

Tariff: YP1  
Carrier: Air Premia Inc. - YP

DOT No. 947

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**Title Page**

Airline Tariff Publishing Company, Agent  
International Passenger Rules and Fares

Tariff No. YP1

containing  
Local Rules, Fares & Charges  
on behalf of

Air Premia Inc.

Applicable to the  
Transportation of Passengers and Baggage  
between points in

USA  
and points in  
Area 1/2/3

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

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

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

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## Rule 1 Definitions

As used herein:

Add-On Fare:  
see "arbitrary"

**Adult**  
means a person who has reached his/her 12th birthday as of the date of commencement of travel. Except as noted and defined in Rule 200 governed herein.

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

**Allowance**  
free baggage means the baggage which may be carried without payment of a charge in addition to the fare.

**Applicable fare**  
means the normal or special fare to be applied by taking into account all conditions relating to the passenger and his/her travel.

**Arbitrary**  
means an amount published for use only in combination with other fares for the construction of through fares. it is also referred to as "Proportional Fare", "Basing Fare", and "Add-On Fare".

**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 Republic 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**  
which is equivalent to luggage, means, such articles, effects and other personal property of a passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

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**Baggage Check**

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

**Baggage Tag**

means a document issued by carrier solely for identification of checked baggage, the baggage (strap) tag portion of which is attached by carrier to a particular article of checked baggage and the baggage (claim) tag portion of which is given to the passenger.

**Caribbean Area**

means the area comprising:

i. (not applicable between Canada and Puerto Rico/Virgin Islands)  
Anguilla, Antigua, Bahamas, Barbados, Bermuda, British Virgin Islands, Cayman Islands, Cuba, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Leeward Islands, Martinique, Montserrat, Netherlands Antilles, Nevis, St. Kitts, St. Lucia, St. Martin, St. Vincent, Trinidad, Tobago, Turks and Caicos Islands, West Indies and Windward Islands.

ii. (applicable between Canada and Puerto Rico/Virgin Islands.)

Antigua, Bahama Islands, Barbados, Bermuda, Cayman Islands, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Netherlands Antilles, St. Kitts, St. Lucia, St. Martin, St. Vincent, Trinidad/Tobago.

**Carriage**

which is equivalent to transportation, means carriage of passengers and/or baggage by air, gratuitously or for hire.

**Carrier**

means the air carrier issuing the ticket and all air carriers that carry or undertake to carry the passenger and/or his baggage thereunder or perform or undertake to perform any other services related to such air carriage.

**Central America**

means the area comprising Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua and Panama.

**Child**

is a minor between 2 and 12 (has reached his/her 2nd birthday but has not reached his/her 12th birthday). If the minor reaches his/her 2nd birthday during the journey, he/she will be considered a child as of the birthday.

**Classes of Service**

means booking class.

**Circle Trips**

means travel from a point and return thereto by a continuous, circuitous air route; provided that where no reasonable direct scheduled air route is available between two points, a break in the circle may be travelled by any other means of transportation without prejudice to the circle trip.

**Civil Aeronautics Board**

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means department of transportation.

Combination

means whenever two or more one-way, round trip or half round trip fares are used and shown separately in a fare calculation.

Conditions of carriage

means the terms and conditions established by a carrier in respect to its carriage.

Conditions of contract

means the terms and conditions shown on the itinerary/receipt.

Conjunction Ticket

means two or more tickets concurrently issued to a passenger and which together constitute a single contract of carriage.

Consequential Damages

means damages which are reasonable out of pocket expenses and other provable damages incurred by passenger as the consequence of the loss, damage, or delay in the delivery of such personal property.

Continental U.S.A.

or Continental United States each means the district of Columbia and all states of the united states other than Alaska and Hawaii.

Convention

means the convention for the unification of certain rules relating to international transportation by air signed at Warsaw, October 12, 1929, or such convention as amended ("Warsaw Convention"), or the convention for the unification of certain rules for international carriage by air, signed at Montreal, May 28, 1999, as amended ("Montreal Convention"), whichever may be applicable to carriage hereunder.

Country of Commencement of Transportation

means the country from which travel on the first international sector takes place.

Country of Payment

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

Date of Transaction

means the date of issuance of the ticket, MCO or PTA.

Days

means full calendar days, including Sundays and legal holidays; provided that for the purposes of notification the balance of the day upon which notice is dispatched shall not be counted; and that for purposes of determining duration of validity, the balance of the day upon which the ticket is issued or flight commenced shall not be counted.

Deadline means:

(1) Reservations: the minimum number of days/months before the day of departure by which reservations must be confirmed.

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(2) Payment: the minimum number of days/months before the day of departure by which full payment must be made.

(3) Ticketing: the minimum number of days/months before the day of departure by which ticketing must be completed.

**Destination**

means the ultimate destination of the passenger's journey as shown on the ticket.

**Europe**

means the area comprised of Albania, Algeria, Andorra, Austria, Azores, Belgium, Bulgaria, Canary Islands, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Lichtenstein, Luxembourg, Madeira, Malta, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Spain, Sweden, Switzerland, Tunisia, Turkey in Europe and Asia, United Kingdom, Russian Federation (west of the Ural Mountains) and Yugoslavia.

**Flight Coupon**

means a portion of the passenger ticket that indicates particular places between which the coupon is good for carriage.

**Foreign Air Transportation**

means transportation between a point in the United States and a point outside thereof.

**French Gold Francs**

means the Francs consisting of 65.50 milligrams of gold with a fineness of nine hundred thousandths.

**Gateway**

means the passenger's first point of arrival or last point of departure in Areas 1, 2 or 3.

**IATA Rate of Exchange**

means the rate of exchange issued by IATA from time to time and published in rule 145 (e).

**Iberian Peninsula**

means the area comprised of Gibraltar, Portugal (including Azores and Madeira) and Spain (including Balearic and Canary Islands).

**Immediate Family**

except as otherwise indicated, shall mean: spouse, children, adopted children, sons-in-law, daughters-in-law, grandchildren, brothers, brothers-in-law, sisters, sisters-in-law, parents, fathers-in-law, mothers-in-law and grandparents.

**Infant**

means a person who has not reached his/her second birthday as of the date of commencement of travel.

**Interline Transfer Point**

means any point at which the passenger transfers from the services of one carrier to the services of another carrier.

**Interline Transportation**

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means transportation on the services of more than one carrier.

#### International Carriage

means (except when the convention is applicable) carriage in which, according to the contract of carriage, the place of departure and any place of landing are situated in more than one state. As used in this definition, the term "state" includes all territory subject to the sovereignty, suzerainty, mandate, authority or trusteeship thereof. International Carriage as defined by the convention means any carriage in which, according to the Contract of Carriage, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two high contracting parties to the convention or within the territory of a single high contracting party to the convention, if there is an agreed stopping place within a territory subject to the sovereignty, suzerainty, mandate or authority of another power even though that power is not a party to the convention.

#### International Transportation

means any transportation or other services, furnished by any carrier, which are included within the scope of the term "international transportation" as used in the convention for the unification of certain rules relating to international transportation by air signed at Warsaw, October 12, 1929, or such convention as amended ("Warsaw Convention"), or the convention for the unification of certain rules for international carriage by air, signed at Montreal, May 28, 1999, as amended ("Montreal Convention"), whichever may be applicable to the transportation hereunder and to which the said convention applies. For the purpose of determining the applicability of the term "International Transportation:" all stops between the original place of departure and the place of final destination scheduled by any carrier by air which participates in the transportation between such places, as shown in the schedules or time tables of such carriers shall constitute "agreed stopping places;" but each participating carrier reserves the right to alter the "agreed stopping places" in the case of necessity without thereby depriving the transportation of its international character; and single operation. Transportation to be performed by several successive carriers by air, arrangements for which are made in advance, is regarded as "a single operation" and shall be deemed to be "one undivided transportation" whether one or more tickets or other documents are issued to cover such transportation, and whether or not all such tickets or documents are issued prior to the commencement of such transportation; but this provision shall not be deemed to contain an exclusive definition of transportation which is regarded by the parties as "a single operation".

#### Interstate Transportation

means transportation between a point in any state of the United States and the District of Columbia and a point in any other state of the United States or the District of Columbia.

#### Maximum Outside Linear Dimensions

means the sum of the greatest outside length plus the greatest outside depth plus the greatest outside height.

#### Middle East

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means the area comprised of Aden, Bahrain, Cyprus, Egypt, Iran, Islamic Republic of, Israel, Jordan, Kuwait, Lebanon, Muscat and Oman, Qatar, Saudi Arabia, Sudan, Syrian Arab Republic, Trucial, Oman, United Arab Emirates and Republic of Yemen.

**Miscellaneous Charges Order**

means a document issued by a carrier or its agents requesting issue of and appropriate passenger ticket and baggage check or provision of services to the person named in such document.

**Normal Fare**

means 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 in the provisions of this tariff, normal fares shall be considered to include the following, all year one-way, round trip, circle trip and open jaw trips, first class, business class, executive class, economy class, one-class standard service, standard service, tourist/coach class service and thrift class service fares, on-season and off-season fares.

**North America**

means the area comprising Alaska, Canada, Continental U.S.A. and Mexico.

**Neutral Unit of Constructions**

(NUC) means the unit value equivalent of local currency fares, add-ons and related charges derived by converting same using the IATA Rate of Exchange.

**On-Line Tariff Database**

means the remotely accessible, on-line version, maintained by the filer, of (1) the electronically filed tariff data submitted to the "Official D.O.T. Tariff Database," and (2) the departmental approvals, disapprovals and other actions, as well as departmental notations concerning such approvals, disapprovals or other actions, that Subpart W of the proposed part 221 requires the filer to maintain in its database. The term "Official D.O.T. Database" means those data records (as set forth in sections 221.283 and 221.286 of the rule) which would be in the custody of, and maintained by the department of transportation.

**Open Jaw Trip**

means travel which is essentially of a round trip nature but the outward point of departure and inward point of arrival and/or outward point of arrival and inward point of departure of which are not the same.

**Passenger**

means any person, except members of the crew, carried or to be carried in an aircraft with the consent of carrier.

**Passenger Coupon**

means that portion of the passenger ticket constituting the passenger's written evidence of the contract of carriage.

**Passenger Ticket**



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means those portions of the ticket issued by the carrier that provide for the carriage of the passenger.

#### Prepaid Ticket Advice

means the notification between offices of a carrier by teletype, commercial wire or mail that a person in one city has purchased and requested issuance of prepaid transportation to a person in another city.

#### Reroute

means 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, then held by the passenger for transportation to the same destination as, but via a different routing than, that designated thereon.

#### Round Trip

means travel from one point to another and return by any air route for which the same normal all year through one way fare of the same class applies from the point of origin; provided that this definition shall not apply to journeys for which the same all year through one way fare is established, between two points, in either direction around the world.

#### Single Open Jaw Trip

means travel that is essentially of a round trip nature, except that the outward point of arrival and inward point of departure are not the same or the outward point of departure and inward point of arrival are not the same.

#### South America

means the area comprising Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, French Guiana, Guyana, Paraguay, Peru, Surinam, Uruguay and Venezuela.

#### South East Asia

means Brunei Darussalam, Myanmar, Cambodia, China, Taiwan, Province of, Guam, Hong Kong, {c}Indonesia, Peoples Democratic Republic of Laos, Malaysia, Mongolian Republic, Philippines, Singapore, Taiwan, Province of Thailand, Russian Federation (East of Urals), Viet Nam.

#### Southwest Pacific

means that area comprised of Australia, Cook Islands, Fiji Islands, French Polynesia, Gilbert and Ellice Islands, Loyalty Islands, New Caledonia, New Hebrides, New Zealand, Papua New Guinea, American Samoa, Society Islands, Solomon Islands, Tonga and Intermediate Islands.

#### Special Fare

means a fare other than a normal fare.

#### Stopover

A stopover is equivalent to a break of journey and means a deliberate interruption of a journey by the passenger, agreed to in advance by carrier, at a point between the place of departure and place of destination. Furthermore, a stopover will be deemed to occur at an intermediate point from which the passenger is not scheduled to depart

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on the date of arrival. If there is no connecting departure scheduled on the date of arrival, departure on the next day within 24 hours of arrival shall not constitute a stopover. If a portion of the routing is traveled by surface transportation, one stopover shall be deemed to have been taken for such portion.

#### Ticket

means the "passenger ticket and baggage check," including all flight, passenger and other coupons therein, issued by carrier, which provide for the carriage of the passenger and his baggage.

#### Ticketed Point

means points shown in the 'good for passage' section of the passenger ticket plus any other point(s) used for fare construction and shown in the fare construction box of the passenger ticket; provided that two flight numbers of two carriers such as for an interchange flight will not be permitted on one flight coupon.

#### Transfer

means 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 the same carrier bearing the same flight number; or a change from the flight of a carrier to another flight (that is) a service bearing a different flight number of the same carrier, irrespective of whether or not a change of aircraft occurs.

#### Transfer Point

means 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 to the service of another carrier.

#### Transit Point

means any stop at an intermediate point on the route to be travelled (whether or not a change of planes is made) which does not fall within the definition of a stopover.

#### Unchecked Baggage

which is equivalent to hand luggage, is baggage other than checked baggage.

#### United Kingdom

or U.K. means England, Scotland, Wales and Northern Ireland.

#### United States of America

or the "United States" or the "U.S.A." each means, unless otherwise specified, the area comprising the 48 contiguous federated states; the federal District of Columbia; Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands; American Samoa; the Canal Zone; Guam; Midway and Wake Islands.

Western Hemisphere means the United States of America, Canada, Greenland, Mexico, Central and South America, Bermuda, Bahamas and the islands of the Caribbean Sea.

## Rule 2 Standard Format of Electronic Rules

### Rule Title/Application (category 50)

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

### Eligibility (category 1)

Unless otherwise indicated in this paragraph, fares are applicable to all passengers.

### Day/Time (category 2)

This category reflects times and/or days when travel is permitted. The day/time information applies to origins of trips scheduled to depart during that tie. If this category is not present, the assumption is that the fare is available for travel at all times of the day and all days of the week.

### Seasonality (category 3)

- (1) Unless otherwise specified in the governing fare rule, all fares are valid during the entire year.
- (2) When fares apply only during certain periods (e.g. "low" or "high" seasons) referred to in a rule, travel must be commenced during such period(s).

### Flight Application (category 4)

Intentionally left blank

### Advance Reservations/Ticketing (category 5)

- (1) Reservations
  - (a) If no provisions are included in the specific rule, then reservations may be made any time prior to the departure of a desired flight subject to availability of space.
  - (b) Unless otherwise specified in the specific rule, any advance reservation requirement in this paragraph refers to the number of days prior to the date of commencement of travel (from point of origin) that reservations must be confirmed. The actual date of departure may not be included in counting the advance reservation requirement.
  - (c) If the fare has an advance reservation requirement, the waitlist segments may not be retained beyond the reservation deadline.
- (2) Payment and Ticketing
  - (a) Unless otherwise stated in the specific fare rule, the purpose of a prepaid ticket advice (PTA) will constitute the purchase of a ticket; therefore, any provisions outlined in the fare rule for

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- tickets shall also apply to PTA's (see also Rule 65 (Tickets).
- (b) If no specific provisions are included in the fare rule, or the rule states "prior to departure", then payment/ticketing requirements may be completed any time prior to departure from point of origin.
  - (c) Any advance payment/ticketing requirements stated in this paragraph refer to the number of days prior to the date of commencement of travel that payment/ticketing must be completed. The actual date of departure may not be included in counting the advance payment/ticketing requirement.

Minimum Stay (category 6)  
Intentionally left blank

- Maximum Stay (category 7)
- (1) Unless otherwise specified in the specific rule, return travel may begin at any time. Passenger will be allowed to travel within the normal validity of the ticket which is one year from the date travel commences from the point of origin.
  - (2) Return travel from the last stopover point must commence by midnight of the specified number of days after the date of commencement of travel from the point of fare origin. Days are counted beginning with the day after commencement of travel.

Stopovers (category 8)  
Stopovers are permitted, unless otherwise specified.

Transfers (category 9)  
Intentionally left blank

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

Blackout Dates (category 11)  
Intentionally left blank

Surcharges (category 12)  
Intentionally left blank

Accompanied Travel (category 13)  
Intentionally left blank

Travel Restrictions (category 14)  
Intentionally left blank

Sales Restrictions (category 15)  
This category is used to define a fare that is available for sale subject to restrictions based on date, point of

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sale or similar conditions. The dates are most commonly first and last reservation or ticketing dates. If this category is not present, the fare is available for reservations and ticketing at all times, anywhere and by anyone.

#### Penalties (category 16)

##### (1) Rerouting

###### (a) Voluntary rerouting

As used herein, "voluntary rerouting" shall refer to any changes in reservations of confirmed flights requested by a passenger. Unless otherwise specified in a fare rule, the following conditions will apply:

- (i) If there are no restrictions on rerouting in the specific fare rule, then voluntary rerouting shall be permitted as outlined in Rule 80 (Revised Routings, Failure to Carry and Missed Connections). The revised routing must conform to the provisions of the applicable fare section of Rule 80.
- (ii) In case of voluntary rerouting involving a change of totally unused ticket where the original fare no longer applies, the original ticket may be reissued, and fare recalculated from point of origin using the fares and rate of exchange applicable at the time of reissue.
- (iii) If there is a voluntary rerouting on any downline after departure, the fare and charges must be reassessed using fares, rules, and rate of exchange effective at the time that travel commences from the point of origin.
- (iv) If voluntary rerouting is not permitted in the specific fare rule, the cancellation provisions shall apply when a passenger voluntarily changes confirmed reservations.

###### (b) Involuntary rerouting

- (i) Normal involuntary rerouting procedures found in Rule 80 will apply unless amended by provisions of the specific fare rule.

##### (2) Cancellation and refunds

Unless otherwise amended by the provisions in the specific fare rules, Rule 80 (Revised Routings, Failure to Carry and Missed Connections) and Rule 90 (Refunds) are applicable. For refund restricted/subject to penalties fares the following apply:

###### (a) Voluntary cancellation by passenger prior to Departure

- (1) Full refund will be made in the event of death of illness of the passenger or member of his immediate family, as substantiated by a medical certificate.
- (2) In the event of cancellation or a failure to use confirmed space as ticketed for any

- reason other than those outlined in Rule 90 or in paragraph (A) above, the passenger will forfeit the amount stated in the individual rule, where applicable.
- (3) If, after ticket issuance, schedule changes by YP create alterations to the ticketed 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.
  - (4) In the event of cancellation or failure to use confirmed space as ticketed, the full amount of the fare excluding the penalty can be used as a credit toward an upgrade to different and higher fare type as long as the seat is available. The new fare must be governed by a different fare rule which does not restrict the upgrade and results in an additional collection. In the event of an upgrade, any original non-refundable amount shall remain non-refundable.

Higher Intermediate Point (category 17)  
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Ticket Endorsement (category 18)  
If a fare has a ticket endorsement requirement, such endorsement shall appear in the endorsement box of the new ticket and any subsequent reissues.

Discounts (category 19)  
Child Discounts  
(1) Children older than two (2) years: Pay 75 percent of the applicable adult fare.  
(2) Infants under two (2) years: Pay 10 percent of the applicable adult fare.

When this category is absent or not applicable, the fare is not discountable for children or infants.

Tour Conductor Discounts (category 20)  
Intentionally left blank

Agent Discounts (category 21)  
Intentionally left blank

Miscellaneous Provisions (category 23)  
Intentionally left blank

Groups (category 26)  
Intentionally Left Blank

Tours (category 27)  
Intentionally left blank

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Visit Another Country (category 28)  
Intentionally left blank

Deposits (category 29)  
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## Rule 5 Application of Tariff

### (A) General

- (1) The provisions of this tariff shall apply to carriage of passengers and baggage, including all services incidental thereto, performed by YP under local and joint rates and charges.
- (2) Rules apply to local and joint transportation performed by YP.
- (3) Where YP is specifically named in any rule contained herein such rule applies to local carriage via YP and to carriage via YP in conjunction with other participating carriers named in such rule.
- (4) Except as otherwise provided, charges or monetary amounts shown herein in dollars or cents are stated in terms of lawful U.S. currency.
- (5) International transportation shall be subject to the rules relating to liability established by, and to all other provisions of the convention for the unification of certain rules relating to international transportation by air, signed at Warsaw, October 12, 1929, or such convention as amended, whichever may be applicable to the transportation hereunder. Any provision of these rules which is inconsistent with any provision of said convention shall, to that extent, but only to that extent, be inapplicable to international transportation.

Note: Rules stating any limitation on, or condition relating to, the 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, except to the extent provided in Rule 55(B)(1) with respect to tariff C.A.B. No. 754. Any such limitation or condition in any rule herein is not a part of tariff C.A.B. No. 754, except to the extent provided in Rule 55(B)(1) with respect to tariff C.A.B. No. 754, filed with the department of transportation of the United States. Nothing in this tariff modifies or waives any provision of the convention.

- (6) 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 YP are considered to be part of this tariff.

### (B) Gratuitous Carriage

With respect to gratuitous carriage, carrier reserves the right to exclude the application of all or part of this tariff.

### (C) Change without Notice

Except as may be required by applicable laws, government regulations, orders and requirements, carrier's rules, regulations and conditions of carriage are subject to change without notice, provided, that such change shall not apply to a contract after the carriage has commenced.

### (D) Percentages

When rules or provisions in this tariff provide for the application of fares and charges based upon percentages of other fares and charges, such proportionate fares and charges will be



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determined in accordance with the percentage conversion instruction of this tariff.

(E) Effective rules, Fares and Charges

(1) Except as otherwise provided herein, the applicable rules, fares and charges for carriage of passenger and/or baggage are those duly published by the carriers participating in this tariff and shall be those in effect on the date of commencement of carriage covered by the first flight coupon of the ticket. When the fares or charges are not the applicable fares or charges, the difference will be refunded to or collected from the passenger, as may be appropriate.

(2) (Applicable only to sales and tickets issued in the U.S.A. for local and joint transportation originating in the U.S.A.) No increase will be collected in cases where the ticket has been issued prior to the effective date of a tariff containing an increase in the applicable fare, effected through a change in fare level, a change in conditions governing the fare, or cancellation of the tariff itself, provided:

- (a) 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 on the ticket).
- (b) The originating flight shown on the ticket may not be voluntarily changed nor may the ticket be voluntarily reissued at the passenger's request subsequent to the effective date of any increase in the applicable fare.
- (c) These provisions shall apply only to the passenger to whom the ticket was originally issued.

(F) Reference

Reference to tariffs, pages, rules, items, and notes are continuous and include revisions, supplements thereto and reissues thereof.

(G) No employee of the carrier has the authority to alter, modify or waive any provision of the contract of carriage or of this tariff. Carrier appointed agents and representatives are only authorized to sell tickets for air transportation pursuant to approved fares, rules and regulations of carrier. This rule supersedes any conflicting provision contained in the contract of carriage.

(H) Overriding law

Overriding law (applicable for transportation to, from, or via a point(s) outside the U.S.A.) 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 overridden thereby. The invalidity of any provision shall not affect any other part.

## Rule 20 Carriage of Handicapped/Passengers with Disabilities

### A. Acceptance of Carriage.

We will make every effort to accommodate any qualified individual with a disability and we will not refuse to transport you solely based upon your disability, except for valid safety and other reasons, or as required by Government Laws.

### B. When Advance Notice Is Required.

In certain situations, we require that you notify our reservations department not later than forty-eight (48) hours prior to your flight, and that you check in at our ticket counter not later than one hour prior to the minimum check in time for your flight. It is required to be confirmed by YP reservation center whether the device you are planning to use is on the list of current approved devices or not. Following are some examples of situations that require this advance notice:

1. When you are traveling in a stretcher or with an incubator. Accommodations for a passenger who must travel on a stretcher if such service is available on the flight. In addition, if YP determines that an attendant is essential for the safety of a person traveling on a stretcher, the attendant for such person must be capable of attending to the passenger's in-flight medical needs and be provided at the passenger's expense.
2. When you are bringing on board a respirator, ventilator, CPAP machine, or portable oxygen concentrator for use during your flight.
3. When you are traveling as part of a group with ten (10) or more guests with disabilities.
4. If hazardous materials packaging for your batteries or other assistive devices is required.
5. Transporting your electric wheelchair on any aircraft operated by YP.
6. If you have both a severe vision and hearing impairment.
7. Medical oxygen for use on board the aircraft if this service is available on the flight.

### C. Limitation of Liability

YP may refuse to transport a passenger with a disability whose carriage presents a direct threat to safety, consistent with applicable laws governing nondiscrimination in air transportation. In the event of a refusal to transport a passenger with a disability, YP will provide a written explanation of the reasons of the denial, and YP's liability will be limited to the refund value of the unused portion of the passenger's ticket, as provided in Rule 90 (Refunds).

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**Rule 25 Refusal to Transport - Limitations of Carriage****(A) Refusal, Cancellation or Removal**

- (1) Carrier will refuse to carry, cancel the reserved space of, or remove en route any passenger;
  - (a) when such action is necessary for reasons of Safety:
- (2) Persons whose conduct is disorderly, abusive or violent.
- (3) Persons who fail to comply with or interfere with the duties of the members of the flight crew or the rules and regulations of the carrier.
- (4) Persons who physically assault any employees of NO, including the gate agents and flight crew.
- (5) Persons who, through and as a result of their conduct, cause a disturbance such that the captain or member of the cabin crew must leave the cockpit in order to attend to the disturbance.
- (6) Persons who are unable to sit in the seat with the seatbelt properly secured.
- (7) Persons who appear to be intoxicated or under the influence of drugs.
- (8) Persons who wear or have on or about their person concealed or unconcealed deadly or dangerous weapons: provided, however, that NO will carry law enforcement personnel who meet the qualifications and conditions established in F.A.R. 108.11.
  - (a) when such action is necessary to prevent violations of any applicable laws, regulations, or orders of any state or country to be flown from, into or over;
  - (b) when the conduct, age, status or mental or physical condition of the passenger is such as to:
    - (i) Require special assistance of carrier; or
    - (ii) Cause discomfort or make himself objectionable to other passengers; or
    - (iii) Involve any hazard or risk to himself or to other persons or to property;
  - (c) when the passenger refuses on request to produce positive identification.  
note: carrier shall have the right, but shall not be obligated, to require positive identification of persons purchasing tickets and/or presenting a ticket(s) for the purpose of boarding aircraft.
  - (d) when the passenger refuses to permit search of his person or property for explosives or a concealed, deadly or dangerous weapon or article.

**(B) Carriage of accompanied/unaccompanied children**

- (1) Accompanied:  
children under 12 years of age are accepted for transportation when  
on the same flight and in the same compartment by a

passenger at least 18 years of age.

Note: Seating restriction:

Children 12 years of age or less will not be permitted to occupy seats in emergency exit rows or in the rows immediately in front of an emergency exit.

(2) Unaccompanied:

Unaccompanied minor assistance is available for Minor aged between 5 and 11 years. UMNR, charge 100% of ADT Flex Fare plus a service fee per Segment. Reservation can only be made via YP reservation center until 48HRS before departure.

(3) Children under 5 years of age will not be as UMNR.

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#### Rule 40 Taxes

Any tax or other charge imposed by government authority and collectable from a passenger will be in addition to the published fares and charges.

## Rule 55 Liability of Carriers

For the purpose of all international carriage, carrier's liability shall be governed by this Rule 55. This Rule 55 incorporates the applicable portions of the Warsaw Convention, 1929, the Warsaw Convention as amended at the Hague, 1955 and by protocol no. 4 of Montreal (collectively, "Warsaw Convention") and the Montreal Convention, 1999, as agreed to in the implementing provisions agreement under the Warsaw and Montreal Conventions and published by the United States Department of Transportation notice on December 28, 2019, which shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

### Successive carriers

Carriage to be performed under one ticket or under a ticket and any conjunction ticket issued in connection therewith by several successive carriers, with the knowledge and consent of the subsequent carrier, is regarded as a single operation.

#### A. Laws and provisions applicable

1. The carrier shall be liable under Article 17 of the Warsaw Convention or Montreal Convention, whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:

a. The carrier shall not be able to exclude or limit its liability for damages not exceeding 128,821 special drawing rights (SDRS).

b. The carrier shall not be liable for damages to the extent that they exceed 128,821 SDRS for each passenger if the carrier proves that:

i. Such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents; or

ii. Such damage was solely due to the negligence or other wrongful act or omission of a third party.

c. Except as otherwise provided, the carrier reserves all defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply to such claims including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the carrier shall not invoke Articles 20 and 22(1) of the Warsaw Convention in a manner inconsistent with paragraphs (1) and (2) hereof.

d. With respect to third parties, the carrier reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.

e. The carrier agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or permanent residence of the passenger.

2. In cases of bodily injury or death, the carrier shall make an advance payment where the carrier determines it is necessary to meet

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the immediate economic needs of, and hardship suffered by, a passenger as provided in the following paragraphs:

a. Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the carrier shall, without delay, make the advance payment to the passenger in an amount or amounts determined by the carrier in its sole discretion. In the event of death of a passenger, the amount of the advance payment shall not be less than 16,000 SDRS, which shall be paid to a representative of the passenger's next of kin eligible to receive such advance payment as determined by the carrier in its sole discretion.

b. The carrier shall make the advance payment as an advance against the carrier's liability under the Warsaw Convention, or the Montreal Convention, whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the passenger.

c. The carrier, in making an advance payment, does not waive any rights, defenses, or limitations available under the Warsaw Convention, or the Montreal Convention, whichever may apply, to any claim, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.

d. The carrier, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be a voluntary contribution or contractual payment on the part of the carrier.

e. The carrier may recover an advance payment from any person where it is proven that the carrier is not liable for any damage sustained by the passenger, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.

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

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

b. Airport, air traffic control, security, and other facilities or personnel, whether public or private, not under the control and direction of the carrier are not servants or agents of the carrier, and the carrier is not liable to the extent the delay is caused by these kinds of facilities or personnel.

c. Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply. They include foreseeable compensatory damages sustained by a passenger and do not include mental injury damages.

d. The carrier reserves all defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply to claims for damage occasioned by delay, including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention. Under the Montreal Convention, the liability of the carrier for damage caused by delay is limited to 5,346 SDR per passenger. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22 (5) of the Montreal Convention, whichever may apply.

4. The carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage, as provided in the following paragraphs:

a. Except as provided below, the liability of the carrier is limited to 1,288 special drawing rights for each passenger in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked, under the baggage liability limits of the Montreal Convention. Unless the passenger proves otherwise:

i. All baggage checked by a passenger shall be considered to be the property of that passenger;

ii. A particular piece of baggage, checked or unchecked, shall not be considered to be the property of more than one passenger; and

iii. Unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.

b. If a passenger makes, at the time checked baggage is handed to the carrier, a special declaration of interest and has paid a supplementary sum, if applicable, (such as an excess value charge pursuant to Rule 125), the carrier will be liable for destruction, loss, damage, or delay of such checked baggage in an amount not exceeding the declared amount, unless the carrier proves that the declared amount is greater than the passenger's actual interest in delivery at the destination.

c. In the case of unchecked baggage, the carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents.

d. The carrier is not liable for destruction, loss, damage, or delay of baggage not in the charge of the carrier, including baggage undergoing security inspections or measures not under the control and direction of the carrier.

e. The carrier reserves all defenses and limitations available under the Montreal Convention including, but not limited to, Article 19 of the Montreal Convention and Article 20 of the Montreal Convention. The limits of liability shall not apply in cases described in Article 22 (5) of the Montreal Convention.



## Rule 115 Free Baggage Allowance and Excess Baggage Charges -

### (A) FREE BAGGAGE ALLOWANCE

#### (1) PREMIUM ECONOMY CLASS

For passengers traveling in Premium economy class, there will be a maximum of two (2) pieces of checked baggage. The total weight of the baggage must not exceed 32KG

#### (2) ECONOMY CLASS

For passengers traveling in economy class, there will be a maximum of two (2) pieces of checked baggage. The total weight of the baggage must not exceed 23KG

#### (3) CARRY-ON BAGGAGE

When baggage is carried on board the aircraft, it may be stored in carry-on compartments of aircraft so equipped or it must be retained in the passenger's custody and stored under a seat or in an overhead compartment approved for the carriage of such baggage. Carry-on baggage is subject to the following additional conditions. Carry-on baggage (measured together if more than one piece) must not weigh more than 10 KG

##### (a) PREMIUM ECONOMY CLASS

For passengers traveling in Premium economy class, there will be a maximum of two (2) pieces of carry-on baggage. The total weight of the baggage must not exceed 10KG

##### (b) ECONOMY CLASS

For passengers traveling in economy class, there will be a maximum of one (1) piece of carry-on baggage. The total weight of the baggage must not exceed 10KG

	Cabin	Fare	Free Baggage Allowance	Carry-on Luggage
YP	Premium Economy	Flex	US 32 KG x 2 Pieces	10 KG x 2 Piece
		Standard		
		GRP		
	Economy	Flex	US 23KG x 2	10 KG x 1 Piece
		Standard		
		GRP		
		LITE	US 23KG x 1	

### (B) Free Baggage Allowance for Children/Infant

1. Children paying at least 75 percent of the adult fare receive the same baggage allowance as adults.

2. Infant paying at least 10 percent of the adult fare receive 10KG of free baggage allowance.

Passengers traveling with an infant or child, can also bring the following items on board in addition to the carry-on bag and personal item:

- Government approved child seat ( infant carrying seat or car seat)
- A compact folding stroller that meets our size guidelines for carry-on-bags ( size within 115cm in total).

(C) Pooled baggage

YP allows to combine the total number of baggage pieces between different passengers on the same booking but not the weight.

(D) Special equipment:

1. Golf bag, Snowboard, ski

Accept as checked baggage as part of free checked baggage allowance

Maximum weight: 32 kg & Size: within 292 cm in total (Over size Fee will be waived)

If the total weight (checked baggage + golf bag/snowboard/ski) exceeds FBA allowance, the overweight fee will be charged

2. Sports equipment except golf bag, snowboard, ski (surfboard, windsurf, scuba diving, air-conditioning bags, bicycles, rackets, etc)

It is counted as an extra piece of checked baggage and the overweight fee is charged

10,000 KRW or 10 USD service fee is added to the overweight fee for each piece

US	23kg	
Additional piece (~23kg)	KRW160,000 or USD160.00	
Additional piece & weight	24~28kg	29~32kg
	KRW220,000 or USD220.00	KRW260,000 or USD260.00

(E) Excess baggage charges:

- (1) Baggage in excess of the maximum allowance specified in paragraph (a) above will be accepted for transportation only upon payment of excess baggage charges specified in this rule. Excess baggage charges will apply from the point at which baggage is accepted for transportation to the point at which baggage is checked or transported in the passenger compartment.

- (a) Applicable charges where the provisions of paragraph (a) indicate a maximum acceptable number of pieces of baggage that will be carried

without additional charge, the piece(s) in excess of that maximum will be subject to the charges prescribed below.

(b) Excess piece and weight charges:

US	23kg	
Additional piece (~23kg)	KRW160,000 or USD160.00	
Additional piece & weight	24~28kg	29~32kg
	KRW220,000 or USD220.00	KRW260,000 or USD260.00

Items that are in excess of 32 kg will not be accepted

(F) AVIH (Animal Vivant In Hold):

1. AVIH shall be within weight of 45 kg including the cage, and the sum of the three sides shall not exceed 285 cm (height 84cm).

2. Passengers intending to travel with pets must make reservations in advance through the reservation center at least 48 hours prior to departure and can only be transported by acquiring transport approval from the Company.

Check whether ventilation and temperature can be adjusted for the aircraft

3. AVIH's bulk compartment loading allowance is limited to two, and when loading an AVIH received as cargo into a bulk, must check the reservation status of the flight through the reservation center. (AVIH reservation for FWD CMPT is determined by cargo.)

4. If live animals received as cargo are loaded in the same compartment, make sure that natural enemies are not loaded at the same time.

5. Input to SSR on the system, and share the contents with Load Controller and BSA, and the load master will notify the captain the location after determining the bulk compartment of AVIH

6. The departure airport delivers the fact of AVIH transportation to the place of stopover and destination airport

7. Attach one copy of the animal quarantine certificate and vaccination certificate to the transport container. (Inform the guest to keep the original of each certificate.)

8. In the case of short-nosed dogs, consignment transportation is restricted as exposure to stress and heat affects health and safety. Animals are restricted from transport

9. Pets shall not be included in the free baggage allowance

Regardless of the consigned baggage and carry-on baggage, a separate fee shall be collected according to the pet transportation rate for international flights

a) List of Short-nosed Animal

Dog: Affenpinscher, Dogo Argentino, Mastiff, Boston Terrier, Boxer, Bulldog, Brussels Griffon, Shih Tzu, Spaniel (English Toy, King Charles Spaniel, Tibetan), Chihuahua, Japanese Chin, Lhasa Apso, Presa Canario, Chow Chow, Pug, Pekingese, Shar Pei, Cane Corso, Dogue de Bordeaux \* Cat: Burmese, Exotic, Himalayan, Persian, British Shorthair, Scottish Fold, Silver Chinchilla

b) Types of Prohibited Dogs

\*Tosa dogs and their crossbreeds, American Pitbull Terriers and their crossbreeds, American Staffordshire Terriers and their crossbreeds, Staffordshire Bull Terriers and their crossbreeds, Rottweilers and their crossbreeds, Mastiff and its mixed breed, Laika and its mixed breed, Ovtcharka and its mixed breed, Kangal and its mixed breed, Wolfdog and its mixed breed, American bully, Cane Corso and its mixed breed, Miniature Bull Terrier and its mixed breed

c) Pet transportation rate

(Unit: KRW)

Classification	Up to 32 kg (Including cage)	Between 32kg ~ 45kg (Including cage)
Northeast Asia	130,000 (USD 130)	280,000 (USD 280)
Southeast Asia	200,000 (USD 200)	430,000 (USD 430)
America	280,000 (USD 280)	580,000 (USD 580)

**\* Note) The transport weight of the pets is the weight including the cage.**

## Rule 130 Fares

### (A) General

Fares apply only for carriage from the airport at the point of origin to the airport at point of destination and do not include ground transfer service between airports or between airports and city centers.

### (B) Applicable fares

- (1) Except as provided in (c)(1) below, where a fare is 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 the same routing. For the purpose of this rule, a published fare includes a fare obtained by combining a published arbitrary and a published international fare. Where no through one-factor fare is published from point of origin to point of destination via the route of movement for the class of service and the type of aircraft used, the applicable fare for such transportation shall be constructed as provided below:

One class of service where the journey from point of origin to point of destination is in one class of service, the applicable fare shall be the lowest combination of fares via the route of movement applicable to the transportation used but in no event shall such constructed fare exceed the through one way fare applicable to or from a more distant point via the same routing.

- (2) All published fares governed by this tariff and all fares constructed in accordance with this tariff are applicable only when in compliance with the provisions governing travel via a higher rated intermediate point (paragraph (c)(3)). Mileage routings (see maximum permitted mileage tariff no. MPM-1, C.A.B. NO. 424, NTA(a) NO. 239) may be applied to any published or constructed fare; however, if a diagrammatic or linear routing is specified in connection with a fare, such routing must be observed for that portion of the transportation covered by that fare.

### (C) Construction of fares

Combining domestic U.S. fares with international fares

A domestic fare applicable within the USA is not combinable with an international fare.

### (D) Round trip fares

1. Unless otherwise specified, the fare for a round trip journey shall be twice the through one way fare applicable to the outbound journey.

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2. Round trip fares which by their own terms are combinable may be used with other fares on the basis of half the round-trip fare instead of the one-way fare.