

DOMESTIC TARIFF

Provisions for aircraft WITH UP TO 29 PASSENGER SEATS

TARIFF CONTAINING RULES APPLICABLE TO SCHEDULED
SERVICES FOR THE TRANSPORTATION OF PASSENGERS AND
BAGGAGE OR GOODS BETWEEN POINTS IN CANADA

CHECK SHEET

Original and revised pages as named below, contain all changes from the original tariff, effective as of the date shown thereon:

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PART 1



General Tariff Information

Part 1 – General Tariff Information

**EXPLANATION OF ABBREVIATIONS,
REFERENCE MARKS AND SYMBOLS**

CTA..... Canadian Transportation Agency

Cont'd Continued

No..... Number

\$..... Dollar(s)

[R] Denotes reductions

[A] Denotes increases

[C] Denotes changes which result in neither increases or reductions

[X] Denotes cancellation

[N] Denotes addition

CAD Canadian

N/A..... Not Applicable

RULE 1. DEFINITIONS

In this tariff, the following words shall have meanings set out below:

“Affected Flight” means the flight involved in a schedule irregularity.

"Baggage" means any good that is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

“Boarding Time Deadline” is the time specified by the carrier by which the passenger must be present at the designated boarding area of their flight.

"Canada" means the ten provinces of Canada, the Yukon Territory, the Districts and Islands comprising the Northwest Territories of Canada and Nunavut.

"Carrier" means KD AIR Corporation

“Check-In Deadline” is the time limit specified by the carrier by which the passenger must have completed check-in formalities.

"Charterer" means a person, firm, corporation, association, partnership, or other legal entity who contracts for the transportation of passengers and baggage, or goods and/or property from a specified origin to a specified destination, for a particular itinerary, agreed upon in advance.

"Destination" means the ultimate stopping place according to the contract of carriage as shown on the ticket. In round trip itineraries, the destination and the origin are the same.

“Force Majeure” means any unforeseeable circumstances beyond the carrier’s control, the consequences of which could not have been avoided even if all due care had been exercised including, but without limitation, meteorological and geological, air traffic control delay conditions, acts of God, strikes, riots, shortage of fuel or facilities, or labour disputes, either actual, threatened or reported.

“Involuntary Refunds” means a refund of an unused ticket or portion thereof, or an unused miscellaneous chargers order required as a result if the carrier cancelling a flight failing to operate a flight according to schedule, failing to stop at a point to which the passenger is destined or is ticketed to stop over, or causing the passenger to miss a connecting flight, being unable to provide previously confirmed space, substituting a different type of equipment or class of service or where, because of safety or legal requirements or the condition or conduct of the passenger, carriage is refused.

“Itinerary/Receipt” means a travel document or documents the carrier or its agent issues to the passenger travelling on a ticket. The itinerary/receipt contains the passenger’s name, flight information and notices relevant for the journey. This document is to be retained by the passenger during the entire journey.

“Minor” means a person who has not reached his/her 2nd birth day on the date that travel commences.

"Goods" means anything that can be transported by air including animals.

"Live Flight" means the movement of an aircraft with payload from the point of take-off to the first point of landing thereafter (intermediate technical or fuel stops excepted).

“Open Ticket” means a ticket that is issued to a passenger without the passenger having specified or made a decision concerning the date of travel. Travel is subject to a specific flight being selected to travel on, an actual reservation for space being confirmed in the carrier’s reservation system, a boarding pass being issued and the passenger meeting all carrier-imposed restrictions.

"Origin" means the point from which a flight commences with payload to be transported.

"Passenger" means a person, other than a member of the air crew who uses the air carrier’s domestic service by boarding the air carrier’s aircraft pursuant to a valid contract.

“Person with a Disability” includes any person who, by virtue of a locomotor, sensory, intellectual, or other impairment, or a mental health condition requires services or assistance beyond those normally offered by the carrier to meet their disability-related needs.

“Reservation” is a record, either in paper form or in electronic form, of the accommodation held by a passenger on a given flight. The reservation would specify the date and times of travel, flight number and the class of service to be provided to the passenger.

“Schedule Irregularities” means the following:

- a) Delays in the scheduled departure or arrival of the carrier’s flight resulting in the passenger missing his/her onward connecting flight(s) or any other delay or interruption in the scheduled operation of the carrier’s flight of;
- b) Cancellation of flight, or omission of a scheduled stop, or;
- c) Substitution of aircraft or of a different class of service, or;
- d) Schedule changes which require rerouting of a passenger at departure time of his or her original flight.

“Service Animal” means an animal that is required by a person with a disability for assistance and is certified, in writing, as having been trained by a professional service animal institution to assist a person with a disability and which is properly harnessed in accordance with standards established by a professional service institution.

“Tariff” means a schedule of fares, rates, charges or terms and conditions of carriage applicable to the provision of an air service and other incidental services.

"Traffic" means any passengers or goods that are transported by air.

"Unchecked Baggage" means any baggage (carry-on) accompanying the passenger other than checked baggage.

"Voluntary Refunds" means a refund of an unused or partially used ticket or an unused miscellaneous charge order for reasons other than those mentioned under the definition of an involuntary refund.

RULE 2. APPLICATION OF TARIFF

(A) GENERAL

- (1) This tariff is applicable to the transportation of passengers and their baggage or goods using aircraft operated by KD AIR Corporation.
- (2) Unless the fare rule governing a specific fare basis code applicable to the transportation purchased by the passenger states otherwise, the general rules contained in this tariff will apply.
- (3) With the approval of the Agency, the carrier may enter into code-share agreements with other air carriers whereby it will market, as its own, flights operated by those other carriers. In such cases, this tariff is applicable to the transportation of passengers and their baggage on all flights operated by other carriers yet marketed and sold as KD Air Corporation.
- (4) The contents of this tariff constitute the contract between the carrier and the passenger (or charterer). Should and any other document issued or posted by the carrier, this tariff will prevail.
- (5) No agent, employee or representative of the carrier has the authority to alter, modify or waive any provisions of this tariff.
- (6) The carrier's rules, regulations and conditions of carriage as found in this tariff are subject to change without notice only when required by application laws, government regulations, orders ad requirements.

(B) PASSENGER RECOURSE

Any compensation offered to passengers is found in this tariff and is subject to applicable government regulations.

In the case of dispute with the air carrier, passengers should, as the first recourse, try to resolve any problem by dealing directly with the carrier. If the passenger has attempted to resolve a complaint with the carrier and is still not satisfied, the passenger may take the matter to either the Canadian Transportation Agency or the appropriate court, as the passenger prefers.

RULE 3. PROTECTION OF PERSONAL INFORMATION

(A) ACCOUNTABILITY

The carrier is responsible for personal information under its control.

The carrier uses contractual means to ensure that the passenger's personal information is afforded protection whenever a third-party service provider is used to perform services on the carrier's behalf, including without limitation, services relating to information technology, data processing and storage, research, marketing, conducting surveys and customer relations. In some cases, these third-party service providers may be located outside Canada and may be required to disclose information to the government authorities in those countries.

Should the passengers have any questions regarding the carrier's policy with respect to the protection of personal information, the carrier may be contacted at 1-250-752-5884

(B) IDENTIFYING PURPOSE OF COLLECTION

When a passenger purchases an airline ticket or makes a flight booking, or when a third party does so on the passenger's behalf, the carrier will require that certain personal information related to the passenger is provided to the complete the transaction. This may include the passenger's name, gender, address, e-mail address, telephone number, and information related to the passenger's form of payment. This information is required to identify the passenger, in order to contact the passenger, and to complete the purchasing process.

INFORMATION REQUIRED BY GOVERNMENT AUTHORITIES

There may be a situation in which a carrier is required by government authorities to collect, use or disclose personal information about a passenger, without the passenger's knowledge or consent. Information that carriers are required to collect by government authorities, as a result of the passenger's boarding location and destination, may include: the passenger's full name; date of birth; citizenship; gender; passport number and country of issuance; visa number; permanent resident card number; the means by which the passenger paid for his or her flight; details as to how it was booked; and any other personal information collected by the carrier as set out in this policy or as required by such government authority.

(C) CONSENT

The carrier will collect, use and disclose personal information about the passenger with the passenger's knowledge and consent, unless otherwise required or allowed by law. Prior to collecting personal information, the carrier will identify the purpose for doing so and limit the collection, use and disclosure of personal information to those purposes.

Generally, the carrier will collect personal information from the passenger, and use it and disclose it with consent received from the passenger or from someone on the passenger's behalf.

If the carrier identifies a new purpose for using or disclosing the passenger's personal information, unless otherwise required by law, the carrier will contact the passenger to obtain his or her consent for the new use or disclosure and the carrier may use the passenger's contact information, including the passenger's e-mail address, to do so.

WITHDRAW OF CONSENT

A passenger may withdraw consent at any time, subject to legal or contractual restrictions and reasonable notice. The carrier will inform the passenger of the implications of such withdraw.

THIRD PARTY BOOKINGS AND CHANGES TO BOOKINGS

If a third party, including a family member, friend, or work colleague, seeks to make a booking on a passenger's behalf, that third party may be asked to provide the carrier with the same personal information that the carrier would normally collect from the passenger directly in order to complete the transaction. Unless and until the carrier is advised otherwise, the carrier considers that such a third has the passenger's consent and authorization to provide the carrier with the passenger's personal information and make bookings (and changes thereto) on the passenger's behalf in accordance with the carrier's privacy policy set out in this tariff. Please note that the collection, use and disclosure of the passenger's personal information by a third party is subject to the passenger's dealings with the third party and any applicable privacy policies and practices the third party may have.

If a third part who has booked the passenger's current flight or other travel service or who otherwise has the passenger's full name and booking reference, contact the carrier and seeks information on the passenger's booking or wishes to make changes to it, the carrier will disclose the passenger's booking information. The carrier will also allow such third party to make changes to the passenger's booking as the carrier will conclude that the passenger has given the third party his or her consent to do so. If the passenger does not want a third party to be able to obtain the information on or make changes to the passenger's booking, the passenger should not share the passenger's booking reference with the third party.

(D) LIMITING COLLECTION

The carrier will limit the collection of the personal information to that which is necessary to fulfill the purpose for which it was identified by the carrier.

Passengers who do not wish to be contacted about special offers or for marketing, research, and survey purposes or any other reason not directly linked to the provision of purchased services on a specific flight, should advise the carrier of their preference at the time of booking.

(E) LIMITING USE, DISCLOSURE AND RETENTION

The knowledge and consent of the passenger are required for the collection, use, or disclosure of personal information. If the carrier uses personal information for a new purpose, the carrier must document it, inform he passenger and obtain the passenger's consent once again.

The carrier will not use or disclose the passenger's personal information for purposes other than those used for which it was collected without the passenger's consent of as required by law. The passenger should understand that all carriers are required by security laws in several countries to give border control agencies access to passenger data. Accordingly, any information that the carrier holds about a passenger and his or her travel arrangements may be disclosed to the appropriate authorities of any country on the passenger's itinerary. Passenger information is retained for as long as necessary to fulfill the purposes for which it was collected or as required by law. Afterward, the information is destroyed, erased or made anonymous.

(F) ACCURACY

Personal information will be as accurate, complete, and up-to-date as is necessary for the purposes for which it is to be used.

The carrier will provide the means to ensure that a passenger can update his/her personal information when necessary to do so.

(G) CHALLENGING COMPLIANCE

A passenger will be able to inquire or complain to the carrier about its compliance with its practices relating to the management of personal information. Inquires or complaints may be sent to the designed individual(s) accountable for the carrier's compliance at the following address:

18799 Airport Way
Pitt Meadows, BC
V3Y 1P9



BEFORE DEPARTURE

PART 2 – BEFORE DEPARTURE FARES AND CHARGES

RULE 4. APPLICATION OF FARES AND CHARGES

(A) GENERAL

Applicable fares are those published by or on behalf of the carrier or, if not published, constructed in accordance with the carrier's tariff.

Fares and charges will apply only to air transportation between the points named on the ticket. Ground transfer services, unless otherwise specified in **Rule 16: Ground Transfer Services**, will be arranged by the passenger and at his/her own expense and are not subject to the terms of this tariff.

(B) FARES IN EFFECT

1. Subject to government requirements and this tariff:
 - a) Applicable to transportation within Canada or transportation which originates in Canada

No increase in fares and charges will be collected or more restrictive conditions of carriage (including those related to baggage) applied in the event that an increase in fares and charges occurs or more restrictive conditions are imposed between the date of ticket issuance and the date of travel, provided:

- (i) The ticket is issued with confirmed reservations from a point of origin in Canada at fares and charges applicable on the date of ticket issuance for the date of commencement of travel; and,
- (ii) The confirmed ticketed reservations are not changed at the passenger's request. Should the passenger request a change to the ticketed reservations then the passenger will be obliged to pay the difference in the fares or be subject to the more restrictive conditions imposed as a result of the change; and
- (iii) Sale occurs, and the ticket is issued in Canada
If, after a ticket has been issued, a decrease in fares and charges applicable to the transportation covered by the ticket becomes effective, no refund in whole or in part of the original fare will be permitted with the fare.

(C) ROUTING

1. Fares apply only to their associated routing. If there is more than one routing associated with a fare, the passenger, prior to their ticket being issued, may specify the routing they prefer. If no routing is specified, the carrier may determine the routing.
2. Where a fare is purchased from point of origin to the point where return travel commences, and that fare is less than a fare to an intermediate point en route, the fare charged must be increased to at least the minimum fare applicable to any higher cost intermediate points.

(D) TAXES AND CHARGES

Any tax or charge imposed by government or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and will be payable by the passenger.

(E) CURRENCY OF FARES

All fares and charges stated are in Canadian dollars.

RULE 5. TAXES**(A) GENERAL**

1. Taxes imposed by governments are payable by the passenger and are in addition to the published or constructed fare.
2. At the time of the ticket purchase, the passenger will be advised by the carrier of all the taxes appearing on the ticket
3. Taxes will be shown separately on the ticket
4. The conditions under which taxes are imposed, collected or refunded are established by the taxing authority (domestic or foreign) and in all cases will be respected. As a result, the carrier will either collect new or higher amounts or refund all or portion of the tax paid based on the conditions imposed by the taxing authority.

RULE 6. METHODS OF PAYMENT**(A) GENERAL**

The following is a list of payment options accepted by the carrier for the payment of tickets and services offered by the carrier:

1. Cash in CAD
2. Credit card (not all visa debit cards accepted)
3. Bank debit card, where facilities permit
4. Cheque in CAD (subject to being declined)
5. Open Credit with carrier

Rule 7. CAPACITY LIMITATIONS**(A) GENERAL**

1. A reservation for space on a given flight is valid only when the availability and allocation of that space is confirmed by the carrier and the passenger has paid the appropriate fare and a ticker has been issued for that space.
2. On any given flight, the carrier may limit the number of passengers carried at any given fare. All fares will not necessarily be available on all flights. The number of seats which the carrier shall make available on a given flight will be determined by the carrier's best judgement as to the anticipated total number of passengers on each flight.

RULE 8. RESERVATIONS**(A) GENERAL**

1. A reservation for space on a given flight is valid when the availability and allocation of the space is entered into the carrier's reservation system and a confirmation number/code is obtained which authenticates the reservation.
2. The carrier will only issue a ticket against a valid reservation. Subject to payment or other satisfactory arrangement and passenger compliance with the check-in time limits set out in section (E) below, a ticket will be issued to the passenger by the carrier or agent of the carrier indicating that the passenger is holding confirmed space for the flight(s) shown on the ticket. The ticket will only apply between the points named on the ticket presented.

(B) CANCELLATION OF RESERVATIONS

The carrier will cancel reservations of any passenger:

1. To comply with any government regulations; or,
2. To comply with any government request for emergency transportation; or,
3. Due to force majeure, or
4. When the passenger has failed to meet check-in requirements set out in paragraph (E) below.

If a carrier does cancel a passenger's reservation due to (B) 1-3 the passenger may take advantage of the provisions found in **Rule 19. Passenger Rights.**

(C) PASSENGER'S RESPONSIBILITY

The passenger must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance and the departure process while meeting the time limits detailed in (E) below. Flights will not be delayed for passengers who have not completed any of these pre-boarding requirements. The carrier will not be liable for loss of expense due to the passenger's failure to comply with is provision.

(D) FAILURE TO OCCUPY SEAT

If the passenger does not occupy space which has been reserved by/for him/her and the carrier is not notified of the cancellation of such reservation up to and until the scheduled departure of that particular flight, the carrier will cancel all continuing or return reservations held by the passenger and will not be liable for doing so other than to refund the passenger's ticket in accordance with the applicable fare rule and **Rule 23, (C) Voluntary refunds.**

(E) CHECK-IN TIME LIMITS

Recommended Check-In time	Check-In/baggage drop-off deadline	Boarding gate deadline
45 minutes	30 minutes	15 minutes

NOTE: If certain circumstances require a passenger to check-in or present themselves at the boarding gate earlier than the above deadlines, carriers should set out such circumstances and the related deadlines (IE to reflect additional time that might be needed to prepare and board a person with disabilities' power wheelchair at certain airports.)

***Recommended check-in time:** To ensure that the passenger has plenty of time to check in, drop off checked baggage and pass through security, the above table sets out how much in advance of the flight's departure time the passenger should check in. IE if the passenger's flight from Vancouver leaves at 4:15pm, the carrier recommends that the passenger check in at 3:30pm (45 minutes before the flight)

****Check-in and baggage drop-off deadline:** The passenger must have checked in and checked all baggage at the counter before the check-in deadline for their flight. IE: if the passengers flight to Vancouver leaves at 10:00am the passenger is required to have checked in all baggage with the carrier by 9:30am (30 minutes before flight)

*****Boarding gate deadline:** The passenger must be available for boarding at the boarding area by the boarding gate deadline. IE if the passengers flight from Qualicum Beach Leaves at 1:00pm then the passenger must be in the boarding area by 12:45pm

If the passenger fails to meet the time and limits specified in the above chart, the carrier may reassign any pre-reserved seat and/or cancel the reservation of the passenger and the carrier may not be able to transport the passenger's baggage. The carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision.

NOTE: It is recommended that the passenger provide the carrier with a point of contact (e-mail address and/or telephone numbers) in case the carrier must communicate with the passenger prior to his/her departure or at any point during the passenger's itinerary. A carrier has an obligation to make a reasonable effort to inform its passengers of any delays or schedule changes.

RULE 9. ROUTING

(A) APPLICATION

1. A routing is applicable only to the fares which are specifically associated with it.
2. A routing may be travelled via ant or all of the cities in the area
3. All or part if the applicable routing may result in non-stop travel
4. All routings are applicable in either direction, unless otherwise restricted

RULE 10. BAGGAGE ACCEPTANCE

(A) APPLICABILITY

This rule applies to all baggage transportation.

(B) GENERAL CONDITIONS OF ACCEPTANCE OF CHECKED AND UNCHECKED BAGGAGE

1. Checked Baggage

- a. Checked baggage will be carried on the same aircraft as the passenger unless the baggage is delayed, or the carrier decided that it is impractical to carry the baggage on the same aircraft. In case of delay, the carrier will take necessary steps to inform the passenger on the status of the baggage, ensure the passenger has their incidentals covered or an overnight kit is provided as practicable unless applicable laws require the presence of the passenger for customs clearance.

NOTE: This provision does not apply to aids for persons with disabilities.

2. Unchecked Baggage (Carry-on Baggage)

- a. Unchecked baggage must be within the carrier’s size and weight limits to be taken onboard the aircraft.
- b. Unchecked baggage must fit under the seat located in front of the passenger (not all seats have this) or handed to the pilot to place behind all passenger seating secured.

NOTE: This provision does not apply to aids for persons with disabilities.

(C) FREE BAGGAGE ALLOWANCE

Checked Baggage

Maximum Number of Bags Permitted	Weight Per Bag	Dimension per Bag
1	40 pounds	62 Linear Inches (length + width + height) Including handles and wheels

Unchecked Baggage

Maximum Number of Bags Permitted	Weight Per Bag	Dimension per Bag
1	10 pounds	Dimensions must not exceed 18 x 14x 8 inches

- a. If a passenger exceeds the maximum number of bags permitted and/or the maximum weight allowed for each bag or the maximum dimensions permitted for each checked or carried on bag, the passenger will be subject to the excess baggage charges set out in the chart in paragraph (E)

(D) COLLECTION AND DELIVERY OF BAGGAGE

1. The passenger has the right to retrieve his or her baggage without delay
2. The passenger will collect their baggage upon disembarking the aircraft from the pilot. Evidence that that carrier delivered the baggage in good condition.

(E) EXCESS BAGGAGE

Baggage in excess of the free baggage allowance will be accepted by the carrier upon payment of the applicable charge. The charge for the excess baggage is payable prior to departure at the point of check-in

Note: This provision does not apply to aids for persons with disabilities.

Overweight/Oversize	Charge per pound
62 Linear Inches (length + width + height) Including handles and wheels	\$1/lbs (prior to tax)

Note: Upon available space golf clubs are possible to travel with the carrier.

(F) ITEMS UNACCEPTABLE AS BAGGAGE

The following are unacceptable as baggage and will not be transported by the carrier:

1. Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over.
2. Items which are likely to endanger the aircraft or persons or property on board the aircraft. These unacceptable items are specified in the International Civil Aviation Organization Chart (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations.
3. Items, which in the carrier’s opinion, are unsuitable for carriage because of their weight, size or character, IE Fragile or perishable items
4. Live animals except as provided in **Rule 14, Acceptance of Animals** (Service animals and pets)
5. Firearms and ammunition other than for hunting or sporting purposes are prohibited from carriage as baggage. Firearms and ammunition for hunting and sporting purposes will be accepted as checked baggage provided the firearms are not loaded, the safety catch is in the “on” position and the firearms are suitable packed. The carriage of ammunition is subject to the ICAP and IATA regulations mentioned above.
6. Weapons such as antique firearms, swords, knives, and other similar items may be accepted as checked baggage at the carrier’s discretion, provided they are suitable packed.

(G) RIGHT TO REFUSE CARRIAGE OF BAGGAGE

1. The carrier will refuse to carry as checked baggage any bag that the carrier has discovered to contain any unacceptable item mentioned above and when the passenger fails to provide the carrier with prior notice that they wish to carry such an item.
2. The carrier will, at its sole discretion, refuse to carry any baggage because of its size, shape, weight, or character.
3. Unless advance arrangements have been made with the carrier, the carrier may carry on later flights baggage which is in excess of the free baggage allowance.
4. The carrier will refuse to carry checked baggage if it determines that the baggage has not been properly and securely packed in suitable suitcases or containers.
5. No Bicycles

NOTE: This provision does not apply to aids for persons with disabilities

(H) RIGHT OF SEARCH

The carrier may request the passenger to permit a search to be conducted of his/her person and baggage. The carrier may search baggage in the passenger's absence. The purpose of any search is to ensure aircraft and passenger safety, security, and to determine whether the passenger refuses to comply with the request for search, the carrier may refuse to carry the passenger and/or his/her baggage.

PART 3



AT THE AIRPORT/DURING TRAVEL

PART 3 – AT THE AIRPORT/DURING TRAVEL**RULE 11. ACCEPTANCE OF CHILDREN FOR TRAVEL****(A) GENERAL**

1. Infants and children under twelve years of age, accompanied in the same cabin by a passenger sixteen years of age or older, will be accepted for transportation.
2. Persons entrusted with the care of infants and children must be capable of discharging this duty.

Infants

1. Infants under two years of age on the date of travel do not require a seat.
2. For travel within Canada infants under two years of age do not require a ticket.
3. Only one infant under the age of two years may be held in the lap of an accompanying passenger sixteen years of age or older.
4. No single passenger shall be responsible for more than one infant whether the infant is help on the lap of an accompanying passenger or a seat has been purchased for the infant and the infant is secured in an approved child restraint system (car seat).
5. An infant under two years of age at the time of departure but reaching his/her second birthday during the continuing/return flight(s) will require a seat and must pay the applicable fare for the continuing/return flight(s).
6. Infants under two years of age occupying a seat must be properly secured in a Transport Canada approved child restraint device.

Children

1. All children, two years of age or older, must be ticketed and assigned a seat.
2. All children, twelve years of age or older, will be able to travel unaccompanied without supervision and will be considered to be an adult for fare purposes.
3. All children, sixteen years of age or older, may accompany other infants and children under twelve years old and will be considered as adults for the purposes of travel and will be charged the applicable adult fare.

(B) ACCEPTANCE OF INFANTS AND CHILDREN

Age	Accepted	Conditions
0 days to 23 months (infant)	Yes	<p>Only one infant is permitted per adult passenger. The infant may travel free of charge when the infant is held on an accompanying adult's lap.</p> <p>An infant for whom a seat is purchased must be properly secured in an approved child restraint device and will be assessed the applicable fare.</p>
2 to 17 years old (child)	Yes	<p>The passengers are considered to be a child for the purpose of air travel and will pay the applicable child's fare if available, when accompanied by a ticketed passenger eighteen years of age or older for the entire trip.</p> <p>These passengers must be either supervised by a passenger of eighteen years or older or use the carrier's unaccompanied minor services.</p> <p>The use of an approved child restraint device is optional for children age two and up.</p>
18 years and older	Yes	<p>The passengers are considered to be adults for the purpose of air travel and will pay the applicable adult fare.</p> <p>These passengers are eligible to travel unaccompanied and unsupervised. Furthermore, they may accompany infants/children 0 days to 17 years old.</p>

(C) DOCUMENTATION

1. For travel within Canada, passengers under 18 years of age must carry identification such as a passport; an original birth certificate or a non-government ID (ie student card)
2. In addition to the above, the carrier may require presentation of the following documents when children are accompanied by an adult.
 - a. Documents establishing legal custody;
 - b. Parental consent letter authorizing travel;
 - c. Death certificate if one parent is deceased;
 - d. Any other documentation required by the country of destination.

(D) UNACCOMPANIED MINORS

For complete details on minors travelling unaccompanied refer to Rule 12

RULE 12. UNACCOMPANIED MINORS**(A) GENERAL**

1. For purposes of this rule, “guardian” is any adult/parent having responsibility over the welfare of a minor.
2. The carrier offers a supervision service called the Unaccompanied Minor Services (UM Service) for all minors who have achieved the minimum age. This service is either mandatory or optional, depending upon the age of the minor.

(B) AGE RESTRICTIONS

1. Minors under five years of age are not eligible to the UM service and must always be accompanied by a person aged sixteen or older when travelling. The accompanying passenger must occupy a seat in the same cabin as the minor.
2. Minors aged between five and eleven years of age may only travel unaccompanied if they are using the UM service, outlined below.
3. Minors from age twelve and up to maximum of seventeen years of age can also use the UM Service at the request of their guardian. Please note, however that if a guardian requests the UM Service for a minor between these ages, all travel restrictions applicable to the UM service will apply.

(C) TRAVEL RESTRICTIONS

The UM Service is available on:

- a. Non-stop flights; or
- b. Direct flights (a direct flight makes a stop but there is no change of the aircraft)

(D) FARES AND CHARGES

1. Unaccompanied minors travelling on the UM service provided by the carrier will be subject to the applicable adult fare.
2. A charge of \$25.00 CAD per minor, in each direction, will be applied for using the UM service.
3. When two or more minors are travelling together, only one UM Service charge in each direction will apply.
4. The charge is non-refundable and is subject to application taxes.

(E) CONDITIONS OF APPLICATION FOR UNACCOMPANIED MINORS TRAVEL

1. Arrangements and registration for the UM service must be completed as follows:
 - a. Booking and payment must be 24+ hours prior to date of flight
 - b. UM form must be completed upon check-in
2. The minor must be brought to the airport of departure by guardian who remains with the minor until the carrier starts providing supervision. The guardian will complete all the required documents which will include providing the carrier with satisfactory evidence that the minor will be met by another parent, guardian or other responsible adult. The guardian who will be meeting the unaccompanied minor at the airport of arrival must have photo identification which will allow the carrier personnel to identify this person as the appropriate person designated to meet the minor.
3. The guardian will be required to remain at the airport of the departure until the aircraft has departed.
4. In case of an emergency, the guardian must provide the carrier with the name and phone number of a person who can be contacted during the time the minor is in the carrier's care.
5. Unaccompanied minors aged five through eleven years old will not be accepted if the flight on which the minor holds a reservation is expected to terminate short of or bypass the minor's destination.
6. Once the minor is under the carrier's care, the minor will be provided supervision by the carrier until he/she is met at the destination by a guardian who can confirm to the carrier personnel by means of photo identification that they are the person(s) designated to meet the minor.
7. Confirmed reservations must be booked for unaccompanied minors. Standby travel is not permitted.
8. A minor with a medical condition or a minor with a disability may not be accepted for travel unaccompanied. Medical clearance may be required for any UM Service to be offered to a minor with a medical condition or a disability.

NOTE: For provisions related to Medical Clearance, refer to Rule 13 or 14

(F) CARRIER'S LIMITED RESPONSIBILITY

With the exception of the service specifically provided to an unaccompanied minor in this rule, the carrier will not assume any financial or guardianship responsibilities for the unaccompanied minor beyond those applicable to an adult.

RULE 13. CARRIAGE OF PERSONS WITH DISABILITIES

(A) ACCEPTANCE FOR CARRIAGE

The carrier will make every effort to accommodate a person with a disability and will not refuse to transport a person solely based on his/her disability. In instances when refusing transportation to a person with a disability is necessary, the carrier will offer to provide a written explanation to the person for the decision to refuse carriage at the time of refusal.

(B) ACCEPTANCE OF DECLARATION OF SELF-RELIANCE

Except for applicable safety-related rules and regulations, 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 the person with a disability is not accompanied by a personal attendant or based on the assumption that the passenger may require assistance from carrier employees in meeting the passenger’s needs such as assistance with eating, using the washroom facilities or administering medications which are beyond the range of services that are normally offered by the carrier.

(C) MEDICAL CLEARANCE

A carrier will not automatically require a medical clearance for persons with disabilities as a condition of travel. Rather, a carrier may, in good faith and using its reasonable discretion, determine that a person with a disability requires medical clearance where their safety or well-being, in terms of which things as assistance with eating, using the washroom facilities, or that of other passengers is in question. There a carrier refuses to transport a passenger for such reasons, a written explanation must be provided at the time of refusal. When medical clearance is required, a carrier may assess a person’s fitness to travel based on information and/or documentation submitted by the person with a disability (such as a note from the person’s physician or healthcare professional)

(D) ACCESSIBLE SEATING

The carrier will provide the person with a disability with the most accessible seat in the aircraft. The carrier will consult with the person to determine which seat is the most accessible to meet the specific disability-related needs. For safety/security reasons some seats may not be available. Persons with disabilities and their attendants, who will meet the persons’ disability-related needs, will be seated together.

(E) ACCEPTANCE OF AIDS

1. The carrier will carry as priority baggage, in the cabin where possible, the following mobile aids:
 - a. A wheelchair (except when the aircraft does not permit carriage of the mobility aid)
 - b. A walker, a cane, crutches or braces;
 - c. A device to facilitate communication; and/or
 - d. Any prosthesis or small medical device.Where possible the carrier will allow persons with disabilities to retain any items outlined in (b), (c), or (d) at their seat.
2. Where the aircraft design does not permit the carriage of the aid, the carrier will advise the person with a disability of alternate transportation arrangements that the person may make to transport the aid, or to travel with the aid
3. Providing the aircraft can carry the aid, the carrier will:
 - a. Disassemble and package, where necessary, the aid for transportation and the assemble the aid upon arrival; and
 - b. Return the aid promptly up arrival
4. Where the facilities, the tarmac, and the weather conditions permit, the carrier will allow a manually-operated wheelchair to be used to reach:
 - a. The boarding gate;
 - b. The stairs of the aircraft; or
 - c. The door of the aircraft (for aircraft accessible via a boarding system).

NOTE: For provisions related to the limitations of the liability regarding loss of, damage to, or delay in delivering mobility aids refer to **Rule 22, Limitations of Liability**.

(F) ACCEPTANCE OF SERVICE ANIMALS

The carrier will accept for transportation, without charge, a Service Animal required to assist a person with a disability provided the animal is properly harnessed and certified in writing, as being trained by a professional service animal institution. For the comfort of all passengers, the carrier staff will determine, in consultation with the person with a disability, where the person and service animal will be seated. The carrier will assign a seat to the person which provides sufficient space for the person and the service animal and the carrier will permit the service animal to accompany the passenger with a disability on board and to remain on the floor/seat in an area where the person can still exercise control over the animal.

Note: For provisions related to limitations of liability regarding Service Animals.

(G) SERVICES TO BE PROVIDED**At time of reservation**

When a person identifies himself/herself as a person with a disability, the carrier will:

1. Describe the type of equipment and services available to accommodate persons with disabilities.
2. Discuss both the level of accessibility and the limitations of the aircraft, the tarmac, the facilities and the availability of boarding equipment for the available services to accommodate that person's disability-related needs; and
3. Note, and offer to confirm in writing, services to be provided as soon as possible after the reservation has been made and before the flight.

At time of travel

1. Where a request for a service is made in advance of travel, the carrier will make every effort to provide the following:
 - a. Assistance to check-in;
 - b. Assistance to reach the boarding area;
 - c. Assistance to board and deplane;
 - d. Assistance with baggage
 - e. Assistance to transfer to/from a mobility aid;
 - f. Assistance to transfer to/from a passenger seat;
 - g. Inquiring, from time to time after check-in, about the need of a person who is not independently mobile and attending to those needs when the services required are usually provided by the carrier.
 - h. Limited assistance with beverages and snacks – such as opening packages and identifying items.
 - i. Assistance to proceed to the general public area or to a representative of another carrier.
 - j. Any additional service to accommodate a person's disability-related needs.

When boarding and deplaning

The carrier will, upon request, board and deplane persons with disabilities using specialised equipment whenever possible. As a last recourse, a person may be carried by hand to enplane and deplane if the following applies:

1. Restrictions inherent to the aircraft or the tarmac prevent the use of any other boarding/deplaning method;
2. The person agrees to be hand-carried; and
3. This can be done safely.

(H) BOARDING AND DEPLANING

Where a person with disability requests assistance in boarding or seating or in stowing carry-on baggage, and air carrier will allow the person, upon request, to board the aircraft in advance of the other passengers where time permits. The carrier may also require a person, even in the absence of a request to do so, to board the aircraft in advance of other passengers in order that it has sufficient time to provide the requested assistance.

RULE 14 ACCEPTANCE OF ANIMALS (SERVICE AND PETS)

(A) GENERAL

1. Advance arrangements must be made with carrier before any animal will be accepted for carriage as either checked or carry-on baggage.
2. The carrier will accept for carriage animals/pets such as domestic dogs, cats, ferrets, rabbits, and birds, as either checked or carry-on baggage provided the animal(s) is/are accompanied by a passenger, in compliance with the IATA Live Animal regulations.
3. Animals must be contained in a clean, leak/escape proof cage or container/kennel with adequate space for the comfort of the animal. The cage or container/kennel must be approved by the carrier.
NOTE: This provision does not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers.
4. An animal and its container will not be included in the passenger's free baggage allowance. Excess baggage charges will apply, and the passenger will be obligated to pay the applicable charges.
NOTE: This provision does not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers. Service Animal will be carried free of charge.
5. The passenger assumes full responsibility of the animal. Before the animal is accepted for the carriage, the passenger must make all necessary arrangements to obtain valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit. In the absence of such documentation, the animal will not be accepted for carriage.
6. When travel involves more than one carrier, the passenger should verify the policy of each carrier involved in the itinerary and ensure and has agreed to carry the animal on its own aircraft.

(B) ANIMALS AS CHECKED BAGGAGE

1. The number of animals carried is limited by aircraft type
2. Due to the climatic conditions, animals will not be accepted during certain periods of the year. These black-out periods will be posted on the carrier's Web site or may be ascertained by contacting the carrier.
3. The maximum size for the container/kennel must not exceed 18"x30"x24"
4. If container/kennel exceed the maximum size and/or maximum weight mentioned in 4 or 5 above, the passenger must make arrangements with the carrier.
5. Charges: The charge for transportation of the animal and container/kennel is \$50.00 (before tax)

NOTE: This provision doe not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers

(C) SERVICE ANIMALS

Service Animals assisting a person with a disability that have been certified in writing as having been trained by a professional service animal institution will be permitted in the passenger cabin of the aircraft.

1. The carrier will accept for transportation without charge a Service Animal to assist a person with a disability. The passenger accompanying the Service Animal will be entitled to the normal free baggage allowance.
2. The carrier, in consultation with the person with a disability who is accompanied by a service animal, will determine where the person with the disability will be seated in order to ensure that adequate space is provided to the person and the service animal.

(D) SEARCH AND RESCUE DOGS

Search and rescue dogs which are properly harnessed will be permitted in the passenger cabin of the aircraft.

1. The carrier will accept for transportation without charge a search and rescue dog. The handler transporting the search and rescue dog for duty will be entitled to the normal free baggage allowance.
2. The carrier, in consultation with the search and rescue dog's handler, will determine where the handler and the dog.

RULE 15 ADMINISTRATIVE FORMALITIES – TRAVEL DOCUMENTS**(A) GENERAL**

1. The passenger is responsible for obtaining all the required travel documents (passports, visas, tourist cards, health certificates, or other appropriate and necessary identification) including those of any children that are accompanied by the passenger.
2. The passenger is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through and also for complying with the instructions of the carriers concerned.
3. The carrier will not be liable for any help or information given either verbally or in writing to the passenger in good faith about proper travel documentation.
4. The carrier will not be liable to the passenger for any consequences resulting from the failure of the passenger to obtain the necessary travel documents or from the failure to comply with the laws, regulations, orders and/or demands of countries to be flown from, into or through.

(B) TRAVEL DOCUMENTS

1. Prior to travel, the passenger must be prepared to submit for inspection to the carrier all the travel documents required.
2. The carrier will have the right to make and retain copies of the travel documents presented by the passenger.
3. As described in **Rule 20, Refusal to Transport**, the carrier reserves the right to refuse transportation to any passenger who fails to present all exit, entry, health,

and other documents required by law, regulation, order, demand, etc.

(C) SECURITY INSPECTION

The passenger shall submit to all necessary security checks by government, airport officials and by personnel of the carrier.

RULE 16 GROUND TRANSFER SERVICES

(A) GENERAL

1. The carrier will provide ground service between Port Alberni (as per purchase of ticket) and will not operate between airports and city centers.
2. Ground services will be provided if re-routing is required due to meteorological conditions.
3. Any effort by an employee, agent or representative of the carrier in assisting the passenger to make arrangements for such ground transfer service shall in no way make the carrier liable for the acts or omissions of such an independent operator.
4. Passengers travelling with children requiring car seats are to provide their own or will be denied transportation.

RULE 17 SCHEDULE IRREGULARITIES

(A) APPLICABILITY

This rule applies to all passengers irrespective of the type of fare on which they are traveling.

(B) GENERAL

1. The carrier will make all reasonable efforts to transport the passenger and his/her baggage at the times indicated in its timetable.
2. Times shown in the timetables or elsewhere are approximate and not guaranteed and from no part of the contract of carriage. The carrier will not be responsible for errors or omissions either in timetables or other representation of schedules. No employee, agent or representative of the carrier is authorized to bind the carrier by any statement or representation regarding the dates or time of departure or arrival, or of the operation of any flight.
3. The carrier will not guarantee and will not be held liable for cancellations or changes to flight times that appear on the passengers' ticket due to force majeure.
4. The carrier will make all reasonable efforts to inform passengers of delays and schedule changes and, to the extent possible, the reason for the delay or change.
5. It is always recommended that the passenger communicate with the carrier either by telephone, electronic devices or via the carrier's Web site to ascertain the flight's status and departure time.
6. In case of schedule irregularities, the carrier will give priority for assistance to a person for the passenger to the next point of stopover shown on the ticket.

(C) PASSENGER OPTIONS – RE-ROUTING OR REFUND

1. Given that a passenger has a right to information on flight times and schedule changes, the carrier will make reasonable efforts to inform passenger of schedule irregularities and to the extent possible, the reason for the schedule irregularities.
2. In the event of a schedule irregularity, within the carrier's control, the carrier will present the passenger with the following options:
 - a. Carry the passenger to the destination named on the ticket, or applicable portion thereof, within a reasonable amount of time, on another of its passenger aircraft or in a different class of service on which space is available, without additional charge, regardless of the class of service in which the passenger was booked; or
 - b. Reroute the passenger to the destination named on the ticket, or applicable portion thereof, on its own transportation services within a reasonable amount of time. If the fare paid by the fare for the revised routing or class of service is higher than the fare paid by the passenger, the carrier will require no additional payment from the passenger.
 - c. If the passenger chooses to no longer travel as the schedule irregularity results in the loss of purpose of travel or if the carrier is unable to perform the option stated in (a) or (b) above within a reasonable amount of time, the carrier will transport the passenger to the point of origin named on the ticket and refund the full amount of the ticket in accordance to Refund, Involuntary Refunds, irrespective if travel has commenced, or subject to passenger's agreement, offer an "Open Credit" for future travel in the same amount;
 - d. Otherwise, should alternate transportation proposed by the carrier not meet the passenger's satisfaction, the carrier will offer an "Open Credit" on non-refundable tickets and a refund equal to the fare and charge paid. If refunded the refund will be made to the purchaser of the ticket(s)

Nothing in the above shall limit or reduce the passenger's right, if any, to claim damages, if any, under the applicable convention, or under the law when neither convention applies.

In addition to the above, the carrier will always consider the needs of the passenger on a case by case basis and take into account all known circumstances to avoid or mitigate the damages caused by the schedule irregularity.
3. In the event of a schedule irregularity, not within the carrier's control (ie Force Majeure), the carrier will provide the following:
 - a. The carrier will offer the passenger the choice to travel on another of its scheduled flights on the same route as the passenger was originally ticketed or to travel on a different routing operated by the carrier to the same ticketed destination.
 - b. Should the alternate transportation proposed by the carrier not meet the passenger's satisfaction, the unused portion of the passenger's ticket(s). Regular fare tickets will be refunded, Special offer (non-refundable) tickets

- will be placed as "Open Credit".
- c. When a refund is requested as a result of a schedule irregularity, the passenger must submit the unused portions of his/her ticket(s) to the carrier no later than 30 days after the validity shown on the ticket(s).

RULE 18. DENIED BOARDING AND OVERBOOKING

(A) APLLICABILITY

1. This rule applies to call passengers irrespective of the type of ticked fare.
2. A passenger who fails to check-in or present themselves at the boarding area within the carrier's check-in deadline and/or boarding time deadline as specified in Rule 8 (E) Check-In Time Limits, will not receive denied boarding compensation, and at the carrier's discretion have their reservations cancelled and will be subject to the terms and condition associated with the fare on which he or she is travelling.

(B) REQUEST FOR VOLUNTEERS

When a situation of denied boarding due to overbooking occurs, the following will apply:

1. The carrier will publically ask for volunteers to relinquish their seats from among the confirmed passengers. At the same time, the carrier will announce what type of benefits passengers will be entitled to should a passenger voluntarily relinquish his/her seat. This request process will take place at the check-in or boarding areas. The carrier will continue to make this request from being involuntarily denied boarding or until it determines that it does not, despite its best efforts, have enough volunteers.
2. Once a passenger has voluntarily relinquished his/her seat, the passenger will not later be involuntarily denied boarding unless he/she has been advised at the time he/she volunteered of such possibility. At the time the passenger is advised of such possibility of a further denial of boarding, the passenger is to be advised of any further compensation to which he or she may be entitled to receive.
3. The passenger who voluntarily surrenders his/her seat will receive agreed upon benefits from the carrier. Volunteers will be offered "Open Credit" and/meal coupon option.

(C) BOARDING PRIORITIES

In the event there are not enough volunteers, the remaining passengers will be denied boarding on an involuntary basis. Passengers holding confirmed and ticketed reservations will be permitted to board in the following order until all available seats are occupied:

1. Persons with disabilities and any accompanying attendant or service animal.
2. Passengers traveling under the services of the Unaccompanied Minor program.
3. Passengers traveling due to death or illness of a member of the passenger's family.
4. Passengers for whom, in the carrier's own assessment, failure to travel would

- cause severe hardship.
5. Passengers traveling as a group including the tour conductor of the group.
 6. All other passengers with confirmed and ticketed reservations will be accommodated in the order in which they presented themselves for check-in.

(D) TRANSPORTATION FOR PASSENGERS DENIED BOARDING

A passenger has the right to take the flight he or she has purchased. The carrier will present a passenger who has been denied boarding, whether voluntarily or involuntarily, with the following option:

1. Reroute the passenger to a later flight scheduled time.
2. If the passenger chooses to no longer travel as the denied boarding results in the loss of purpose of travel or if the carrier is unable to perform the options stated above within a reasonable amount of time, the carrier will place the ticket as an "Open Credit" or refund the ticket (if regular fare ticket). For passenger(s) that have a special offer ticket the ticket will be placed as "Open Credit"

Nothing in the above shall limit or reduce the passenger's right, if any, to claim damages, if any, under the applicable convention, or under the law when neither convention applies.

In addition to the above, the carrier will always consider the needs of the passenger on a case by case basis and take into account all known circumstances to avoid or mitigate the damages caused by the schedule irregularity within the carrier's control.

(E) COMPENSATION FOR PASSENGERS INVOLUNTARILY DENIED BOARDING

In addition to providing transportation, the following will apply to a passenger who is involuntarily denied boarding:

1. CONDITIONS OF PAYMENT

- a. The passenger holding a confirmed and ticketed reservation must be present him/herself for carriage in accordance with this tariff: having complied fully with the carrier's applicable reservation, ticketing, check-in and boarding requirements within the time limits and at the location set out in Rule 8 and,
- b. The carrier must not have been able to accommodate the passenger on the flight on which he or she held confirmed and ticketed reservations and the flight departed without the passenger.

2. A PASSENGER WILL NOT BE ELIGIBLE FOR COMPENSATION UNDER THE FOLLOWING CONDITIONS:

- a. The passenger who checks-in after the carrier's check-in deadline or presents him/herself at the boarding area after the carrier's boarding time deadline as specified under Rule 8 (E), Check-In Limits, will not receive denied boarding compensation and will have his/her reservations cancelled as specified under **Rule 20, Refusal to Transport.**
- b. When a flight on which the passenger holds confirmed and ticketed reservations is cancelled.
- c. When space on a flight has been requisitioned by a government or by medical authorities for emergency transportation.

- d. If, for operational and safety reasons, beyond the carrier's control, the aircraft has been deemed not airworthy and the carrier took all reasonable measures to avoid the delay, cancelation, substitution of aircraft unavailable or that it was impossible for the carrier to take such measures.

3. RIGHT TO CARE

In addition, a passenger who is involuntarily denied boarding will be offered the following free of charge:

- a. A meal voucher, if the transpiration acceptable to the passenger departs more than four (4) hours after the original departure time of the flight on which the passenger was denied boarding.
- b. A phone call, e-mail or fax to the destination point of travel

4. TIME OF OFFER OF COMPENSATION

- a. Once compensation has been offered, and if accepted, the passenger will sign an acknowledgment of offer on the day and at the place where the denied boarding occurred.
- b. In the event the alternate transportation departs before the acknowledgement of offer can be signed, the offer will be sent by mail or by other means within 24 hours after the time the denied boarding occurs. The passenger will, in turn, sign the acknowledgement and return it by mail to the carrier.

RULE 19. PASSENGER RIGHTS (PER FLIGHT RIGHTS IN CANADA)

The principles of Flight Rights Canada have been incorporated fully in to the following rules:

1. Rule 10 – Baggage Acceptance
2. Rule 17 – Scheduled Irregularities (Flight Delays, Cancellations, Scheduled changes)
3. Rule 18 – Denied Boarding and Overbooking
4. Rule 25 – Refunds

RULE 20. REFUSAL TO TRANSPORT

(A) REFUSAL TO TRANSPORT – REMOVAL OF PASSENGER

The carrier will refuse to transport, or will remove any passenger at any point for any of the following reasons:

1. Government Requests, Regulations and Force Majeure

Whenever it is necessary or advisable to:

- a. Comply with any government regulation; or
- b. Comply with any government request for emergency transportation; or
- c. Address force majeure.

2. Search of Passenger and Property

When the passenger refuses to permit a search of his/her person or property for explosives or for concealed, prohibited, deadly or dangerous weapon(s) or article(s)

3. Proof of identity/Age

When the passenger refuses a request to produce a government-issued identification to demonstrate proof of identity.

Applicable only to travel within Canada

NOTE: The carrier is obligated to screen each passenger by looking at the passenger, and in particular the passenger's face, to determine if they appear to be 18 years of age or older.

The carrier is also required to screen each passenger who appears to be 18 years of age and older by comparing the passenger, and in particular the passenger's entire face, against one piece of government-issued photo identification that shows the passenger's name, address, date of birth and gender.

4. Failure to Comply with Carrier's Rules and Regulations

When the passenger fails or refuses to comply with the rules and regulations of the carrier as stated in this tariff.

5. Passenger's Condition

a. When the passenger's actions or inactions prove to the carrier that his/her mental, intellectual or physical condition is such as to render him/her incapable of caring for himself/herself without assistance or medical treatment en route unless:

- i. The passenger is accompanied by a personal attendant who will be responsible for the assisting with the passenger's needs en route such as assistance with eating or administering medication which are beyond the range of services that are normally offered by the carrier; and,
- ii. The passenger complies with requirements of Rule Carriage of Persons with Disabilities.

Exception: The carrier will accept the determination of a person with a disability as to self-reliance as per Rule Carriage of Persons with Disabilities.

NOTE: If the passenger is accompanied by an attendant and the passenger refused transport, then the attendant will also be reused transport and the two will be removed from the aircraft all together.

- b. When the passenger has a contagious disease.
- c. When the passenger has an offensive odour.

Medical Clearance

d. When the carrier determines, in good faith and using its reasonable discretion, that a passenger's medical or physical condition involves an unusual hazard or risk to their self or other persons (including in the case of expectant mothers, unborn children) or property. The carrier may refuse transportation.

Note: Pregnant passengers

- i. An expectant mother with a complication-free pregnancy can travel on the carrier's flights up to the 36th week of her pregnancy or up to four

weeks before her expected due date.

- ii. An expectant mother who is in or beyond the 36th week of her pregnancy must present a medical certificate, dated within 72 hours of the scheduled time of departure. The certificate must state that the physician has examined the patient and found her to be physically fit for travel by air and that the certificate must state the estimated date of birth.

6. Failure to Provide a Suitable Escort

When the passenger requires an escort due to the mental health condition and under care of a psychiatric institution or in the custody of law enforcement personnel or other responsible authority and the necessary arrangements have not been made with the carrier in advance of the departure of the flight.

However, the carrier will accept escorted passengers under the following conditions when the passenger has a mental health condition and is under the care of a psychiatric institution or in custody of law enforcement personnel or other responsible authority:

- a. Medical authority furnishes assurance, in writing, that an escorted person with mental health condition can be transported safely.
- b. Only 2 escorted passenger(s) will be permitted on a flight.
- c. Request of carriage is made at least 48 hours before the scheduled flight.
- d. Acceptance is for online travel only
- e. The escort must accompany the escorted passenger at all times.
- f. Passenger in custody of law enforcement personnel or other responsible authority must be manacled.

(B) PASSENGER'S CONDUCT – REFUSAL TO TRANSPORT PROHIBITED CONDUCT AND SANCTIONS

1. Prohibited Conduct

Without limiting the generality of the preceding provisions, the following constitutes prohibited conduct where it may be necessary, in the reasonable discretion of the carrier, to take action to ensure the physical comfort or safety of the person, other passenger (in the future and present) and/or the carrier's employees; the safety of the aircraft; or the unhindered performance of the crew members in their duty onboard the aircraft; or safe and adequate flight operations:

- a. The person, in reasonable judgement of a responsible employee of the carrier, is under the influence of alcohol or drugs (except a patient under medical care)
- b. The person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent or otherwise disorderly, and, in the possibility that the person would cause disruption or serious impairment to the physical comfort or safety of other passengers or carrier's employees, interfere or jeopardize safe and adequate flight operations.
- c. The person's conduct involves any hazard or risk to their self or other persons (including travel involving pregnant passenger or unborn children) or to property.
- d. The person fails to observe the instructions of the aircraft crew, including seat

belt fastened.

- e. The person is barefoot.
- f. The person is inappropriately dressed.
- g. The person has a prohibited article or concealed or unconcealed weapon(s). However, the carrier will carry law enforcement or armed forces personnel who meet the qualifications and conditions established under governments regulations.
- h. The person has resisted or may reasonably be believed to be capable of resisting escorts.

2. Carrier Response to Prohibited Conduct

Where, in the exercise of its reasonable discretion, the carrier decided that the passenger has engaged in prohibited conduct described above, the carrier may impose any combination of the following sanctions:

- a. Removal of the passenger at any point
- b. **Prohibition:** At any time, the carrier may stipulate that the passenger is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the carrier to provide transport to the passenger. Such probationary conditions may be imposed for any length of time which, in the exercise of the carrier's reasonable discretion, is necessary to ensure the passenger continues to avoid prohibited conduct.
- c. **Refusal to Transport the Passenger:** The length of this refusal to transport may range from a one-time refusal to a longer period determined at the reasonable discretion of the carrier in light of the circumstances. Such refusal will be for a period appropriate to the nature of the prohibited conduct and until the carrier is satisfied that the passenger no longer constitutes a threat to the safety of other passengers, crew or the aircraft or to the comfort of other passengers or crew; unhindered performance of the crew members in their duty onboard the aircraft; or safe and adequate flight operations.
- d. The following conduct will automatically result in a refusal to transport, up to and possible lifetime ban:
 - i. The person continues to interfere with the performance of a crew member's duties despite verbal warnings by the crew and/or employees to stop such behaviour.
 - ii. The person injures an employee and/or crew member or another passenger to a credible threat of injury.
 - iii. The person displays conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs.
 - iv. The person repeats a prohibited conduct after receiving a notice of probation mentioned in above.

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

(C) RECOURSES OF THE PASSENGER/LIMITATION OF LIABILITY

1. The carrier's liability in case of refusal to carry a passenger for a specific flight or removal of a passenger en route for any reason specified in the foregoing paragraphs will be limited to the recovery of the refund value of the unused portion of the passenger's ticket in accordance with Rule Involuntary Refunds. Notwithstanding the foregoing paragraph, passengers and their baggage will be entitled to all other additional rights they may have pursuant to international conventions and related treaties.
2. A person who is refused carriage for a period of time, up to a lifetime ban, or to whom a probation notice is served may provide to the carrier, in writing, the reasons why he/she believes they no longer poses a threat to the safety or comfort of passengers, crew, employees, or to the safety of the aircraft. Such document may be sent to the address provided in the refusal to carry notice or the notice of probation.
3. The carrier will respond to the passenger within a reasonable period of time providing carrier's assessment as to whether it remains necessary to continue the ban or maintain the probation period.

RULE 21. TICKETS**(A) GENERAL**

1. A ticket will not be issued, and the carrier will not carry the passenger unless the passenger has paid the applicable fare or has complied with all credit arrangements.
2. Before boarding, the passenger must present the carrier with proof that he/she has been issued a valid ticket for the flight. Such proof must be in the form of an itinerary/receipt, a record locator or reservation number, or boarding pass and the passenger must provide the carrier with positive identification to be entitled to transportation. The ticket will give the passenger the right to transportation only between the points of origin and destination, and on the dates, times and via the routing shown on the ticket.
3. Flight "Open Credits" will be honored only in the order, in which they are displayed on the passenger's ticket and stored in the carrier's data base.
4. The ticket remains at all time the property of the carrier which issued the ticket.
5. The carrier does not permit the passenger to hold more than one confirmed reservation/ticket on the same departure flight/origin and destination for the same travel date.

(B) VAILIDITY FOR CARRIAGE

1. **General:** When the validated, the ticket is good for carriage from the airport of departure to the airport of destination via the route shown on the ticket. The passenger will be accepted for carriage on the date and flight segments for which a seat has been reserved. When the flight segments are issued on an "Open Credit" basis, a seat will be reserved only when the passenger makes a reservation request with the carrier. The carrier's agreement to accept a reservation request is subject to the availability of space. The place and date of issue are then indicated on the ticket.
2. **Period of Validity:** Generally, the period of validity for transportation will be eighteen months from the dated on which transportation commences at the point of origin designated on the original ticket, or, if no portion of the ticket is used, eighteen months from the date of the issuance of the original ticket. However, certain fares may have different periods of validity. If this is the case, the specific rules associated with the fare will take precedence.
3. **Expiration of Validity:** Tickets expire on midnight on the last day of validity based on where the ticket was issued.

(C) EXTENSION OF TICKET VALIDITY

1. **Carrier's Operations:** If a passenger is prevented from travelling within the period of validity of his/her ticket because the carrier:
 - a. Cancels the flight upon which the passenger holds confirmed space;
 - b. Omits a scheduled stop, provided this is the passenger's place of departure or place of destination.
 - c. Fails to operate a flight reasonably according to schedule;
 - d. Causes the passenger to miss a connection;
 - e. Substitutes a different class of service;
 - f. Is unable to provide previously confirmed space.The carrier will, without collecting any additional fare, extend the validity of the passenger's ticket until the passenger can travel on the first flight of the carrier, in the class of service which the passenger's fare was paid, and for which space available. Validity can only be extended up to 30 days.
2. **Lack of Space:** If the passenger who is in possession of a ticket is prevented from travelling within the period of validity of hi/her ticket because the carrier is unable to provide space, the validity of the passenger's ticket will be extended until he/she can be re-accommodated on the first flight which has space available in the same class of service which the passenger had originally paid to travel.
3. **Medical Reason:** If the passenger is unable to commence travel due to medical reasons, the carrier will extend the period of validity beyond the original validity expiry date for a maximum of three months. A ticket can only be extended once and the extension must be requested within 30 days prior to the expiry date of the original ticket validity. The medical reason must be from certified in writing by a physician specifying that the passenger is prevented from commencing his/her journey before his/her original ticket expires.

(D) WAIVER MINIMUM/MAXIMUM STAY PROVISION

- 1. In the event of death of a family member not accompanying the passenger.**
If the passenger holding a special offer ticket returns prior to the expiry of the minimum stay requirements because of the death of an immediate family member not accompanying the passenger, the passenger will be entitled to a free change of ticket to the date and flight needed for return. A death certificate may be requested of the family member after commencement of travel.
- 2. In the event of a passenger's death – provisions for accompanying passengers.**
 - a. Extension of ticket validity (beyond 18 months) for normal fares and waiver of the maximum stay requirements of special offer tickets.**
The carrier will extend the ticket validity for passengers who are either family members of the immediate family of the deceased passenger or are other persons actually accompanying the deceased passenger for up to 45 days beyond the original ticket validity expiry or 45 days after the dated of death certificate by the laws of the country concerned.

A death certificate or a copy, duly executed by the competent authorities in the country in which the death occurred, must be presented at the time of re-ticketing. A competent authority is a person designed to issue a death certificate by the laws of the country concerned.

If the death certificate is not available at the time the passengers are to travel or if the carrier has reason to doubt the validity of such certificate, passengers will be accommodated only upon payment of the fare for the transportations used, and a request for a refund may be filed with the carrier. Upon receipt of the request for the refund and all the supporting documents, the carrier will determine the validity of the request and, if valid, will refund the difference between the total fare paid by the passengers and the amount the passengers would have paid under the provision of this rule.

- b. Waiver of minimum stay requirements- Special Offer**
In the event of the death of a passenger en route, the minimum stay and group travel requirements with regard to special offer will be waived for the passengers who are either members of the immediate family of the deceased passenger or are other persons actually accompanying the deceased person.

Passengers who have had their minimum stay requirement waived will only be accommodated in the class of service originally ticketed.

A death certificate or a copy, duly executed by the competent authorities, in the country in which the death occurred must be presented at the time of re-ticketing. A competent authority is a person designated to issue a death certificate.

If death certificate is not available at the time of the passengers are to travel, or if the carrier has reason to doubt the validity of such a certificate, passengers will be accommodated only on payment of the fare applicable to the transportation used, and a request for refund may be filed with the carrier. Upon receipt of the request for the refund may be supporting documents, the carrier will determine the validity of the request and, if valid, will refund the difference between the total fare paid by the passengers and the amount the passengers would have paid under the provision of this rule.

3. Medical Reasons and illness

a. Ticket extension:

In the case of Normal fares, if, after the passenger commences travel and is prevented from travelling within the period of validity of the ticket because of ill ness, the carrier will extend the period of validity of the passenger's ticket until the date when the passenger becomes fit to travel according to a medical certificate. Should space not be available when the passenger becomes fit to travel, the carrier will re-accommodate the passenger on the first flight on which space is available. In all cases travel will be in the same travel from the point where the journey is resumed.

In the case of Special offer tickets, the carrier will extend the validity of the tickets until the date of the first available flight after the passenger becomes fit for travel according to the medical certificate, but not more than seven days beyond the date when the passenger becomes fit to travel.

b. Waiver of the minimum stay requirement for Special fares:

In the event of illness, there will be no reduction or waiver of the required minimum stay.

(E) OPEN TICKETS (CREDITS)

If a ticket or a flight coupon is issued without a specific seat on a flight being reserved in a carrier's reservation system, IE Left open, space may be later reserved subject to the tariff conditions of the purchased fare and provided space is available on the flight requested.

(F) Prohibited Practices

The carrier specifically prohibits the practice commonly known as:

Hidden City or Point Beyond Ticketing: The purchase of a fare from a point before the passenger's actual point of origin or to a point beyond the passenger's actual destination.

Use of this practice will result in the passenger's reservation being cancelled and the passenger will not be entitled to a refund.

PART 4



AFTER TRAVEL

PART 4 – AFTER TRAVEL

RULE 22. LIMITATIONS OF LIABILITY

(A) SUCCESSIVE CARRIERS

Transportation to be preformed under one ticket or under a ticket issued with any conjunction ticket by several successive carriers will be regarded as a single operation.

(B) LAWS AND PROVISIONS

Liability in the case of death or bodily injury of a passenger

1. The liability of the carrier in respect to the death of, or injury to, a passenger is limited to the sum of \$300,000 CAD.
2. In no cases shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount loss.
3. The carrier is not liable:
 - a. In the case of any passenger whose age or mental or physical condition, including pregnancy, presents a risk or hazard, for any damages sustained by that passenger that would not have been sustained but for his/her age or mental or physical condition; or
 - b. In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

Liability in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage.

4. The carrier is liable for damages sustained in the case of destruction or loss of, damage to or, delay of checked or unchecked baggage as set out in the following paragraphs:
 - a. The liability of the carrier is limited to the sum of \$1,800 CAD for each passenger in the case of destruction, loss, damage or delay of baggage, whether checked or unchecked. However, the limit will not apply:
 - i. If it is proved that the damage resulted from an act of omission of the carrier, its servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that in case of such act or agent was performing services for the carrier in furtherance of the contract of carriage.
 - b. If the carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the carrier shall be wholly or partly exonerated from its liability to the claimant to the extent such negligence or wrongful act or omission caused or contributed to the damage.

Unless the passenger proves otherwise:

- i. All baggage checked by the passenger will be considered to be the property of that passenger.
- ii. A particular piece of baggage, checked or unchecked, will not be considered to be the property of more than one person.
- iii. Unchecked baggage, including personal items, will be considered to be property of the passenger who is in possession of the baggage at the time of embarkation.

Mobility Aids

NOTE: 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.

Service Animals

Should injury or death of a Service Animal result from the fault or negligence of the carrier, the carrier will undertake to provide, expeditiously and at its own expense, medical care for or replacement of the service animal.

(C) LIMITATIONS OF LIABILITY

Except as any applicable laws may otherwise require.

1. The carrier is not liable for destruction, loss, damage or delay of unchecked baggage arising out of or in connection with carriage or other supplementary services to carriage performed by the carrier, unless damage is caused by the negligence of the carrier. Assistance offered to the passenger by the carrier's employees in loading, unloading or transferring unchecked baggage shall be considered as a complimentary service to the passenger. The carrier is not liable for damage to such unchecked baggage incurred during, or, as a result of this service, unless such damage is caused by the negligence of the carrier's employees.
2. The carrier is no liable for any damages directly and solely arising out of its compliance with any laws, government regulations, orders, or requirements or from the failure of the passenger to comply with the same or out of any cause beyond the carrier's control.
3. The carrier is liable for damage sustained in case of destruction or loss of, or of damage to, checked baggage upon condition only that the event which caused the destruction, loss, or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the carrier. However, the carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage damage.
4. The carrier is not liable for damage to the passenger's baggage caused by contents of the passenger's baggage. Any passenger whose property causes damage to another passenger's baggage or to the property of the carrier will

- compensate the carrier for all losses and expenses it will incurs as a result.
5. When the carrier has exercised reasonable care and attention to the handling and treatment of perishable items or fragile articles, it shall not be liable for spoilage resulting from the delay in delivery of any perishable items described in Rule Baggage Acceptance, nor for the damage to, or damage caused by, fragile articles described in Rule Baggage Acceptance, which are unsuitable packed.
 6. Any exclusion of limitation of liability of the carrier under this tariff or under the passenger's ticket will apply to agents, or representative of the carrier who were performing serviced in furtherance of the contract of carriage and also to any person whose aircraft is used by the carrier and its agents or representatives who are performing services in furtherance of the contract of carriage.
 7. The owner of a pet will be responsible for the compliance with all government regulations and restrictions including providing valid health and rabies vaccination certificates when required. The carrier will not be liable for loss or expense sue to the passenger's failure to comply with this provision and the carrier will not be responsible if any pet is refused transportation.

(D) TIME LIMITATIONS ON CLAIMS AND ACTIONS

1. No action will be taken against the carrier in case of loss or delay in delivery of checked and unchecked baggage unless the passenger complains in writing to the carrier within:
 - a. 21 days from the date on which the baggage has been placed at the passenger's disposal (in case of delay); or
 - b. 21 days from the date on which the baggage should have been placed at the passenger's disposal (in case of Loss)
2. In the case of damage to checked baggage, the passenger must complain to the carrier immediately after the discovery of the damage, and at the latest, within seven days from receipt of the baggage.
3. Any claim against the carrier will be extinguished unless an action is brought within one year 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. For baggage claims, reimbursement for expenses will be based upon acceptable proof of claim.

Rule 23: REFUNDS**(A) GENERAL**

1. The passenger must present to the carrier or its authorized agent the unused flight coupon of a ticket, an itinerary/receipt, a record locator, or a reservation number as satisfactory proof that the passenger has unused portions of a ticket which are eligible for refund.
2. The carrier will make a refund to the person who purchased the ticket.
3. If, at the time of the ticket purchase, the purchaser designates another person to whom the refund shall be made, then the refund, if applicable, will be made to the person so designated. To do so, the passenger must contact the carrier directly.
4. Acceptance of a refund by the passenger will release the carrier from further liability.
5. In any instance where refunds are appropriate, the carrier will process requests in a timely manner and refund the fare in the original form of payment. The carrier will process within 90 business days for the credit card purchases and within 90 business days for cash or cheque transactions.

(B) INVOLUNTARY REFUNDS

1. Involuntary refunds are not subject to any restrictions contained in the applicable fare rule.
2. The amount of involuntary refund will be as follows:
 - a. If, due to a schedule irregularity within the carrier's control or denied boarding in accordance with Schedule Irregularities Rule, The passenger chooses to no longer travel due to loss of purpose of travel or if alternate travel could not be provided within reasonable time, the carrier will offer a refund on a normal (regular) fare ticket equal to the fare and charge paid, irrespective if travel has commenced. Special Offer tickets will be made into an "Open Credit"
 - b. If, due to a schedule irregularity within the carrier's control or denied boarding in accordance with Schedule Irregularities Rule the passenger chooses to no longer travel because the alternate transportation offered does not meet with the passenger's satisfaction, the carrier will offer a refund (on regular fare ticket) equal to the fare and charge paid. On Special Offer Tickets the ticket will be made into an "Open Credit".
 - c. If, due to a schedule irregularity not within the carrier's control or a refusal to transport in accordance with Schedule Irregularities Rule and Refusal to Transport Rule no portion of the ticket has been used, the amount of the refund on a regular fare ticket will be equal to the fare and charges paid. On Special Offer Tickets will be made into an "Open Credit"; or

- d. If, due to a schedule irregularity not within the carrier's control or a refusal to transport in accordance with Schedule Irregularities Rule and Refusal to Transport Rule a portion of the ticket has been used, the amount of refund on regular fare ticket will be refunded to the purchaser will be the one that results in the most generous amount using one of the following (Special Offer Tickets will be made into "Open Credit")
 - i. The difference between the fare paid and the fare for transportation actually used or to be used; or
 - ii. Provided that the point where travel terminated was on the passenger's routing as shown on the original ticket and the routing remains unchanged, the passenger will be refunded the difference on a regular fare ticket between the one way fare applicable to the unused transportation from the point where the passenger terminated travel to the destination or next stop over point as named on the ticket or to the point at which transportation is to be resumed less the same rate of discount, (if travel is on a discount fare). If the passenger was travelling on one-way fare (including all charges). If the passenger was travelling on a round trip or circle trip ticket, the amount refunded would be based on the rate of discount of one half of the round-trip fare.
3. Involuntary refund of tickets shall be made in the currency used to issue the ticket.

(C) VOLUNTARY REFUNDS

1. Voluntary refunds will be based on the applicable fare at the time of ticket issuance, and the refund will be made in accordance with the restrictions contained in the applicable fare rule.
2. Voluntary refunds will be made only by the carrier which originally issued the ticket or its authorized agent.
3. If no portion of a ticket has been used, the refund will be full amount of the fare paid less any cancellation fee and/or service charge.
4. If a portion of the ticket has been used, the refund will be an amount equal to the points for which the ticket has been used, less any cancellation fee and/or service charge.
5. Voluntary refund of tickets shall be made in Canadian dollars.
6. Non-refundable tickets (special offer) tickets can be exchanged for a future ticket for up to eighteen months from the ticket issue date as long as the reservation is cancelled on or before the first travel date on the ticket.

(D) TIME LIMIT FOR REQUESTING A REFUND

1. The passenger has one month after the expiration date of the ticket to request a refund.
2. For service of \$50.00 CAD, a partially used ticket maybe refunded more than one month after the expiry date shown on the ticket but not later than eighteen months from the date of issuance of the original ticket.

3. For a services charge of \$75.00 CAD, and unused ticket may be refunded more than one month after the expiry date shown on the ticket but not later than 30 months from the date of issuance of the original ticket.

(E) REFUNDS IN CASE OF DEATH

When transportation is cancelled as a result of the death of the passenger, a member of the immediate family or travelling companion, the refund will apply as follows:

1. Refunds in the case of death are no subject to any restrictions contained in the applicable fare rules.
2. If no portion of the ticket has been used, the amount of the refund will be equal to the fare and charges paid.
3. If a portion of the ticket has been used, the refund will be equal to the difference between the fare paid and the applicable fare for the travel between the points for which the ticket has been used and will not be subject to any cancellation fee and/or service charge.
4. Refunds will only be made upon presentation of the unused ticket and death certificate, or a copy duly executed by the competent authorities (IE those designated to issue a death certificate by the applicable laws of the country concerned), in the country in which the death occurred.
5. In the case of death of the passenger, the refund will be made to the estate of the passenger.

(F) JURY DUTY

In the event the passenger is called to jury duty or subpoenaed, a full refund will apply upon presentation of jury summons or subpoena. No other document will be accepted.

(G) REFUSAL TO REFUND

The carrier may refuse to refund the passenger's ticket if that ticket is presented for refund after its validity has expired.