

FLAIR AIRLINES LTD.
DOMESTIC SCHEDULED PASSENGER TARIFF
RULES, RATES AND CHARGES APPLICABLE TO THE TRANSPORTATION OF PASSENGERS
AND THEIR BAGGAGE BETWEEN POINTS IN CANADA

Issue and Effective Dates noted are applicable to the entirety of the tariff
except as noted within specific Rule(s)

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PART I – GENERAL TARIFF INFORMATION

EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

\$	Dollar(s)
APPR	<i>Air Passenger Protection Regulations</i> , SOR/2019-150 made pursuant to the <i>Canada Transportation Act</i> , S.C. 1996, c. 10
ATPDR	Accessible Transportation for Persons with Disabilities Regulations, under the <i>Canada Transportation Act</i> (Canada)
ATR	Air Transportation Regulations, under the <i>Canada Transportation Act</i> (Canada) CAD Canadian Dollar(s)
CTA	Canadian Transportation Agency IATA International Air Transport Association
ICAO	International Civil Aviation Organization No Number
SDR	Special Drawing Rights, an international reserve asset created by the International Monetary Fund

RULE 1 – DEFINITIONS

"APPR Voucher" means an electronic fixed sum monetary credit issued by the Carrier to a passenger in lieu of monetary compensation owed under the APPR or in lieu of any other refund owing to the Customer or passenger under the Contract of Carriage, which APPR Voucher has no termination date, represents a greater value than the compensation owed under the APPR or the refund and that may be used toward future flights with the Carrier or ancillaries. An APPR Voucher has no monetary value, is non-transferable and non-refundable, and acceptance of an APPR Voucher is full and complete satisfaction of all moneys owned by Carrier to the passenger in respect of the matter giving rise to the duty to compensate or refund. Acceptance of an APPR Voucher by passenger or Customer in lieu of a monetary refund for a flight shall be deemed for all purposes to terminate the original Reservation which will be closed in the Carrier's booking systems and thereby treated as a fully completed Reservation. Upon acceptance of an APPR Voucher, the Customer shall be deemed to have waived and released any right to contest charges or amounts in respect of any related credit card transaction whether directly with Carrier or through a payment processor, and all air travel services under such Reservation shall be considered for all purposes to have been fully carried out, rendered and satisfied.

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

"bank of seats" means passenger seats that are immediately adjacent to each other and does not include passenger seats that are across the aisle.

"Boarding Area" means the area, typically identified by a gate number or letter or other area arranged for such purpose, where the Carrier or its agent examines the passenger's Boarding Pass prior to the passenger being permitted on the aircraft.

"Boarding Pass" includes either a paper document or an electronic document issued by the Carrier to the passenger after the passenger has checked in for their flight and, when it shows a seat assignment, permits a passenger to board a particular flight.

"Boarding Time Deadline" is the time limit by which the passenger must be present at the designated Boarding Area of their flight.

"Carrier" means Flair Airlines Ltd., having its head office at 6543-1000 Airport Road, Edmonton International Airport, Edmonton AB T9E 0V3.

"Carry-on Baggage" means all Unchecked Baggage excluding Personal Items, which is generally stowed in an aircraft's overhead stowage bins.

"Checked Baggage" means Baggage of which the Carrier or its agent takes custody from the passenger for the duration of the flight.

"Check-in Deadline" is the time limit by which the passenger must have (i) completed check-in formalities, (ii) received a Boarding Pass, and (iii) checked in Checked Baggage, if applicable.

"Commercial Agreement" means an agreement to sell a Reservation on another carrier's flight, or each other's flights (such as codeshare, or a block space agreement). The Carrier does not hold a Commercial Agreement with any other air carrier for the purposes of alternate arrangements under the APPR.

"Contact Centre" means the Carrier's customer service support system.

"Contract of Carriage" means the binding contract entered into between the Carrier, a Customer and each passenger that makes or is named in a Reservation for air travel services to be provided by Carrier, whether that Customer or passenger is represented by an agent or not and whether or not that passenger completes such services. The Contract of Carriage is effective as of and from the time the Reservation is

made and contains the rules, obligations and liabilities of the passenger and the Carrier relating to the air travel services, including terms and conditions set out in the Reservation, including but not limited to check in and boarding deadlines, and the terms and conditions set out in the version of this Tariff in force at the Reservation is made.

“Controllable” or “Within the Carrier’s Control” means caused primarily by factors within the Carrier’s control, but does not include Controllable for Safety.

“Convention” means the Convention for the unification of certain rules relating to international carriage by air, signed at Warsaw, 12 October 1929, or that convention as amended by the Hague protocol, 1955, or the Montreal Convention signed in Montreal on 28 May 1999 whichever may be applicable to carriage hereunder.

“Customer” means the person who makes any payment in respect of a Reservation, whether or not such person is also a passenger named in such Reservation. The Customer agrees that any extra charges for services, fees, or taxes under this Tariff that a passenger incurs as part of the Customer’s booking may be charged to the Customer. The Customer also agrees that any limits on the Carrier’s liability that apply to a Passenger under this Tariff will also apply to the Carrier’s liability toward the Customer for that Passenger. Whenever a Customer agrees to a term or condition, including any release or waiver of rights, in any transaction with Carrier, such term or condition, release or waiver shall be deemed to have been agreed to and accepted by each and every passenger on the applicable Reservation or Contract of Carriage.

“Denied Boarding” occurs when the number of seats that may be occupied on the flight is less than the number of passengers who have checked in by the required time, hold a confirmed Reservation and valid travel documentation and are present at the boarding gate at the required boarding time.

“Destination” means the ultimate stopping place according to the Contract of Carriage, as shown on the Reservation.

“Disability” means any impairment, including a physical, mental, intellectual, cognitive, learning, communication, or sensory impairment — or a functional limitation — whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person’s full and equal participation in society.

“Emotional Support Dog” means a dog which, regardless of any training or usefulness to a passenger, does not qualify as a Service Dog and so is treated as a pet and subject to the rules applicable to the carriage of pets under the Contract of Carriage.

“Force Majeure” means any unforeseeable circumstances beyond the Carrier’s control, the consequences of which could not have been avoided even if reasonable due care had been exercised including, but without limitation, meteorological and geological conditions, acts of God, strikes, riots, civil commotions, embargoes, wars, hostilities, public health emergencies, pandemics, disturbances, unsettled international conditions, shortage of fuel or facilities, or labour disputes, either actual, threatened or reported, Carrier’s crew member illness or injury, facility issues, immigration and customs, security issues, medical diversions or unruly passengers and any event which effects air transportation generally at the relevant location.

“Future Travel Credits” means an amount electronically and automatically credited to a Reservation in response to a permitted cancellation or modification of air travel services by a Customer or passenger, which credit expires 12 months after the date of the original Reservation, is non-transferable and non-refundable. Such credited amounts have no monetary value and cannot be equated to currency. The crediting of such amount to the account of a passenger or Customer shall be deemed for all purposes to terminate the Reservation in respect of the cancelled or modified air travel services, the Customer shall be deemed to have waived and released any right to contest charges or amounts in respect of any

credit card transaction whether directly with Carrier or through a payment processor, and all such services under such Reservation shall be considered for all purposes to have been fully carried out, rendered and satisfied. The passenger or Customer, as applicable, bears all risk regarding the loss of such credited amounts through expiration or otherwise.

“Large Carrier APPR” is a carrier that has transported a worldwide total of two million passengers or more during each of the two preceding calendar years.

“Large Carrier ATPDR” is a carrier that has transported a worldwide total of one million passengers or more during each of the two preceding calendar years.

“Mobility Aid” means any manual or electric wheelchair, scooter, boarding chair, walker, cane, crutch, prosthesis, or other aid that is specially designed to assist a Person with a Disability with a need related to mobility.

“Origin” means the initial starting place of the journey as shown on the Reservation.

“passenger” includes any individual (other than flight and deck crew) who (or on whose behalf another person) utilizes the Carrier’s website, Carrier mobile booking app or Third-Party Booking Platform with the intent of booking air travel services with the Carrier. For the purpose of the Carrier’s obligations towards a passenger the Carrier may require confirmation of the passenger’s identity in accordance with this Tariff, as well as proof of a fully paid Reservation under which the passenger is identified as the beneficiary of a flight and/or any ancillary services booked with or provided by the Carrier.

“Person with a Disability” includes any person with any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment — or a functional limitation — whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person’s full and equal participation in society.

“Personal Item” means a small personal item brought into a cabin with a passenger, as more detailed in this Tariff.

“Refusal to Transport” means, despite a passenger holding a valid Reservation, the refusal by Carrier to check in or board a passenger or, if necessary, the removal of the passenger by Carrier from a flight at any point for reasons found in Rule 18 below.

“Resale Voucher” means the electronic voucher issued by Carrier to a Customer under the Carrier’s resale service, all as more particularly described in this Tariff.

“Reservation” means an accepted and confirmed booking made by a person for flight(s) with the Carrier including any ancillaries under such Reservation and further including all information set out in the electronic confirmation of Reservation or communications regarding such Reservation, the baggage check and accompanying notices regarding Baggage.

“Routing” means the points via which travel is planned to take place for a specific fare.

“Service Dog” means a dog that has been individually trained by an organization or person specializing in Service Dog training to perform a task to assist a Person with a Disability with a need related to their disability.

“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 the safe operation of the aircraft impossible; (d) instructions from air traffic control; a *NOTAM*, as defined in subsection 101.01(1) of the *Canadian Aviation Regulations*; (f) a security threat; (g) airport operation issues; (h) a medical emergency; (i) a collision with wildlife; (j) a labour disruption within the Carrier or within an essential service provider such as an airport or an air navigation service provider; (k) a manufacturing defect in an aircraft that reduces the safety of 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 airport security; an event of (m) Force Majeure; and (n) a delay, cancellation or Denial of Boarding that is directly attributable to an earlier delay or cancellation that is due to Situations Outside the Carrier's Control, if the Carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

"Support Person" means a person who is needed by a Person with a Disability, because of the nature of their Disability, after departure and before arrival for assistance with: eating meals, taking medication, using the washroom, transferring to and from a passenger seat or orientation and communication; or for physical assistance in an emergency, including in the case of an evacuation or decompression.

"Tariff" means this tariff, including all terms and conditions which may be set out in the definitions, as at the date of the commencement of the scheduled air travel service with Carrier.

"Tarmac Delay" occurs when a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed.

"Third-Party Booking Platform" are third party, non-Carrier related providers of travel booking services (for example, Expedia, Booking.com, Flight Hub, and similar) that manage platforms (websites, apps) to book flights and other travel experiences on behalf of their customers, and whose business, services, fees, charges, and communications are not the responsibility of the Carrier

"Unchecked Baggage" means all Baggage accompanying the passenger into the cabin of an aircraft, including Carry-on Baggage and Personal Items (but excluding Checked Baggage).

"Within the Carrier's Control but Required for Safety" or "Controllable for Safety" means required by law in order to ensure aviation safety or the safety of the public and includes required by safety decisions made within the authority of the pilot of the aircraft or aircraft maintenance personnel or any decision made in accordance with the Carrier's safety management system (but does not include scheduled maintenance in compliance with legal requirements). A delay, cancellation which is directly attributable to an earlier delay or cancellation that is within that 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.

RULE 2 – APPLICATION OF TARIFF

(A) General

- (1) **This Tariff contains the conditions of carriage and practices upon which the Carrier transports and agrees to transport passengers and Baggage and are expressly agreed to by the passenger to the same extent as if such rules were included as conditions in the Contract of Carriage, provided that in the event of any conflict between this Tariff and the *Canada Transportation Act*, the APPR, the *Carriage by Air Act*, or other applicable law, the applicable law shall govern to the extent of such conflict.**
- (2) Transportation with the Carrier is subject to the rules, fares and charges in effect on the date on which such transportation commences at the point of Origin designated on the Reservation.
- (3) Scheduled flights between Canadian cities shall be subject to the rules, rates and charges published or referred to in this Tariff.
- (4) The Carrier will only be liable for any claims of compensation amounts or damages as a result of its own operations according to the *Canada Transportation Act*, APPR, ATR, and other national rules regulating the general liability of airlines carrying passengers and their Baggage.

- (5) The Carrier will be responsible for the furnishing of transportation only over its own lines. When the Carrier undertakes to make a booking, check Baggage, or make any other arrangements for transportation over the lines of any other carrier, the Carrier will act only as agent for such other carrier and will assume no responsibility for the acts or omissions of such other carrier.
- (6) No agent, employee or representative of the Carrier has authority to alter, modify or waive any provisions of the Contract of Carriage or of this Tariff unless authorized in writing by an officer of the Carrier.
- (7) Unless stated otherwise in this Tariff, domestic transportation shall be subject to the limits of liability in relation to delay or bodily injury which are prescribed under the Convention, despite the inapplicability of the Convention to domestic transportation.
- (8) The Carrier incorporates its privacy policy, found on the Carrier's website, into this Tariff.

(B) Gratuitous Carriage

With respect to gratuitous carriage, the limitations of liability set out in this Tariff apply despite no monies having been paid for a Reservation and in such circumstances, by agreeing to travel with Carrier, the passenger agrees that good and valuable consideration was provided sufficient to make the Contract of Carriage a binding contract.

(C) Passenger Recourse

- (1) Any compensation offered to passengers pursuant to this Tariff will be offered in complete settlement of any claims a passenger may have against the Carrier whatsoever, with regards to the subject matter of the compensation, and acceptance of an offer of compensation will be deemed to be a complete release by the passenger of all claims relating to the relevant subject matter.
- (2) Any compensation accepted by a passenger or Customer pursuant to this Tariff which constitutes a refund for the payment of the relevant flight will terminate the Reservation in relation to that passenger, or in relation to all passengers if accepted by Customer, in respect of such flight and the Customer and passenger(s) shall be deemed to have waived and released any right to contest charges or amounts in respect of any credit card transaction whether directly with Carrier or through a payment processor and all such travel services under the Reservation will be considered and deemed for all purposes to have been fully satisfied, rendered and completed.
- (3) In the case of dispute with the Carrier, passengers should, as the first recourse, try to resolve any problem by dealing directly with the Carrier.
- (4) If the passenger has attempted to resolve a complaint with the Carrier and is still not satisfied, the passenger has the right to take the matter to the CTA.

The passenger agrees that the CTA has exclusive jurisdiction for any claims that may arise under this Tariff, however founded, except to the extent such dispute relates solely to bodily injury or death in which case the appropriate court shall have jurisdiction over such matter.

(D) Self-Identification – large carrier

- (1) For the purposes of establishing obligations toward passengers under the APPR, Carrier declares that it is a Large Carrier APPR.

Accessibility for Persons with Disabilities

- (2) For the purposes of establishing obligations toward a Person with a Disability under the ATPDR or otherwise, the Carrier declares that it is a Large Carrier ATPDR and that it has included a statement on its website indicating that it is subject to the ATPDR.

RULE 3 – FARES, ROUTING, RATES AND CHARGES

(A) General

- (1) The price of transportation shall be disclosed at the time of confirmation, however, fares are subject to change without notice.
- (2) Fares are subject to change until purchased. All domestic fares plus applicable taxes and fees are per passenger for each way of travel and include a randomly assigned seat and one Personal Item.
- (3) All other services or ancillary products are optional for purchase, and can be found on Carrier's website within its flight booking and trip management features.
- (4) The passenger is fully responsible for the fees, charges, reimbursements, communications, and contractual terms as may be applicable of any Third-Party Booking Platforms that the passenger has used in order to book a flight with the Carrier, and the Carrier holds no responsibility for such services and charges received by the passenger from the Third-Party Booking Platform.
- (5) Erroneous Fares:
 - i. The Carrier reserves the right to cancel Reservations confirmed with an erroneously quoted fare. An erroneously quoted fare is one which the Carrier has, in good faith, mistakenly published and which is clearly erroneous when compared to fares usually published in the relevant Routing.
 - ii. The Carrier reserves the right to void the Reservation and refund the amount paid by the passenger to the original form of payment.
 - iii. The Carrier will use reasonable efforts to notify the passenger as promptly as practicable after the Carrier becomes aware of the publishing of an erroneous fare, that all or any portion of the Reservation has been cancelled.

(B) Routing

A fare applies only to:

- (1) Transportation via the Routing specified by the Carrier in reference to that fare. Any other routing may subject the passenger to an additional charge.
- (2) Boarding Passes will not be issued or accepted for transportation that will either originate or terminate at an airport other than the airport for which the fares are published.

(C) Other Third-Party Charges

Any in-person charge collected by a government or other authority, or by the operator of an airport which is collected in person at the 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.

(D) Currency of Fares

All fares and charges are stated in Canadian dollars for travel within Canada.

RULE 4 – ACCEPTED METHODS OF PAYMENT

Carrier accepts payment for the booking of flights and ancillaries offered by it via Visa and Mastercard an acceptable debit card, Future Travel Credits or an electronic voucher issued by Carrier (including APPR Vouchers, Resale Vouchers, other vouchers previously issued by Carrier, and in each case, such vouchers shall be subject to the terms pursuant to which they were issued by Carrier). Carrier may integrate other industry standard payment methods from time to time. The Carrier shall not be responsible for any additional fees applied by credit card issuers or payment processors. The Carrier does not accept cash payment for the booking of flights, ancillaries or on-board purchases.

RULE 5 – BOOKING FLIGHTS

(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, a confirmation number/code is obtained from the Carrier which authenticates the Reservation, and the passenger has paid the full applicable fare including all ancillaries selected.
- (2) A Reservation 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 Reservation, subject to changes which may be initiated by Carrier.
- (3) All flights offered and operated by the Carrier are one-way flights, including the return flight on the same booking (there are no connections operated by the Carrier).
- (4) A passenger may not board a flight without a duly issued Boarding Pass which may be obtained by checking in online or, for a fee, at the airport. Airport check-in requires confirmation of Reservation. A Boarding Pass will only be issued subject to the terms and conditions of this Tariff including passenger obligations regarding the provision of proper and accurate identification, check-in times and processes, requirements for Baggage including proper packaging and restrictions against inclusions in Baggage.
- (5) Passengers are required to provide the Carrier with their true, accurate and complete contact information, including a valid email address or phonenumber, at the time of making a booking in order to permit the Carrier to contact passengers in the event of schedule disruptions or any other matters which must be communicated to passengers from time to time. The passenger shall also be responsible for updating such contact information from time to time as required. For the avoidance of doubt, this requirement applies even where a booking was made through a Third-Party Booking Platform. The Carrier shall not be liable for any loss or damage whatsoever, whether direct or indirect, compensatory or non-compensatory, based in equity or at law or otherwise, which may be suffered by any person as a result of the Carrier not being in possession of true, accurate and complete contact information for the passenger.

- (6) The Carrier will hold no responsibility for communication issues, failures, inaccurate information, or any services whatsoever involving and provided by Third-Party Booking Platforms (for example, Expedia, Booking.com, Flight Hub).
- (7) The Carrier does not permit a passenger to hold more than one confirmed Reservation on any flight (i.e. a passenger may not purchase multiple Reservations to ensure an empty seat or for any other reason). The Carrier will cancel any space booked beyond the first seat booked without notice to the passenger and without liability.
- (8) A Reservation and Carrier's obligations respecting the Reservation will only apply between the locations named on the Reservation. Any additional fares, flights, transportation or stop-overs planned by passenger, whether on a Carrier flight or other airline, or ground service, etc. are at the sole discretion of passenger and passenger will be fully and solely responsible for any activity outside of that stated in the Reservation without reference to any other such external activity.
- (9) Boarding Passes are non-transferable. Reservations are non-transferable subject to the Carrier's seat resale service outlined in Rule 6.
- (10) Name changes to a Reservation to reflect the passenger's personal identification for travel may be subject to a fee as set out in the Carrier's website.
- (11) Bookings may not be made less than 120 minutes prior to the scheduled departure time.

(B) Optional Services and Ancillary Fees

At the time of booking, or by such other deadline as may be specified in this Tariff, a passenger may select from available fares and optional services through Carrier's website or mobile booking app or through the passenger's use of Third-Party Booking Platforms such as a third-party website or travel agent offering booking services (the Carrier holds no responsibility or liability for such third party platforms, websites or agents). These fares and optional services will be charged at the prices indicated at the time of purchase of the fare and/or each optional service and are subject to the additional terms and conditions specified in this Tariff.

(C) Seat Assignment and Advance Seat Selection

Rules respecting seat assignment apply to all passengers irrespective of the type of fare on which they are travelling or the length of their flight. Advanced seat selection is subject to the following:

- (a) The Carrier offers the option for passengers to select a specific seat at the time of booking or up to 1 hour prior to their flight subject to availability and for the fee specified on the Carrier's website.
- (b) If no seat has been pre-selected and fully paid, the Carrier will assign seats randomly at the time of check-in by the passenger, without regard for any other passengers under the Reservation. Once randomly assigned, a passenger may still purchase an advanced seat selection, if available, for an additional fee.
- (c) Pre-selected seating assignment is not guaranteed and will be subject to cancellation without refund if the passenger fails to meet the Check-in Deadline.
- (d) Should a passenger who has paid for a specific seat assignment be unable to occupy that seat for any reason, the passenger will be reassigned to another random seat

and will have the seat assignment fees refunded, and such refund shall be the passenger's sole remedy against the Carrier.

- (e) Children under the age of 14. If a child under the age of 14 is traveling under the same Reservation as an accompanying adult, Carrier will facilitate the assignment of a seat to the child in close proximity to the accompanying adult as follows:
- (i) The Carrier's automatic seat assignment process will give priority to seating adults and children together where they are booked under the same Reservation and the adult has provided the child's date of birth during the booking process, without charging any seat selection fee. Such assignments are not guaranteed depending on the time of booking and remaining available seats at the time.
 - (ii) In addition, passengers may directly contact the Carrier's Contact Centre and make a request to be seated with their children during the booking process by telephone or after a Reservation has been completed via any booking method, and the Carrier will assign them seats together if such seating arrangements remain available at the time the request is made, without charging any advance seat selection fee.
 - (iii) Where the accompanying adult is not under the same Reservation as the child or the child has otherwise not been assigned a seat with an accompanying adult, the Carrier will, upon request at the airport, re-assign seats, including by relocating other passengers if no passenger voluntarily surrenders their seat. Children ages 12 or 13 may be assigned a seat separated by two (2) rows from an accompanying adult, and children ages 5-11 may be assigned a seat separated by one (1) seat from an accompanying adult.
 - (iv) Adults accompanying children may select specific seats for themselves and children or other passengers under their same Reservation in advance, by pre-selecting seat assignments for the fee in effect at the applicable time as made available by the Carrier on its website, its mobile booking app or through its Contact Centre.
 - (v) Children who are 12 years of age or under are forbidden from occupying exit row seats, even when sitting with a passenger who is over the age of 15 and any seat selection to the contrary will not be honoured and will not be refunded.

(D) Maximum Occupancy per bank of seats

- (i) Carrier strictly adheres to a maximum of four (4) total combined individuals per bank of seats (which includes persons and permitted animals), regardless of age and regardless of whether an infant (under the age of 2 years) is lap-held. Such maximum is required for the safety of all passengers and animals onboard a flight including based on the number of oxygen masks available per bank of seats and for the purposes of emergency evacuations;
- (ii) Only one lap-held infant is permitted per bank of seats;
- (iii) Only one animal is permitted per bank of seats;
- (iv) A lap-held infant and an animal will not be permitted in the same bank of seats; and
- (v) Carrier reserves the right to move any passenger to another seat to ensure compliance with this sub-Rule, including where the applicable Reservations

indicate a seating configuration which violates this sub-Rule. Carrier shall have no liability or owe no compensation where a passenger is required to be moved.

(E) Refusal to Sell Transportation

The Carrier may refuse to complete a booking or confirm a Reservation to any person, or may cancel in full or in part a Reservation on any reasonable grounds, including but not limited to the following reasons, and may inform such persons that they are not permitted to purchase transportation from the Carrier entirely or for any limited period, all in the discretion of Carrier.

- (1) Prior Misconduct - A person who has disrupted or abused the Carrier's or any other carrier's operations, mistreated the Carrier's or any other carrier's employees or representatives, or has not complied with the Carrier's policies or has otherwise violated the terms of this Tariff at any time when such person booked, attempted to book or boarded a flight with Carrier.
- (2) Fraud and Illegality - A person who has committed a fraudulent act against the Carrier or an illegal act in connection with any flight booked or attempted to be booked by such person or participated in such acts with another person.

(F) Invalidated Reservations

If a person attempts to circumvent any term or condition of this Tariff or other term of the Contract of Carriage accepted by the person at any time relevant to a flight, the relevant Reservation may at Carrier's option be immediately cancelled for no consideration and without refund and the Carrier will have the right to:

- (1) cancel any remaining portion of the Reservation; and/or
- (2) refuse to board any passenger named in the Reservation or check the passenger's Baggage.

In any of the above cases, the Carrier will not be liable to the person(s) named on the Reservation if a Boarding Pass is not issued under the Reservation or a Boarding Pass is either presented for transportation or for a refund requested by any person.

RULE 6 – CUSTOMER CHANGES, CARRIER RESALE SERVICE AND CANCELLATIONS OF RESERVATIONS

(A) Reservation Changes made by the Customer

- (1) Changes to date of travel, time of travel, destination or departure are not permitted less than 24 hours prior to scheduled time of departure.
- (2) Changes may be made 24 hours or more from departure only if permitted under the terms of the applicable Reservation (for example, a particular Flair bundled flight + baggage option), and may be subject to change fees. Such permissible changes may be made only once per Reservation. Changes may be available to be made online through Carrier's website or Carrier's mobile booking app, but changes that cannot be processed online may be processed via the Contact Centre, and may be subject to Contact Centre fees.
- (3) All Customer-initiated changes to Reservations incur the applicable change fee in effect at the relevant time, as made available by the Carrier on its website or through its Contact Centre. In addition to the applicable change fee, if the change to the Reservation that results in:

- (a) a higher fare, then the Customer must pay any difference in fare and extra ancillary products(s) and/or services(s) at the time of the change;
 - (b) a lower fare product, then no additional fare payment will be required, and the reduction in fare is forfeited; or
 - (c) a change in Baggage, seat selection, or other ancillary products, the applicable fees shall apply.
- (4) Extra ancillary product(s), service(s) and/or privilege(s) purchased for the original flight, except seat reservations, will be transferred to the new flight as is. However, the Carrier reserves the right to cancel or change the selected seat(s) on any segment(s) for which fees have been paid, at any time, for any reason, without notice to any passengers affected thereby. The Carrier will accommodate passenger(s) with seating in a comparable seat(s), or the best seat(s) available at the time at Carrier's discretion.

(B) Carrier's Resale Service

- (1) Customers may submit their Reservation for resale only through the Carrier's resale service on the Carrier's website. Terms apply, as set forth in the Carrier's website.
- (2) If the Customer is successful in reselling their Reservation through the Carrier's resale service, the Customer shall receive, via email, a Resale Voucher with the amount presented to the Customer prior to Customer confirming its request to resell their Reservation.
- (3) All Resale Vouchers shall be subject to, and governed by the terms and conditions provided at the time of issuance, including that they shall:
 - (i) be non-transferable, non-refundable and have no monetary value,
 - (ii) be applied to a new Reservation that must include the Customer who received the Resale Voucher; and
 - (iii) shall be cancelled automatically and for no consideration if not redeemed within 12 months of its issuance.
- (4) If the Customer receives a Resale Voucher, the original Reservation is automatically terminated and closed in the Carrier's booking systems and thereby treated as a fully completed Reservation, and the Customer or any passenger listed in the original Reservation shall be deemed to have waived and released any right to contest charges or amounts in respect of any related credit card transaction, whether directly through a Carrier or through a payment processor, and all air travel services under the Original Reservation (or the portion thereof which has been resold) shall be considered for all purposes to have been fully carried out, rendered and satisfied.
- (5) Until the Customer receives a Resale Voucher, the Customer shall assume that the Reservation they submitted for resale is still valid and to take all responsibility and obligation to continue with the original Reservation. Failure to arrive for the flight will render the Reservation forfeited without any compensation or refund.

(C) Cancellations of Reservations by the Customer

- (1) Cancellations initiated by a Customer may, if permitted under the terms of the applicable Reservation, result in Future Travel Credits being issued by the Carrier, subject in each case to the applicable cancellation fee.

- (2) To request a cancellation, or confirm that cancellation is permitted, the Customer may use the Carrier's website or contact the Contact Centre. If Reservations were made through a Third-Party Booking Platform then cancellations must be initiated through the third party and shall be subject to any terms and conditions of such third party. The Carrier will hold no responsibility for communication issues, failures, inaccurate information, or any services whatsoever involving and provided by Third-Party Booking Platforms.
- (3) The amount of the Future Travel Credits will be equal to the fare, taxes and ancillary fees paid under the Reservation minus applicable cancellation fees and any non-refundable service fees (such as group booking fees, payment processor fees and Contact Centre fees). In the event the cancellation fee and any non-refundable service fees exceeds the combined value of the fare, taxes and ancillary fees, the Reservation will be considered forfeited, and no amount shall be credited in the form of Future Travel Credits or otherwise and Carrier will have no liability to the Customer or any passenger listed in the relevant Reservation in respect of the cancelled flight.
- (4) Future Travel Credits will be credited to the Customer who made the Reservation and may be applied by such person to any future flight(s) with the Carrier and/or the purchase of any ancillary product within twelve (12) months after the booking date of the associated Reservation.

(D) Cancellations due to Jury Duty

- (1) In the event a passenger is called to jury duty or subpoenaed after a Reservation is confirmed, a refund in the original form of payment will apply in respect of that passenger's flight and ancillaries upon presentation of jury summons or subpoena. No other document will be accepted.
- (2) In such situation, the Carrier may refuse to refund a Reservation if the passenger's Reservation is presented for refund after the date of a flight missed under the circumstances described in this sub-Rule (C).

(E) Cancellation of Reservations by the Carrier

The Carrier may cancel any Reservation due to Situations Outside the Carrier's Control or Within the Carrier's Control, including for Controllable for Safety. Please refer to Rule 15 for detailed information of the Carrier's obligations to Customer's and passengers in these circumstances.

RULE 7 – SUB-CONTRACTING

The Carrier may, without notice and subject to any necessary approval of the CTA or other government authority, sub-contract a flight.

PART II – BEFORE DEPARTURE

RULE 8 – CHECK-IN AND BOARDING TIMES

(A) Passenger's Responsibility

The passenger must check in and must arrive at the airport with sufficient time to complete Baggage sizing and drop, payment of any applicable Baggage fee(s) and/or airport check-in fee, government formalities, security clearance and gate check (including Baggage sizing and tag check and personal identification check) while meeting the time limits detailed in Rule 8(B). The passenger's failure to check in on time using one of Carrier's available methods, failure to arrive at the airport on time, failure to provide valid personal identification or otherwise comply with

requests which are necessary to enable Carrier's agents or personnel to properly confirm valid identification, will render the Reservation forfeited without any compensation or refund.

For clarity, a passenger's presence at any location within the airport (such as check-in counter queue or front of counter, security area, or Boarding Area) does not necessarily mean a passenger has fulfilled and completed any and all requirements for Check-in Deadline or Boarding Time Deadlines.

Flights will not be delayed for passengers who have not fully completed the pre-boarding requirements or who otherwise are responsible for missing the deadlines below. If a passenger fails to complete pre-boarding requirements such as the Check-in Deadline or Boarding Deadline by the required deadlines, the Carrier shall not be required to provide the passenger with any refund or credit and shall in no circumstances rebook the passenger without charge onto another flight. The Carrier will not be liable for loss or expense due to the passenger's failure to comply with this Rule. Check in fees at the airport and using the Contact Centre shall be communicated by Carrier through its website, texts, or emails, or through the Contact Centre.

(B) Check-In Deadline and Boarding Time Deadline

Depending on the applicable flight segment, the Carrier may require a longer or different Check-in Deadline or Boarding Time Deadline which will be communicated to the passenger after a Reservation is confirmed, but in the absence of any such communication those deadlines are as follows for travel within Canada:

Online check-in (includes online purchase of baggage, seat selection, and other ancillaries)	Opens 24 hours prior to scheduled departure; closes 120 minutes prior to scheduled departure
In airport check-in including baggage drop-off (other than for firearms, see below, and rules regarding pets, mobility devices, and as otherwise specified by Carrier)*	Closes 60 minutes prior to scheduled departure
Baggage drop-off deadline for Firearms	90 minutes prior to scheduled departure
Boarding Time Deadline**	20 minutes prior to scheduled departure

For clarity, any delays of a flight **do not** impact the Check-in Deadline or Boarding Time Deadlines applicable to the original scheduled departure of the flight, unless expressly communicated by the Carrier. Where the Carrier has modified the Check-in Deadline or Boarding Time Deadlines beyond the times applicable to the original scheduled departure due to delay, the Carrier holds no liability or responsibility for any loss to the passenger who is not present in time to commence or continue check-in and/or pre-boarding and/or boarding requirements.

*Check-in Deadline (including Baggage drop-off deadline): The passenger must have checked in online or at the airport, obtained a Boarding Pass and presented Baggage at the Baggage drop-off counter for sizing (for which applicable fees have been paid), and, where applicable, drop-off before the Check-in Deadline for their flight.

**Boarding Time Deadline: The passenger must be available for boarding at the Boarding Area by the Boarding Time Deadline.

(C) Failure to Arrive on Time, Commence or Continue

- (1) If the passenger fails to meet the Check-in Deadline or the Boarding Time Deadline, then unless expressly provided for in the terms of the applicable Reservation:
 - (a) All monies are forfeited and no compensation shall be issued in respect of the missed segments.
 - (b) The flight, and the relevant return flight under the same Reservation, will be considered and treated as cancelled by the passenger and Customer despite the passenger or Customer advising the Carrier of the missed flight and/or passenger's intention to use the return flight under the Reservation.
 - (c) If removal of Baggage is required in this circumstance, the costs associated with such removal and any delay as a result shall be collectable from the passenger at the sole and absolute discretion of Carrier.
 - (d) The Carrier is not liable to the passenger for any loss.

RULE 9 – TRAVEL DOCUMENTS

(A) Passenger Obligations

The Carrier is not responsible for the passenger's travel documentation being rendered incomplete, inadequate, unacceptable, or flagged for inspection and/or denial. Each passenger shall be **solely and fully** responsible for obtaining all necessary travel documents and for understanding, fulfilling and complying with any and all laws of each country from, through or to which the passenger desires transportation, including passenger's ultimate destination beyond a flight with Carrier, and unless applicable laws provide otherwise, shall indemnify the Carrier for any loss, damage or expense suffered or incurred by the Carrier by reason of such passenger's failure to do so. Carrier will not be liable for any aid or information given by an agent or employee of Carrier to any passenger or Customer in connection with obtaining such documents or complying with such laws, whether given orally or in writing or otherwise; or for the consequences to any passenger resulting from his failure to obtain such documents or to comply with such laws.

(B) Denial of Entry/Deportation – Inadmissible Person

In the event a passenger is for any reason inadmissible for entry into Canada or any other jurisdiction in which the Carrier operates flights, and upon the Carrier being under order or direction of the country to facilitate the removal of the passenger, the Carrier will take the necessary steps to remove the passenger and return them to the point of Origin or elsewhere. In all such cases, the passenger shall be liable for all costs associated with Carrier's compliance with such order or directive.

(C) Denial of Entry/Deportation - Diversions

In the event of a flight diversion to a country outside of Canada, whenever the Carrier, on order or direction of a country outside of Canada, is required to return a passenger to the original point of Origin or elsewhere due to the passenger's inadmissibility into or deportation from such other country, whether due to lack of proper travel documentation or otherwise, the passenger shall be liable for all costs associated with Carrier's compliance with such order or directive.

RULE 10 – BAGGAGE ALLOWANCES

(A) Applicability

These rules apply to transportation of Baggage on the services of the Carrier. Fees for Baggage are made available by Carrier on its website and through its Contact Centre, and are subject to

change. All fees for Baggage shall be subject to applicable taxes. Where charges and fees are referred to within this Rule, the Carrier will be responsible for determining and posting said fees, and the Carrier or its agent will be responsible for collecting said fees.

(B) Conditions of Acceptance of Checked and Unchecked Baggage

- (1) Baggage presented by a passenger for transportation is subject to the allowances as set forth on the Carrier's website.
- (2) The Carrier at all times reserves the right to limit acceptance of Baggage based on the operational, volumetric or weight limitations of the aircraft or any other operational reason.
- (3) Baggage may be refused for carriage at the discretion of the Carrier for reasons of safety, applicable laws, or general respect and comfort of other passengers.

(C) Checked Baggage

- (1) Checked Baggage will be carried for the additional fees set out on the Carrier's website, subject to the general restrictions on certain types of materials and packaging and other restrictions set out in the Contract of Carriage.
- (2) Each passenger is permitted a maximum of one (1) Checked Bag per flight on the initial reservation. The Carrier may accept up to 4 additional Checked Bags per passenger in its sole and absolute discretion and subject to applicable additional fees.
- (3) All Checked Baggage must comply with the size, weight, and dimension limitations set out on the Carrier's website. Additional fees apply for Checked Baggage exceeding either, or both, of the size ("oversized") and weight ("overweight") restrictions set out on the website.

(D) Unchecked Baggage (Carry-on Baggage and Personal Items)

- (1) Subject to other provisions of this Tariff, each passenger is permitted a maximum of one Carry-on Bag, for the applicable fee, per segment subject to the size, weight, and dimension limitations set out on the Carrier's website. Carry-on Bags which exceed the prescribed limitations will be required to be checked as Checked Baggage and applicable Checked Baggage fees will apply.
- (2) Subject to (4) below, and other provisions of this Tariff, each passenger is permitted one (1) Personal Item per segment. A "Personal Item" is an item that both:
 - (a) complies with the size, weight, and dimension limitations set out on the Carrier's website; and
 - (b) can safely fit under the seat in front of the passenger,provided that any Personal Item which exceeds the prescribed limitations will be considered a Carry-on Bag and applicable fees will apply, or, if passenger already has a Carry-on Bag, then either the existing Carry-on Bag or the Personal Item will need to be checked as Checked Baggage and applicable Checked Baggage fees will apply.
- (3) Objects which are not suitable for carriage as Checked Baggage may be accepted for transportation in the passenger cabin of the aircraft as either Carry-on Baggage or a Personal Item at the sole discretion of the Carrier. Baggage Fees apply, as set forth on the Carrier's website.

- (4) If a passenger is permitted to travel with a pet in a carrier, that pet carrier will count as the passenger's Personal Item and any item which would have otherwise been considered a Personal Item will be considered a Carry-on Bag and be subject to the limitations and fees for Carry-on Bags.

RULE 11 – BAGGAGE ACCEPTANCE AND CONTENTS

It is an express condition of this Tariff and of the Contract of Carriage that the Customer, for itself and on behalf of each passenger on the same Reservation acknowledges and agrees that this Rule requires passengers to confirm in advance with Carrier in respect of certain items proposed for carriage, limits the liability of the Carrier for damages with respect to the carriage of certain types and conditions of Baggage, renders passengers liable for damage caused by certain items carried on aircraft and sets out the Carrier's rights to search Baggage.

It is an express condition of this Tariff and of the Contract of that the Customer, for itself and on behalf of each passenger on the same Reservation acknowledges and agrees that, as Carrier does not accept excess value declarations, there is no additional insurance for musical instruments, sporting equipment or other valuable items available through the Carrier. It is highly recommended for those passengers who choose to transport such items to obtain additional insurance through an independent source. The limitations of liability stated in this Tariff in respect of damage to or loss or delay of Baggage apply to all items and Baggage transported despite any advance notice thereof having been provided to Carrier.

(A) Passenger Obligations

- (1) Passengers are responsible for a duty of care when packing Baggage. Carrier accepts no responsibility for the contents of Baggage. Passengers are solely responsible to ensure that no fragile or breakable items are in Checked Baggage. Should a passenger elect to pack fragile or breakable items in Baggage, the passenger should ensure that these items are not placed inside pouches or near the exterior wall of the bag. Any damage incurred is the sole responsibility of the passenger. Ordinary wear and tear is not compensable damage, and damage solely to the internal contents of Baggage, without accompanying damage to the exterior of such Baggage is not compensable, and the Carrier shall have no liability for damage sustained by items inside Baggage. External and internal damage caused by improper packaging will also not be compensated and this includes the use of soft-sided luggage, cardboard or other pliable or yielding packaging or any packaging or luggage which does not securely close.
- (2) Carrier has the right to require a liability release which may be given electronically during check in or during baggage check and may be required to be accepted or acknowledged by the passenger prior to acceptance by Carrier of any Baggage which Carrier feels is not durable, properly packed, fragile, or properly secured. Where such a release is given, Carrier will not be responsible for any damage to Baggage or contents resulting from the carriage of such Baggage and passenger will be deemed, to the maximum extent permitted under applicable laws, to have waived any rights for compensation in respect of such Baggage or the contents thereof. In addition, passenger will be liable for any damage caused to the aircraft, other passengers' Baggage, equipment or otherwise resulting from the Carriage of such Baggage or the contents thereof.

(B) Carriage of Baggage on Alternate Aircraft

Checked Baggage will be carried on the same aircraft as the passenger unless the Carrier decides that it is impractical to carry the Baggage on the same aircraft. The Carrier shall not be liable for the Checked Baggage of the passenger where the passenger, by its own fault, does not board the same aircraft as its Checked Baggage.

(C) Maximum Value of Baggage: No Excess Value Declaration

The Carrier does not provide any method for insuring for excess Baggage valuations, and will refuse any special declaration of excess Baggage value. In ALL circumstances any claims for damage or destruction to Baggage will be limited to the dollar limits and conditions specified in Rule 20. It is an express term of the Contract of Carriage, that passenger releases and holds Carrier harmless for all amounts for damage to Baggage that are in excess of the amounts provided for in the APPR.

This sub-Rule does not apply to mobility devices for Persons with Disabilities. For provisions related to the transportation of mobility devices for Persons with Disabilities, refer to Rule 13.

(D) Items Unacceptable as Baggage

The following items are unacceptable as Baggage. Carrier is not liable for, will not provide refunds in respect of, and will not take possession of any Baggage which has been refused:

- (1) Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over;
- (2) Items containing substances which the possession or use thereof is prohibited or restricted under applicable laws, regulations, or orders of any country to be flown from, to, or over;
- (3) Dangerous goods as defined by Transport Canada which are not subject to a lawful exemption. Dangerous materials include, but are not limited to, flammable gasses, liquids and solid material, compressed gasses, explosives, poison, corrosives, oxidizing agents, radioactive material, etiologic agents and magnetized material. Medical oxygen will not be allowed on board the aircraft;
- (4) Live animals other than Service Dogs and pets that have been properly contracted for under this Tariff;
- (5) Weapons such as antique firearms, swords, knives and other similar items (and imitations thereof);
- (6) Fragile or perishable items, money, jewelry, precious metals, medications, negotiable papers, securities or other valuables, business documents, samples, passports and other identification documents are unacceptable for transportation as Checked Baggage and will only be transported in a Personal Item and retained in the passenger's possession;
- (7) Any item not suitably packed or packed contrary to the baggage allowances set out in this Tariff, including the placement of items into, concealed within, or placed under support items for infants or musical instruments and sporting equipment; and
- (8) Any other items, which in the Carrier's sole and absolute opinion are unsuitable for carriage because of their weight, size or character.

If the passenger contravenes this sub-Rule then the Carrier shall in no circumstances be liable or responsible for those items in the event of a delay, loss, and/or damage and the passenger thereby takes full and sole responsibility for such item(s).

(E) Right to Refuse Carriage of Baggage or Remove from Carriage

- (1) The Carrier has the right in its sole discretion to refuse to carry or to remove *en route* any Baggage or item from Baggage, without liability to Carrier including any obligation to replace or compensate for the loss of any item so refused or removed, any item which, in the opinion of Carrier contravenes any Rule in this Tariff or which:
 - (a) may endanger the safety of the aircraft, crew, other cargo, passengers or Baggage;
 - (b) is shipped contrary to any applicable laws, regulations or orders of any place to be flown from, into or over;
 - (c) is liable to cause damage to the aircraft or to Baggage or other cargo, or injury to persons onboard the aircraft;
 - (d) is likely to be damaged by the air carriage;
 - (e) is improperly packed or otherwise defective;
 - (f) is of a weight, size or character which does not comply with the Baggage size limits set out in the Contract of Carriage or is otherwise unsuitable for carriage on the aircraft including where it may be offensive to other passengers.
- (2) The Carrier will refuse Baggage which does not comply with the applicable screening guidelines, including those guidelines enforced by the Canadian Air Transport Security Authority pertaining to the identification of drugs and narcotics carried in Baggage.
- (3) The Carrier reserves the right to refuse excess Baggage for operational reasons, including if a different aircraft type is substituted for the aircraft originally scheduled.
- (4) Where the Carrier accepts Baggage which contains items or Baggage which are unacceptable for carriage, such acceptance shall not be deemed to mean that Carrier has consent to the items or Baggage which is not acceptable for carriage under this Rule or be deemed to be a waiver of this Rule.

(F) Perishable Items

The Carrier or its agent do not take responsibility for, and are entitled to refuse to accept perishable items as part of the passenger's Checked Baggage, and passengers shall not check or attempt to check as Baggage containing perishable items. The passenger assumes full responsibility for, and Carrier will not be liable for any spoilage; this includes any spoilage which results from delays that might occur or have occurred during the passenger's travels with the Carrier. A passenger who transports perishable items contrary to this Rule will be liable for any costs associated with any leakage, spillage, offensive odour, damage to other Baggage or equipment resulting from the carriage of such item(s).

(G) Support Items for infants

When traveling with a infant (under the age of two (2) years), the Carrier permits the guardian passenger to check or gate check, as specified by the Carrier, any two (2) of the following items per child as Checked Baggage, free of Baggage charges:

- (1) stroller or pusher;
- (2) porta cot and bedding;
- (3) infant child restraint device (car seats); or
- (4) portable highchairs.

Each of the above items must be packaged appropriately for transport and the Carrier will not be required or expected to provide packaging materials to the passenger. If the passenger fails to appropriately package such items, the Carrier may deny the items. Should pre-existing damage be identified, a limited liability release tag will be required to be accepted and signed by the passenger prior to any of the above items being checked at all airports.

(H) **Sporting Equipment**

The Carrier will accept sporting equipment as Checked Baggage for a fee provided:

- (1) the passenger pays applicable fees for the product type as set forth in Carrier's website;
- (2) the item(s) is securely packed to avoid damage;
- (3) The item(s) does not exceed the dimensions and weight limits specified on Carrier's website; and
- (4) The item(s) falls within one of the following categories:
 - (a) Bicycles;
 - (b) Golf clubs;
 - (c) Skis and snowboards (combined with their poles as one item);
 - (d) Hockey and ringette equipment (combined with their sticks as one item); and
 - (e) Other sporting equipment as detailed on Carrier's website.

Arrangements must be made with the Carrier, before such items can be transported by the Carrier, a minimum of 24 hours prior to the scheduled departure. Applicable fees will be applied as set forth on Carrier's website.

(I) **Firearms**

It is an express condition of this Tariff and of the Contract of Carriage that the Customer, for itself and on behalf of each passenger on the same Reservation acknowledges and agrees that arrangements with the Carrier must be made at least 48 hours prior to the scheduled departure if a passenger wishes to transport firearms, parts of firearms or ammunition.

- (1) Restricted and prohibited firearms, as defined in the *Criminal Code of Canada* or as otherwise categorized as such by the Royal Canadian Mounted Police, are strictly prohibited.
- (2) Non-restricted firearms, as defined in the *Criminal Code of Canada* and otherwise not restricted under (1) above, are permitted subject to the following rules:
 - (a) they are not permitted in carry-on Baggage under any circumstances and are only permitted in Checked Baggage if and only if they are solely for hunting and sporting purposes;
 - (b) they must be identified in advance during online check in and declared to the Carrier during the check-in process at the airport; and
 - (c) they **MUST** be unloaded and packed in a locked hard-sided container and in accordance with any additional requirements per applicable law.
- (3) Carrier has the right to refuse to carry any non-restricted firearms or ammunition including where they are non-compliant with the ICAO Technical Instructions for the

Safe Transport of Dangerous Goods by Air and the IATA Dangerous Goods Regulations or if Carrier believes the packaging of such items presents a risk.

- (4) Failure to declare a firearm is deemed to be a breach of the Contract of Carriage and entitles the Carrier to refuse to transport the Passenger and or firearm without providing any refund and without any liability. The provisions of this paragraph do not apply to Officers of the Law traveling in the line of duty and carrying legally prescribed sidearms or other similar weapons.

(J) **Musical Instruments**

Small musical instruments may be transported as Unchecked Baggage provided that they satisfy size and weight requirements for Unchecked Baggage and are subject to applicable fees. The purchase of an additional seat or seats is not permitted for musical instruments for safety reasons. For the avoidance of doubt, musical instruments must be properly packed, including placement of the instrument inside a hard-sided case suitable for that instrument. Carrier accepts no responsibility for any damage to musical instruments during transport.

Instruments may also be accepted as Checked Baggage when they are properly packed, are within the size and weight restrictions set out in the Contract of Carriage, and applicable fees will be applied.

(K) **Right of search**

The Carrier may request the passenger to 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 Baggage contains, items which are prohibited from Carriage or are otherwise being transported in a manner not permitted by the Contract of Carriage. If the passenger refuses to comply with the request for search, the Carrier may, without any liability, refuse to carry the passenger and/or their Baggage.

(L) **Electronics batteries**

- (1) Spare (uninstalled) lithium ion and lithium metal batteries, including power banks and cell phone battery charging cases, must be carried in **Unchecked Baggage only**. When a carry-on bag is checked at the gate or at planeside, all spare lithium batteries and power banks must be removed from the bag and kept with the passenger in the aircraft cabin. The battery terminals must be protected from short circuit.
- (2) Damaged or recalled batteries and battery-powered devices, which are likely to create sparks or generate a dangerous evolution of heat must not be carried aboard an aircraft in Checked Baggage or Unchecked Baggage unless the damaged or recalled battery has been removed, or otherwise made safe.
- (3) Passengers should not use any portable charging device while on the airplane.

(M) **Baggage Fees**

The fees for Baggage are set forth on the Carrier's website.

PART III – AT THE AIRPORT / DURING TRAVEL

RULE 12 – ACCEPTANCE OF MINORS FOR TRAVEL

(A) General

- (1) Minor children (under the age of 18) will be accepted for travel in accordance with the conditions in the below table. Persons accompanying minors must be capable of discharging this duty.

Age	Accepted	Conditions
Under 2 years of age (infant)	Yes, if accompanied	Infants must be accompanied by a passenger who is 18 years of age or older. That passenger entrusted with the care of the infant must not be accompanied by any animal. Only one infant is permitted per adult passenger. The infant may travel free of charge, and without a seat needing to be purchased for the infant, when the infant is held on an accompanying adult passenger's lap. If a seat is purchased for an infant, the infant must be properly secured in a Transport Canada approved child restraint device. An infant under 2 years of age at the time of departure of the outgoing segment, but reaching their 2 nd birthday on or before the continuing/return flight(s) will require a seat to be purchased for the continuing/return flight(s).
2 to 11 years old	Yes, if accompanied	All children 2 years of age or older must have a purchased an assigned seat. A child under the age of 12 must be accompanied by a duly confirmed passenger of 18 years or older for the entire trip. The use of a Carrier and government approved child restraint device is optional for children aged 2 and up.
12 to 17 years of age	Yes	

(B) Documentation

- (1) For travel within Canada, passengers under 18 years of age are encouraged to carry identification such as a passport, a driver's license, an original birth certificate, or a non-governmental photo ID (e.g. student card);
- (2) Where a minor under the age of 18 is travelling with an adult, the Carrier may require documentation confirming the relationship between the passengers;
- (3) In addition to the above identification, the Carrier may require presentation of the following documents when children are accompanied by a single adult: (i) documents establishing legal custody; (ii) parental consent letter authorizing travel; or (iii) death certificate, if one parent is deceased.

(C) Assignment of Seats to children Under the Age of 14 Years

- (1) Children who have not reached their fourteenth (14th) birthday by the departure of the relevant flight (departure or return) will be assigned seating assignments as detailed in Rule 5.

RULE 13 – CARRIAGE OF PERSONS WITH DISABILITIES

(A) Acceptance of a Person with a Disability:

- (1) The Carrier will accept the determination made by or on behalf of a Person with a Disability as to their self-reliance, unless the Carrier determines, following an individualized assessment, that additional measures are required to address applicable safety, security, or operational requirements.
- (2) The Carrier will not refuse to transport a Person with a Disability unless the transportation of the person would impose an undue hardship on the Carrier, for example, if it would jeopardize security, public health or public safety.
- (3) If the Carrier refuses to transport a Person with a Disability for reasons related to their Disability, it will, at the time of the refusal, inform the person of the reasons for the refusal. In addition, within 10 days of the refusal, the Carrier will provide the person with a written notice setting out the reasons for the refusal.
- (4) The provision of accessibility-related accommodations and services may be subject to applicable safety requirements, aircraft specifications, and the availability of appropriate handling facilities or support services at the departure or arrival airport. The Carrier reserves the right to require passengers to submit the Carrier's medical accommodation form, completed by their physician or nurse practitioner if travel involves any unusual risk or hazard to the passenger or to other persons.
- (5) The Carrier will refuse to transport or will remove at any point, any passenger whose actions or inactions prove to the Carrier that such passenger's mental or physical condition is such as to render the passenger incapable of caring for himself/herself without assistance amounting to undue hardship for the Carrier, unless the passenger is accompanied by an attendant who will be responsible for caring for such passenger *en route*, and with the care of such an attendant, the passenger will not require unreasonable attention or assistance from employees of the Carrier.

(B) Reservations, Seats, Baggage, Mobility Aids

The following rules apply to Persons with Disabilities:

- (1) Reservations should be made at least 48 hours in advance of travel, advising the Carrier as to the nature of the Disability and assistance required, so that arrangements can be made. The Carrier will make every reasonable effort to accommodate passengers who fail to make Reservations 48 hours in advance,
- (2) The Carrier will accept the following items as priority Checked Baggage without charge:
 - (i) Wheelchairs with non-spillable batteries, with terminals disconnected and taped; and
 - (ii) Mobility aids such as, but not limited to, manually operated wheelchairs, scooters, walkers, crutches and canes, subject to the size and weight limitations which are specified on the Carrier's website. Any mobility aid exceeding such dimensions and/or weigh limitations will be refused carriage.
- (3) Walkers, crutches and canes may be retained in the passenger's custody provided they are stowed in a manner consistent with Transport Canada requirements concerning security, safety and hazardous materials.

- (4) If a Mobility Aid accepted for transport by the Carrier is damaged, destroyed, lost or not made available to the passenger upon arrival at their Destination, the Carrier will at its expense:
 - (a) provide a suitable temporary replacement aid that meets the passenger's needs in relation to their mobility and allows the passenger to use the replacement aid until their Mobility Aid is returned, repaired or replaced or reimbursed by the Carrier in accordance with this sub-Rule;
 - (b) Reimburse the passenger for any reasonable expenses incurred as a result of the Mobility Aid being damaged, destroyed, lost or otherwise made unavailable to them upon arrival at the passenger's Destination;
 - (c) If the damaged aid can be repaired, the Carrier will arrange for the repair of the aid and return it to the passenger without delay; and
 - (d) If the damaged aid cannot be repaired or is lost and cannot be located within 96 hours after the passenger's arrival, the Carrier will:
 - (i) replace it with the same model of Mobility Aid, or
 - (ii) if the same model is not available, a model that has equivalent features and qualities as the damaged Mobility Aid and that meets the passenger's needs in relation to their mobility, or
 - (iii) reimburse the passenger for the replacement cost of the aid.
- (5) Whether or not a request for the services listed in section 35 (a) - (w) of the ATPDR is made 48 hours prior to departure, the Carrier will make every reasonable effort to accommodate those requests for assistance

(C) Additional Seat

The Carrier will provide additional adjacent seat(s), meaning seat(s) which are next to the seat of a Person with a Disability, if required for:

- (1) , A Support Person
- (2) A Service Dog that requires additional floor space for the dog to lie down at the person's feet in a manner that ensures the safety and well-being of the dog and the person; or
- (3) When a Person with a Disability needs more than one seat because of the nature of their disability, for example, if they are a person who has a fused or immobile leg or a person who is disabled by severe obesity.

(D) Support Persons

- (1) Where a Support Person is required, the Carrier will provide an additional seat for the Support Person at no additional base fare, in accordance with applicable laws and the Carrier's procedures. Applicable taxes, fees, charges, and third-party airport or governmental assessments remain payable.
- (2) The Carrier will accept the determination made by or on behalf of a Person with a Disability regarding their need for a Support Person, unless the Carrier determines, following an individualized assessment, that additional measures are required to address applicable safety, security, or operational requirements.
- (3) To qualify for a Support Person, the Person with a Disability must:
 - (a) be at least eight (8) years of age;

- (b) notify the Carrier of the requirement for a Support Person at least 48 hours before scheduled departure; and
 - (c) provide any information or documentation reasonably required by the Carrier to assess seating, accommodation, or safety requirements.
- (4) A Support Person must:
- (a) be at least sixteen (16) years of age;
 - (b) be self-reliant and capable of assisting the passenger throughout travel without requiring personal assistance from Carrier personnel or another Support Person;
 - (c) remain with and accompany the Person with a Disability throughout travel; and
 - (d) be capable of assisting the Person with a Disability during an emergency evacuation.
- (5) Neither the Person with a Disability nor the Support Person may be solely responsible for the care of a child under eight (8) years of age during the flight.
- (6) For safety reasons, neither the Person with a Disability nor the Support Person may occupy an emergency exit row seat.
- (7) The Carrier will make every reasonable effort to seat the passenger and Support Person adjacent to one another or directly across the aisle from one another where required for accessibility or safety purposes.

(E) Oxygen and Personal Oxygen Concentrators

- (1) The Carrier does not accept gaseous or liquid oxygen for carriage. The Carrier will refuse to transport any oxygen cylinder, even if the cylinder is empty.
- (2) Personal oxygen concentrators (POCs) may be accepted for carriage and used onboard where they comply with applicable safety and operational requirements and have been approved by Carrier.
- (3) Passengers travelling with a POC should notify the Carrier at the time of booking, at the telephone number listed on the Carrier's website, or as soon as possible before travel, so that appropriate arrangements can be completed. The Carrier may refuse carriage of any oxygen-related device, including a POC, where the device does not comply with applicable safety, security, dangerous goods, or operational requirements.
- (4) POCs may be used onboard the aircraft in locations approved by the Carrier and where the device complies with applicable safety, security, and operational requirements.
- (5) Passengers using a POC onboard must:
 - (a) complete the Carrier's medical accommodation form to assess fitness to travel, safe use of the device onboard, or compliance with applicable safety requirements;
 - (b) be capable of operating the device independently or travel with a Support Person capable of assisting with its operation;
 - (c) ensure the device is used in accordance with manufacturer instructions and applicable safety requirements;
 - (d) bring an adequate supply of battery power to meet the duration of the flight, ground time, connections, and potential delays;

- (e) package batteries for safety by individually protecting them against short circuit in accordance with applicable dangerous goods requirements; and
 - (f) ensure the device does not obstruct aisles, exits, or access to emergency equipment.
- (6) Aircraft electrical outlets and USB power ports are not intended for the operation or charging of medical devices and may not be used for that purpose.
- (7) The Carrier may require a POC to be stowed or powered off at any time where required for safety or operational reasons.

(F) Acceptance of Service Dogs

- (1) The Carrier will accept for transportation, without charge, a Service Dog required to assist a Person with a Disability provided the Service Dog is properly harnessed and certified as having been individually trained to perform tasks or functions related to the passenger's disability and comply with applicable safety, health, documentation and control requirements.
- (2) Service Dogs must be fit for travel and must not require care or supervision from Carrier personnel. The passenger remains responsible for the care, feeding, toileting, and supervision of the Service Dog at all times during travel.
- (3) Service Dogs may not occupy a seat in the aircraft and must be accommodated within the passenger's or handler's foot space or another approved area that does not obstruct aisles, exits, or access to emergency equipment. . For the comfort of all Passengers, the Carrier staff will determine, in consultation with the passenger, where the passenger and Service Dog will be seated.
- (4) Service Dogs will not be accepted for transportation unless accompanied by all documentation required for entry into, transit through, or exit from any country, state, or territory in the passenger's itinerary. The passenger is responsible for obtaining and presenting all required documentation before travel.
- (5) Service Dogs must be under the control of the passenger or handler at all times through the use of a harness, leash, tether or other appropriate control measure, unless the use of such measure interferes with the Service Dog's work or the passenger's disability prevents its use. In such cases, the passenger must maintain control of the Service Dog through voice, signal or other effective means.
- (6) The Carrier may refuse transportation of a Service Dog where:
 - (a) the animal poses a direct threat to the health or safety of others;
 - (b) the animal displays aggressive, disruptive, or uncontrolled behaviour;
 - (c) the animal is not under the control of the passenger or handler;
 - (d) the animal does not comply with applicable health, entry, documentation, or safety requirements; or
 - (e) transportation of the animal would violate applicable laws, regulations, or safety requirements.
- (7) When a passenger's overall travel plans involve more than one carrier, it is the responsibility of the passenger to verify the policy of each carrier involved to ensure that the requirements of each carrier have been met and that each carrier is aware of and has agreed to carry the Service Dog on its own aircraft.

(G) Acceptance of Emotional Support Dogs

- (1) A passenger may travel with one Emotional Support Dog, subject to the conditions set out in this section and the applicable requirements and limitations set out in Rule 14, except that applicable pet transportation fees are waived for Emotional Support Dogs accepted for carriage under this Rule.
- (2) The only species accepted to travel for emotional support are dogs. No other species of animal will be accepted for carriage as an emotional support animal.
- (3) Passengers travelling with an Emotional Support Dog should notify the Carrier as early as possible before travelling. The Carrier's medical accommodation form and service/emotional support dog form is required for approval to travel with an Emotional Support Dog and should be submitted to the Carrier at least 96 hours prior to the commencement of travel to allow sufficient time for review and coordination.
- (4) The Carrier will make every reasonable effort to accommodate requests received less than 96 hours prior to departure; however, accommodation cannot be guaranteed where sufficient time is not available to complete any necessary review or arrangements.
- (5) The passenger is responsible for ensuring that the Emotional Support Dog remains under control at all times and does not:
 - (a) pose a threat to the health or safety of others;
 - (b) exhibit aggressive, disruptive, or inappropriate behaviour; or
 - (c) interfere with crew duties, other passengers, or the safe operation of the aircraft.
- (6) The passenger assumes full responsibility for the behaviour and care of the Emotional Support Dog, including its interaction with crew members, passengers, other animals, and airline property.
- (7) The passenger is responsible for any damage caused by the Emotional Support Dog. The Carrier may recover repair or cleaning costs to the extent it would similarly charge other passengers for comparable damage.
- (8) The passenger shall indemnify and hold harmless the Carrier from and against any claims, liabilities, damages, costs, or expenses arising from:
 - (a) the carriage of the Emotional Support Dog; or
 - (b) the passenger's failure to comply with this Rule or applicable laws or regulations.

RULE 14 – ACCEPTANCE OF PETS (PERMITTED IN CABIN ONLY)

These rules apply to the transportation pets in the cabin of the aircraft on the services of the Carrier. For clarity, the Carrier does not accept pets of any type for transport in the cargo hold (baggage stowage area) of any aircraft.

(A) General

- (1) The Carrier accepts pet dogs and cats for carriage in the passenger cabin of the aircraft, provided the pet is accompanied by a passenger and all other requirements in the Contract of Carriage are met. All other pet animals will be refused carriage. Each passenger may travel with only one pet, subject to the provisions of this section.
- (2) Pet dogs and cats must be contained in a clean, leak/escape-proof kennel with adequate space for the comfort of the animal, and the animal must be able to stand

upright and turn around inside the kennel. The Carrier may refuse carriage where the animal cannot be safely and comfortably accommodated in the kennel.

- (3) The kennel must be supplied by the passenger, and the kennel containing the pet must be approved by the Carrier before the passenger and pet will be permitted to board an aircraft. Such approval by Carrier will occur during check-in and/or at the gate prior to boarding. Carrier will not be responsible for any denial of boarding to any passenger, pet, or kennel that is not approved to board.
- (4) For carriage in the passenger cabin, the kennel must be within the size limitations specified in the Contract of Carriage and must fit under the seat in front of the passenger and will not be permitted to travel in the overhead bins. Only 1 animal may be in any kennel unit.
- (5) The pet must remain in the kennel for the duration of the flight. The Carrier reserves the right to deny transportation to pets removed from their kennel during the flight.
- (6) A passenger wishing to transport a pet and its kennel shall be required to pay the applicable fees.
- (7) A maximum of 6 pets will be accommodated in the cabin per flight, on a first-come, first-served basis.
- (8) The passenger is responsible for complying with all applicable laws, customs requirements, health requirements, entry requirements and governmental regulations relating to the transportation of the pet, including obtaining any required documentation, permits, health certificates or vaccination records. In the absence of such documentation, a pet will not be accepted for carriage. The Carrier is not responsible if the animal is refused entry into or transit through any jurisdiction.
- (9) The passenger agrees that air travel for animals can be stressful and that the cabin will undergo pressure and temperature changes, which may be detrimental to an animal. The Carrier will not be liable for the death or sickness of any animal which travels with the Carrier.
- (10) The passenger shall indemnify and hold harmless the Carrier from and against any claims, liabilities, damages, costs, or expenses arising from:
 - (a) the carriage of the pet dog or cat; or
 - (b) the passenger's failure to comply with this Rule or applicable laws or regulations.

RULE 15 – FLIGHT DELAYS AND CANCELLATIONS

It is an express condition of this Tariff and of the Contract of Carriage that the Customer, for itself and on behalf of each passenger on the same Reservation acknowledges and agrees that this Tariff explicitly limits the Carrier's liability to the passenger for any incident to the corresponding amount set forth in the Montreal Convention or APPR, and once Carrier has paid the passenger the amount set forth in the Montreal Convention or APPR, as applicable and as reflected in this Tariff, the passenger shall not be entitled to any other compensation. By purchasing a Reservation with Carrier, the Customer shall, on behalf of itself and any other passenger flying under the same Reservation, be deemed to have waived each passenger's right to further compensation and further to have released Carrier from any other claims in relation to the applicable transaction.

It is an express condition of this Tariff and of the Contract of Carriage that the Customer, for itself and on behalf of each passenger on the same Reservation acknowledges and agrees that a passenger who is owed compensation under this Rule may elect to receive the compensation in the form of APPR Voucher(s) which have a greater monetary value than the amount owed by the Carrier as determined under this Rule. The Carrier will provide a consent form for signature by the passenger which sets out the monetary value of the APPR Voucher(s) and the passenger's consent to receive the APPR Voucher(s) in place of monetary compensation. A Customer or any one passenger under a Reservation may accept an APPR Voucher on behalf of any other passenger under the same Reservation and the Carrier may rely on such acceptance without further input from or obligations to any other person in respect of the compensation owed.

The Carrier does not hold a Commercial Agreement with any other air carrier for the purposes of alternate arrangements under the APPR.

(A) Flight Schedules are Not Guaranteed – Limitation of Carrier's Liability

The Carrier will exercise reasonable efforts to transport passengers and their Baggage from the point of Origin to the Destination indicated on the Reservation with reasonable dispatch, but published schedules, flight times, aircraft type, seat assignments, and similar details reflected in the Reservation or Carrier's published schedules are not guaranteed and form no part of the Contract of Carriage. The Carrier may substitute alternate carriers or aircraft, delay or cancel flights, change seat assignments, and alter or omit stopping places shown on the Reservation at any time. Schedules are subject to change without notice. Except as stated in this Rule, the Carrier will have no liability for any losses for missed connections with other carriers (as the Carrier itself does not offer connecting flights), failing to operate any flight according to schedule, changing the schedule for any flight, changing seat assignments or aircraft types, or revising the Routings by which the Carrier carries the passenger from the originally scheduled Origin to originally scheduled Destination.

(B) Communications to Passengers

(1) In the case of a flight delay, cancellation or a Denied Boarding, the Carrier will:

- (a) communicate to the passenger (A) in the airport by means of audible announcements and, upon request, by means of visible announcements and (B) by communication method available to Carrier which the passenger has previously indicated that they prefer: (i) the reason for the flight delay or cancellation, (ii) the compensation to which the passenger may be entitled for the inconvenience; (iii) the standard of treatment for passengers, if any; and (iv) the recourse available

against the Carrier, including their recourse to the Canadian Transportation Agency, all based on the information available to the Carrier at the time of the communication; and

- (b) in the case of a delay, communicate status updates (audible and/or visible announcements at the airport or via electronic written communication) to passengers every 30 minutes until a new departure time for the flight is set or Alternate Travel Arrangements have been made for the affected passenger, or as soon as feasible upon new information becoming available.

(C) **Standards of Treatment of Passengers – Delay or Cancellation Within the Carrier’s Control (“Controllable”) or Within the Carrier’s Control but Required for Safety (“Controllable for Safety”)**

- (1) Subject to (F) below, where there is a Controllable or Controllable for Safety flight delay or cancellation resulting in a passenger who has checked in for a flight waiting at the airport for two hours or more, the Carrier will provide:
 - (i) food and drink in reasonable quantities having regard to the length of the wait, the time of day and the location of the passenger, and
 - (ii) access to a means of communication,

provided that this sub-Rule shall not apply where the passenger is informed of the flight delay or cancellation at least twelve (12) hours before their original scheduled departure.

(D) **Accommodation – Delay or Cancellation Within the Carrier’s Control, Within the Carrier’s Control but Required for Safety, or else Denied Boarding (Rule 16)**

- (1) **This sub-Rule does not apply where passengers are informed of the delay or cancellation twelve (12) hours or more prior to the originally scheduled departure time.**
- (2) By entering into the Contract of Carriage passengers acknowledge and agree that Carrier has the right to select and propose the applicable hotel or other accommodation and the if passenger does not accept the proposed accommodation, passenger shall be deemed to have waived its right to accommodation or reimbursement therefor, and Carrier shall have no further liability to passenger regarding accommodations. For the purposes of the Contract of Carriage, reasonable accommodation shall be any low cost, value hotel accommodation, in reasonable proximity to the applicable airport and shall not include premium accommodation or accommodation with a four-star rating or above.

(E) **Exception - Avoidance of Further Delay**

Notwithstanding (C), and (D) directly above, the Carrier may limit or decline to provide the standard of treatment or accommodation described therein if to do so would further delay the passenger, in which circumstances, the passenger shall not be entitled to claim the applicable standard of treatment or accommodation.

(F) No Standards of Treatment – Situations Outside the Carrier’s Control

Where a delay or cancellation occurs for Situations Outside the Carrier’s Control, or Refusal to Transport (as described in Rule 18) occurs, Carrier shall not be obligated to provide standards of treatment or accommodation as contemplated in (C) and (D).

(G) Alternate Travel Arrangements and Refunds: Delays (of 3 or more hours only) or Cancellations Within the Carrier’s Control or Within the Carrier’s Control but Required for Safety, or else Denied Boarding

It is an express condition of this Tariff and of the Contract of Carriage that the Customer, for itself and on behalf of each passenger on the same Reservation acknowledges and agrees that, if a passenger refuses to accept the alternate travel arrangements set out under this sub-Rule, the passenger may elect a refund of certain amounts paid as set out below and will be eligible for compensation for inconvenience as provided under sub-Rule(H). The Carrier will have no obligation to reimburse passengers elect to book their own alternate transportation or for any further compensation.

The Carrier does not hold a Commercial Agreement with any other air carrier for the purposes of alternate arrangements under the APPR.

- (1) When there is delay of three (3) hours or more or a cancellation due to situations Within the Carrier’s Control or Controllable for Safety, or where there has been a Denied Boarding, the Carrier will provide to the passenger, free of charge, the following alternate travel arrangements:
 - (a) a confirmed reservation for the next available flight that is operated by the Carrier, on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger’s original ticket and departs within nine hours of the original departure time,
 - (b) a confirmed reservation for a flight with any carrier on a reasonable route to the original Destination which departs from the original departing airport within 48 hours of the original departure time; or, if Carrier cannot comply with either (a) or (b),
 - (c) transportation to another airport a reasonable distance from the original departing airport and a confirmed reservation for a flight with any carrier on a reasonable route to the original Destination which departs from the other airport.
- (2) If the alternate travel arrangements offered in accordance with (1) above do not reasonably accommodate the passenger’s travel needs, the Carrier will refund the unused portion of flights and ancillaries under the Reservation. **If passenger elects a refund under this sub-Rule, passenger will have no further right to any additional compensation whatsoever from the moment of requesting the refund (e.g. airfare costs of another airline, hotels, meals, transportation, rentals, and so on) other than the right to the compensation for inconvenience provided in sub-Rule (H) below.** By electing a refund and compensation for inconvenience, the passenger releases Carrier from all further liability and obligations whatsoever.

- (3) If the passenger chooses another arrangement altogether (such as immediately booking with another airline and not accepting the Carrier's refund or Carrier's alternate travel arrangement offer), then the **Carrier will have no obligation to reimburse passengers who have so elected to book their own alternate transportation and such passengers are not owed any further compensation whatsoever by the Carrier.**
- (4) For greater certainty, if a passenger refuses the alternate travel arrangements offered by Carrier in accordance with (1) and (2) above, Carrier will not be responsible or liable to compensate passenger for any travel arrangements arranged by passenger recognizing that the Carrier does not offer connecting flights.
- (5) Alternate travel arrangements will be comparable to those under the original Reservation. Passengers shall have no right to a higher class of travel than the class of travel provided by the Carrier.
- (6) The Carrier will refund the cost of any additional services purchased in connection under a passenger's original Reservation if the passenger has been provided with alternate travel arrangements and the passenger did not receive those services or those services were paid for a second time.

(H) **Compensation for Inconvenience – Delays (3 or more hours only) or Cancellations Within Carrier's Control or else Denied Boarding**

- (1) In the case of a delay of three (3) or more hours or cancellation of a flight caused by situations Within the Carrier's Control, a passenger shall be entitled to compensation for inconvenience in the amounts set out in the APPR. This sub-Rule **does not apply, and passengers shall have no right to monetary compensation in respect thereof, if a passenger is informed of the delay or cancellation more than 14 days before the original departure time.**
- (2) Where the delay (3 hours or more) or cancellation Within Carrier's Control has taken place and the passenger is informed 14 days or less prior to original departure, and the passenger elects a refund in lieu of the alternate travel arrangements set out in this Tariff, the passenger shall receive \$400 compensation for inconvenience, if applicable.
 - (a) In order to receive the \$400 compensation as set out in (2) immediately above, the passenger must file a request for compensation with the Carrier within one (1) year of the day on which the flight delay or cancellation occurred.

(I) **Alternate Travel Arrangements and Refunds: Delays (of 3 or more hours only) or Cancellations for Situations Outside the Carrier's Control**

It is an express condition of this Tariff and of the Contract of Carriage formed between Carrier and passenger that passenger acknowledges and agrees that, if the passenger refuses to accept the alternate travel arrangements set out under this Rule the sole remedy for the passenger is a refund if so provided for under this Rule.

- (1) In the case of a flight delay of three (3) hours or more or a cancellation for Situations Outside of Carrier's Control, the Carrier will provide to the passenger, free of charge, the following alternate travel arrangements:
 - (i) a confirmed reservation for the next available Carrier flight on any reasonable air route from the original departing airport to the original Destination indicated on the passenger's original Reservation which departs within 48 hours of the departure time that is indicated on that Reservation; or,

if Carrier cannot do so it must, at the passenger's choice:
 - (ii) refund any fees associated with unused travel services; or
 - (iii) provide, free of charge, a confirmed reservation for the next available flight that is operated by any carrier on any reasonable air route from the original departing airport, or another airport that is within a reasonable distance of that airport, to the Destination that is indicated on the passenger's original Reservation and, if applicable, transportation to that other airport.
- (2) A passenger who is eligible to be refunded may choose a refund at any time prior to being provided with a confirmed reservation.
- (3) If the alternate travel arrangements offered in accordance with (1) above do not reasonably accommodate the passenger's travel needs, the Carrier will refund the unused portion of the Reservation. **If passenger elects a refund under this sub-Rule, passenger will have no further right to any additional compensation whatsoever from the moment of requesting the refund (e.g. airfare costs of another airline, hotels, meals, transportation, rentals, and so on).** By electing a refund, the passenger releases Carrier from all further liability and obligations whatsoever.
- (4) The Carrier will refund the cost of any additional services purchased in connection with a passenger's original Reservation if the passenger has been provided with alternate travel arrangements and the passenger did not receive those services or those services were paid for a second time.
- (5) To the extent possible, the alternate travel arrangements shall be comparable to those of the original Reservation. If the alternate travel arrangements provide for a higher class of service than the original Reservation, no supplementary payment to the Carrier shall be required. If the alternate travel arrangements provide for a lower class of service than the original Reservation, the Carrier will refund the difference in the cost of the applicable portion of the air services under the Reservation.
- (6) If the passenger chooses another arrangement altogether (such as immediately booking with another airline and not accepting the Carrier's refund or Carrier's alternate travel arrangement offer), then the **Carrier will have no obligation to reimburse passengers who have so elected to book their own alternate transportation and such passengers are not owed any further compensation whatsoever by the Carrier.**

- (7) If a passenger refuses the alternate travel arrangements offered by Carrier in accordance with this sub-Rule, Carrier will not be responsible or liable to compensate passenger for any travel arrangements arranged by passenger, considering that Carrier does not operate connecting flights.

(J) Diversions

- (1) In some cases, where a diversion of a flight is necessary in the opinion of Carrier or applicable authorities, alternate destinations outside of Canada are selected. In these instances, the laws of these countries may supersede those of Canada. The Carrier accepts no liability for passengers who may be refused entry, detained or otherwise dealt with by the regulatory authorities of any such country.
- (2) Where a diversion takes place, it is the responsibility of the passenger to wait for announcements, communications, and/or directions from the Carrier prior to leaving the airport and/or making plans for accommodations while waiting for a recovery flight.

(K) Carrier Does Not Provide Connections, No Liability for Any Missed Connection(s)

- (1) The Carrier does not offer connections as part of its flight services under a Reservation.
- (2) The Carrier assumes no liability for, and the passenger expressly releases the Carrier from any losses for missed connections with other carriers (as the Carrier itself does not offer connecting flights).
- (3) For further clarity, if passenger books multiple flights with Carrier in order to travel from a point of origin to a final destination, Carrier is not responsible for any flight missed by passenger as a result of a late arrival or cancellation of any prior flight with the Carrier.

(L) Right to Consolidate or Cancel flights

It is an express condition of this Tariff and of the Contract of Carriage that the Customer, for itself and on behalf of each passenger on the same Reservation acknowledges and agrees that, where a passenger is informed of a delay or cancellation more than 14 days before the scheduled departure time, the passenger has a right to alternate travel arrangements or a refund if and as provided in this Tariff, but the passenger will have no other rights in respect thereof, and no compensation for inconvenience will be owed to the passenger.

The Carrier has the right to consolidate flights for operational reasons which may result in flight delays or cancellations. The liability of the Carrier in such circumstances is strictly limited to offering alternate travel arrangements in accordance with Rule 15(G) or a refund (should the alternate travel offered not meet the passenger's needs), provided notice is given to passengers with confirmed Reservations more than 14 days ahead of the scheduled departure time. **No compensation for inconvenience or other compensation, including in respect of travel arrangements arranged by passenger, will be owed by the Carrier.**

(M) Compensation for Inconvenience: Delay or Cancellation Within the Carrier's Control (but not Controllable for Safety)

In the case of a Controllable flight delay or cancellation resulting in a delay of three (3) hours or more, including a delay resulting from a Controllable cancellation, **but excluding: (i) Controllable**

for Safety delays or cancellations, or (ii) those of which the Carrier informs the passenger more than 14 days before their scheduled departure, the Carrier will provide the passenger with compensation in the amount of:

- (a) \$400 CAD if: (i) the arrival of the passenger's flight at the Destination that is indicated on the original Reservation is delayed by three (3) hours or more but less than six (6) hours, or (ii) for delays of more than (3) hours or a cancellation caused by events within the control of the Carrier (excluding events Controllable for Safety) if the passenger elects to cancel the unused portion of their Reservation for a refund.
- (b) \$700 CAD if the arrival of the passenger's flight at the Destination that is indicated on the original Reservation is delayed by six (6) hours or more but less than nine (9) hours; or
- (c) \$1,000 CAD if the arrival of the passenger's flight at the Destination that is indicated on the original Reservation is delayed by nine (9) hours or more,

provided that compensation will only be available to eligible passengers who file a request for compensation within one (1) year of the date on which the delay or cancellation occurred. The Carrier will either provide the compensation or respond with an explanation as to why compensation is not payable, within 30 days of the passenger's request for compensation.

PLEASE NOTE: Once compensation has been accepted by the passenger in accordance with the above the Carrier shall have no further liability to the passenger in connection with the delay or cancellation.

(N) Tarmac Delays Obligations

- (1) If a flight is delayed on the tarmac after the doors of the aircraft are closed for takeoff or after the flight has landed, the Carrier will provide passengers with the following, free of charge:
 - (a) access to those lavatories in working order;
 - (b) proper ventilation and cooling or heating of the aircraft;
 - (c) communication with people outside of the aircraft, when and where possible; and
 - (d) food and drink, in reasonable quantities, taking into account the length of delay and expected time of takeoff, the time of day and the location of the airport.
- (2) If a flight is delayed on the tarmac at an airport in Canada, the Carrier will provide an opportunity for passengers to disembark 3 hours after the aircraft doors have been closed for takeoff, and 3 hours after the flight has landed. However, the Carrier is not required to provide an opportunity for passengers to disembark if it is likely that takeoff will occur less than 3 hours and 45 minutes after the doors of the aircraft are closed for takeoff, or after the flight has landed and the Carrier is able to continue to provide the standard of treatment referred to in Sub-Rule (1) immediately above.
- (3) Should a disembarkation be required, the Carrier will, if feasible, provide Persons with Disabilities and their Support Person and/or Service Dog, if any, the opportunity to disembark first.

- (4) Sub-Rules (2) and 3 do not apply if providing an opportunity for Passengers to disembark is not feasible, including if it is not possible for reasons related to safety and security or to air traffic or customs control.

RULE 16 – DENIED BOARDING

It is an express condition of this Tariff and of the Contract of Carriage that the Customer, for itself and on behalf of each passenger on the same Reservation acknowledges and agrees that, once Carrier has paid the passenger the amount set forth in the Montreal Convention or APPR, as applicable and as reflected in this Tariff, the passenger shall not be entitled to any other compensation and shall be deemed, on behalf of itself and all passengers under the same Reservation, to have waived the passenger's right to further compensation and further to have released Carrier from any other claims in relation to the applicable transaction.

It is an express condition of this Tariff and of the Contract of Carriage formed that the Customer, for itself and on behalf of each passenger on the same Reservation acknowledges and agrees that a passenger who is owed compensation under this Rule may elect to receive the compensation in the form of APPR Voucher(s) which have a greater monetary value than the amount owed by the Carrier as determined under this Rule. The Carrier will provide a consent form for signature by the passenger which sets out the monetary value of the APPR Voucher(s) and the passenger's consent to receive the APPR Voucher(s) in place of monetary compensation. A Customer or any one passenger under a Reservation may accept an APPR Voucher on behalf of any other passenger under the same Reservation and Flair may rely on such acceptance without further input from or obligations to any other person in respect of the compensation owed.

(A) General

- (1) **Denied Boarding can occur in Situations Outside the Carrier's Control or Within the Carrier's Control but Required for Safety, in which case there is no compensation for inconvenience owed under the APPR.**
- (2) Denied Boarding occurs where a passenger is not able to occupy a seat on board the aircraft because the number of passengers who have checked in and are at the gate on time is greater than the number of available seats that can be occupied. In such cases, the Carrier will provide the passenger with:
- (a) the reason they have been denied boarding ;
 - (b) a remedy or remedies in accordance with Rule 15 above; and
 - (c) Denied Boarding compensation as set forth in this Rule if the Denied Boarding resulted from matters within the Carrier's control.

(B) Volunteers and Boarding Priorities

- (1) If a passenger is not permitted to occupy a seat on board a flight because the number of seats that may be occupied on the flight is less than the number of passengers who have checked in by the required time, hold a confirmed reservation and valid travel documentation and are present at the boarding gate at the required boarding time, no one may be Denied Boarding against their will until the Carrier's personnel first ask for volunteers willing to give up their seats willingly, in exchange for such compensation as the Carrier may choose to offer. If there are not enough volunteers,

other passengers may be Denied Boarding involuntarily, in accordance with the Carrier's boarding priority.

- (2) If a passenger willingly gives up their seat in exchange for a benefit offered by the Carrier, the Carrier will provide the volunteering passenger with a written confirmation of that benefit before the flight departs.
- (3) If an involuntary denial of boarding is necessary, the Carrier will select a passenger(s) for Denied Boarding, giving priority for boarding to passengers in the following order:
 - (a) a Person with a Disability (including their Support Person or Service Dog, if any;
 - (b) a person travelling with family members,
 - (c) a person who was previously denied boarding on the same Reservation.

(C) **Standards of Treatment of Passengers – Denied Boarding Within Carrier Control and Within the Carrier's Control but Required for Safety**

- (1) In the case of a Denied Boarding, provided the passenger has not subsequently been granted boarding under sub-Rule (B) [volunteers and priorities] and further provided that the passenger has accepted the alternative travel arrangements offered by the Carrier under Rule 15, the Carrier will provide:
 - (i) food and drink in reasonable quantities having regard to the length of the wait, the time of day and the location of the passenger, and
 - (ii) access to a means of communication.
- (2) **Exception - Avoidance of Further Delay:** notwithstanding (1) directly above, the Carrier may limit or decline to provide the standard of treatment or accommodation described therein if to do so would further delay the passenger, in which circumstances, the passenger shall not be entitled to claim the applicable standard of treatment or accommodation.

(D) **Conditions for Compensation for Denied Boarding**

- (1) If Denied Boarding has taken place and it is Within Carrier Control, a passenger is entitled to a payment of "Denied Boarding compensation" from Carrier unless:
 - (a) the passenger has not fully complied with the Carrier's booking, Baggage or check-in requirements, or is not acceptable for transportation under the Carrier's usual rules and practices; or
 - (b) the passenger is Denied Boarding because the flight is cancelled; or
 - (c) the passenger is Denied Boarding because a smaller capacity aircraft was substituted for safety or operational reasons, and the events prompting such substitution were Situations Outside the Carrier's Control or else Within the Carrier's Control but Required for Safety; or
 - (d) the passenger is offered accommodation in a section of the aircraft other than specified in the Reservation, at no extra charge, (a passenger seated in a section for which a lower fare is charged must be given an appropriate refund).

(E) **Denied Boarding Compensation**

- (1) Passengers Denied Boarding within the meaning of this Tariff and the APPR will receive:

- (a) \$900 CAD if the arrival of the passenger's flight at the original Destination is delayed by less than six (6) hours;
 - (b) \$1,800 CAD if the arrival of the passenger's flight at the original Destination is delayed by six (6) hours or more, but less than nine (9) hours; and
 - (c) \$2,400 CAD if the arrival of the passenger's flight at the original Destination is delayed by nine (9) hours or more.
- (2) The Carrier must provide the above compensation to the passenger as soon as it is operationally feasible, but not later than 48 hours after the time of the denial of boarding.

RULE 17 – REFUNDS

It is an express condition of this Tariff and of the Contract of that the Customer, for itself and on behalf of each passenger on the same Reservation acknowledges and agrees that a passenger who is entitled to a refund may elect to receive the refund in the form of APPR Voucher(s) which have a greater monetary value than the amount of the refund as determined under this Rule. The Carrier will provide a consent form for signature by the passenger which sets out the monetary value of the APPR Voucher(s) and the passenger's consent to receive the APPR Voucher(s) in place of a monetary refund. A Customer or any one passenger under a Reservation may accept an APPR Voucher on behalf of any other passenger under the same Reservation and the Carrier may rely on such acceptance without further input from or obligations to any other person in respect of the compensation owed.

(A) General

- (1) All fares and fees, including optional services, are non-cash refundable unless expressly otherwise indicated in the Contract of Carriage.
- (2) Cancellations initiated by the passenger may result in Future Travel Credits being issued, as more particularly detailed within Rule 6.

(B) Method of Refund

- (1) In any instance where refunds are appropriate, the Carrier will process requests in a timely manner to the person who purchased the Reservation and, subject to (2) below, refund to the original form of payment. If the Reservation was made through a Third-Party Booking Platform, the third party will be responsible for passing on any refund to the person who purchased the Reservation. For clarity, in such circumstances, the Carrier will not be responsible for any fees the third party does not refund, including any amounts withheld for processing the refund or otherwise.
- (2) In any circumstance where a Customer or passenger is entitled under the Contract of Carriage to a refund, including base fares and taxes, baggage fees, and seat selection fees, the Customer or passenger, as applicable, may elect to receive APPR Vouchers in full satisfaction of the refund. For clarity, the value of the APPR Voucher will exceed the value of the refund owed. See definition of "APPR Voucher" for more information.

RULE 18 – REFUSAL TO TRANSPORT

(A) Applicability

- (1) A Refusal to Transport a passenger occurs in situations when the Carrier operates a flight on which the passenger had a confirmed Reservation, but the passenger is not permitted to check in or board an aircraft due to any reasons specified in the paragraphs below (not an exhaustive list). Refusal to Transport can occur at any time from the time a booking of a flight is attempted including while the passenger is *en route* to their Destination.
- (2) A Refusal to Transport will result in an invalidated Reservation in accordance with Rule 5, and the passenger or Customer's recourse in the event of a Refusal to Transport is limited to that specified in Rule 5.
- (3) Flight delay, flight cancellation and Denied Boarding do 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 (not an exhaustive list):
 - (a) Government requests and regulations and Force Majeure. Whenever it is necessary or advisable, in the Carrier's sole and absolute discretion, to: comply with any government regulation; comply with any government request for emergency transportation; or, address Force Majeure.
 - (b) Search of passenger and Property. When the passenger refuses to permit a search of their person or property (including Baggage) for prohibited article(s).
 - (c) Proof of Identity/Age. When the passenger refuses a request to produce government-issued identification to demonstrate proof of identity or to fully reveal the passenger's full face in order to compare such identification with the passenger.

The Carrier is obliged to screen each passenger by looking at the passenger, and in particular the passenger's entire face, to determine if they appear to be 18 years of age or older and, if so, to compare the passenger's full face against one piece of government-issued photo identification that shows the passenger's name, date of birth and gender.
 - (d) Failure to Comply with Carrier's Rules and Regulations. When the passenger fails or refuses to comply with rules and regulations of the Carrier as stated in the Contract of Carriage.
 - (e) Passenger's Condition. When the passenger fails or refuses to comply with Rule 13.
 - (f) Prohibited Conduct. Where the passenger fails or refuses to comply with Rule 19.

- (g) When the passenger has a communicable disease or condition that poses a direct threat to the health or safety of others, or where transportation would contravene applicable public health requirements or government directives.
- (h) When the passenger's condition, including severe odour, results in a significant disruption to the comfort or safety of others that cannot be mitigated through reasonable measures.
- (i) When the passenger is inadequately clothed, barefoot where footwear is reasonably required for safety or sanitation purposes, or otherwise presenting in a manner that creates significant disruption or safety concern for the flight.
- (j) Medical Clearance. When the Carrier determines, following an individualized assessment and based on objective evidence, that a passenger's medical or physical condition may pose a risk to the health or safety of the passenger or others, or may require extraordinary medical assistance during travel beyond the services ordinarily provided by the Carrier, the Carrier may require the passenger to provide medical information or a medical certificate as a condition of travel 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 representative 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. A passenger with a complication-free pregnancy may travel on the Carrier's flights up to the 36th week of pregnancy without providing medical documentation.
 - ii. A passenger who is beyond the 36th week of pregnancy, or whose pregnancy involves a medical complication that may affect safe travel, may be required to present a medical certificate, dated within 72 hours of the scheduled time of departure. The certificate must state that the passenger has been assessed by a licensed physician or nurse practitioner who has examined the patient and found them to be physically fit for air travel, and the certificate must state the estimated date of birth.
- (k) Failure to Provide a Suitable Escort or meet Required Advance Arrangements. The Carrier will refuse transportation where a passenger requires continuous supervision, medical monitoring, behavioural assistance, custodial control, or an escort during travel and the necessary arrangements have not been made with the Carrier before departure. The Carrier may accept escorted or custodial passengers for transportation where:
- i. A qualified medical authority, institution, law enforcement agency or other responsible authority provides written confirmation that the passenger can be transported safely.

- ii. A request for carriage is made at least 48 hours before scheduled departure.
- iii. Any required escort, Support Person, medical personnel, or law enforcement personnel accompanies the passenger throughout travel; and
- iv. Any restraint or custodial measures complies with applicable laws, security requirements, and law enforcement procedures. Passengers in the custody of law enforcement personnel must be manacled.

Acceptance applies only to transportation operated by the Carrier. The passenger, escort, or responsible authority is responsible for ensuring compliance with the requirements of any other carrier involved in the itinerary.

RULE 19 – PROHIBITED CONDUCT

(A) Prohibited Passenger Conduct

The following constitutes prohibited conduct where it may be necessary, in the sole and absolute discretion of the Carrier, to take action to ensure the physical comfort or safety of the person, other passengers (in the future and present) and/or the Carrier's employees, agents (including those in a customer service function) and/or crew members; the safety of the aircraft; the unhindered performance of the crew members in their duty on board the aircraft; or safe and adequate flight operations:

- (1) The passenger, in the judgement of a responsible employee of the Carrier, is under the influence of alcohol or drugs (except a patient under medical care);
- (2) The passenger's conduct is or has been known to be abusive, offensive, threatening, intimidating, violent or otherwise disorderly toward any employee, agent (including those in a customer service function), and/or crew member, whether the prohibited conduct occurs in-person, over the phone, or in electronic communication and, in the judgement of a responsible employee of the Carrier, there is a possibility that the passenger would cause disruption or serious impairment to the physical comfort or safety of other passengers or Carrier's employees, agents and/or crew members in the performance of their duties, or otherwise jeopardize safe and adequate flight operation;
- (3) The passenger's conduct involves any hazard or risk to themselves or other persons (including travel involving pregnant passengers or unborn children), or to property;
- (4) The passenger fails to observe the instructions of an aircraft crew member or Carrier employees or agents at the airport prior to boarding, including at check-in or baggage screening, and/or where the passenger is being given instruction to stop any prohibited conduct;
- (5) The passenger is unable or unwilling to sit in their assigned seat with the seatbelt fastened;
- (6) The passenger smokes or attempts to smoke, eat, drink, chew or spit tobacco, cannabis or cannabis products, or uses or attempts to use an electronic cigarette ("vaping");
- (7) The passenger uses or continues to use a cellular phone, a laptop computer or electronic device on board the aircraft after being advised to stop such use by a crew member;

- (8) When the passenger records or takes pictures of any of the Carrier's employees, agents or crew members without their consent, after instruction to stop recording or taking pictures of employees, agents or crew members during the execution of their duties, whether it occurs during check-in at the airport, screening and assessment of baggage, and/or prior to boarding, as well as onboard the aircraft;
- (9) The passenger has a prohibited article or concealed or unconcealed weapon(s). However, the Carrier will transport law enforcement or armed forces personnel who meet the qualifications and conditions established under government regulations.

(B) Response to Prohibited Conduct

Where, in the exercise of its sole and absolute discretion, the Carrier decides that the passenger has engaged in prohibited conduct, the Carrier may impose any combination of the following sanctions:

- (1) Refusal to transport the passenger and/or removal of the passenger at any point;
- (2) 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;
- (3) 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 or comfort of other passengers, employees, agents and/or crew member; the unhindered performance of the employees, agents and/or crew members in their duty, whether it be in a customer service function, an airport function, or on board the aircraft; or safe and adequate flight operations;
- (4) The following conduct will automatically result in a refusal to transport, up to a possible lifetime ban:
 - (a) The person continues to interfere with the performance of employees, agents and/or crew members' duties despite warning to stop such behaviour;
 - (b) The person injures an employee, agent and/or crew member, or another passenger, or subjects any person to a credible threat of injury;
 - (c) The passenger displays conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs;

(C) Costs to Prohibited Conduct

Any passenger(s) who engages in any prohibited conduct described in this Tariff shall be liable to the Carrier for any and all claims, damages, losses, fines, penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever (including but not limited to interest, court costs and legal costs on a full indemnity (solicitor-client) basis), which in any way arises out of or results from the conduct, including but not limited to delay, injury to or death of any person, damage or destruction of any property, real or personal, and liability or obligations under or with respect to any violation of law or regulation, all of which are without prejudice to the Carrier's other rights and recourses, including the filing of criminal or statutory charges.

PART IV – AFTER TRAVEL

RULE 20 – LIMITATIONS OF LIABILITY

It is an express condition of this Tariff and of the Contract of Carriage that the Customer, for itself and on behalf of each passenger on the same Reservation acknowledges and agrees that, once Carrier has paid a passenger the amount set forth in the Montreal Convention or APPR, as applicable and as reflected in this Tariff, the passenger shall not be entitled to any other compensation and shall be deemed to have waived the passenger's right to further compensation and further to have released Carrier from any other claims in relation to the applicable transaction.

(A) Death or Bodily Injury of a Passenger

- (1) The Carrier is not liable for any death or bodily injury to any passenger unless such death or bodily injury is caused by the negligence of the Carrier.
- (2) The liability of the Carrier in respect of the death of, or injury to, a passenger is limited to the sum of \$100,000 CAD, and in no event shall the Carrier's liability exceed the actual loss suffered by the passenger.
- (3) All claims are subject to proof of amount of loss.
- (4) The Carrier is not liable:
 - (a) in the case of any passenger whose age or mental or physical condition, including pregnancy, presents a risk or hazard, for any damages sustained by that passenger that would not have been sustained but for their age or mental or physical condition; or
 - (b) in the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.
- (5) The Carrier reserves all other defences and limitations available to it recognized by a Court with proper jurisdiction over a claim.
- (6) With respect to third parties, the Carrier reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity.

(B) Destruction or Loss of, or Damage to, or Delay of Baggage (Other than Mobility Aid)

Notice re Limitation of Liability: 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 limit the liability of the Carrier in respect of destruction or loss of, or damage to, Baggage, and for delay of Baggage. Compensation is payable on a per-passenger, not per-bag basis, having regard for the name under which Baggage is booked.

- (1) The Carrier is not liable for any damages sustained, or expenses incurred, in the event of any delay in retrieving baggage, which delay is less than 21 days from the originally scheduled arrival of such item.
- (2) The Carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of baggage as follows:
 - (a) Except as provided below, the liability of the Carrier is limited to a maximum of 1,519 SDR (to be converted to Canadian currency) for each passenger who has experienced a 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 Carrier will not accept a special declaration from passengers or any other statement, document, photograph or declaration in support of a claim that any Baggage has a higher value than the Carrier's maximum liability stated above including in regards to sports equipment, musical instruments or other specifically-priced items under Carrier's fare rules posted on its website.
- (d) In the case of Unchecked Baggage, the Carrier is liable only to the extent the damage resulted from Carrier's fault, or that of its servants or agents.

Note: assistance offered to a passenger by the Carrier or their agents in loading, unloading or transferring Unchecked Baggage shall be considered as complimentary service to the passenger. The Carrier is not liable for damage to such Unchecked Baggage incurred during, or as a result of, this service, unless such damage is caused by the negligence of the Carrier or their 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, packing, securing or vice of the Baggage. Further, Carrier's liability for the destruction, loss, damage or delay of Baggage is subject to the same terms, limitations and defences as those that are set forth in the Convention in the context of International transportation.
 - (f) The Carrier reserves all defences and limitations available in the context of international transportation under the Convention.
- (3) Refund of Baggage fees. Carrier will refund to the passenger any fees paid for the transportation of the Baggage that was delayed, damaged or lost if and only if the Carrier is liable for compensation in respect of such Baggage under this Tariff.
 - (4) In the event that the Carrier accepts carriage of Baggage beyond the Check-in Deadline, whether or not such acceptance is subject to applicable fees, the Carrier shall not be liable for any delay, loss or damage of such Baggage which results either in whole or in part from the passenger's failure to comply with the Check-in Deadline.
 - (5) In the event that the Carrier accepts carriage of Carry-On Baggage which exceeds the maximum dimensions permitted for Carry-On Baggage, whether accepted for carriage in the cabin or for gate-checking, or where the passenger's Reservation does not allow it, and whether or not such acceptance is subject to applicable fees, the Carrier shall not be liable for any delay, loss or damage of such Baggage which results either in whole or in part from the passenger's failure to comply with the baggage rules outlined in the passenger's Contract of Carriage with the Carrier.
 - (6) The Carrier is not liable for damage to the passenger's Baggage caused by contents of the passenger's Baggage. Any passenger whose property causes damage to

another passenger's Baggage or to the property of the Carrier will compensate the Carrier for all losses and expenses it incurs as a result.

- (7) When the Carrier has exercised reasonable care and attention to the handling and treatment of perishable items or fragile articles, or the contents of any Baggage are not securely packed, the Carrier shall not be liable for spoilage resulting from any delay in delivery of any perishable items, nor for the damage to, or damage caused by, any articles which are unsuitably packed.

(C) Service Dogs

- (1) In the event of injury to or loss of a Service Dog resulting from the Carrier's actions, the Carrier will respond in accordance with applicable law and the terms of this Tariff.

(D) Additional Limitations of Liability

- (1) The Carrier is not liable for any damages directly and solely arising out of its compliance with any laws, government regulations, orders, or requirements or from the failure of the passenger to comply with same or out of any cause beyond the Carrier's control.
- (2) Confirmation of a Reservation does not fully guarantee transportation, and the passenger agrees and acknowledges that air travel is commonly interrupted by various external and operational factors as well as third-party interference. The Carrier shall in no event be liable for direct, indirect, special, or consequential damages resulting from the performance, or delay in performance of, or failure to perform, transportation of Customer and/or passenger and other services whether or not the Carrier has knowledge that such damages might be incurred.
- (3) Any exclusion or limitation of liability of the Carrier under this Tariff or under the passenger's Reservation will apply to agents, servants or representatives of the Carrier who were performing services in furtherance of the Contract of Carriage and also to any person whose aircraft is used by the Carrier and its agents, servants or representatives who are performing services in furtherance of the Contract of Carriage.

(E) Time Limitations on Claims and Actions

- (1) Subject to applicable laws, an action for damages must be brought within two years from the date of the incident.
- (2) A complaint to the Carrier must be made in writing to the Carrier within seven 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.

(F) **Overriding Law**

If any provision contained or referred to in the Contract of Carriage 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 Contract of Carriage and the remaining provisions shall continue to be of full force and effect.

(G) **Modification and Waiver Provisions of the Contract of Carriage**

No agent, servant or representative of the Carrier has the authority to alter, modify, or waive any provision of the Contract of Carriage.