



DOMESTIC TARIFF

PROVISIONS FOR AIRCRAFT UP TO 29 PASSENGER SEATS

RULES, RATES AND CHARGES

APPLICABLE

TO

TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS BETWEEN POINTS IN CANADA

ISSUED BY

CHRISTA CALABRESE – PRESIDENT

THUNDER AIRLINES LIMITED
310 HECTOR DOUGALL WAY
THUNDER BAY, ON P7E 6M6

CHECK SHEET

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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]	Denoted increases
[C]	Denotes changes which result in neither increases or reductions
[X]	Denotes cancellation
[N]	Denotes addition
CAD	Canadian
N/A	Not Applicable
APPR	Air Passenger Protection Regulations
SDR	International Monetary Fund “Special Drawing Rights”

Rule 1: Definitions

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

“Baggage” means luggage or such articles, effects or other personal property of a passenger or passengers as are necessary or appropriate for wear, use, comfort or convenience in connection with the 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 **Thunder Airlines Limited** (also operating as **Thunder Air, Air Thunder, Thunder**)

“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).

“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 point to which the passengers or goods to be transported on a flight are bound.

“Ferry Flight” means the movement of an aircraft without payload to position the aircraft to perform a flight or upon completion of a flight to position the aircraft to a point required by the carrier.

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

“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 carrier’s aircraft pursuant to a valid contract.

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

“Small Airline” means less than 2 million passengers transported within the last two years.

“force majeure” means any unforeseeable circumstances beyond the carrier’s control, the consequence of which could not have been avoided even if all due care had been exercised including, but not limited to, meteorological and geological conditions, strikes, riots, civil commotions, hostilities.

Rule 5: Application of tariff

A. General

- 1) This tariff shall apply to carriage of passengers and their accompanying baggage, and to all services incidental thereto:
 - a) For carriage on flights operated and marketed carrying a **Thunder Airlines** flight number
 - b) For carriage on flights marketed by **Thunder Airlines** to a passenger but operated by another carrier.
- 2) When the carrier issues a ticket, baggage check, or makes any other arrangements for transportation over the services of, and in the name of, any other carrier (whether or not such transportation is part of a through service), the carrier acts only as agent for such other carrier and the tariff of that other carrier will apply.
- 3) Air transportation will be subject to the rules, rates, fares and charges published or referred to in this tariff, in effect on the date of the ticket issuance.
- 4) The contents of this tariff constitute the contract between the carrier and the passenger. Should there be a conflict between this tariff and any other document issued or posted by the carrier, this tariff will prevail.
- 5) The carrier's rule, regulations and conditions of carriage as found in this tariff are subject to change without notice only when required by applicable laws, government regulations, orders and requirements.

B. Liability under the applicable tariff

- 1) For domestic transportation, under the provisions of the APPR, carriers will be subjected to the same rules and liability limits as found in the Montreal Conventions for lost, delayed and damaged baggage
- 2) Carrier liability under the APPR:
 - a) The carrier operating a flight is liable to passengers with respect to the obligations set out in sections 7 to 22 and 24 of the APPR, or if they are more favourable to those passengers, the obligations on the same matter that are set out in the applicable tariff.

C. Overriding law/severability

- 1) If any provision contained or referred to in the ticket or this tariff is found to be contrary to an applicable law, government regulation, order or requirement, which cannot be waived by agreement of the parties, such provision, to the extent that it is invalid, shall be severed from the ticket or tariff and the remaining provisions shall continue to be in full force and effect.

D. Gratuitous carriage

- 1) Except for the provisions of the Convention, the carrier reserves the right to exclude the application of all or any part of this tariff with respect to gratuitous carriage as stated in this tariff.

E. Passenger recourse

- 1) Any compensation offered to passengers is found in this tariff and is subject to applicable government regulations.
- 2) In the case of dispute with **THUNDER AIRLINES LIMITED**, passengers should, as the first recourse, try to resolve any problem by dealing 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.

F. Modification and waiver

- 1) No agent, servant or representative of the carrier has the authority to alter, modify, or waive any provision of this tariff.

G. Self Identification – large or small carrier

APPR

- 1) For the purposes of establishing obligations toward passengers under the APPR, **THUNDER AIRLINES LIMITED** declares that it is a Small Carrier

The following rules differentiate between large and small carriers:

- Rule 90, Delay or cancellation -outside the carrier's control
- Rule 91, Delay of cancellation – within the carrier's control and within the carrier's control but required for safety purposes
- Rule 95, Denial of boarding – outside the carrier's control
- Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes.

Accessibility for persons with disabilities

- 2) For the purposes of establishing obligations toward passengers with disabilities under the ATPDR or otherwise, **THUNDER AIRLINES** declares that it is a Small Carrier Non-ATPDR operating aircraft with 29 or less passenger seats, Rule 71

Part II – Before departure

Rule 10: Application of fares and charges

A. General

- 1) Applicable fares are those published by or on behalf of the carrier or, if not published, constructed in accordance with the carrier's tariff.
- 2) Fares and charges will apply only to air transportation between the points named on the ticket. Ground transfer services, unless otherwise specified in Rule 85, Ground transfer services, will be arranged by the passenger and at their own expense and are not subject to the terms of this tariff.

H. Fares in effect

- 1) Subject to government requirements and this tariff:
 - (a) The applicable fare is the fare in effect on the date of the ticket issuance.
 - (b) See Appendix A – for rate information

I. Routing

- 1) Unless otherwise provided in the carrier's tariff, fares apply only to their associated routing.
- 2) 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. (See Rule 50, Routings)

J. Taxes and charges

- 1) Any tax of 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, except as otherwise provided in the carrier's tariff. (See Rule 15, Taxes)

K. Currency of fares

- 1) All fares and charges are stated in Canadian dollars for travel commencing in Canada.

Rule 15: Taxes

L. General

- 1) Taxes imposed by governments are payable by the passenger and are included in the published 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 and in all cases will be respected. As a result, the carrier will either collect new or higher amounts or refund all or a portion of the tax paid based on the conditions imposed by the taxing authority.

Rule 20: Methods of payment

A. General

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

1. Cash in Canadian dollars
2. Credit Card
3. On Account, (all accounts are vetted and approved through Thunder Airlines Finance Department)

Rule 25: Currency of payment

1) General

- 1) Currency provisions are subject to government regulations and applicable foreign exchange regulations
- 2) Payment for tickets will be in Canadian dollars at the Canadian dollar fare, or its equivalent in other currencies converted to Canadian dollars at the bankers' buying rate of exchange.

Rule: 30 Classes of service

- 1) The carrier has one class of service
- 2) Thunder Airlines operates as a low-cost carrier providing our customers with extremely competitive fares, we do not discount fares for advanced bookings, child fares or senior fares. For all group rates, bulk ticket sales, compassionate fares, please submit a request in writing to Thunder Airlines Reservations Department at reservations@thunderair.com. Consideration will be given and you will be contacted with a response.

Rule 40: Reservations

A. General

- 1) A reservation for space on a specific flight is valid when the availability and allocation of the space is entered into the carrier's reservation system and a locator number is obtained from the carrier which authenticates the reservation.
- 2) The carrier will only issue a ticket against a valid reservation. Subject to payment or other satisfactory arrangements and passenger compliance with the check-in time limits set out in paragraph 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 and the flight coupons that are presented.
- 3) A passenger who is holding an unused open-date ticket or a portion of that ticket, or who wishes to change his or her reservation for another date, will not be entitled to any preferential right to secure a new reservation.
- 4) The carrier does not guarantee the assignment of any particular space on the aircraft.

B. Cancellation of Reservations

- 1) The carrier may cancel reservations of any passenger:
 - a. If circumstances require due to situations defined in Rule 91 and/or Rule 96 for safety purposes;
 - b. If circumstances require due to situations outside the carrier's control as defined in Rule 95;
 - c. If circumstances require due to any situation identified in Rule 105, Refusal to transport; or,
 - d. When the passenger has failed to meet check-in requirements.

- 2) If a carrier cancels a passenger's reservation due to (B)(1) a., b., or c. the passenger will be treated in accordance with the provisions of the respective Rule.
- 3) The passenger may change a reservation up to 48 hours prior to the scheduled departure time:
 - a. The first itinerary change is complimentary
 - b. Subsequent itinerary changes will be charged a \$50 change fee
 - c. Cancellations are subject to a 10% cancellation fee. Refunds may be issued upon request otherwise the balance of the value of the ticket will remain "on account" for a period of up to one year from the date of the original purchase after which time the ticket will have no value and will not be valid.
- 4) The passenger may cancel a reservation within 48 hours of the scheduled departure time:
 - a. Ticket becomes non-refundable
 - b. Changes and/or cancellations are subject to a 10% change fee
 - c. The balance of the value of the ticket will remain "on account" for a period of up to one year from the date of the original purchase after which time the ticket will have no value and will not be valid.

C. **Passenger's Responsibility**

- 1) 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 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 or expense due to the passenger's failure to comply with this provision.
- 2) The passenger should provide the carrier with their preferred means of communication from among the means offered by the carrier when the carrier solicits point of contact information from the passenger in case the carrier must communicate with the passenger prior to their departure, as per Rule 97.

D. **Failure to Occupy Seat**

- 1) If the passenger does not occupy space which has been reserved by/for him/her due to failure to comply with passenger responsibilities or the carrier is not notified of the cancellation of such reservation up to 1 hour prior to the scheduled departure of that particular flight, the passenger will forfeit the ticket.

E. **Check-In Time Limits**

- 1) All passengers must check-in at their departure station at least 45 minutes prior to their scheduled departure time with the Thunder Airlines Agent.
- 2) If the passenger has excess or oversized baggage, they must allow a further 15 minutes to drop-off their baggage to be assessed. Excess baggage will be loaded on a space available basis.
- 3) If the passenger fails to meet the time limits specified, the carrier may reassign their seat and/or cancel the reservation. 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.

Rule 50: Routings

A. Application

- 1) A routing is applicable only to the fares which are specifically associated with it.
- 2) A routing may be travelled via any or all of the cities named in the routing diagram, unless otherwise restricted.
- 3) All or part of the applicable routing may result in non-stop travel.
- 4) An intermediate point(s) specified along the routing may be omitted.
- 5) All routings are applicable in either direction, unless otherwise restricted.
- 6) If more than one routing is applicable via the same fare, the passenger, prior to the issuance of the ticket, may specify the routing. If no routing is specified by the passenger, the carrier will determine the routing.

Rule 55: Baggage Acceptance

A. General conditions of acceptance of checked and unchecked baggage

The carrier will accept for transportation as baggage, any good that is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip, subject to the following:

1) Checked Baggage

- a) Checked baggage will be carried on the same aircraft as the passenger unless the baggage is delayed, the carrier decides that it is impractical to carry the baggage on the same aircraft or the carrier determines that, due to operational or safety reasons (i.e., Temperature limitations, weight, balance, capacity) it is impractical or unsafe to carry the baggage on the same aircraft.
- b) For additional provisions related to the transportation of assistive devices for persons with disabilities refer to Rule 71.

2) Unchecked Baggage

- a) Unchecked baggage must be within the carrier's size and weight limits to be taken on-board the aircraft. Any items exceeding these limits will have to be checked and will be subject to excess charges if applicable.
- b) Objects which are not suitable for carriage (e.g., firearms, pets, delicate instruments) as checked baggage will only be accepted for transportation in the passenger cabin of the aircraft if advance notice is given to the carrier and the carrier agrees to carry the object. For provisions related to the transportation of musical instruments see Rule 56.

B. Baggage allowance

- 1) The passenger is entitled to carry, free of charge, checked and unchecked baggage as specified and subject to the conditions and limitations set out below:

Combined Weight for Checked and Unchecked Baggage: 15.8kg (40lbs)

Maximum piece entitlement: 2 checked baggage, 1 unchecked baggage (carry-on)

Carry-on baggage may not exceed 6" in height or width and 4kg (10lbs)

2) Any items exceeding these limits will be subject to excess charges if applicable. Excess baggage will be assessed at the applicable rate per pound to the destination of the passenger's itinerary. Excess baggage is deemed space available (standby).

3) The passenger's name and contact information must appear on the baggage. It is recommended that the name and contact information also be included inside the baggage.

C. Collection and delivery of baggage

1) The passenger has the right to retrieve their baggage without delay.

2) Only the passenger who was given a baggage identification tag when the carrier took possession of the baggage is entitled to accept delivery of the baggage.

3) If the passenger claiming the baggage is unable to produce their portion of the baggage identification tag and identify the baggage by means of its identification tag, the carrier must receive satisfactory proof that the baggage belongs to the passenger in question before delivering the baggage to the passenger.

4) Acceptance of the baggage without complaint, within the time limits stipulated in Rule 120 (C) by the passenger in possession of the baggage identification tag is evidence that the carrier delivered the baggage in good condition and in accordance with this tariff.

D. Excess baggage

1) 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. The passenger will be subject to applicable per pound rate as defined on the carrier's website.

2) Excess baggage once paid will be carried on a space available basis only.

E. Excess valuation declaration charge

1) The passenger may declare a value in excess of the applicable liability limits for the checked baggage by paying any excess value charges to the carrier prior to departure at the point of check-in at the rate of \$3.00 CAD per \$100.00 CAD of excess valuation.

2) No action shall be maintained for any loss, partial loss, or damage to baggage unless notice of a claim is presented in writing to the head office of the carrier within 30 days from the date the baggage should have been delivered.

3) In no cases shall the carrier's liability exceed the actual loss of the passenger. All claims are subject to proof of amount of loss.

4) An excess value declaration charge does not apply to assistive devices for persons with disabilities. For provisions related to the transportation of said devices refer to Rule 71.

F. Items unacceptable as baggage

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

- a. Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over.
- b. 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 (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations.
- c. Items, which in the carrier's opinion, are unsuitable for carriage because of their weight, size or character, for example, fragile items.
- d. Live animals except as provided in Rule 75, Acceptance of Animals (Service Animals and Pets).
- e. 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 suitably packed. The carriage of ammunition is subject to the ICAO and IATA regulations mentioned in 2 above.
- f. Items, which are deemed "prohibited" at the destination community where the flight is heading and as determined by said community's Chief and Council in a written BCR (Band Council Resolution). Example of such items are alcoholic beverages, large amounts of pills
- g. 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 suitably packed.
- h. Fragile items, money, jewelry, precious metals, silverware, negotiable papers, securities, medication or other valuables, business documents, samples, passports and other identification documents are unacceptable as checked baggage and will only be transported as carry-on baggage.

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 in (F) above and when the passenger fails to provide the carrier with prior notice that they wish to carry such an item in their baggage.

2) 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.

3) 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.

Note: This provision does not apply to assistive devices for persons with disabilities (see Rule 71) or for musical instruments (see Rule 56).

H. Right of search

The carrier may request the passenger permit a search to be conducted of their 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 is in possession of or the baggage contains items mentioned in (F) above or any arms or ammunition which have not been presented to the carrier. If the passenger refuses to comply with the request for search, the carrier may refuse to carry the passenger and/or his/her baggage.

Rule 56: Acceptance of musical instruments as baggage

A. Applicability

The carrier will allow musical instruments to be transported as carry-on or checked baggage provided that the items meet the following requirements:

- 1) Carry-on: Musical instruments may be carried on-board the aircraft provided they meet the carrier's carry-on size and weight requirements.
- 2) Checked Baggage: Musical instruments may be accepted as checked baggage, as long as they are properly packed and meet the carrier's applicable size and weight requirements. Instruments that exceed the carrier's applicable baggage size and weight requirements must be shipped as Cargo and applicable Cargo rates will apply.
- 3) Instruments must be packed in a rigid and/or hard sided case that can be stowed safely and securely in accordance with the carrier's requirements.
- 4) Liability: Should musical instruments require repair or replacement where the damage or loss is the result of mishandling by the carrier, and the instrument was packaged properly, the maximum liability paid out will not exceed \$2100 CAD. Any such claim must include proof of original receipt or a professional appraisal. If the passenger declares the monetary value is greater than the carrier's maximum liability, the instrument is required to be shipped through cargo where a declared value can be established and additional liability coverage can be purchased.
- 5) Musical instruments will be considered part of the passenger's baggage allowance, excess fees may be charged if applicable.

Part III – At the airport/during travel

Rule 60: Acceptance of children for travel

A. General

- 1) Infants and children under 12 years of age, accompanied in the same cabin by a passenger of 16 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.

B. Infants

- 1) Infants under two years of age on the date of travel do not require a ticket or a seat.
- 2) Only one infant under the age of two years may be held in the lap of an accompanying passenger 16 years of age or older.
- 3) No single passenger shall be responsible for more than one.
- 4) 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).
- 5) Infants less than two years of age occupying a seat must be properly secured in a Transport Canada or United States Federal Aviation Administration (FAA) approved child restraint device.

C. Children

- 1) All children two years of age or older, must be ticketed and assigned a seat.
- 2) All children 16 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 16 years of age or older, may accompany other infants and children under 12 years old and will be considered as adults for the purposes of travel and will be charged the applicable adult fare.
- 4) Children under the age of 14 may be seated near their travel companions at no additional cost. The carrier does not offer assigned seating so it must be made known to the carrier's agent upon check in if there is a requirement to be seated together.

D. Documentation

All children who are passengers, whether travelling accompanied or unaccompanied, must be in possession of the required documentation.

- 1) Passengers under 18 years of age must carry identification such as a passport, birth certificate, non-government ID, eg. Student card
- 2) In addition to the above, the carrier may require presentation of the following documents:
 - a. Documents establishing legal custody
 - b. Consent letter authorizing travel
 - c. Other legal documents such as court orders or death certificate if one parent is deceased.

Rule 65: Unaccompanied minors

A. General

- 1) The carrier does not offer a service for unaccompanied travel for minors.

Rule 71: Carriage of persons with disabilities

A. Application

This rule applies to the transportation of persons with disabilities by Thunder Airlines Ltd which is a Small Carrier Non-ATPDR that operates aircraft with 29 seats or less on its transportation services.

2) Acceptance for carriage

1) The carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance, unless doing so would impose undue hardship on the carrier, for example, if it would jeopardize security, public health or public safety.

2) The carrier will not refuse to transport a person with a disability solely based on their disability unless the transportation of the person would impose undue hardship on the carrier.

3) In instances when refusing transportation to a person with a disability is necessary, the carrier will offer to provide to the person, within 30 days, a written explanation of the reason for the refusal.

C. Reservations and seating

1) If a person self-identifies as a person with a disability when making a reservation with a carrier, the carrier will:

a. Describe equipment and services available to accommodate persons with disabilities;

b. Discuss 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.

c. The carrier will consult the person to determine which seat is the most accessible seat on the aircraft and will make every reasonable attempt to provide the person with the seat most suitable to meet specific disability-related needs.

c. Where a person is travelling with a support person, ensure that the person and the support person are seated together.

d. The carrier will advise the person if information and/or documents are required to permit the carrier to assess their request.

e. Where a passenger requests a service or accommodation at least 48 hours prior to departure, the carrier will indicate in the record of reservation the service(s) that the carrier will attempt to provide.

D. Services to be provided

1) The carrier will ensure that services are provided to persons with disabilities when a request for such services is made at least 48 hours prior to departure, and will make reasonable efforts to accommodate requests not made within this time limit. Services to be provided upon request will include:

a. Assisting with registration at the check-in counter;

b. Assisting in proceeding to the boarding area;

- c. Assisting in boarding and deplaning when safely possible;
- d. Assisting in stowing and retrieving carry-on/carry-out baggage and retrieving checked baggage;
- e. Assisting in proceeding to the general public area;
- g. Assist with transferring a person to or from a mobility aid(s) and/or a passenger seat.
- h. Inquiring periodically during a flight about a person's needs;
- i. Briefing individual passengers with disabilities and their attendant on emergency procedures and the layout of the cabin.
- j. Allow the person, upon request, to board the aircraft in advance of other passengers, where time permits
- k. Provide limited assistance such as opening packages and identifying items.

2) The services identified in (1) above will be provided at no additional fare or charge.

3) The carrier will not require a person with a disability to file information and/or documents to support any request for services identified in (1) above.

E. Acceptance of aids

1) Upon request from a person with a disability, the carrier will carry, free of charge and as priority baggage, a person's mobility aid, where possible, and any other assistive aid, subject to any safety or security restrictions that would prevent such aid from transported.

2) The carrier will permit the person to retain their mobility aid until it becomes necessary to store it for carriage.

3) The carrier will permit a person to bring on-board, where possible, any small aid including:

- a. A walker, cane, crutches, or braces
- b. A device to facilitate communications
- c. Any prosthesis or small medical device
- d. A wheelchair (except when aircraft design does not permit carriage)

4) Where the facilities, the tarmac, and the weather conditions permit, the carrier will allow a manually-operated wheelchair to be used to reach the boarding gate; the stairs of the aircraft; or the door of the aircraft.

5) Where the aircraft can carry the mobility aid, the carrier will disassemble and package, where necessary, the aid for transportation and unpackage and reassemble the aid upon arrival; and return the aid promptly on arrival.

6) The carrier can refuse to transport a mobility aid where aircraft design does not permit the carriage of the aid, for example, the weight or size of the mobility aid exceeds the capability of the doors to baggage compartments or transportation would jeopardize aircraft worthiness.

7) Where a carrier refuses to carry a mobility aid, the carrier will advise the person with a disability of alternate transportation arrangements that the person may take to transport the aid, or to travel with the aid.

For provisions related to limitations of liability regarding mobility aids see Rule 121.

F. Service animals

- 1) The carrier will accept for transportation, without charge, a service animal required for disability-related needs provided that the animal is:
 - a. Properly harnessed
 - b. Certified in writing, as being trained by a professional service animal institution
- 2) The carrier will permit the service animal to accompany the person with a disability on-board the aircraft and to remain on the floor at the person's passenger seat. For the comfort of all passengers, the carrier staff will determine, in consultation with the person with a disability, where the person and the service animal will be seated.
- 3) The carrier will assign a seat to the person which provides sufficient space for the person and the service animal. Where there is insufficient floor space, the carrier will permit the service animal to remain on the floor in an area where the person can still exercise control over the animal.
- 4) Properly harnessed search and rescue dogs, military and police K-9 units will be permitted to transport under the same provisions as service animals.

Rule 75: Acceptance of animals

A. General

- 1) The carrier will agree to carry animals subject to the following provisions:
 - a. Advance arrangements must be made with the carrier before any animal will be accepted for carriage.
 - b. Before the animal is accepted for carriage, the passenger must make all necessary arrangements to obtain valid health and vaccination certificates if applicable.
 - c. Animals not subject to service animal provisions must be contained in a clean, leak/escape-proof container/kennel with adequate space for the comfort of the animal. The container must be approved by the carrier.
- 2) Animals may be subject to cargo and/or excess baggage charges.
- 3) The animal must remain in the container for the entire duration of the journey.
- 4) Due to aircraft limitations, priority will be given to service animals when determining if it is possible to carry an animal in the passenger cabin.

Rule 80: Administrative formalities

A. General

- 1) The passenger is responsible for obtaining all required travel documents (ID, 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 First Nation communities 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 document or from the failure to comply with the laws, regulations, orders and/or demands of First Nation communities 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 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 105, the carrier reserves the right to refuse transportation to any passenger who fails to present all health and other documents required by law, regulation, order, demand or other requirement of the First Nation communities where travel is intended or whose travel documents do not appear to be in order.
- 4) Passengers are strongly recommended to confirm any necessary requirements for entry into or travel via the communities on their itinerary prior to their flights and to have proof of their compliance with such regulations, including being in possession of the relevant travel documents, in advance of check-in.

3) Security

- 1) The passenger shall submit to all necessary security checks by government, airport officials and by personnel of the carrier.
- 2) If a passenger is refused transportation due to a customs/security issue, or failure to comply with travel documentation the carrier will not be liable for the loss of the ticket value.

Rule 85: Ground transfer services

A. General

- 1) The carrier does not maintain, operate or provide ground transportation services between airports or between airports and city centres.
- 2) Any ground transfer service is performed by independent operators who are not and shall not be deemed to be, agents or servants of the carrier.

Rule 90: Delay or cancellation – outside the carrier’s control

A. Applicability

- 1) This rule applies in respect of a carrier when there is a delay or cancellation due to situations outside the carrier’s control. See Rule 91 for situations that are inside a carrier’s control.

B. General

- 1) The carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
- 2) A delay or cancellation that is directly attributable to an earlier delay or cancellation that is due to situations outside the carrier’s control, is considered to also be due to situations outside that carrier’s control if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
- 3) The passenger who attempts to check-in after the carrier’s check-in deadline or presents themselves at the boarding area after the carrier’s boarding time deadline as specified under Rule 40, will not receive consideration per Rule 90 and will have their reservations cancelled as specified under Rule 105.
- 4) For domestic itineraries, irrespective of the treatment that may have been received, a passenger may invoke the provisions of Rule 120.
- 5) In the case of delay or cancellation at the airport, the carrier will give priority to assistance to any person with a disability and to unaccompanied minors.

C. Situations outside the carrier’s control

- 1) Situations outside the carrier’s control, include, but are not limited to the following:
 - a. War or political instability
 - b. Illegal acts or sabotage
 - c. Meteorological conditions or natural disasters that make safe operation of the aircraft impossible
 - d. Instructions from air traffic control
 - e. A NOTAM, as defined in subsection 101.01(1) of the *Canadian Aviation Regulations*
 - f. A security threats
 - g. Airport operation issues
 - h. A medical emergency
 - i. A collision with wildlife
 - j. A labour disruption with the carrier or within an essential service provider such as an airport
 - k. A manufacturing defect in an aircraft that reduces the safety of the passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority
 - l. An order or instruction from an official of a state or a law enforcement agency or from a person responsible for aircraft security
- 2) The carrier will communicate with passengers in accordance with the provisions of Rule 97.

D. Alternate arrangements

- 1) In case of a delay of 3 hours or more, if the passenger desires, or a flight cancellation, the carrier will provide alternate travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible:

Small Carrier APPR:

- a. A confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, and is travelling on any reasonable air route from the same airport to the destination that is indicated on the passenger's original ticket.
- 2) To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including reasonable efforts to maintain any accommodations made for persons with disabilities.
 - 3) When a flight is disrupted for reasons outside the carrier's control, the passenger may apply to the carrier for a refund or ticket transfer.

Rule 91: Delay or cancellation – within the carrier's control

A. Applicability

- 1) This rule applies in respect of a carrier when there is a delay or cancellation due to a situation that is within a carrier's control and within the carrier's control but required for safety purposes. Rule 91(G) is applicable only if the delay or cancellation is within the carrier's control and is not required for safety purposes.

B. General

- 1) The carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
- 2) A delay or cancellation that is directly attributable to an earlier delay or cancellation that is within the carrier's control but is required for safety purposes, is considered to also be within that carrier's control but required for safety purposes, if that carrier took all reasonable measures to mitigate the impact of the earlier flight or cancellation.
- 3) The passenger who attempts to check-in after the carrier's check-in deadline or presents themselves at the boarding area after the carrier's boarding time deadline as specified under Rule 40, will not receive consideration per Rule 91 and will have their reservations cancelled as specified under Rule 105.
- 4) For domestic itineraries, irrespective of the treatment that may have been received, a passenger may invoke the provisions of Rule 120.
- 5) The carrier will communicate with passengers in accordance with the provisions of Rule 97.

C. Alternate arrangements

- 1) In case of a delay of 3 hours or more, if the passenger desires, or a flight cancellation, the carrier will provide alternate travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible:

Small Carrier APPR:

- a. A confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, and is travelling on any reasonable air route from the same airport to the destination that is indicated on the passenger's original ticket.
- 2) If the alternate travel arrangements offered, in accordance with (1) above, do not accommodate the passenger's travel needs, the carrier will:
 - a. In the case where the passenger is no longer at the point of origin that is indicated on the ticket and the travel no longer serves a purpose because of the delay or cancellation, refund the ticket, pursuant to Rule 125, and provide the passenger with a confirmed reservation that is for a flight to that point of origin which accommodates the passenger's travel needs; and
 - b. In any other case, refund the unused portion of the ticket. The amount of the refund will be calculated pursuant to Rule 125.
- 3) To the extent possible, the alternate travel arrangements must provide services that are comparable to those of the original ticket, including making every reasonable effort to maintain accommodations for persons with disabilities.
- 4) The carrier will refund the cost of any additional services purchased by a passenger in connection with their original ticket if:
 - a. The passenger did not receive those services on the alternate flight; or
 - b. The passenger paid for those services a second time.
- 5) Refunds under this section will be made in conformity with Rule 125 and must be paid by the method used for the original payment and to the person who purchased the ticket or additional service.

D. Standards of treatment

- 1) If the passenger has been informed of the delay or cancellation less than 12 hours before the departure time that is indicated on their original ticket and they have waited 2 hours after the departure time that is indicated on their original ticket, the carrier must provide the passenger with the following treatment free of charge:
 - a. Food and drink in reasonable quantities, taking into account the length of the wait, time of day and the location of the passenger; and
 - b. Access to a means of communication.
- 2) If the passenger has been informed of the delay or of the cancellation less than 12 hours before the departure time that is indicated on their original ticket and if the carrier expects that the passenger will be required to wait overnight for their original flight or for a flight reserved as part of their alternate travel arrangements, the carrier must offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the passenger, as well as transportation to the hotel or other accommodation and back to the airport.
- 3) The carrier may limit or refuse to provide a standard of treatment referred to in (1) and (2) above if providing that treatment would further delay the passenger.

E. Compensation

- 1) Compensation for inconvenience is only payable when the delay or cancellation is within the carrier's control and is not required for safety purposes.

- 2) If a passenger is informed 14 days or less before the departure time on their original ticket that their arrival of their flight at the destination that was indicated on their ticket will be delayed, the carrier will provide the minimum compensation for inconvenience as follows:
 - a. \$125, if the arrival of the passenger's flight at destination that is indicated on the original ticket is delayed by 3 hours or more, but less than 6 hours
 - b. \$250, if the arrival of the passenger's flight at destination that is indicated on the original ticket is delayed by 6 hours or more, but less than 9 hours
 - c. \$500, if the arrival of the passenger's flight at destination that is indicated on the original ticket is delayed by 9 hours or more.
- 3) If the passenger's ticket is refunded in accordance with (C)(2), the carrier will provide the minimum compensation of \$125.
- 4) To receive the minimum compensation referred to in (2) or (3) above, a passenger must file a request for compensation with the carrier before the first anniversary of the day on which the flight delay or cancellation occurred.
- 5) The carrier will, within 30 days after the day on which it receives the request, provide the compensation or an explanation as to why compensation is not payable.
- 6) If the carrier is required by this tariff to provide compensation to a passenger, the carrier will offer it in form of money. However, the compensation may be offered in another form (eg. vouchers) if:
 - a. Compensation in the other form has greater monetary value than the minimum monetary value of the compensation that is required under the APPR;
 - b. The passenger has been informed in writing of the monetary value of the other form of compensation;
 - c. The other form of compensation does not expire; and
 - d. The passenger confirms in writing that they have been informed of their right to receive monetary compensation and have chosen the other form of compensation.

Rule 92: Tarmac delay

A. Applicability

- 1) This rule applies to all passengers experiencing a tarmac delay.
- 2) For domestic itineraries, irrespective of the treatment that they may have received, a passenger may invoke provisions such as those that are set out in Rule 120.

B. General

- 1) Passengers who are experiencing a tarmac delay may, depending on the circumstances, also find relief pursuant to Rule 90 or Rule 91.
- 2) If a passenger requires urgent medical assistance while the flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, the carrier will facilitate access to the medical assistance.
- 3) If a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, the carrier will provide the passengers with the following treatment, free of charge:
 - a. If the aircraft is equipped with lavatories, access to those lavatories in working order

- b. Proper ventilation and cooling or heating of the aircraft
 - c. If it is feasible to communicate with people outside of the aircraft, the means to do so; and
 - d. Food and drink, in reasonable quantities, taking into account the length of the delay, time of day, and the location of the airport.
- 4) Once it becomes clear that the aircraft will experience a tarmac delay the carrier will communicate with the passengers in accordance with the provisions of Rule 97.

C. Tarmac delay (over 3 hours)

- 1) If a flight is delayed on the tarmac at an airport in Canada, the carrier will provide an opportunity for passengers to disembark:
 - a. 3 hours after the aircraft doors have been closed for take-off; and
 - b. 3 hours after the flight has landed, or at any earlier time if feasible.
- 2) Exception: Carrier is not required to provide an opportunity to disembark in accordance with (1) above if:
 - a. It is likely that take-off will occur less than 3 hours and 45 minutes after the doors are closed for take-off or after the flight has landed, and,
 - b. The carrier is able to continue to provide the standards of treatment referred to in (B)(3) above.
- 3) If a passenger opts to disembark pursuant to Rule 92 (C)(1) and the passenger fails to make themselves readily available for an immediate departure should that occur, the carrier:
 - a. Cannot guarantee that the passenger can be re-accommodated on to the aircraft,
 - b. Will treat the passenger, as appropriate, under the provisions of Rule 90 or Rule 91.
- 4) If the carrier allows disembarkation, it will, if feasible, give passengers with disabilities and their support person or service animal, if any, the opportunity to leave the aircraft first.
- 5) Exceptions: Rule 92(C) does not apply if providing an opportunity for passengers to disembark is not possible, including if it is not possible for reasons related to safety and security or to air traffic or customs control.

Rule 95: Denial of boarding – outside the carrier’s control

A. Applicability

- 1) This rule applies in respect of a carrier when there is a denial of boarding due to situations outside the carrier’s control. See Rule 95(C) for situations that are outside a carrier’s control.
- 2) This Rule does not apply in the situation of a refusal to transport a passenger due to for instance, health, safety or security reasons, or where the passenger has failed to follow carrier rules or instructions, has inappropriate travel documents or has failed to respect check-in times. To see the carrier’s policies in this respect, refer to Rule 105.

B. General

- 1) The carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.

- 2) The passenger holding a confirmed ticketed reservation must present themselves 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 as set out in Rule 40.
- 3) The passenger who attempts to check-in after the carrier's check-in deadline or presents themselves at the boarding area after the carrier's boarding time deadline as specified under Rule 40, will not receive consideration per Rule 95 and will have their reservations cancelled as specified under Rule 105.
- 4) A denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations outside the carrier's control, is considered to also be due to situations outside that carrier's control if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
- 5) For domestic itineraries, irrespective of the treatment that they may have received, a passenger may invoke provisions such as those set out in Rule 120.

C. Situations outside the carrier's control

- 1) Situations outside the carrier's control, include, but are not limited to the following:
 - a. War or political instability
 - b. Illegal acts or sabotage
 - c. Meteorological conditions or natural disasters that make safe operation of the aircraft impossible
 - d. Instructions from air traffic control
 - e. A NOTAM, as defined in subsection 101.01(1) of the *Canadian Aviation Regulations*
 - f. A security threats
 - g. Airport operation issues
 - h. A medical emergency
 - i. A collision with wildlife
 - j. A labour disruption with the carrier or within an essential service provider such as an airport
 - k. A manufacturing defect in an aircraft that reduces the safety of the passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority
 - l. An order or instruction from an official of a state or a law enforcement agency or from a person responsible for aircraft security
- 2) The carrier will communicate with passengers in accordance with the provisions of Rule 97.

D. Alternate arrangements

- 1) If there is a denial of boarding due to situations outside the carrier's control, the carrier will provide alternate travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible:
 - a. A confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, and is travelling on any reasonable air route from the same airport to the destination that is indicated on the passenger's original ticket.

- 2) To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including making every reasonable effort to maintain any accommodations for persons with disabilities.
- 3) If there is a denial of boarding due to reasons beyond the carrier's control, the passenger may apply to the carrier for a refund or ticket transfer.

Rule 96: Denial of boarding – within the carrier's control

A. Applicability

- 1) This rule applies in respect of a carrier when there is a denial of boarding due to situations within the carrier's control and within the carrier's control but required for safety. (G) is only applicable if the denial of boarding is within the carrier's control and is not required for safety purposes.
- 2) This Rule does not apply in the situation of a refusal to transport a passenger due to for instance, health, safety or security reasons, or where the passenger has failed to follow carrier rules or instructions, has inappropriate travel documents or has failed to respect check-in times. To see the carrier's policies in this respect, refer to Rule 105.

B. General

- 1) The carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
- 2) The passenger holding a confirmed ticketed reservation must present themselves 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 as set out in Rule 40.
- 3) The passenger who attempts to check-in after the carrier's check-in deadline or presents themselves at the boarding area after the carrier's boarding time deadline as specified under Rule 40, will not receive consideration per Rule 96 and will have their reservations cancelled as specified under Rule 105.
- 4) A denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations within the carrier's control but is required for safety purposes, is considered to also be within that carrier's control but required for safety purposes if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
- 5) For domestic itineraries, irrespective of the treatment that they may have received, a passenger may invoke provisions such as those set out in Rule 120.

C. Denial of boarding

- 1) In cases of denial of boarding within the carrier's control and within the carrier's control but required for safety purposes, the carrier will not deny boarding to a passenger unless it has asked all passengers if they are willing to give up their seat. As such, the carrier will make an announcement and ask for volunteers to relinquish their seat from among the confirmed passengers. As the same time, the carrier will announce what type of benefits passengers will be entitled to should they voluntarily relinquish their seat. The carrier will advise any passenger

who expresses an interest in relinquishing their seat of the amount of compensation a passenger could receive pursuant to (G)(1) if there is a denial of boarding.

- 2) Attempts to find volunteers may take place at the check-in or boarding areas. The carrier may also seek volunteers before the passenger arrives at the airport. The carrier will continue to make this request of passengers until it obtains enough volunteers to prevent a denial of boarding or until it determines that it does not, despite its best efforts, have enough volunteers.
- 3) If the carrier offers a benefit in exchange for a passenger willingly relinquishing their seat in accordance with (1) above and a passenger accepts the offer, or if they negotiate a benefit acceptable to both parties, the carrier will provide the passenger with a written confirmation of that benefit before the flight departs. A passenger who willingly relinquishes their seat is not considered to be a passenger who has been subject to a denial of boarding by the carrier and as such, is not entitled to compensation pursuant to (G).
- 4) The carrier will not deny boarding to a passenger who is already on-board the aircraft unless the denial of boarding is required for reasons of safety. However, passengers may still elect to volunteer to relinquish their seat if already on-board the aircraft in exchange for benefits agreed upon with the carrier.
- 5) If denial of boarding is necessary, the carrier will give priority for boarding to passengers in the following order:
 - a. An unaccompanied minor
 - b. A person with a disability and their support person or service animal, if any;
 - c. A passenger who is travelling with family members;
 - d. A passenger who was previously denied boarding on the same ticket;
 - e. All other passengers with confirmed and ticketed reservations in the order in which they presented themselves for check-in.
- 6) The carrier will communicate with passengers in accordance with the provisions of Rule 97.

D. [Alternate arrangements](#)

- 1) If there is a denial of boarding due to situations within the carrier's control or within the carrier's control but required for safety purposes, the carrier will provide alternate travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible:
 - a. A confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, and is travelling on any reasonable air route from the same airport to the destination that is indicated on the passenger's original ticket.
- 2) To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including making every reasonable effort to maintain any accommodations for persons with disabilities.
- 3) If the alternate travel arrangements offered in accordance with (E)(1) do not accommodate the passenger's travel needs, the carrier will:
 - a. In the case where the passenger is no longer at the point of origin that is indicated on the ticket and the travel no longer serves a purpose because of denied boarding, refund the ticket, pursuant to Rule 125 and provide the passenger with a confirmed reservation

that is for a flight to that point of origin which accommodates the passenger's travel needs; and

- b. In any other case, refund the unused portion of the ticket. The amount of the refund will be calculated pursuant to Rule 125.
- 4) The carrier will refund the cost of any additional services purchased by the passenger in connection with their original ticket if:
 - a. The passenger did not receive those services on the alternate flight; or
 - b. The passenger paid for those services a second time/
- 5) Refunds under this section will be made in conformity with Rule 125 and must be paid by the method used for the original payment and to the person who purchased the ticket or additional service.

E. Standards of treatment

- 1) Before a passenger board the flight reserved as an alternate travel arrangement per (D)(1), the carrier will provide them with the following treatment free of charge:
 - a. Food and drink in reasonable quantities, taking into account the length of the wait, time of day and the location of the passenger; and
 - b. Access to a means of communication.
- 2) If the carrier expects that the passenger will be required to wait overnight for a flight reserved as part of their alternate travel arrangements, the carrier must offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the passenger, as well as transportation to the hotel or other accommodation and back to the airport.
- 3) The carrier may limit or refuse to provide a standard of treatment referred to in (1) and (2) above if providing that treatment would further delay the passenger.

F. Compensation

- 1) Compensation is only payable when the denial of boarding is within the carrier's control and is not required for safety purposes.
- 2) If a denial of boarding that is within the carrier's control occurs, the carrier will provide the following compensation for inconvenience to the affected passenger:
 - a. \$900, if the arrival time of the passenger's flight at destination that is indicated on the original ticket is delayed by less than 6 hours
 - b. \$1800, if the arrival time of the passenger's flight at destination that is indicated on the original ticket is delayed by 6 hours or more, but less than 9 hours
 - c. \$2400, if the arrival time of the passenger's flight at destination that is indicated on the original ticket is delayed by 9 hours or more.
- 3) The carrier will provide the compensation to the passenger as soon as it is operationally feasible, but not later than 48 hours after the denial of boarding.
- 4) If the compensation is paid before the arrival of the flight reserved as part of alternate travel arrangements made pursuant to (D) above, at the destination that is indicated on their ticket, that compensation will be based on the flight's expected arrival time.

- 5) If it is not possible to provide the compensation before the boarding time of the flight reserved as part of alternate travel arrangements made pursuant to (D) above, the carrier will provide the passenger with a written confirmation of the amount of compensation that is owed.
- 6) If the arrival of the passenger's flight at the destination that is indicated on their original ticket is after the time that it was expected to arrive when the compensation was paid or confirmed in writing and the amount that was paid or confirmed no longer reflects the amount due in accordance with (2), the carrier will adjust the amount of the compensation.
- 7) If the carrier is required by (2) above to provide compensation for a denial of boarding to a passenger, the carrier will offer it in the form of money. However, the compensation may be offered in another form (eg. vouchers) if:
 - a. Compensation in the other form has greater monetary value than the minimum monetary value of the compensation that is required under the APPR;
 - b. The passenger has been informed in writing of the monetary value of the other form of compensation;
 - c. The other form of compensation does not expire; and
 - d. The passenger confirms in writing that they have been informed of their right to receive monetary compensation and have chosen the other form of compensation.

Rule 97: Communication of information – cancellation, delay, tarmac delay, or denial of boarding

A. General

- 1) In cases where one of the following applies:
 - a. Rule 90, Delay or cancellation – outside the carrier's control
 - b. Rule 91, Delay or cancellation – within the carrier's control
 - c. Rule 92, Tarmac delay
 - d. Rule 95, Denial of Boarding – outside the carrier's control
 - e. Rule 96, Denial of Boarding – within the carrier's control

Pursuant to the provisions of the APPR, the carrier will provide the following information to the affected passengers:

- i. The reason for the delay, cancellation, or denial of boarding
 - ii. The compensation to which the passenger may be entitled for the inconvenience,
 - iii. The standard of treatment for passengers, if any,
 - iv. The recourse available against the carrier, including their recourse to the Agency.
- 2) In the case of a delay, the carrier will communicate status updates every 30 minutes until a new departure time for the flight is set or alternate travel arrangements have been made for the affected passenger.
- 3) The carrier will communicate new information to passengers as soon as feasible.
- 4) The information of paragraph (1) above will be provided by means of audible announcements. Visible announcements will be provided upon request.

- 5) The information on paragraph (1) above will also be provided to the passenger using the available communication method that the passenger has indicated the prefer, including a method that is compatible with adaptive technologies intended to assist persons with disabilities.

Rule 105: Refusal to transport

A. General

- 1) A refusal to transport a passenger only occurs in situations where the carrier operates a flight on which the passenger had a confirmed reservation but that specific passenger is not permitted to continue their journey on that flight due to any reasons specified in the paragraphs below. Refusal to transport can occur at the start of any journey or while the passenger is en route to their destination.
- 2) Flight delay, flight cancellation and denial of boarding to not constitute a situation of refusal to transport.

B. Refusal to transport – removal of passenger

- 1) The carrier will refuse to transport, or will remove any passenger at any point, for any of the following reasons:
 - a. Government requests, regulations and force majeure
Whenever it is necessary or advisable to:
 - i. Comply with any government regulation
 - ii. Comply with any government request for emergency transportation
 - iii. Address force majeure
 - b. Search of passenger and property
When the passenger refuses to permit a search of their person or property for explosives or for concealed, prohibited, deadly or dangerous weapon(s) or article(s)
 - c. Proof of identity/age
When the passenger refuses a request to produce government-issued identification to demonstrate proof of identity
 - d. Band Council Resolution (BCR)
When the passenger has been prohibited to travel to a community and the flight will land at said community either as the final destination or as a stopover
 - e. Failure to comply with the carrier's rules and regulations
When the passenger fails or refuses to comply with rules and regulations of the carrier as stated in this tariff
 - f. Passenger's condition
When the passenger's actions or inactions prove to the carrier that their mental, intellectual or physical condition is such as to render them incapable of caring for themselves without assistance or medical treatment en route unless:
 - i. The passenger is accompanied by a support person who will be responsible for assisting with the passenger's needs en route
 - ii. The passenger complies with the requirements of Rule 71.

Exception: the carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance, except where accepting the person could jeopardize security, public health or public safety as per Rule 71.

Note: If the passenger is accompanied by a support person and the passenger is refused transport, then the support person will also be refused transport and the two will be removed from the aircraft together.

- iii. When the passenger has a contagious disease
- iv. When the passenger has an offensive odour

Medical clearance: 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 can require the passenger to provide a medical certificate that then may be assessed by the carrier's own medical officer as a condition of the passenger's acceptance for subsequent travel. The carrier may refuse transportation to the person posing such hazard or risk.

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 pregnancy without a medical certificate
 - 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 the certificate must state the estimated date of birth.
- g. Failure to provide suitable escort
- When the passenger requires an escort due to a 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 advanced 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 care of a psychiatric institution or in custody of law enforcement personnel or other responsible authority:
- i. Medical authority furnishes assurance, in writing, that an escorted person with a mental health condition can be transported safely.
 - ii. Request for carriage is made at least 48 hours before scheduled departure.
 - iii. The escort must accompany the escorted passenger at all times.
 - iv. Passenger in custody of law enforcement personnel or other responsible authority must be manacled.

C. 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 passengers and/or the carrier's employees; the safety of the aircraft; the unhindered performance of the crew members in their duty onboard the aircraft; or safe and adequate flight operations:

- a. The person, in the reasonable judgment 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 reasonable judgment of a responsible employee of the carrier, there is a possibility that the person would cause disruption or serious impairment to the physical comfort or safety of other passengers or carrier's employees, interfere with a crew member in the performance of his/her duties, or otherwise 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 passengers or unborn children) or to property.
- d. The person fails to observe the instructions of the aircraft crew, including instructions to stop any prohibited conduct.
- e. The person is unable or unwilling to sit in his/her assigned seat with the seat belt fastened.
- f. The person smokes or attempts to smoke in the aircraft.
- g. The person uses or continues to use a cellular phone, a laptop computer or another electronic device onboard the aircraft after being advised to stop such use by a member of the crew.
- h. The person is barefoot.
- i. The person is inappropriately dressed.
- j. 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 government regulations.
- k. 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 decides that the passenger has engaged in prohibited conduct described above, the carrier may impose any combination of the following sanctions:

- a. Removal of the passenger at any point.
- b. Probation: 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; the 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 a possible lifetime ban:
 - i. The person continues to interfere with the performance of a crew member's duties despite verbal warnings by the crew to stop such behavior.
 - ii. The person injures a crew member or other passenger or subjects a crew member or other 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 as mentioned in (b) above.

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

D. Recourse of the passenger/limitation of liability

- 1) In case of refusal to transport a passenger on a specific flight or removal of a passenger en route for any reason specified in the foregoing paragraphs, the passenger will not be entitled to any refund for any services purchased, whether in whole or in part.
- 2) Notwithstanding (1) above, passengers will be entitled to all other additional rights that they may have under this tariff.
- 3) A person who is refused carriage for a period of time or to whom a probation notice is served, may provide to the carrier, in writing, the reasons why they believe they no longer pose a threat to the safety/comfort of passengers, crew or aircraft. The carrier will respond to the passenger within a reasonable period of time providing the carrier's assessment as to whether it remains necessary to continue the ban or maintain the probation period.

Rule 115: 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 they have been issued a valid ticket for the flight. Such proof must be in the form of an itinerary/receipt, a record locator or ticket number, or a 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 and boarding pass.

- 3) The ticket remains at all times the property of the carrier which issued the ticket.
- 4) 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. Validity for carriage

- 1) **General:** When validated, the ticket is good for carriage from the airport of departure to the airport of destination via the route shown on the ticket or boarding pass, and is valid for the period of time referred to in (2) below. The passenger will be accepted for carriage on the date and flight segments for which a seat has been reserved. When flight segments are issued on an “open ticket” basis (see (C) below), 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 one year from the date on of issuance of the original ticket.
- 3) **Computation of the Ticket Validity:** When computing the ticket validity i.e., the minimum/maximum stays and any other calendar periods set out in the ticket, the first day to be counted will be the day following the date that transportation commenced or that the ticket was issued.
- 4) **Expiration of Validity:** Tickets expire at midnight on the last day of validity based on where the ticket was issued.

C. Open tickets

- 1) If a ticket or flight coupon is issued without a specific seat on a flight being reserved in the carrier’s reservation system, i.e., 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.

D. Transferability

- 1) Passengers may submit a request to the carrier, in writing, to transfer a ticket to another individual. A change fee may apply.

E. Lost tickets

- 1) The carrier issues an electronic ticket number to confirm a reservation. An itinerary receipt duplicate (a copy of the electronic ticket) may be obtained from the carrier upon request if one of the following is provided to the carrier: Passenger name detail, record locator, ticket number, flight number and travel date, with the origin and destination, or the credit card that was used to pay for the electronic ticket.

Part IV – After travel

Rule 120: Liability of the carrier

A. Laws and provisions applicable

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

- 1) **Baggage:** 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. Except as provided below, the liability of the carrier is limited to sum of \$2,350 CAD for each passenger in the case of destruction, loss, damage or delay of baggage, whether checked or unchecked.
 - b. Unless the passenger proves otherwise, unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.
 - c. The passenger may make a special declaration that their baggage has a higher value than the carrier's maximum liability. If the passenger does so, then the passenger must make this declaration to the carrier at the time of check-in and, if required by the carrier, shall as per Rule 55, pay the supplementary charge to allow for additional liability coverage in the case of destruction, loss, damage or delay of their checked baggage.
 - i. **Exception:** The carrier is not liable for the declared amount if it can prove that it is greater than the passenger's actual interest in delivery at destination.
 - d. In the case of unchecked baggage, the carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents.
 - e. The carrier is liable for the damage sustained in case of destruction or loss of, or damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on-board the aircraft or during any period within which the checked baggage was in the charge of the carrier. 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. Further, the carrier's liability for the destruction, loss, damage, or delay of baggage is subject to the same terms, liabilities and defences as those that are set forth in the Montreal Convention in the context of international transportation.
 - f. 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 delivering mobility aids, when such items have been accepted as checked baggage or otherwise. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid.
 - g. Notwithstanding the normal carrier liability as contained in this rule, the limit of liability will be waived for claims involving the injury or death of services animals. In the event of injury or death of such an animal, compensation is to be based on the cost of treatment or replacement value of the animal.

- h. The carrier reserves all defences and limitations available in the context of international transportation under the Montreal Convention. The limits of liability shall not apply in cases described in Article 22(5) of the Montreal Convention.
- 2) The carrier will refund to the passenger any fees paid for the transportation of the baggage that was delayed, damaged, or lost.
- 3) **Mobility Aids:** In the event that a mobility aid of a person with a disability is lost or damaged:
 - a. The air carrier will immediately provide a suitable temporary replacement without charge;
 - b. If a damaged aid can be repaired, in addition to (a) above, the air carrier will arrange, at its own expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible;
 - c. If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours following the passenger's arrival, the carrier will, in addition to (a) above, replace it with an equivalent aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.
- 4) **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.
- 5) **Passenger delay:** The carrier shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:
 - a. The carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures
 - b. Damages occasioned by delay are subject to any limitation or defence recognized by a Court with proper jurisdiction over a claim.
 - c. In no cases shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.
- 6) **Bodily Injury:** The carrier shall be liable for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:
 - a. The liability of the carrier in respect of the death of, or injury to, a passenger is limited to the sum of \$235,000 CAD.
 - b. The carrier shall not be liable for damages to the extent that they exceed \$235,000 for each passenger if the carrier proves that:
 - i. Such damage was not due to the negligence or other wrongful act or omission of the carrier or its agents; or
 - ii. Such damage was solely due to the negligence or other wrongful act of omission of a third party.
 - c. The carrier reserves all other defences and limitations available to it recognized by a Court with proper jurisdiction over a claim.
 - d. With respect to third parties, the carrier reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity. The carrier agrees that, subject to applicable law, recoverable compensatory damages for such

claims may be determined by reference to the laws of the country of the domicile or permanent residence of the passenger.

- e. The carrier is not liable:
 - i. 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
 - ii. In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger
- 7) In cases of bodily injury or death, the carrier shall make an advance payment where the carrier determines it is necessary to meet the economic needs of and hardship suffered by, a passenger as provided in the following paragraphs:
 - a. Unless a dispute arises of the identity of the person to whom an advance payment shall be made, the carrier shall, and without delay, make the advance payment to the passenger in an amount(s) determined by the carrier in its sole discretion. In the event of the death of a passenger, the amount of the advance payment shall not be less than \$1000CAD, which shall be paid to a representative of the passenger's next of kin eligible to receive such advance payment as determined by the carrier in its sole discretion.
 - b. The carrier shall make the advance payment as an advance against the carrier's liability under this tariff. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgement with respect to any claim for compensation on behalf of the passenger.
 - c. The carrier, in making an advance payment to any claim, does not waive any rights, defences, or limitations available to it, nor shall any acceptance of an advance payment constitute release of any claim, whatsoever, by any person.
 - d. The carrier, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be a voluntary contribution or contractual payment on the part of the carrier.
- 8) The carrier may recover an advance payment from any person where it is proven that the carrier is not liable for any damage sustained by the passenger, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.
- 9) In no cases shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.

B. [Time limitations on claims and actions](#)

- 1) Subject to applicable laws, an action for damages must be brought within 2 years 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.
- 2) A complaint to the carrier must be made in writing to the carrier within 7 days from the date of receipt in the case of damage to baggage, and within 21 days from the date on which the baggage has been placed at the passenger's disposal, in the case of delay.

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

C. Notices

- 1) The carrier will provide each passenger on a domestic itinerary with the following written notice:

With respect to damages related to baggage, on domestic flights, the APPR apply the same rules and liability limits as those of the Montreal Convention which may limit the liability of the carrier in respect of destruction or loss of, or damage to, baggage, and for delay of baggage.

Rule 125: Refunds

A. General

- 1) The passenger must present to the carrier or its authorized agent the unused flight coupons of a ticket, an itinerary/receipt, a record locator, or a ticket 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 ticket purchase, the purchaser designates another person to whom the refund shall be made, then the refund will be made to the person so designated. To do so, the passenger must the carrier directly.
- 4) 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 refund requests within 3 business days for credit card purchases and within 7 business days for cash or cheque transactions.

B. Involuntary refunds

- 1) Involuntary refunds are not subject to any restriction contained in the applicable fare rule.
- 2) If no portion of the ticket has been used, the refund will be the full amount of the fares and charges paid, in case of a:
 - a. Delay or cancellation – within the carrier’s control and within the carrier’s control but required for safety purposes (as governed by Rule 91); or
 - b. Denial of boarding – within the within the carrier’s control and within the carrier’s control but required for safety purposes (as governed by Rule 96); or
- 3) If a portion of the ticket has been used, the carrier will refund the unused portion of the ticket, prorated based on mileage in the case of a:
 - a. Delay or cancellation – within the carrier’s control and within the carrier’s control but required for safety purposes (as governed by Rule 91); or
 - b. Denial of boarding – within the within the carrier’s control and within the carrier’s control but required for safety purposes (as governed by Rule 96); or
- 4) The involuntary refund of tickets shall be made using CAD currency.
- 5) The APPR do not require that airlines provide refunds to passenger when flights are disrupted for reasons outside the carrier’s control.

C. Voluntary refunds

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

D. Time limit

- 1) The passenger may request a refund for goods and services purchased but not used up to 48 hours before the originally scheduled departure date.

E. Refunds in the 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 not subject to any restriction 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 travel between the point 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 coupon(s) and death certificate, or a copy duly executed by the competent authorities, 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

- 1) 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

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

Appendix A RATE INFORMATION

Scheduled Passenger Fares (including HST) - Table "A"					
	YTS Timmins	YMO Moosonee	YFA Fort Albany	ZKE Kashechewan	YAT Attawapiskat
YTS Timmins		\$625.00	\$795.00	\$805.00	\$905.01
YMO Moosonee	\$630.00		\$445.01	\$445.01	\$565.00
YFA Fort Albany	\$755.00	\$440.00		\$320.00	\$420.00
ZKE Kashechewan	\$805.00	\$440.00	\$320.00		\$420.00
YAT Attawapiskat	\$905.01	\$559.99	\$420.00	\$420.00	

Cargo Rates - Price per Pound (including HST) - Table "A"					
From/To	YTS	YMO	YFA	ZKE	YAT
YTS		\$2.26	\$2.66	\$2.66	\$2.88
YMO	\$1.70		\$1.13	\$1.13	\$1.70
YFA	\$2.66	\$1.13		\$1.13	\$1.70
ZKE	\$2.66	\$1.13	\$1.13		\$1.70
YAT	\$2.88	\$1.70	\$1.70	\$1.70	

Cargo Rates – Continued - Table "A"		Price per Item
Envelopes – All scheduled destinations		\$30.00
Minimum cargo charge – All scheduled destinations		\$45.00
Dangerous Goods Paperwork and Handling		\$80.00