loss, damage or expense which may be incurred by carrier as a result of such delivery; (3) At the request of the bearer of the baggage check and baggage (claim) tag(s), checked baggage will be delivered at the place of departure or an intermediate stopping place upon the same condition provided for in paragraph (1) hereof, unless precluded by government regulations, or unless time and circumstances do not permit. In delivering baggage at the place of departure or at any intermediate stopping place, carrier shall be under no obligation to refund any charges paid. (4) Acceptance of baggage by the bearer of the baggage check and baggage (claim) tag(s) without written complaint at the time of delivery is presumptive evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage.</p>
<p>For unexplained abbreviations, reference marks and symbols see IPGT-1, C.A.B. NO. 581, NTA(A) NO. 373.</p>	
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JLE	SECTION I - GENERAL RULES
C116	<p>†[N]INTERLINE BAGGAGE ACCEPTANCE (Effective to/from Canada for tickets issued on/after April 1, 2015)</p> <p>(A) APPLICABILITY This rule is applicable to all interline itineraries issued on a single ticket whose origin or ultimate ticketed destination is in Canada. It establishes how TK will determine which carrier's baggage rules apply to any passenger's entire interline itinerary.</p> <p>(B) GENERAL For the purposes of interline baggage acceptance: (1) The carrier whose designator code is identified on the first segment of the passenger's interline ticket will be known as the selecting carrier. (2) Any carrier who is identified as providing interline transportation to the passenger by virtue of the passenger's ticket will be known as a participating carrier.</p> <p>(C) BAGGAGE RULE DETERMINATION BY SELECTING CARRIER (1) Checked Baggage The selecting carrier will: (a) Select and apply its own baggage rules as set out in its tariff to the entire interline itinerary; or (b) Select the Most Significant Carrier, as determined by IATA Resolution 302 and conditioned by the Canadian Transportation Agency, in order for that carrier's baggage rules, as established in its tariff, to apply to the entire interline itinerary. The carrier identified by means of a) or b) will be known as the selected carrier. (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.</p> <p>(D) BAGGAGE RULE APPLICATION BY PARTICIPATING CARRIER Where TK is not the selected carrier on an interline itinerary but is a participating carrier that is providing transportation to the passenger based on the ticket issued, TK will apply as its own the baggage rules of the selected carrier throughout the interline itinerary.</p> <p>(E) DISCLOSURE OF BAGGAGE RULES Summary Page at the end of an Online Purchase and E-Ticket Disclosure</p> <p>(1) For baggage rules provisions related to a passenger's 1st and 2nd checked bag and the passenger's carry-on baggage (i.e. the passenger's "standard" baggage allowance), when the carrier sells and issues a ticket for an interline itinerary, it will disclose to the passenger on any summary page at the end of an online purchase and on the passenger's itinerary/receipt and e-ticket at the time of ticketing the baggage information relevant to the passenger itinerary as set out in paragraph 2 below. The disclosed information will reflect the baggage rules of the selected carrier.</p> <p>(2) The carrier will disclose the following information: (a) name of the carrier whose baggage rules apply; (b) passenger's free baggage allowance and/or applicable fees; (c) size and weight limits of the bags, if applicable; (d) terms or conditions that would alter or impact a passenger's standard baggage allowances and charges (e.g. frequent flyer status, early check-in, pre-purchasing baggage allowances with a particular credit card); (e) existence of any embargoes that may be applicable to the passenger's itinerary; and, (f) application of baggage allowances and charges (i.e. whether they are applied once per direction or if they are applicable at each stopover point).</p> <p>(3) The carrier will provide this information in text format on the passenger's e-ticket confirmation. Any fee information provided for carry-on bags and the first and second checked bag will be expressed as specific charges (i.e., not a range).</p> <p>WEB SITE DISCLOSURE The carrier 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: (a) The maximum weight and dimensions of passenger bags, if applicable, both checked and unchecked; (b) The number of checked and unchecked passenger bags that can be transported and the applicable charges; (c) Excess and oversized baggage charges; (d) Charges related to check in, collection and delivery of checked baggage; (e) Acceptance and charges related to special items, e.g. surf boards, pets, bicycles, etc.; (f) Baggage provisions related to prohibited or unacceptable items, including embargoes; (g) Terms or conditions that would alter or impact the baggage allowances and charges applicable to passengers (e.g. frequent flyer status, early check in, pre-purchasing baggage allowances with a particular credit card); and, (h) Other rules governing treatment of baggage at stopover points, including passengers subject to special baggage allowances or charges etc.</p>

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JLE	SECTION I - GENERAL RULES
C116	<p>+NI<u>INTERLINE BAGGAGE ACCEPTANCE</u> (Continued) (Effective to/from Canada for tickets issued on/after April 1, 2015)</p> <p>(F) DEFINITIONS</p> <p>"Airline Designator Code" an identification code comprised of two-characters which is used for commercial and traffic purposes such as reservations, schedules, timetables, ticketing, tariffs and airport display systems. 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.</p> <p>"Baggage Rules" the conditions associated with the acceptance of baggage, services incidental to the transportation of baggage, allowances and all related charges. For example, baggage rules may address the following topics:</p> <ul style="list-style-type: none"> • 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. surfboards, 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. <p>"Interline agreement": an agreement between two or more carriers to co-ordinate the transportation of passengers and their baggage from the flight of one air carrier to the flight of another air carrier (through to the next point of stopover).</p> <p>"Interline itinerary": all flights reflected on a single ticket involving multiple air carriers. Only travel on a single ticket is subject to the Agency's approach provided the origin or the ultimate ticketed destination is a point in Canada.</p> <p>"Interline travel": travel involving multiple air carriers listed on a single ticket that is purchased via a single transaction.</p> <p>"Single ticket": a document that permits travel from origin to destination. It may include interline/code-share and intra-line segments. It may also include end-to-end combinations (i.e., stand alone fares that can be bought separately but combined together to form one price).</p> <p>"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.</p> <p>"Ultimate ticketed destination": In situations where a passenger's origin is a non-Canadian point and the itinerary includes at least one stop in Canada, as well as at least one stop outside 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.</p>

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ULE	SECTION I - GENERAL RULES
C116	<p>†[N] <u>INTERLINE BAGGAGE ACCEPTANCE</u> (Continued) (Effective to/from Canada for tickets issued on/after April 1, 2015)</p> <p>(F) <u>DEFINITIONS</u> (Continued)</p> <p>CARRIER DEFINITIONS (Various)</p> <p>"Down Line Carrier": any carrier, other than the selecting carrier, who is identified as providing interline transportation to the passenger by virtue of the passenger's ticket.</p> <p>"Marketing Carrier": the carrier that sells flights under its code.</p> <p>"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.</p> <p>"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.</p> <p>"Operating Carrier": the carrier that operates the actual flight.</p> <p>"Participating Carrier(s)": includes both the selecting carrier and down line carriers who have been identified as providing interline transportation to the passenger by virtue of the passenger's ticket.</p> <p>"Selected Carrier": the carrier whose baggage rules apply to the entire interline itinerary.</p> <p>"Selecting Carrier": 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.</p>
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RULE	SECTION I - GENERAL RULES			
C130	<p>+IN]APPLICATION OF FARES</p> <p>(A) GENERAL (1) Where a local and joint fare is specifically published via the desired routing from point of origin to point of destination, such fare is applicable over such route notwithstanding that it is higher or lower than the combination of intermediate fares via such routing. (2) Fares apply only for transportation in the types of aircraft and their seating configurations as specified in Aircraft Type and Seating Configuration Tariff No. TS-2, issued by Airline Tariff Publishing Company, Agent, of the classes of service and aircraft stated in connection with fares governed by this tariff.</p> <p>(B) ROUND TRIP FARES When a ticket is purchased before the transportation commences or is reissued according to Rule 90 (REFUNDS AND REROUTING), the fare applicable to a round trip between two (2) points over the lines of one or more carrier(s) will be: (1) When specifically published via the desired routing, the applicable round trip fare published by or on behalf of such carrier(s). (2) When not specifically published via the desired routing, the sum of the one way fares applicable to the respective one way segments or the sum of the round trip segment fares if these fares are published.</p> <p>(C) CIRCLE TRIP FARES Except as provided below, when a ticket is purchased before the transportation commences or is reissued according to Rule 90 (REFUNDS AND REROUTING), the fare applicable to a circle trip via participating carriers or partly via participating carriers and partly via other scheduled air carriers and National Air Taxi Conference members will be for the portion of carriage via one or more participating carriers as follows: the sum of 50 percent of the applicable round trip fares for the respective sections, constructed from the point of origin via the route of travel that produces the lowest fare for the circle trip for the class of service used.</p> <p>(D) COMBINABILITY (1) Fares may be combined for round trip, circle trip or open jaw travel by using 50 percent of a round trip normal fare for the outbound portion of travel, and 50 percent of another round trip normal fare for the return portion of travel. (2) When combining normal fares with other normal fares the more restrictive rule applies. (3) Reservations and ticketing time limits apply to the entire trip. (4) Minimum/maximum stay provisions apply to the entire trip. (5) Time of travel and stopovers apply for each segment flown. (6) Promotional fares may not be combined.</p> <p>(E) CIRCLE TRIP/ROUND TRIP MAXIMUM If the fare constructed for a routing exceeds the fare for a circle trip or round trip constructed from the same point of origin which would include such routing, the circle trip or round trip fare shall apply.</p> <p>(F) CONSTRUCTION OF FARES When the fare between any two points is not specifically published via the desired routing, such fare shall be constructed by combining those fares, applicable via the desired routing from the passenger's point of origin to the passenger's point of destination, provided travel is via the point(s) over which the fares have been combined, which produces the lowest fare for the class of service used.</p> <p>(G) GROUP REQUIREMENTS (1) When special group fares are available, the group must travel together on the same aircraft on all segments of the trip. (2) In order to secure reservations when booking a group, a non-refundable deposit of USD 50.00/CAD 58.00 per seat is required to block the group space. (3) 60 (sixty) days prior to departure a total of 50 percent of the payment must be on deposit. (4) Full payment is due no less than 30 (thirty) days prior to departure. (5) Cancellation Fees: For cancellations within the group received between 89-61 days prior to outbound departure, a penalty of USD 50.00/CAD 58.00 per passenger will be retained. For cancellations within the group received 60 days or less prior to outbound departure, a penalty of 50 percent of the gross fare will be retained. (6) Cancellations within 2 weeks of departure are non-refundable.</p>			
C135	<p>+IN]STOPOVERS</p> <p>No stopovers will be permitted on TK flights. Stopovers will be permitted only upon payment of the combination of applicable joint fares unless the applicable fare permits such stopover.</p>			
<p>For unexplained abbreviations, reference marks and symbols see IPGT-1, C.A.B. NO. 581, NTA(A) NO. 373.</p> <table><tr><td>ISSUED: July 9, 2009</td><td>EFFECTIVE: August 23, 2009</td><td>(Except as Noted)</td></tr></table>		ISSUED: July 9, 2009	EFFECTIVE: August 23, 2009	(Except as Noted)
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RULE	SECTION I - GENERAL RULES
C200	<p>+ [N] CHILDREN'S AND INFANTS' FARES</p> <p>(A) <u>ACCEPTANCE OF CHILDREN</u></p> <p>(1) <u>Accompanied</u> Children from ages 2-11 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least 18 years of age or older.</p> <p>(2) <u>Unaccompanied</u> children between the ages of 7 and 11 may be carried by the airline without a person accompanying them provided that the airline is notified in advance and that carriage of unaccompanied minors is confirmed by the airline. A notification is required for all unaccompanied minors under the age of 12. The parents/guardian have to provide a written confirmation that the child is allowed to travel. For some countries special rules apply. Further information can be obtained through the service centre. The name of the person collecting/looking after the child at the destination airport must be given at the check-in desk. The parent/guardian or person looking after the child must wait at the airport until the departure of the aircraft.</p> <p>(3) Unaccompanied children between 2-6 years of age will not accepted for transportation.</p> <p>(B) The fare for infants (children under 2 years old) on all international routes is 10% of the adult fare. The fare for children between the ages of 2 and 11 inclusive is 67% of the adult fare. All the above mentioned prices are subject to taxes, charges and fuel surcharge.</p>
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