

**REFUNDS****(A) GENERAL**

- (1) IN CASE OF REFUND, WHETHER DUE TO FAILURE OF VS TO PROVIDE, IN ACCORDANCE WITH THE CONDITIONS OF CARRIAGE, 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 APPLICABLE FARE RULES OR TARIFF AND CONDITIONS OF CARRIAGE
- (2) REFUND BY CARRIER FOR AN UNUSED TICKET OR PORTION THEREOF, EXCHANGE ORDER OR MISCELLANEOUS CHARGE ORDER WILL BE MADE IN ACCORDANCE WITH THE FOLLOWING CONDITIONS:
  - (a) PERSONS REQUESTING REFUND MUST SURRENDER TO VS ALL UNUSED FLIGHT COUPON(S) OF THE TICKET, EXCHANGE ORDER OR MISCELLANEOUS CHARGE ORDER
  - (b) VS SHALL MAKE ALL OR ANY INDIVIDUAL REFUND THROUGH ITS GENERAL ACCOUNTING OFFICES OF REGIONAL SALES OR ACCOUNTING OFFICES, AND REQUIRE PRIOR WRITTEN APPLICATIONS FOR REFUNDS TO BE PREPARED BY PASSENGERS ON SPECIAL FORMS FURNISHED BY CARRIER
  - (c) 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. REFUNDS WILL BE ASSESSED IN THE CURRENCY OF THE COUNTRY OF COMMENCEMENT OF TRANSPORTATION. SUBJECT TO THE FOREGOING PROVISIONS, REFUNDS WILL BE MADE IN THE CURRENCY IN WHICH THE FARE WAS PAID, OR IN LAWFUL CURRENCY OF THE COUNTRY OF THE CARRIER MAKING THE REFUND OR OF THE COUNTRY WHERE THE REFUND IS MADE, OR IN THE CURRENCY OF THE COUNTRY IN WHICH THE TICKET WAS PURCHASED, IN AN AMOUNT EQUIVALENT TO THE AMOUNT DUE IN THE CURRENCY IN WHICH THE FARE OR FARES FOR THE FLIGHT GOVERNED BY THE TICKET AS ORIGINALLY ISSUED WAS COLLECTED

**(B) VOLUNTARY**

FOR THE PURPOSE OF THIS PARAGRAPH, THE TERM "VOLUNTARY REFUND" SHALL MEAN ANY REFUND OF A TICKET OR PORTION THEREOF OTHER THAN AN INVOLUNTARY REFUND, AS DESCRIBED IN PARAGRAPH (C) OF THIS RULE. VOLUNTARY REFUNDS SHALL BE COMPUTED AS FOLLOWS:

- (a) IF NO PORTION OF THE TICKET HAS BEEN USED, REFUND WILL BE THE FULL AMOUNT OF THE FARE PAID LESS ANY APPLICABLE SERVICE CHARGE, CANCELLATION FEE AND COMMUNICATION EXPENSES. OR
- (b) 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, CANCELLATION FEE AND COMMUNICATION EXPENSE.
- (c) VS ASSUMES NO OBLIGATION TO ISSUE VOLUNTARY REFUND IN ACCORDANCE WITH PARAGRAPHS (a) OR (b) ABOVE, UNLESS SUCH TICKET WAS ISSUED ON VS TICKET STOCK. THE TERM "VS TICKET STOCK" MEANS TICKETS PRINTED OR IMPRINTED WITH THE VS CARRIER CODE (932) AS PART OF THE TICKET SERIAL NUMBER
- (d) WHEN THE REFUNDING OF ANY PORTION OF A TICKET WOULD RESULT IN THE USE OF SUCH TICKET BETWEEN ANY POINTS WHERE THE CARRIAGE OF TRAFFIC IS PROHIBITED,

THEREFUND, IF ANY, WILL BE DETERMINED AS IF SUCH TICKET HAD BEEN USED TO A POINT BEYOND WHICH WOULD NOT RESULT IN THE VIOLATION OF CARRIER'S OPERATING RIGHTS OR PRIVILEGES. THE PASSENGER WILL BE REFUNDED THE DIFFERENCE BETWEEN THE FARE PAID FROM THE POINT OF ORIGIN TO SUCH FARTHER POINT AND THE TOTAL FARE PAID, LESS ANY APPLICABLE CHARGES OR FEES

(C) INVOLUNTARY

WHERE REFUND IS AUTHORIZED BY VS OR WHERE A TICKETED PASSENGER REFUSED CARRIAGE PURSUANT TO THE PROVISIONS OF RULE 25 (REFUSAL TO TRANSPORT-LIMITATIONS OF CARRIAGE)-INVOLUNTARY REFUNDS: (SEE ALSO RULE 80 (INVOLUNTARY REVISED ROUTINGS)). 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 CARRIAGE). INVOLUNTARY REFUNDS WILL BE COMPUTED AS FOLLOWS:

- (a) WHEN NO PORTION OF THE TICKET HAS BEEN USED, THE AMOUNT OF REFUND WILL BE EQUAL TO THE FARE PAID.
- (b) WHEN A PORTION OF THE TICKET HAS BEEN USED, THE AMOUNT OF REFUND WILL BE:
  - (i) 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 STOP-OVER POINT NAMED ON THE TICKET OR TO THE POINT AT WHICH TRANSPORTATION IS TO RESUME, VIA:
    - (aa) THE ROUTING SPECIFIED ON THE TICKET, IF THE POINT OF TERMINATION WAS ON SUCH ROUTING; OR
    - (bb) 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
  - (ii) THE DIFFERENCE BETWEEN THE FARE PAID AND THE FARE FOR THE TRANSPORTATION USED, WHICHEVER IS HIGHER
  - (iii) SERVICE CHARGES WILL NOT BE IMPOSED AND REASONABLE RESERVATIONS COMMUNICATION EXPENSES OF THE PASSENGER WILL BE ASSUMED PROVIDED THAT IN CASE OF CANCELLATIONS REQUIRED FOR SAFETY OR LEGAL REASONS OR CAUSED BY THE CONDITION OR CONDUCT OF THE PASSENGER, SUCH CHARGES MAY BE IMPOSED AND SUCH EXPENSES MAY BE REFUSED
  - (iv) 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 THE DIFFERENCE BETWEEN THE HIGHER AND LOWER FARES FOR THESE ROUTED SECTIONS OR THE AMOUNT CALCULATED IN ACCORDANCE WITH PARAGRAPH CB ABOVE, WHICHEVER IS HIGHER

(D) LOST TICKET

THE FOLLOWING PROVISIONS WILL GOVERN REFUND OF A LOST TICKET OR UNUSED PORTION OF:

- (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 OF, 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 VS HARMLESS AGAINST ANY AND ALL LOSS, DAMAGE, CLAIM OR EXPENSE, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY FEES, WHICH VS 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
- (2) THE AMOUNT OF THE REFUND FOR LOST TICKETS SHALL BE THE DIFFERENCE BETWEEN THE TOTAL AMOUNT PAID FOR THE CARRIAGE, INCLUDING ANY REPLACEMENT TICKET, AND THE COST OF THE CARRIAGE ACTUALLY USED
- (3) REFUND WILL NOT BE MADE IN LESS THAN FOUR (4) MONTHS AFTER RECEIPT OF PROOF OF LOSS SATISFACTORY TO CARRIER
- (4) THE FOREGOING PROVISIONS SHALL ALSO APPLY TO THE LOST MISCELLANEOUS CHARGE ORDERS, DEPOSIT RECEIPTS AND EXCESS BAGGAGE TICKETS OR OTHER SURCHARGE TICKETS

(E) PAYMENT

VS SHALL BE ENTITLED TO MAKE REFUND EITHER TO THE PERSON NAMED IN THE TICKET, OR TO THE PERSON WHO HAS PAID FOR THE TICKET, UPON PRESENTATION OF SATISFACTORY PROOF OF SUCH PAYMENT.