

Tariff: F81

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Carrier: Flair Airlines LTD. F8

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Title Page

Airline Tariff Publishing Company, Agent
International Passenger Rules and Fares

Tariff No. F81

Containing
Local Rules, Fares & Charges
on behalf of

Flair Airlines LTD.

applicable to the
Transportation of Passengers and Baggage
between points in
US and points
in Canada, and between points in US/Canada
and points in Area 1.

For list of participating carriers, see IPGT-1, DOT No. 581, CTA No.

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

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

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Rule1: Definitions

Agency means the Canadian Transportation Agency.

APPR means the Air Passenger Protection Regulations SOR/2019-150, under the Canada Transportation Act (Canada), as amended from time to time.

Area 1 means all of the North and South American continents and the islands adjacent thereto; Greenland, Bermuda, the West Indies and the islands of the Caribbean Sea, the Hawaiian Islands (including Midway and Palmyra).

Assistive device means any medical device, mobility aid, communication aid or other aid that is specially designed to assist a Person with a Disability with a need related to their disability.

ATPDR means the Accessible Transportation for Persons with Disabilities Regulations SOR/2019-244, as amended from time to time.

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.

Baggage identification tag means a document issued by the Carrier solely for identification of checked baggage, part of which is given to the passenger as a receipt for the passenger's checked baggage and the remaining part is attached by the Carrier onto a particular piece of the passenger's checked baggage.

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 point where the passenger's flight coupons are lifted and kept by the Carrier or the point where the Carrier 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 and serves as a record that the passenger has checked in for their flight and, when it shows a seat assignment, it permits a passenger to board a particular flight.

Boarding time deadline is the time limit specified by the Carrier by which the passenger must be present at the designated boarding area of their flight.

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

Carrier or "Flair" means Flair Airlines Ltd., carrying on business as Flair, having its head office at #6543, 1000 Airport Rd, Edmonton International Airport, Edmonton, AB T9E 0V3; licensed to provide Scheduled International Air Services as provided for in the Canada Transportation Act.

Checked Bag and Checked baggage means baggage of which the Carrier takes sole custody and for which the Carrier issues a baggage identification tag.

Check-in deadline is the time limit specified by the Carrier by which the passenger must have completed check-in formalities and received a boarding pass.

Child or Children means, as the context requires, a person who has not reached their eighteenth (18th) birthday on the date that travel commences.

Circle trip means any trip conducted in a continuous and circuitous route where the point of origin is also the ultimate destination but is not a round trip because it involves more than one stopover.

Claim means submitting a written claim to the Carrier seeking compensation due to destruction, damage, loss or delay of Baggage.

Code-share refers to a marketing agreement in which two or more airlines (i.e., marketing carrier(s)) sell seats using their own airline code on a flight that one of them operates (i.e., the operating carrier).

Commercial agreement means an agreement to sell tickets on another carrier's flight, or each other's flights (like a Code-share, or a block space agreement).

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. Note: For roundtrip international transportation that originates and ends in Canada, the Montreal Convention will apply to the passenger's journey.

Conjunction ticket means a ticket issued to a passenger concurrently with another ticket(s) which together constitute a single contract of carriage.

Curbside zone means an area that is located outside of a terminal where passengers are picked up or dropped off and that is owned, operated, leased or otherwise controlled by the terminal operator.

Denial of boarding occurs when 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.

Destination is a deliberate break of a journey initiated by the passenger and agreed to in advance by the Carrier at a point after the place of departure but before the ultimate destination has been reached. The deliberate break must be for a purpose other than changing aircraft. Transportation to a destination may involve multiple flight segments on a single ticket/itinerary.

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.

Dispute means any dispute related to a fare, rate, charge or term or condition of carriage applicable to the air service offered by the Carrier.

Domestic transportation means air transportation between points in Canada, from and to the same point in Canada or between points in Canada and a point outside Canada that is not in the territory of another country.

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.

European Union (EU) means any one of the sovereign nation states that have acceded to the EU. In accordance with Article 299(2) of the Treaty Establishing the EU, this Tariff also applies to overseas departments, namely Guadeloupe, French Guyana, Martinique, Reunion Island, the Azores, Madeira and the Canary Islands.

"Firearms" shall include firearms of any description, parts of firearms and ammunition.

Flight coupon means that portion of the ticket which is either held electronically in the Carrier's database or on paper when a paper ticket is issued to a passenger. It indicates the particular points between which the passenger is entitled to transportation.

Force Majeure means any unforeseeable circumstances beyond the Carrier's control, the consequences of which could not have been avoided even if all due care had been exercised including, but without limitation, meteorological and geological conditions, acts of God, pandemics, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, unsettled international conditions, shortage of fuel or facilities, or labour disputes, either actual, threatened or reported.

Gratuitous carriage means air transportation of passengers, goods or animals for no reward.

Immediate family means spouse, parents and grandparents, children and grandchildren, brothers and sisters, mother-in-law and father-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law. Adopted and step members are also included in immediate family.

Infant means a person who has not reached their second (2nd) birthday on the date that travel commences.

International transportation means air transportation between Canada and a point in the territory of another country.

Involuntary refunds means any refund made in the event the passenger is prevented from using all or a portion of their ticket in situations set out in Rule 91, Delay or cancellation - within the Carrier's control and within the Carrier's control but required for safety purposes, Rule 95, Denial of Boarding - Outside the Carrier's control, Rule 96, Denial of boarding - within the Carrier's control and within the Carrier's control but required for safety purposes, or Rule 105, Refusal to Transport Definition.

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

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.

Normal fare means the highest priced fare established for a first, business or economy class service during the period of applicability.

Origin means the initial starting place of the journey as shown on the ticket.

passenger means 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 means a 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.

Pet means a domestic dog or cat but excludes a Service Dog.

Refusal to transport means, despite a passenger holding a valid ticket/itinerary, the Carrier will not carry or, if necessary, remove the passenger at any point for reasons found in Rule 105, Refusal to Transport.

Report means submitting a written report to the Carrier, where a passenger notifies Carrier of any destruction, damage, loss or delay of Baggage. A Report does not constitute a Claim.

Required for safety purposes means required by law in order to reduce risk to passenger safety and includes required by safety decisions made within the authority of the pilot of the aircraft or any decision made in accordance with a safety management system as defined in subsection 101.01(1) of the Canadian Aviation Regulations but does not include scheduled maintenance in compliance with legal requirements.

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

Routing establishes the possible points via which travel may 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:

- I. war or political instability;
- II. illegal acts or sabotage;
- III. meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;
- IV. instructions from air traffic control;
- V. a NOTAM, (Notice to Airmen) as defined in subsection 101.01(1) of the Canadian Aviation Regulations;
- VI. a security threat;
- VII. airport operation issues;
- VIII. a medical emergency;

- IX. a collision with wildlife;
- X. a labour disruption within the Carrier or within an essential service provider such as an airport or an air navigation service provider;
- XI. 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;
- XII. an event of Force Majeure,
- XIII. 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; and
- XIV. an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

Special drawing rights (SDR) is a unit of account of the International Monetary Fund.

Special fare means any fare other than a normal fare.

Stopover is, for the purposes of fare construction and establishing the applicable fare or fares which apply to a passenger's itinerary, a deliberate break of a journey initiated by the passenger and agreed to in advance by the Carrier at a point between the place of departure and the place of ultimate destination. The deliberate break in the journey must be for a purpose other than changing aircraft and might result in a calculation of additional charges as set out in the corresponding fare rules.

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, orientation and communication; or for physical assistance in an emergency, including in the case of an evacuation or decompression.

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

Tarmac delay occurs when a flight is delayed on the tarmac after the doors of the aircraft are closed for takeoff or after the flight has landed.

Ticket means either a paper or electronic document issued by or on behalf of the Carrier which includes the passenger's flight coupons. The ticket serves as evidence of payment of air fare and constitutes for the passenger proof of their contract of carriage. In instances where a ticket exists as an electronic document, the Carrier issues to the passenger, as proof of purchase, an itinerary/receipt.

Traffic means any persons or goods that are transported by air.

Transfer point means any point at which the passenger transfers between aircraft.

Travel credit means a monetary credit that has been issued to the passenger, based on purchased but not used fares and additional services or as compensation provided by the Carrier pursuant to APPR requirements. The credit may be used as payment towards future travel and it cannot expire.

Ultimate destination is the ultimate stopping place according to the Tariff/contract of carriage as shown on the ticket/itinerary. In round trip itineraries, the ultimate destination and the origin are the same.

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

United States of America or United States or U.S.A. means the area comprising the 48 contiguous Federated States, The Federal District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, Midway and Wake Islands.

Voluntary refunds means a refund of an unused or partially used ticket or an unused electronic miscellaneous document for reasons other than those mentioned under the definition of an involuntary refund.

Voucher means a monetary credit provided either in paper or electronic format to a passenger that may be used toward future travel services or the provision of incidental services such as meals, ground transportation, and hotel accommodation, as indicated.

Rule2: Standard Format of Electronic Rules

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

Eligibility (Category 1)

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Day/Time (Category 2)

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Seasonality (Category 3)

Unless otherwise specified in the governing fare rule, the following general rules will apply:

- (1) Fares with no seasonal designation shall apply all year.
- (2) Published One Way (OW) seasonal fares:
the date of the first international/transoceanic flight of each fare sector will determine the seasonal fare to be applied to such sector.
- (3) Published Round Trip (RT) seasonal fares:
the date of the first international/transoceanic flight will determine the seasonal fare level to be applied to the entire journey.
- (4) Midweek/weekend application
the day of departure on the transoceanic sector in each direction determines the respective midweek and weekend application.

Flight Application (Category 4)

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Advance Reservations/Ticketing (Category 5)

- (1) Reservations
 - (A) If no specific provisions are included in the specific fare rule, then reservations may be made at any time prior to the departure of a desired flight, subject to availability of space.

- (B) Unless otherwise specified in the specific fare rule, any advance reservation requirement applies to reservations for the entire journey.
 - (C) Unless otherwise stated in the specific fare rule, any advance reservation requirements stated in this category refers to the number of days prior to the date of commencement of travel (from the point of origin) that reservations must be confirmed. The actual date of departure may not be included in counting the advance reservation requirement. When an advance reservation requirement is stated in months, reservations must be confirmed no later than the same (numerically-designated) day of the month when the reservation deadline occurs. When there is no similar, numerically-designated day in the month in which the deadline occurs, the last day of the month will be considered as the deadline.
 - (D) If a fare has an advance reservation requirement, the waitlist segments may not be retained beyond the reservation deadline.
- (2) Payment and Ticketing
- (A) If no specific provisions are included in the specific fare rule, then payment and ticketing may be completed any time prior to departure from the point of origin; furthermore, such fare may be retroactively applied in the calculation of refunds (see category 16). If, however, the fare rule specifically states "prior to departure" then payment and ticketing must occur prior to departure and must follow any other ticketing guidelines specified, but retroactive application for refund calculations shall not be permitted.
 - (B) Booking and Confirmation:

Any bookings, cancellation or changes to a booking or purchase of an optional ancillary product requested by a passenger to be performed via contacting the Flair Contact Centre the passenger shall pay a non-refundable fee of \$35 per passenger, per reservation.

Minimum Stay (Category 6)

- (1) Where a rule states that there is no minimum stay requirement, then return travel may begin at any time prior to the maximum stay limit.
- (2) Minimum stay is measured by counting from the day after commencement of outbound international/transoceanic travel to the earliest day return international/transoceanic travel is permitted. When a minimum stay is stated in months, return travel will not be permitted prior to the same (numerically-designated) day of the month when minimum stay requirements are met. When there is no similar, numerically-designated day in the month in which minimum stay requirements are met, the

last day of the month will be considered as the end of the minimum stay requirement. When specified in a fare rule that the minimum stay is required in or at a specific Area, country or city, the minimum stay requirement is counted from the day after the day of arrival at the specified Area, country or city to the earliest day that return travel may commence.

Maximum Stay (Category 7)

- (1) Where a rule states that there is no maximum stay limitation, travel will be permitted within the normal validity of the ticket, which is one year from the date travel commences from the point of origin, or for open tickets, one year from the date of issue.
- (2) Maximum stay is measured by counting from the day after departure from the point of origin to the last day travel may commence from the last stopover point (including the point of turnaround if no other stopovers are made). When a maximum stay is stated in months, return travel must commence by the same (numerically-designated) day of the month when maximum stay limitations expire. When there is no similar, numerically-designated day in the month in which maximum stay limitations expire, the last day of the month will be considered as the end of the maximum stay limitation.

Stopovers (Category 8)

- (1) Unless otherwise stated in a specific fare rule, stopovers, as defined below, will be permitted in accordance with Rule 45 (stopovers) as shown in this tariff.
- (2) A stopover will occur when a passenger arrives at an intermediate point from which the passenger is not scheduled to depart on the date of arrival. If there is no connecting departure scheduled on the date of arrival, departure on the next day, within 4 hours of arrival, shall not constitute a stopover.

Transfers (Category 9)

- (1) Unless otherwise stated in a specific fare rule, unlimited transfers are permitted.
- (2) If there are limitations on the number of stopovers and transfers, each stopover utilizes one of the transfers permitted.

Permitted Combinations (Category 10)

Each fare shall be specified as one or more of the following types of journeys:

- (1) One way (OW): A fare designated as OW applies to one way transportation. Unless otherwise stated in the specific fare rule, this fare may only be used in combination with other fares as a component of a one way journey.

- (2) Round Trip (RT)/Circle Trip (CT):
 - (A) In the case of published one way fares, the fare for RT/CT transportation will be the sum of the applicable fares for each sector of the journey.
 - (B) In the case of published round trip fares, the fare for RT/CT transportation will be the applicable published fare when travel is via the same international carrier in both directions and via the routing/mileage provisions specified for the fare. If travel is not via the same international carrier in both directions, or if travel does not adhere to the routings/mileage provisions specified for the fare, 50 percent of a RT fare may be combined with 50 percent of another applicable RT fare; provided such combination is permitted in this category.
- (3) Single Open Jaw (SOJ)/Open Jaw (OJ):
 - (A) In the case of published one way fares, the Fare for SOJ/OJ transportation will be the sum of the applicable fares for each sector of the journey.
 - (B) In the case of published round trip fares, the fare for SOJ/OJ transportation will be 50 percent of the applicable round trip fare for each sector of the journey; provided such combination is permitted in this category. The open jaw portion(s) of a journey will be considered to be a single point in determining the minimum and maximum stay requirements, stopover conditions, etc.
- (4) Any fare may be combined, end-on-end, with any other fare that permits such combination; provided all conditions of each fare are met. Travel must be via the fare combination point(s).
- (5) Any fare may be combined with the applicable arbitraries.
- (6) Unless otherwise restricted in the specific fare rule, 50 percent of a RT fare published in this tariff may be combined with 50 percent of another RT fare governed by the same rule published in this tariff.
- (7) Unless otherwise stated in the specific fare rule, 50 percent of a RT fare published in this tariff may not be combined with:
 - (A) 50 percent of a similar fare published in the same global direction published in this tariff.
 - (B) 50 percent of a similar fare published in the same global direction by another carrier in another tariff.
 - (C) 100 percent of a OW fare to construct a round trip or circle trip journey.

- (8) When a specific fare rule permits combination of 50 percent of a RT fare with 50 percent of another fare in the same tariff or another tariff, and the governing provisions of the rules differ, the following provisions will apply unless otherwise stated in the applicable fare rules:

(A) Period of validity

(i) Seasonality

When 50 percent of a RT fare is combined with another fare and seasonality applications vary, the date of the first international or transoceanic flight on the outbound portion of the journey will be applied to the seasonality specifications of each fare component to determine the seasonal fare to be applied to such sectors.

(ii) Day of week

The day of week application of each fare shall apply to the appropriate sector over which the fare is assessed.

(B) Surcharges

The surcharge provisions of each fare shall apply to the appropriate sector over which the fare is assessed.

(C) Length of stay

(i) The longer minimum stay requirement will apply to the entire journey.

(ii) The shorter maximum stay requirement will apply to the entire journey.

(D) Stopovers

The stopover restrictions of each fare shall apply to the appropriate sector over which the fare is assessed; provided that the passenger will not receive more than the maximum allowable number of stops in the most restrictive rule.

(E) Discounts

The discount which results in the highest fare shall apply to the entire journey.

(F) Tour requirements

Tour features may be sold in conjunction with combined fares provided both fares are combinable with inclusive tour packages. When specific tour features are required, the largest amount of tour features shall apply to the entire journey. When minimum tour prices are specified,

the largest minimum tour price shall apply to the entire journey.

(G) Group requirements

- (i) The larger minimum group size of the two fares shall apply to the entire journey.
- (ii) The group travel requirements of each fare shall apply to the appropriate sector over which the fare is assessed.
- (iii) Group Booking Fees
A Group Booking Fee of \$15 per person will be charged for bookings of 10 passengers or more booked through the Group Desk. All fees are subject to all applicable government taxes.

(H) Reservations and Ticketing

- (i) The longer advance reservation requirement will apply to the entire journey.
- (ii) The longer advance payment/ticketing requirement will apply to the entire journey.
- (iii) Any rule provision requiring simultaneous payment and ticketing shall apply in addition to the longer advance payment/ticketing deadline.
- (iv) If there is a deposit required in conjunction with advance reservations, the largest requirement will apply to the entire journey.

(I) Routing/Rerouting

- (i) The routing conditions of each fare shall apply to the appropriate sector over which the fare is assessed.
- (ii) The most restrictive voluntary rerouting provisions will apply to the entire journey.
- (iii) The involuntary rerouting provisions of each fare shall apply to the appropriate sector over which the fare is assessed.

(J) Cancellation and Refunds

The largest cancellation penalty that is applicable during any given time period will apply to the entire journey.

(i) Change Fees

All fees are subject to all applicable government taxes.

All change fees are published on the Carrier's website for ease of reference for passengers.

(ii) Cancellation Fees

All fees are subject to all applicable government taxes.

All cancellation fees are published on the Carrier's website for ease of reference for passengers.

(iii) Name Correction Fees

All correction fees are subject to all Applicable government taxes.

All name correction fees are published on the Carrier's website for ease of reference for passengers.

Blackout Dates (Category 11)

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Surcharges (Category 12)

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Accompanied Travel (Category 13)

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Travel Restrictions (Category 14)

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Sales Restrictions (Category 15)

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Penalties (Category 16)

(1) Routing

Unless further restricted in the specific fare rule, travel must be via the routing and/or mileage provisions that are specified for the fare. If there is more than one routing at the same fare, the passenger may specify the routing prior to issuance of the ticket. If any portion of the ticket is left on an "open" basis, the passenger may specify any of the optional routings, otherwise the Carrier will determine the routing.

(2) Rerouting

Rerouting will require a ticket to be either revalidated (change to the flight number and/or travel date) or reissued (change to the destination, connection or stopover point(s)).

(a) Voluntary rerouting

As used herein, "voluntary rerouting" shall refer to any changes in reservations of confirmed flights requested by a passenger.

Unless otherwise stated in a specific fare rule, the following conditions will apply:

- (i) If there are no specific restrictions on rerouting in the specific fare rule, then voluntary rerouting shall be permitted as outlined in rule 50(a) (Routings). The revised routing must confirm to the provisions of the original fare or the revised itinerary (as outlined in rule 50 (Routings) of this tariff).
- (ii) In the case of fares which have advance reservations restrictions, voluntary rerouting will be permitted, without penalty, prior to the advance ticketing deadline. Where a restriction is placed on voluntary rerouting, such restriction will apply only after the ticketing deadline has passed.
- (iii) If there is a penalty for rerouting, reservations for the revised itinerary will only be confirmed prior to the advance ticketing deadline.
- (iv) if voluntary rerouting is not permitted in the specific fare rule, the cancellation provisions (outlined in category 16 of the specific fare rule) shall apply whenever a passenger voluntarily CHANGES CONFIRMED RESERVATIONS.

(b) Involuntary rerouting

Normal involuntary rerouting procedures (see rule 50 Routings) shall apply unless specifically stated in the applicable fare rule.

(3) Cancellation prior to commencement of travel

- (a) Unless otherwise amended by specific provisions in the applicable fare rule, the provisions of rule (125) (refunds), in this tariff, shall apply.
- (b) Unless otherwise stated in the specific fare rule, in the case of fares which have advance payment/ticketing requirements, the specified cancellation penalty will apply only after the advance payment/ticketing deadline has passed.
- (c) If a passenger fails to use the confirmed flights indicated on the ticket, all flight coupons remaining in the ticket will become void for further transportation at the ticketed fare. The applicable cancellation penalty will be applied before any refund will be processed.

(4) Cancellation after commencement of travel

- (a) Unless otherwise amended by specific provisions in the applicable fare rule, the provisions of rule 125 (refunds), shall apply.
- (b) When a fare has a specified cancellation penalty and a passenger fails to use the confirmed flight(s) indicated on the ticket, all flight coupons still remaining in the ticket will become void for further transportation at the ticketed fare. The original fare paid by the passenger will be applied toward the purchase of any fare(s) that may be retroactively applied to the sector(s) flown by the passenger. The cancellation penalty will be deducted from any refundable amount.

(5) At any time

Cancellation penalties may be applied toward the purchase of a higher F8 fare governed by a different rule from that originally ticketed; providing that any ticket(s) issued for revised itineraries are annotated "non-ref (amount of cancellation penalty)".

Higher Intermediate Point (Category 17)

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Ticket Endorsements (Category 18)

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Children's Discounts (Category 19)

Unless otherwise stated in a specific fare rule, provisions of Rule 60 (Acceptance of Children for Travel) and Rule 65 (Unaccompanied Children), as shown in this Tariff, as well as the following conditions will apply.

(1) Infants' fares:

An Infant under 2 years of age (on the date of commencement of travel from the point of origin) will be charged the amount specified in the fare rule.

An Infant having turned 2 during travel must purchase a seat for the portion of the trip where he/she is two years of age or older (for example, for the inbound portion of the itinerary).

Where the specific fare rule allows for free Infant transportation, either for the entire journey or a portion of the journey, a ticket/coupon must be issued for the entire journey, including the free transportation.

Tour Conductor Discounts (Category 20)

Intentionally left blank

Agent Discounts (Category 21)

Intentionally left blank

All Other Discounts (Category 22)

Intentionally left blank

Miscellaneous provisions (Category 23)

Intentionally left blank

(Category 24)

currently not available

(Category 25)

currently not available

Groups (Category 26)

(1) Group size

A minimum group size refers to the minimum number of adult fare paying passengers. In order to determine the minimum group size, two children, each paying at least 50 percent of the applicable adult fare, will be counted as one adult fare paying passenger.

(2) Group travel requirements

(3) When a group is required to travel together on the same flight(s), this requirement will apply unless the operating conditions make it impossible for the entire group to travel together, in which case, some members of the group may travel on preceding or succeeding flight(s) on which space is available.

Tours (Category 27)

(1) Any fare may be sold in conjunction with inclusive tour packages. However, not all fares will permit a sales agent to claim additional commission for selling the tour package. Unless the specific fare rule prohibits combination with inclusive tour packages, the additional commission may be obtained.

(2) Unless otherwise stated in the specific fare rule, all inclusive tour packages must provide sleeping accommodations for the minimum stay period of the fare less one day (e.g. if the minimum stay of a given fare is 7 days, then 6 nights sleeping accommodations must be included in the tour package).

(3) A minimum tour price may also be specified in the specific fare rule. Any minimum tour price specified in the fare rule shall refer to the cost of tour features only. The actual advertising price of the tour may not be lower than the applicable air fare plus the cost of the tour features. If a tour operator allows a discount on tour features for Infants and children, the minimum tour price for Infants and children may be reduced accordingly.

(4) When an air fare may be used only in conjunction with an inclusive tour package, passengers will be required to provide documentation at the time of check-in for a flight to verify participation in an inclusive tour program.

Visit Another Country (Category 28)

Intentionally left blank

Deposits (Category 29)

Rule 2: Standard Format of Electronic Rules

Intentionally left blank

Rule5: Application of Tariff

(A) General

- (1) Flair is considered a large Carrier under the Air Passenger Protection Regulations (APPR). This Tariff is subject to the requirements of the APPR and the Convention.

Except as otherwise provided for expressly under this Tariff, any additional passenger protections and compensation shall be limited to amounts which are objectively commercially reasonable and commensurate with the level of service contracted for by said passengers.

All rates and charges published in this Tariff are stated in the lawful currency of Canada, except where such purchases are made in or are required to be in the currency of another country or state. Purchases made on board the Carrier's aircraft may not be paid for with cash. Based on the location of fee payment, conversion to Canadian dollars or to the local currency may occur on the basis of local banker's rates of exchange (for the purchase of such foreign currency), as calculated on the date of the transaction. As such conversion rates may vary.

Except as otherwise provided for herein, Carrier may take all reasonable actions whatsoever, within Carrier's sole and absolute discretion, that may be required from time to time.

- (2) This Tariff shall apply to carriage of passengers and their accompanying baggage, and to scheduled services on aircraft operated by Flair.
- (3) With the exception of code-share agreements, when the Carrier issues a ticket, baggage check, or makes any other arrangements for transportation over the services of, and in the name of, any other Carrier (whether or not such transportation is part of a through service), the Carrier acts only as agent for such other Carrier and the Tariff of that other Carrier will apply.
- (4) Air transportation will be subject to the rules, rates, fares and charges published or referred to in this Tariff, in effect on the date of the ticket issuance.
- (5) Unless the fare rule governing a specific fare basis code applicable to the transportation purchased by the passenger states otherwise, the general rules contained in this Tariff will apply.
- (6) The contents of this Tariff constitute the contract between the Carrier and the passenger. Should there be a conflict

between this Tariff and any other document issued or posted by the Carrier, this Tariff will prevail. The Carrier's rules, regulations and conditions of carriage as found in this Tariff are subject to change without notice only when required by applicable laws, government regulations, orders and requirements.

- (7) The laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to any conflict-of-law provisions, govern this Tariff. To the extent permitted by law, any dispute or matter arising from, connected with, or relating to this Tariff, or any related matters, must be resolved before the courts of the Province of Alberta sitting in the city of Calgary, and the parties and each of them hereby irrevocably and unconditionally submit to the original and exclusive jurisdiction of such courts in respect of any such dispute or matter, waive any objection to the venue of any dispute or matter resolution in such courts, and waive and agree not to plead or claim in any such court that any such dispute or matter has been brought in an inconvenient forum.

(B) Liability under the applicable Tariff

- (1) For international transportation, in the case of damages due to death or bodily injury, passenger delay and lost, damaged, and delayed baggage, the Carrier will be subject to the rules relating to liability established by, and to all other provisions of either the Warsaw Convention or the Montreal Convention. The Carrier may stipulate that the limits of liability contained in this Tariff are higher than those provided for within the applicable Convention or that there are no limits of liability whatsoever. In all other instances, Tariff rules which are inconsistent with any provision of the applicable Convention will, to that extent, be inapplicable to international transportation (see Rule 121, Liability - international transportation).
- (2) Carrier liability under the APPR:
 - (a) The Carrier operating a flight is liable to passengers with respect to the obligations set out in sections 7 to 22 and 24 of the APPR, or, if they are more favourable to those passengers, the obligations on the same matter that are set out in the applicable Tariff.
 - (b) However, if one Carrier carries passengers on behalf of another Carrier under a commercial agreement, the Carriers are jointly and severally, or solidarily, liable to those passengers with respect to the obligations set out in sections 7, 22 and 24 of the APPR, or, if they are more favourable to those passengers, the obligations on the same matter that are set out in the applicable Tariff.

(C) overriding law / severability

- (1) If any provision contained or referred to in the ticket or

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

(D) Gratuitous carriage

- (1) With respect to gratuitous carriage, the Carrier reserves the right to exclude the application of all or any part of this Tariff.

(E) Passenger recourse

- (1) Any compensation offered to passengers is found in this Tariff and is subject to applicable government regulations.
- (2) In the case of Dispute with Flair, passengers should, as the first recourse, try to resolve any Dispute by dealing directly with Flair. Requests to deal with a Dispute must be submitted to Flair in writing. Flair will communicate to the passenger its decision on the Dispute within thirty (30) days after the day on which Flair received the request.
- (3) If the passenger has attempted to resolve a complaint with Flair and is still not satisfied, the passenger may take the matter to either the Canadian Transportation Agency, U.S. Department of Transportation or the appropriate court, as the passenger prefers.

(F) Modification and waiver

- (1) No agent, servant or representative of the Carrier has the authority to alter, modify, or waive any provisions of this Tariff.

(G) Self-identification - large or small carrier

APPR

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

Accessibility for persons with disabilities

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

Rule10: Application of Fares and Charges

(A) General

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

Fares and charges will apply only to air transportation between the points named on the ticket. Ground transfer services, unless otherwise specified in Rule 85: Ground transfer services, will be arranged by the passenger and at their own expense and are not subject to the terms of this Tariff.

(B) Fares in effect

(1) Subject to government requirements and this Tariff:

- (a) Applicable to transportation which originates in Canada or which originates in the United States for travel between Canada and the United States:

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

- (i) The ticket is issued with the confirmed reservations from a point of origin in Canada or the United States at fares and charges applicable on the date of ticket issuance for the date of commencement of travel; and
- (ii) The confirmed ticketed reservations are not changed at the passenger's request. Should the passenger request a change to the ticketed reservations then the passenger will be obliged to pay the difference in the fares or be subject to the more restrictive conditions imposed as a result of the change; and
- (iii) Sale occurs, and the ticket is issued in Canada or the United States.

If, after a ticket has been issued, a decrease in fares and charges applicable to the transportation covered by the ticket becomes effective, no refund in whole or in part of the original fare will be permitted unless otherwise specified in the applicable fare rule associated with the fare.

Applicable to all other transportation not outlined in (1) (a) above:

The applicable fare is the fare in effect on the date of commencement of the carriage as indicated for the first flight segment of a ticket.

If, after a ticket has been issued and before any portion of the ticket has been used, an increase or decrease in the fares or charges applicable to the transportation covered by the tickets becomes effective, the full amount of such increase or decrease will be collected from, or refunded to, the passenger as the case may be.

When the amount is collected is not the applicable fare, the difference shall be paid by the passenger or, as the case may be, refunded by the Carrier, in accordance with this Tariff.

(C) Routing

- (1) Unless otherwise provided in the Carrier's Tariff, fares apply only to their associated routing.

(D) Taxes and charges

Any tax or charge imposed by government or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and will be payable by the passenger, except as otherwise provided in the Carrier's Tariff (see Rule 15: Taxes).

(E) Currency of fares

- (1) All fares and charges are stated in Canadian dollars for travel commencing in Canada.
- (2) All fares and charges are stated in U.S. dollars for travel commencing in the United States.
- (3) All fares and charges, for travel commencing outside Canada or the United States, are stated in Canadian dollars.

Rule11: Personal Data

(A) Use of personal information

The passenger recognizes that personal information must be provided for purposes of making a flight booking for carriage, obtaining ancillary services, facilitating immigration and entry requirements, and to be contacted in relation to the flight booking, if necessary. Passenger also recognizes that this information must be made available to government agencies, other airlines, payment processors and service providers, when needed. For these purposes, the passenger authorizes the Carrier to retain such data and to transmit it to third parties, as needed, in whatever country they may be located, subject to its privacy policy.

To the extent that the passenger fails to provide adequate and/or accurate information to the Carrier, the Carrier is not liable for any damages which result from the passenger not receiving communication from the Carrier, including communications relating to, among other things, Schedule Irregularities.

See Flair's privacy policy on the Carrier's website.

(B) Secure Flight Data

- (1) As a result of the United States Transportation Security Administration's (TSA) secure flight program, Flair requires all passengers flying to, from, via or over the United States, for non-domestic flights, to provide the following secure flight information at time of booking:

- (a) Full name as it appears on the passport (mandatory);
- (b) Date of birth (mandatory);
- (c) Gender (mandatory);
- (d) Redress number (optional, if applicable).
- (e) Allowing name correction and changes for a fee (free depending on letter count).

Failure to provide secure flight information at time of booking may result in the booking being cancelled. No compensation will be given for bookings cancelled as a result of failure to provide secure flight information on time, but cancelled bookings may be refunded subject to applicable fare rule.

Rule15: Taxes

(A) General

- (1) Taxes imposed by governments are payable by the passenger and are in addition to the published or constructed fare.
- (2) At the time of the ticket purchase, the passenger will be advised by the Carrier of all the taxes appearing on the ticket.
- (3) Taxes will be shown separately on the ticket.
- (4) The conditions under which taxes are imposed, collected or refunded are established by the taxing authority (domestic or foreign) and in all cases will be respected. As a result, the Carrier will either collect new or higher amounts or refund all or a portion of the tax paid based on the conditions imposed by the taxing authority.
- (5) Subject to Paragraph (4) above, when a ticket is purchased but not used, not used in sequence of the purchased itinerary, is forfeited or otherwise made void through missed check-in, missed boarding, denied boarding as per (A)(2) of Rule 105: Refusal to transport for prohibited conduct, the taxes will no longer be refundable and are entirely forfeited.

Rule20: Methods of Payment

(A) General

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

(1) Credit card

(i) Flyflair.com

Visa, Mastercard, Visa Debit,
Mastercard Debit

(ii) Contact Centre

Visa, Mastercard,

(iii) Airport

Visa, Mastercard, Visa Debit,
Mastercard Debit

(iv) On board Flair aircraft

Visa, Mastercard, Visa Debit,
Mastercard Debit

(2) Bank debit card, where facilities permit

(3) Flair Travel Credit

(4) Flair Vouchers

The following forms of payment are not accepted:

(1) Cash

(2) Cheques

(3) Bank drafts

(4) MCO (Miscellaneous Change Order)

(B) Voucher Cancellation

The Carrier reserves the right to cancel a voucher in the event it suspects fraud, theft or dishonesty in relation to that voucher or its issuance.

Rule25: Currency of Payment

(A) General

- (1) Currency provisions are subject to government regulations and applicable foreign exchange regulations.
- (2) when travel commences in Canada, payment for tickets will be in Canadian dollars at the Canadian dollar fare, or its equivalent in other currencies converted to Canadian dollars at the local bankers' buying rate of exchange (For the purchase of such foreign currency).
- (3) when travel commences in the United States, payment for tickets will be in U.S. dollars at the U.S. dollar fare, or its equivalent in other currencies converted to U.S. dollars at the local bankers' buying rate of exchange (For the purchase of such foreign currency).
- (4) when travel originates outside Canada/United States applicable to this Tariff, any fare, rate or charge collected under the Air Transportation Contract will be in Canadian dollars at the Canadian dollar amount.

Rule30: Classes of Service

(A) Economy class or class Y

- (1) All Flair passengers are seated in the economy class section will be provided economy class service.
- (2) Economy class services will consist of:

(a) Standard fare

The standard fare includes a randomly assigned seat and one personal item. Optional ancillary fees are applicable for the following:

- a. checked baggage;
- b. carry-on baggage;
- c. seat selection;
- d. food and beverage;
- e. third-party products, ancillaries and privileges;
- f. additional products, services and privileges include but not exclusive to:
 - i. flight changes;
 - ii. flight cancellations;
 - iv. bundled options offering or more of the above;
 - v. group bookings.

Rule40: Reservations

(A) General

- (1) A reservation for space on a specific flight is valid when the availability and allocation of the space is entered into the Carrier's reservation system, a confirmation number/code is obtained from the Carrier which authenticates the reservation, the passenger has paid the appropriate fare, and a ticket has been issued for that space.
- (2) The Carrier will only issue a ticket against a valid reservation. Subject to payment or other satisfactory arrangements and passenger compliance with the check-in time limits set out in paragraph (E) Check-in process and time limits, a ticket will be issued to the passenger by the Carrier or agent of the Carrier indicating that the passenger is holding confirmed space for the flight(s) shown on the ticket. The ticket will only apply between the points named on the ticket and the flight coupons that are presented.
- (3) On any specific flight, the Carrier may limit the number of passengers carried at any specific fare. All fares will not necessarily be available on all flights. The number of seats which the Carrier shall make available on a specific flight will be determined by the Carrier's best judgment as to the anticipated total number of passengers on each flight.
- (4) For provisions related to the assignment of seats on-board an aircraft for all passengers including children:

see Rule 41: Seat assignment for passengers including the seating of children under the age of 14 years.

(B) Cancellation of reservations

- (1) The Carrier may cancel reservations of any passenger:
 - (a) if circumstances require due to situations within a carrier's control as defined in Rule 1: Definitions and applied in Rule 91: Delay or cancellation - within the Carrier's control and within the Carrier's control but required for safety purposes or Rule 96: Denial of boarding - within the Carrier's control and within the Carrier's control but required for safety purposes;
 - (b) if circumstances require due to situations outside a carrier's control as defined in Rule 1: Definitions and applied in Rule 90: Delay or cancellation - outside the Carrier's control or Rule 95: Denial of boarding - outside the Carrier's control;

- (c) if circumstances require due to any situation identified in and applied in Rule 105:
Refusal to transport; or
 - (d) when the passenger has failed to meet check-in or boarding gate requirements set out in paragraph (E) Check-in process and time limits below.
- (2) If the Carrier cancels a passenger's reservation due to Rule 40: Reservations (B)(1)(a) (above), the passenger may be eligible to take advantage of the provisions found in:
 - (a) Rule 91: Delay or cancellation - within the Carrier's control and within the Carrier's control but required for safety purposes or; or
 - (b) Rule 96: Denial of boarding - within the Carrier's control and within the Carrier's control but required for safety purposes.
 - (3) If the Carrier cancels a passenger's reservation due to (B)(1)(b) (above), the passenger may be eligible to take advantage of the provisions found in Rule 90: Delay or cancellation - outside the Carrier's control or Rule 95: Denial of boarding - outside the Carrier's control.
 - (4) If the Carrier cancels a passenger's reservation due to (B)(1)(c) (above), the passengers will be treated in accordance with the provisions of Rule 105: Refusal to transport.
- (C) Passenger's responsibility
- (1) The passenger must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance and the departure process while meeting the time limits detailed in paragraph (E) Check-in process and time limits below. Flights will not be delayed for passengers who have not completed any of these pre- boarding requirements. The Carrier will not be liable for loss or expense due to the passenger's failure to comply with the provision.
 - (2) The passenger should provide the Carrier with their preferred means of communication from among means offered by the Carrier (for example, email address and/or telephone numbers) when the Carrier solicits point of contact information from the passenger in case the Carrier must communicate with the passenger prior to their departure or at any point during the passenger's itinerary. The Carrier has an obligation to communicate information to its passengers as per Rule 97: Communication of information - cancellation, delay, tarmac delay, or denial of boarding.

(D) Failure to occupy seat

- (1) If the passenger does not occupy space which has been reserved by/for them and the Carrier is not notified of the cancellation of such reservation up to and until the scheduled departure of that particular flight, the Carrier or their agent may reassign any pre-reserved seat and/or cancel the reservation of the passenger and all continuing or return reservations held by the passenger, and the Carrier shall not be liable for doing so other than to refund the passenger's ticket in accordance with the applicable fare rule and refunds (see Rule 125: Refunds).

(E) Check-in process and time limits

(1) All passengers should check in online. Passengers who do not check in online must check in at the check-in counter or kiosk prior to the check-in/baggage drop-off deadlines below and will be charged an Airport check-in fee as shown on the Carrier's website.

(2) Check in deadlines

Deadlines	To/From the U.S.	International
Recommended check-in time*	2.5 hours	3 hours
Online check-in deadline (including closure of ancillary purchases such as baggage and seat selection)**	2 hours	2 hours
Airport counter check in and baggage drop-off deadline**	90 minutes	60 minutes
Boarding gate deadline***	20 minutes	20 minutes

*Recommended check-in time: To ensure that the passenger has plenty of time to check in, drop off checked baggage and pass through security, the above table sets out how much in advance of the flight's departure time the passenger should check in.

**Check-in and baggage drop-off deadline: The passenger must have checked in, obtained their boarding pass and checked all baggage at the baggage drop-off counter before the check-in deadline for their flight.

***Boarding gate deadline: The passenger must be available for boarding at the boarding gate by the boarding gate deadline.

If the passenger fails to meet either the check-in/baggage drop off deadline or the boarding gate deadline specified in the above chart, the Carrier may reassign any pre-reserved seat and/or cancel the reservation of the passenger and the Carrier may not be able to transport the passenger's baggage. Should the Carrier decide that the removal of baggage is required due to the passenger's failure to meet the time limits specified in the above chart, the costs associated with such removal and delay shall be collectable from the passenger at the sole and absolute discretion of Carrier. The Carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision.

Rule 41: Seat Assignment for Passengers Including the Seating of Children Under the Age of 14 Years

(A) Applicability

- (1) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or have purchased.

(B) Seat assignment

- (1) If no seat has been pre-selected, Flair will assign seats randomly during check-in, commencing 24 hours before departure.
- (2) Seats are randomly assigned at no additional charge, passengers may still purchase an Advance Seat Selection for an additional fee if available.
- (3) The Carrier does not guarantee the assignment of the passenger's preferred seat on the aircraft or that passengers on the same reservation will be assigned seating in proximity to each other.

Advance seat selection

- (4) Flair offers the option for passengers to select a specific seat at the time of booking or up to 1 hour prior to their flight for a fee. If a passenger is choosing a specific seat, a fee may be assessed based on the conditions of the fare purchased (unless the seat is required to meet a disability related need - see (5) below).

The advance seat selection fee will be charged per passenger and will be applied as set out below:

(a) Applicable fees for travel:

- (i) Seat selection fees are calculated per flight segment (i.e., as identified by a change in Flight Number) for each direction of travel from the Origin to the Destination based on time of purchase. Fees are subject to applicable tax.
- (ii) When seats are selected on multi-segment itineraries or a round trip, the fee will be collected for each Flight Segment.
- (iii) Different seat fees apply for flight distances, please refer to the Flight Distance by Market at flyflair.com
- (iv) Seat selection fees are non-refundable except when the itinerary is cancelled within 24 hours of booking for flights departing more than 7 days from the date of booking or the flight cancellation is within the control of Flair.

- (v) For passenger-initiated changes to flights, the Carrier reserves the right to cancel or change the selected seat(s) on any segment(s) for which fees have been paid. 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) All seat selection fees are subject to all applicable government taxes.
- (c) All seat selection fees are published on the Carrier's website for ease of reference for passengers.
- (d) Seat selection fees will be refunded only if:
 - (i) the Carrier must move the passenger from their pre-paid, pre-selected seat due to an involuntary schedule or airport change or due to safety or operational reasons;
 - (ii) the itinerary is cancelled within 24 hours of booking for flights departing more than 7 days from the date of booking.
 - (iii) limited cancellation situation due to jury duty (See Rule 125(E))

Otherwise, advance seat selection fees are non-refundable and non-transferable.
- (5) Exception: A Person with a Disability who requires a specific seat to meet a disability related need will not be charged a seat selection fee.

For additional obligations on seat assignment for Persons with Disabilities, including persons who need additional adjacent seating, see:

Rule 70(C)(1)(b)-(d), Reservations - information about services and seating assignments.

- (C) Assignment of seats to accompanied children under the age of 14 years
 - (1) In order to facilitate the assignment of a seat to a child who is under the age of 14 years that is in close proximity to an accompanying person (parent, guardian or tutor) in accordance with paragraph (2) Proximity to accompanying person's seat, the Carrier will, at no additional charge and subject to paragraph (3) below:
 - (a) assign a seat before check-in to the child that is in close proximity to the accompanying person; or
 - (b) if the Carrier does not assign seats prior to check-in, in accordance with paragraph (a), the Carrier will:

- (i) advise passengers before check-in that the Carrier will facilitate seat assignment of children in close proximity to an accompanying person at no additional charge at the time of check-in or at the boarding gate;
- (ii) assign seats at the time of check-in, if possible;
- (iii) if it is not possible to assign seats at the time of check-in, the Carrier will, via an announcement at the gate, ask for volunteers to change seats at the time of boarding; or
- (iv) if it is not possible to assign seats at the time of check-in and no passenger has volunteered to change seats at the time of boarding, the Carrier will ask again for volunteers on board the aircraft to change seats before takeoff.
- (v) if all steps have been followed and it is still not possible to arrange seats within the required distance of each other, the affected customer(s) will be consulted and advised that they may choose to: sit farther apart, or decide not to take the flight at all, in which case the Carrier will arrange for accommodation on another flight operated by the Carrier or provide a refund.

(2) Proximity to accompanying person's seat

- (a) The Carrier will facilitate, pursuant to the steps outlined in (C)(1)(b) (above), the assignment of a seat to a child who is under the age of 14 years by offering, at no additional charge:
 - (i) in the case of a child who is 4 years of age or younger, a seat that is adjacent to their accompanying person's seat;
 - (ii) in the case of a child who is 5 to 11 years of age, a seat that is in the same row as their accompanying person's seat, and that is separated from that accompanying person's seat by no more than one seat; and
 - (iii) in the case of a child who is 12 or 13 years of age, a seat that is in a row that is separated from the row of their accompanying person's seat by no more than one row.

- (3) Children who are under 12 years of age are forbidden from occupying exit row seats. Passengers accompanying Children under the age of 14 years are forbidden from booking or occupying exit row seats.

(D) Difference in price

- (1) If the passenger who is assigned seating in accordance with paragraph (B) (above) is seated in a lower class of service than their ticket provides, the Carrier will reimburse the price difference between the classes of service.

- (2) If the passenger who is assigned seating in accordance with paragraph (B) (above) chooses a seat that is in a higher class of service than their tickets provide, the Carrier will request supplementary payment representing the price difference between the classes of service.

Rule45: Stopovers

(A) General

- (1) Stopovers will be permitted under the following conditions:
 - (a) Stopovers must be arranged with the Carrier in advance and specified on the ticket.
 - (b) Specific fare rules may not permit stopovers or limit the number of stopovers allowed or there may be an additional charge for stopovers based on the fare purchased by the passenger. Refer to the Rule applicable to the fare in question for further information.
 - (c) If a portion of a journey is travelled by surface transportation, a stopover will be deemed to have taken place for such transportation.
 - (d) For travel within Canada and between Canada and the U.S.A: A deliberate interruption of a journey for more than 4 hours will constitute a stopover.
 - (e) For travel to/from Canada except within Canada and between Canada and the U.S.A: No stopover will have occurred if the passenger departs the connecting point on the date of arrival or if there is no scheduled connecting departure on the date of arrival, the passenger's departure occurs the next day and within 24 hours of arrival at the connecting point.

Rule50: Routings

(A) Application

- (1) A routing is applicable only to the fares which are specifically associated with it.
- (2) A routing may be travelled via any or all of the cities named in the Carrier's routing diagram, unless otherwise restricted.
- (3) All or part of the applicable routing may result in non-stop travel.

Rule 55: Baggage Acceptance

(A) Applicability

These rules apply to transportation of Baggage on the services of the Carrier. See Rule 55(S) for specific details and dimensional limitations, and all associated fees charged by Carrier. 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) The Carrier will accept for transportation as Baggage, any good that is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip, subject to the allowances and Baggage acceptance conditions in this Rule 55.
- (2) The number of bags permitted, the maximum weight per bag, the maximum dimensions per bag, and all restrictions against carriage are as set forth on the Carrier's website for ease of reference for passengers. Specific allowances or restrictions may also be included in any particular Reservation or purchased Flair fare bundled package.
- (3) 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.
- (4) 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 and may also depend on the particular Reservation or purchased Flair fare bundled package.
- (2) Each passenger is permitted one (1) Checked Bag per flight Itinerary. The Carrier may accept additional Checked Baggage in excess of one (1) Checked Bag per passenger in its sole and absolute discretion and subject to applicable additional Baggage fees as contemplated in this Rule 55(S) below, including any overweight or oversize surcharge fees that may be applicable.
- (3) All Checked Baggage must comply with the size, weight, and dimension limitations set out in Rule 55(S). The maximum linear dimensions of Checked Baggage are calculated by adding together its greatest outside height, width and length (including wheels and handles). Additional fees apply for Checked Baggage exceeding either, or both, of the size ("oversized") and weight ("overweight") restrictions referred to in paragraph (B) above.

NOTE: This provision does not apply to aids for Persons with Disabilities – see Rule 55(L), and sports equipment – see Rule 55(N).

- (4) Once the Carrier or their agent takes possession of the passenger's Checked Baggage, the Carrier or its agent will issue a Baggage Identification Tag for each piece of Checked Baggage. A portion of this tag will be provided to the passenger, and each Checked Bag will be affixed with the corresponding remaining portion of the tag.
- (5) Checked Baggage will be carried on the same aircraft as the passenger unless the Baggage is delayed, or the Carrier decides that it is impractical to carry the Baggage on the same aircraft. In the case of delay, the Carrier will take reasonable steps to inform the passenger on the status of the Baggage and arrange to deliver the Baggage to the passenger unless applicable laws require the presence of the passenger for customs clearance. The Carrier shall not be liable for any delays due to Situations outside the Carrier's control, including but not limited to delays repatriating Baggage which arise either from Force Majeure or the acts of persons not acting as agent for Carrier.

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

- (1) Each passenger is permitted one Carry-on Bag, for the applicable fee, per segment. See Rule 55(S) for size and weight limitations, and fees charged to transport Carry-on Baggage.
- (2) Each passenger is permitted one (1) Personal Item per segment. A "Personal Item" is an item that both:
 - a. has maximum dimensions as stated on the Carrier's website; and
 - b. can safely fit under the seat directly in front of the passenger's seat.

Personal Items can include, but are not limited to: coats or other garments; a diplomatic or consular bag; cameras; purses; backpacks or diaper bags; pillows; receptacles containing human remains; or food items for onboard consumption in disposable packages.

NOTE: This provision does not apply to mobility aids, medical equipment and medication.

- (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, see Rule 55(S).

(E) Packing Baggage

- (1) Passengers are responsible for a duty of care when packing Baggage. Should a passenger elect to pack fragile or semi-fragile items in Baggage, they should ensure that these items not be placed inside pouches or near the exterior wall of the bag. Any damage incurred as a result of the improper packaging

of Baggage 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 which were improperly packaged.

- (2) If a passenger is uncertain whether an object or objects is suitable or will be accepted as Baggage, it is the passenger's sole responsibility to contact the Carrier or their representative for further information as to the acceptance of the goods for transport.

(F) Baggage Identification Tags

- (1) Only the passenger who was given a Baggage Identification Tag when the Carrier took possession of the Baggage is entitled to accept delivery of the Baggage.
- (2) If the passenger claiming the Checked Baggage is unable to produce their portion of the Baggage Identification Tag and identify the Baggage by means of its Baggage Identification Tag, the Carrier or their agent must receive satisfactory proof that the Baggage belongs to the passenger in question before delivering the Baggage to the passenger.
- (3) Acceptance of the Baggage without complaint, within the time limits stipulated in Rule 40(E), by the passenger in possession of the Baggage Identification Tag is evidence that the Carrier delivered the Baggage in good condition and in accordance with this Tariff. Any Claims for damage to Checked Baggage must be made in writing within seven (7) days of receiving the Checked Baggage; failure to do so will result in the forfeiture of any claim against Carrier regarding damage sustained to Checked Baggage, and a release of the Carrier for any potential liability related to the Baggage.

(G) 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. The Carrier reserves the right to refuse to carry Baggage declared to be over the value limit specified in Rule 121 and in all circumstances any Claims for damage or destruction to Baggage will be limited to the limits specified in that Rule.

See Rule 121 for the Carrier's limitations of liability.

(H) Items Unacceptable as Baggage

The following items are unacceptable as Baggage and will not be transported by the Carrier:

- (1) Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over;
- (2) Items 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) Items which are likely to endanger the aircraft or persons or property on board the aircraft. These unacceptable items are specified in the ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air and the IATA Dangerous Goods Regulations;
- (4) Live animals (for clarity, excluding Service Dogs which are permitted in accordance with Rules 70 and 75);
- (5) Firearms, see paragraph (O) below.
- (6) weapons such as antique firearms, swords, knives and other similar items (and imitations thereof);
- (7) 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;
- (8) Sporting equipment not packed in a suitable rigid or hard-shell container, including but not limited to golfing equipment, ski and snowboard equipment;
- (9) 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
- (10) Any other items, which in the Carrier's sole and absolute opinion are unsuitable for carriage because of their weight, size or character.

(I) Right to Refuse Carriage of Baggage

- (1) The Carrier will refuse to carry as Checked Baggage any bag that the Carrier or its agent has discovered to contain any unacceptable item mentioned in paragraph (H) above or elsewhere in this Tariff, and when the passenger fails to provide the Carrier or its agent with prior notice that they wish to carry such an item in their Baggage.
- (2) The Carrier or its agent will, at their sole discretion, refuse to carry any Baggage because of its size, shape, weight or character.
- (3) The Carrier will refuse to carry Checked Baggage if it determines that the Baggage has not been properly and securely packed in suitable suitcases or containers.
- (4) 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.

- (5) 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.
- (6) Where a passenger submits Baggage to the Carrier for carriage which is not suitable for carriage under these terms and conditions, and the Carrier accepts the Baggage for carriage, such acceptance by Carrier shall not constitute or be deemed consent by the Carrier to the carriage of such unpermitted item or a waiver of the requirements that the passenger must submit only permissible items for carriage.

NOTE: This provision does not apply to aids for Persons with Disabilities - see paragraph (L) below.

(J) Right of Search

The Carrier or its agent may request the passenger to permit a search to be conducted of their person and Baggage. The Carrier or its agent may search Baggage in the passenger's absence.

The purpose of any search is to ensure aircraft and passenger safety, and to determine whether the passenger is in possession of, or if the Baggage contains, items mentioned in paragraph (H) above. If the passenger refuses to comply with the request for search, the Carrier or its agent may refuse to carry the passenger and/or their Baggage.

(K) Perishable Items

The Carrier or its agent will not accept perishable items as part of the passengers Checked Baggage, and passengers shall not check or attempt to check as Baggage containing perishable items. The 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.

(L) Mobility Aids and Other Assistive Devices

Refer to Rule 70, Carriage of Persons with Disabilities- Large Carrier ATPDR.

(M) Support Items for Infants

When traveling with an Infant, the Carrier permits the guardian passenger to check or gate check two (2) of the following items per Infant as Checked Baggage, free of Baggage charges and regardless of the fare type purchased:

- (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 provide packaging materials to the passenger. If the passenger fails to appropriately package

such items, the Carrier may deny the items. Infant child restraint devices (car seats) may be accepted as Checked Baggage at the counter, or gate checked. 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.

(N) Sporting Equipment

(1) The Carrier will accept sporting equipment as Checked Baggage if:

- a. it is securely packed to avoid damage; and
- b. it meets Checked Baggage size and weight restrictions specified in Rule 55, unless the sporting equipment is Outsized Sporting Equipment specifically listed in paragraph (2) below.

(2) Outsized Equipment may be accepted by the Carrier, for a fee if it is:

- a. securely packed to avoid damage;
- b. it does not exceed the weight and dimension limits published on the Carrier's website; and
- c. the passenger pays the applicable overweight Baggage fee referred to in Rule 55(S).

"Outsized Equipment" only includes:

- a. Bicycles;
- b. Golf clubs;
- c. Skis, snowboards and ski poles;
- d. Hockey and ringette equipment;
- e. Music equipment as detailed on flyflair.com; and
- f. fishing equipment, as more particularly detailed in paragraphs (P) below.

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 per Rule 55(S).

(O) Firearms

Firearms and ammunition, including for hunting and sporting purposes, will not be accepted for carriage.

(P) Fishing Equipment

Includes one fishing rod and one tackle box. Fishing rods must be encased in a hard-shell cylinder fishing rod container. Applicable fees will be applied per Rule 55(S).

(Q) Musical Instruments

Refer to Rule 56: Acceptance of Musical Instruments as Baggage.

(R) Delay, Damage or Loss of Baggage

Instructions for reporting delay, damage or loss of Baggage, and the Carrier's limitations of liability in respect thereof, is published on the Carrier's website for ease of reference for passengers.

(S) Baggage Fees

All baggage fees are published on the Carrier's website for ease of reference for passengers, and may also depend on the particular Reservation including any Flair fare bundled packages.

1. All prices are subject to applicable taxes.
2. Checked Baggage:
 - i. Baggage fees may vary depending on the route.
 - ii. Checked Bags in excess of Carrier's size and weight limits, or which otherwise are refused by Carrier for safety or other reasons will not be accepted by the Carrier, and the passenger must make alternate arrangements for transport. Overweight and oversized Baggage fees apply in addition to the applicable Checked Baggage fee.
 - iii. Overweight Baggage is charged on Checked Baggage at the fees set out on the Carrier's website.
3. Carry-on Baggage:
 - i. Only one "Carry-on Bag" per passenger is permitted. Size and weight restrictions apply.
 - ii. If a "Carry-on Bag" exceeds weight or size limits, the "Carry-on - Upgrade Fee" will apply in addition to the "Carry-on Bag" fee. The Carry-on Bag will then be checked-in at the check-in counter or gate. Subject to size and weight limits.
 - iii. "Carry-on - Gate" fees as stipulated on the Carrier's website apply at the boarding gate if the Carry-on Bag is not prepaid. Subject to size and weight limits.
 - iv. Checked Baggage fees apply to unpaid and oversized Carry-on Baggage.
4. An oversized "Personal Item" is considered as a "Carry-on Bag". Quantity, size and weight limits of "Carry-on Bag" apply.

Rule56: Acceptance of Musical Instruments as Baggage

(A) Applicability

- (1) This Rule applies to all passengers travelling with musical instruments irrespective of the type of fare on which they are travelling or have purchased.
- (2) In case of damage, loss or delay of musical instruments, the limits of liability for baggage as found in Rule 121: Liability of the Carrier for loss, damage to or delay of baggage, passenger delay or death or bodily injury - international transportation in keeping with the applicable Convention will apply.

(B) General conditions of acceptance of musical instruments as baggage

- (1) Small instruments may be brought on as carry-on Baggage provided that they meet the size and weight requirements, and subject to applicable fees. For the avoidance of doubt, musical instruments shall be properly packed, including placement of the instrument inside a hard-sided case suitable for that instrument.
- (2) Musical instruments in the cabin, including the case or covering, cannot exceed the dimensions in line with Flair existing carry-on bag dimensions.
- (3) There will also be a weight limit for the in cabin instrument, provided the traveller is able to lift and stow their own instrument.
- (4) Instruments that are to be brought in the cabin under the aforementioned dimensions, will be charged as the traveller's carry-on bag as long as the traveller has no other carry-on bags. All other baggage will have to be checked (other than a personal item).
- (5) For Musical instruments larger than the in cabin dimensions will be charged as a checked bag and subject to the limits applicable. All musical instruments will be door delivered in order to minimize the chance of damage.
- (6) The purchase of an additional seat or seats is not permitted for musical instruments.
- (7) Musical instruments too large for the cabin may be carried as checked baggage (see paragraph (D) Musical instruments as checked baggage).

- (C) Carrier unable to carry musical instruments in cabin due to substitution of aircraft
 - (1) Should a flight be accomplished using an aircraft differing from the original aircraft scheduled (substitution), the Carrier may deny carriage of musical instruments should the replacement aircraft be unable to accommodate certain instruments, or the policies of a replacement Carrier differ from this Tariff.
- (D) Musical instruments as checked baggage
 - (1) For musical instruments larger than the in cabin dimensions, they will be charged as checked bag if:
 - (a) the sum of the length, width, and height measured in centimetres of the outside linear dimensions of the instrument (including the case) does not exceed the measurements published on the Carrier's website or the applicable size restrictions established for the aircraft; oversize fees will be waived;
 - (b) an overweight fee will be charged if the instrument exceeds the limits published on the Carrier's website;
 - (c) the instrument can be stowed safely and securely in accordance with the Carrier's requirements; and
 - (d) the passenger has paid the applicable checked baggage fee.
 - (2) A passenger has the option of checking suitable musical instruments if all applicable fees are paid.
 - (3) Musical instruments carried as checked baggage will be carried on the same aircraft as the passenger unless the baggage is delayed or the Carrier decides that it is impractical to carry the baggage on the same aircraft. This will also include cases of substitution of aircraft. In case of baggage delay, the Carrier will take necessary steps to inform the passenger of the status of the baggage and arrange to deliver the musical instrument to the passenger as soon as possible unless applicable laws require the presence of the passenger for customs clearance.
 - (4) Delicate musical instruments are not suitable for carriage as checked baggage. Passengers should contact the Carrier or review its web site for more information about which musical instruments are not suitable for carriage.
 - (5) As there is no additional insurance for musical instruments available through the Carrier, it is highly recommended for those passengers transporting musical instruments to obtain additional insurance through an independent source.

(E) Fees

- (1) Musical instruments will be considered as part of the passenger's baggage allowance, carriage of which may be dependent on the fare purchased.
- (2) For applicable fees, refer to the Carrier's website.

Rule60: Acceptance of Children for Travel

(A) General (the term “Children” and “Child” is as defined in the applicable Table below)

- (1) Infants and Children, accompanied in the same cabin by a passenger 18 years of age or older, will be accepted for transportation.
- (2) Persons entrusted with the care of Infants and Children must be capable of discharging this duty.
- (3) Flair does not provide an unaccompanied minor service.

Infants

- (1) Infants under 2 years of age on the date of travel do not require a seat but do require a ticket.
- (2) Only one Infant under the age of 2 years may be held in the lap of an accompanying passenger 18 years of age or older.
- (3) No single passenger shall be responsible for more than one Infant whether the Infant is lap-held by an accompanying passenger or a seat has been purchased for the Infant and the Infant is secured in an approved child restraint system (car seat).
- (4) An Infant under 2 years of age at the time of departure but reaching their second birthday during the continuing/return flight(s) will require a seat and must pay the applicable fare for the continuing/return flight(s).
- (5) Infants under 2 years of age occupying a seat must be properly secured in a Transport Canada or United States Federal Aviation Administration (FAA) approved child restraint device.
- (6) Flair may, without compensation (including in respect of pre-paid reserved seats), relocate any passenger with an Infant where the number of Infants/pets/Service Dogs in that passenger's bank of seats, exceeds the number of oxygen masks available for that bank of seats.

Children

- (1) All Children must be ticketed and assigned a seat.
- (2) Children 16 years of age or older will be able to travel unaccompanied without supervision on non-stop flights between Canada and the USA and will be considered to be an adult for fare purposes.
- (3) For international flights other than between Canada and the USA, children 18 years of age or older will be able to travel unaccompanied without supervision on non-stop flights and will be considered to be an adult for fare purposes.

(B) Acceptance of Infants and children

For travel between Canada and the United States

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, or 16 years or older upon prior notice to the Carrier. 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, but reaching their 2nd birthday on or before the continuing/return flight(s) will require a seat to be purchased for the continuing/return flight(s).
2 to 15 years old	Yes, if accompanied	All Children 2 years of age or older must have a purchased and assigned seat. A Child under the age of 16 must be accompanied by a ticketed passenger of 18 years or older for the entire trip. These passengers are considered to be Children for the purpose of air travel and will pay the applicable price for a seat at the applicable per seat fare price charged by the Carrier. The use of a carrier and government approved child restraint device is optional for Children aged 2 and up.
16 and 17 years of age	Yes, accompanied or unaccompanied	All Children 16 years of age or older may travel unaccompanied without supervision on non-stop

Age	Accepted	Conditions
		flights. These passengers are considered to be adults for the purpose of air travel and will pay the applicable price for a seat at the applicable per seat fare price charged by the Carrier.

For international (excluding USA) transportation to and from Canada

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. 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, but reaching their 2nd birthday on or before the continuing/return flight(s) will require a seat to be purchased for the continuing/return flight(s). Fares for Infants will be 20 percent of the applicable adult fare. An Infant must be held on the lap by an accompanying adult passenger. Discount not applicable to taxes, fees and charges. If it is desired that the Infant secure a seat, a ticket must be purchased for that Infant at the applicable fare. An Infant for whom a seat is purchased must be properly secured in an approved child restraint device and will

Age	Accepted	Conditions
		be assessed the applicable fare.
2 to 17 years old	Yes, if accompanied	All Children 2 years of age or older must have a purchased an assigned seat. A Child must be accompanied by a ticketed passenger of 18 years or older for the entire trip. These passengers are considered to be Children for the purpose of air travel and will pay the applicable price for a seat at the applicable per seat fare price charged by the Carrier. The use of a carrier and government approved child restraint device is optional for Children age 2 and up.

(C) Documentation

All children who are passengers, whether traveling accompanied by a parent, guardian, or tutor or unaccompanied, must be in possession of the required documentation which is applicable to the points which they will be flying to, from and between.

- (1) For travel between Canada and the United States, passengers under 18 years of age require a valid passport or a Nexus card.
- (2) For all international transportation, in addition to the above, the Carrier may require presentation of the following documents when children are travelling by air:
 - (a) Passport;
 - (b) Documents establishing legal custody;
 - (c) Consent letter authorizing travel (e.g. when child is taking a trip alone or with only one parent);
 - (d) Supporting identification, such as a birth certificate or citizenship card;
 - (e) Other legal documents, such as divorce papers, custody court orders or a death certificate (if one parent is deceased);
 - (f) Any other documentation required for entry into or travel via the countries on their itinerary. Passengers should verify with the nearest embassy or consulate of each country to be visited about additional entry

requirements and check for other laws and regulations affecting children.

Rule65: Unaccompanied Minors

Flair does not offer an unaccompanied minor service which provides supervision for children of any age.

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Rule70: Carriage of Persons with Disabilities -Large Carrier ATPDR

(A) Application

- (1) This rule applies to the transportation of persons with disabilities by Flair, which is a Large Carrier ATPDR, on its international transportation services.
- (2) Pursuant to (A)(1) of Rule 5: Application of Tariff, this Rule applies to the transportation of all persons with disabilities on all flights operated by Flair.

(B) Acceptance for carriage

- (1) The Carrier will accept the determination made by or on behalf of a Person with a Disability as to self-reliance, unless 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 solely based on their 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) 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.
- (4) 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 including:
 - (a) the evidence of undue hardship, such as a medical report, an expert opinion, or an engineering report that demonstrates that the risk is significant enough that it would be unreasonable to waive or modify a requirement;
 - (b) any relevant rule, policy, procedure or regulation; and
 - (c) the duration of the refusal and the conditions, if any, under which the Carrier would accept the person for transport.

See also: Rule 105(C): Refusal to transport – removal of passenger and B(1(f)(iv) Medical clearance.

(C) Reservations – information about services and seating assignments

- (1) If a Person with a Disability identifies the nature of their Disability when making a reservation with a carrier, the Carrier will:
 - (a) discuss with the person their needs in relation to their disability and the services offered by the Carrier in relation to those needs;
 - (b) before assigning a passenger seat to a Person with a Disability, inform the person of the passenger seats that are available in the class of service that the person has requested and that have equipment and facilities that best meet the accessibility needs of that person, such as a wheelchair accessible washroom or a passenger seat that has additional leg room, a larger seat pitch or movable armrests;
 - (c) in assigning a passenger seat to a Person with a Disability, take into account the person's opinion with respect to which seats would best meet the accessibility needs of that person, including that person's preference for an aisle or window seat. Persons with a Disability are prohibited from sitting in emergency exit seating; and
 - (d) where a person is travelling with a support person, ensure that the person and the support person are seated together.

The Carrier will advise the person if information and/or documents are required to permit the Carrier to assess any request for service, as per (F)(3) below. If such information and/or documents are required, the Carrier will also advise the person that the information and/or documents must be filed at least two (2) full business days prior to the scheduled departure time of the person's flight, and that the assessment of the request may take up to two (2) business days after receipt of the information and/or documents.

(D) Confirmation of services and communication of information

- (1) The Carrier will indicate in the record of a person's travel reservation the services that the Carrier will provide to the person.
- (2) The Carrier will provide a written confirmation of the services that it will provide to the person.
- (3) The Carrier will ensure that any announcements made to passengers concerning stops, delays, schedule changes, connections, and on-board services and the claiming of baggage is in visual, verbal and/or written format.

(E) Support person or safety assistant

- (1) A support person or safety assistant cannot travel with a child under 8 years of age and a passenger who requires a support person or a safety assistant.
- (2) A support person or safety assistant must travel in the same cabin and must be seated in seating that is adjacent to the passenger requiring a support person or safety assistant.
- (3) A support person or safety assistant accompanying any passenger with a disability or a passenger requiring an extra seat will be assessed with fares, charges and taxes applicable to the seat, however, seat selection fees will not be assessed. For baggage that is not a mobility aid or other assistive device, charges may apply.
- (4) Passengers with disabilities may travel via any fare type offered, subject to the governing rule for the fare type being used.
- (5) Support person name correction fee waived: Flair agrees to change the name of the support person with no charge. It is recommended that the name correction be requested more than 48 hours in advance, and will make reasonable efforts to accommodate change requests made within this delay, provided such change is made at least 24 hours prior to departure.

(F) Services for which no advance notice is required

- (1) The services identified in (3) below will be provided at no additional fare or charge.
- (2) The Carrier will not require a Person with a Disability to file information and/or documents, including medical certificates to support any request for services identified in (3) below.
- (3) Regardless of when a Person with a Disability makes the request for the following services, the Carrier will:
 - (a) Assist the person with checking in at the check-in counter;
 - (b) Assist the person in storing and retrieving their carry-on Baggage and retrieving Checked Baggage;
 - (c) provide, up to the time of departure of the aircraft, to individual persons with disabilities and their support person a briefing on emergency procedures and the layout of the cabin; and
 - (d) provide limited assistance with meals, such as opening packages, identifying items and cutting large food portions; and

(G) Services for which advance notice is required

- (1) The services identified in (3) below will be provided at no additional fare or charge.

Every reasonable effort

- (2) In all instances, the Carrier will make every reasonable effort to provide a service requested by a Person with a Disability even if the person does not comply with any requirement in this section, to provide advance notice or to provide information and/or documents to permit the Carrier to assess the request.

Services - 48 hours advance notice

- (3) Subject to the Carrier's requirement for the Person with a Disability to provide information and/or documents, the Carrier will provide the following services if requested by a Person with a Disability. It is recommended that the Carrier will be notified at least 48 hours prior to the scheduled time of departure of the person's flight. Whether or not a request for a service 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.

Services - information and/or documents required to be filed with the Carrier

- (4) The Carrier may require the person to file any information and/or documents, including a medical certificate, that are reasonably necessary to permit the Carrier to assess the person's request.

(H) Acceptance of Assistive Devices including Mobility Aids

- (1) The Carrier will accept for transportation a Person with a Disability's manual or electric (battery powered) Assistive Devices (including Mobility Aids) free of charge, as Checked Baggage, regardless of the fare type purchased, provided that:
 - (a) the design of the aircraft permits carriage of the Assistive Device ~~The Passenger should call the Carrier's customer service representatives at the telephone number listed in the Carrier's website (www.flyflair.com) to confirm the suitability of a Mobility Aid for travel; and~~
 - (b) in the case of electrical devices, the batteries meet the requirements set out in IATA Dangerous Goods Regulations.
 - (c) ~~the assembling and disassembling of Assistive Devices will be provided by the Carrier.~~

~~Examples of eligible Assistive Devices, including Mobility~~

~~Aids, include:~~

- ~~(i) an electric wheelchair, a scooter or a manually operated rigid frame wheelchair;~~
 - ~~(ii) a manually operated folding wheelchair;~~
 - ~~(iii) a walker, a cane, crutches or braces;~~
 - ~~(iv) any device that assists the person to communicate better; or~~
 - ~~(v) any prosthesis or medical device.~~
- (2) where a mobility aid is accepted for carriage, the Carrier will:
- (a) disassemble and package, where necessary, the aid for transportation and unpackage and reassemble the aid upon arrival;
 - (b) return the aid promptly upon arrival;
 - (c) provide the notice regarding the right to make a special declaration in accordance with Rule 121 (D);
 - (d) if the mobility aid is damaged or lost, immediately provide a suitable temporary replacement without charge;
 - (e) at its discretion, either arrange for the repair and return of the mobility aid, replace the damaged or lost aid with a similar quality of aid; or reimburse the passenger for the cost to replace the aid with a similar quality aid, subject to applicable limitations of liability provided by the Montreal Convention.
- (3) Manual and powered wheelchairs, scooters, walkers, and other mobility aids will be carried on a priority basis, subject to the size and weight limitations published on the Carrier's website.
- Note: Information regarding maximum weight and dimensions of mobility aids that each make and model of Flair aircraft is capable of transporting can be found at <https://flyflair.com/travel-info/special-services/mobility-and-medical-equipment>.
- (4) where a carrier refuses to transport a mobility aid for any of the reasons above, a carrier will:
- (a) inform the person of the reason for refusal at the time of refusal; and
 - (b) advise the person of alternate transportation arrangements that the person may make to transport the aid, or of alternative trips for the person to travel with the aid.
- (5) The Carrier will make every reasonable effort to store a person's manual folding wheelchair in the passenger cabin

during the flight.

- (6) where space permits, the Carrier will permit a Person with a Disability to retain in the person's custody any of the following small assistive devices that the person needs during travel:

- (a) a walker, a cane, crutches or braces;
- (b) any device that assists the person to communicate; and
- (c) any prosthesis or medical device such as a portable oxygen concentrator.

Note: For provisions related to limitations of liability regarding loss of, damage to, or delay in delivering mobility aids, refer to (B)(3) under Rule 121: Liability of the Carrier for loss, damage to or delay of baggage, passenger delay or death or bodily injury - international transportation.

(I) Acceptance of Service Dogs

The Carrier's acceptance of Service Dogs is subject to a maximum of one (1) Service Dog per passenger and a passenger may not travel with a Service Dog and a Pet.

- (1) The Carrier will accept for transportation, without charge, a Service Dog required to assist a Person with a Disability provided that the dog is:
 - (a) properly harnessed; and
 - (b) certified in writing, as being trained by a professional Service Dog institution. Service Dogs that are causing a disruption, including barking, chirping, howling, growling, or other disruptive occurrences, in the Carrier's sole and absolute discretion may be denied carriage.
- (2) These documents must be submitted to the Carrier at least 48 hours prior to departure:
 - (a) U.S. Department of Transportation Service Animal Air Transportation Form for flights to/from the U.S.;
 - (b) U.S. Department of Transportation of Service Animal Relief Attestation Form for flights to/from the U.S. when applicable;
 - (c) The Carrier's medical accommodation form (if applicable); and
 - (d) The Carrier's Service/Emotional Support Dog form;

Flair will make every effort to accommodate requests made within that timeline.

Except for flights to/from the U.S., Flair may require, before departure, an identification card or other document that is issued by an organization or person specializing in Service Dog training that identifies the Person with a Disability and attests that the Service Dog has been

individually trained by the organization or person to perform a task to assist the Person with a Disability with a need related to their disability.

- (3) The Carrier will permit the Service Dog to accompany the Person with a Disability on board the aircraft and to remain on the floor at the person's passenger seat. For the comfort of all passengers, the Carrier staff will determine, in consultation with the Person with a Disability, where the person and Service Dog will be seated.
- (4) The Carrier will assign a seat to the person which provides sufficient space for the person and the Service Dog. Where there is insufficient floor space in the seat row of the person's passenger seat, the Carrier will permit the Service Dog to remain on the floor in an area where the person can still exercise control over the dog.
- (5) The person is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through, in respect to the Service Dog. In particular, the person is responsible for obtaining valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit of any Service Dog that is to accompany the person. Flair will not be responsible in the event the dog is refused entry into or passage through any country, province, state or territory.
- (6) The Carrier may refuse to transport a Service Dog if the Person with a Disability fails to have in their possession documentation at the time of check-in which demonstrates that the dog has all the necessary valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit. For more information see Rule 105, Refusal to Transport.
- (7) When travel involves more than one Carrier, it is the responsibility of the person to verify the policy of each Carrier involved in the itinerary and 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.
- (8) Passenger shall indemnify Flair, its affiliates and related entities, agents and employees of each of the foregoing and hold them harmless from and against any and all claims, actions, suits, expenses, damages, and liabilities of any kind arising from the carriage of a Service Dog, or from non-compliance with any of the above.

Note: For provisions related to limitations of liability regarding Service Dogs, refer to (B)(4) under Rule 121: Liability of the Carrier for loss, damage to or delay of baggage, passenger delay or death or bodily injury - international transportation.

(J) 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.

Rule75: Acceptance of Pets

For terms and conditions related to the transport of a Service Dogs, refer to: paragraph (I) Acceptance of Service Dogs under Rule 70.

Flair does not accept any pet animals at this time.

Rule80: Administrative Formalities - Travel Documents, Customs and Security

(A) General

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

(B) Travel documents

- (1) Prior to travel, the passenger must be prepared to submit for inspection to the Carrier all travel documents required by the countries concerned.
- (2) The Carrier will have the right to make and retain copies of the travel documents presented by the passenger.
- (3) As described in Rule 105, Refusal to transport, the Carrier reserves the right to refuse transportation to any passenger who fails to present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries where travel is intended or whose travel documents do not appear to be in order.
- (4) Carrier applies travel document requirements contained in IATA's Travel Information Manual, available on the IATA Travel Centre website: <https://www.iatatravelcentre.com>.
- (5) Passengers are strongly encouraged to confirm any necessary legal requirements for entry into or travel via the countries on their itinerary prior to their flights and to have proof of their compliance with such regulations, including being in possession of the relevant travel documents, in advance of check-in.
- (6) The Carrier will not provide passengers with information on the travel document requirements, including visa, passport,

and health requirements, for entry into, exit from, or travel via the countries on their itinerary.

(C) Customs and security matters

- (1) Customs and immigration officials of the various countries travelled to and via by the passenger and any dog being transported with the passenger, will have the final decision with respect to entry of passengers, or dogs, and these decisions could be different than those of the Carrier when it accepted the passenger or dog for transportation at the outset of their itinerary.
- (2) If the Carrier is required to pay any fine or penalty or have incurred any expense because the passenger:
 - (a) was refused entry into a country by reason of their failure to comply with the laws, regulations, orders and/or requirements of that country; or
 - (b) has failed to produce required travel documents, the passenger shall reimburse the Carrier on demand, any amount so paid or expenses incurred by the Carrier.
- (3) A passenger found inadmissible either en route or at destination will not be provided a refund by the Carrier on any used sector irrespective of the fare purchased. However, the passenger will be entitled to any residual value remaining on their ticket for any unused sectors. The passenger may choose to have this residual value refunded or applied towards the issuance of another ticket.
- (4) Due to the passenger's inadmissibility into a country of transit or destination, the passenger must pay Carrier the applicable fare to be transported from the country where entry was refused to the original point of origin or to an alternative destination.

Rule85: Ground Transfer Services

(A) General

- (1) This Rule is not applicable to transportation provided by means of bus or train for which the ticket was issued in conjunction with air transportation and where travel on those other modes of transportation are part of the contract of carriage issued by the Carrier.
- (2) The Carrier does not maintain, operate or provide ground transfer services between airports or between airports and city centres.
- (3) Any ground transfer service is performed by independent operators who are not and shall not be deemed to be, agents or servants of the Carrier.

Rule90: Delay or Cancellation - Outside the Carrier's Control

(A) Applicability

- (1) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.
- (2) This Rule applies in respect of a carrier when there is a delay or cancellation due to situations outside the Carrier's control (see paragraph (C) Situations outside the Carrier's control).

(B) General

- (1) The Carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule, however, flight times are not guaranteed.
- (2) Personalized documents, such as a ticket/itinerary issued by the Carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the Carrier and the passenger.
- (3) A delay or cancellation that is directly attributable to an earlier delay or cancellation that is due to situations outside the Carrier's control, is considered to also be due to situations outside that Carrier's control if that Carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
- (4) The passenger who attempts to check-in after the Carrier's check-in deadline or presents themselves at the boarding area after the Carrier's boarding time deadline as specified under Rule 40(E), Check-in time limits, will not receive consideration per Rule 90 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.
- (5) For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay (see (B)(5) under Rule 121: Liability of the Carrier for loss, damage to or delay of baggage, passenger delay or death or bodily injury - international transportation).
- (6) In the case of delay or cancellation at the airport, the Carrier will give priority to assistance to any Person with a Disability.

(C) Situations outside the Carrier's control

- (1) Situations outside the Carrier's control, include, but are not limited to the following:
 - (a) war or political instability;

- (b) illegal acts or sabotage;
 - (c) meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;
 - (d) instructions from air traffic control;
 - (e) a NOTAM, (Notice to Airmen), 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; and
 - (l) an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.
- (D) Communication with passengers - delay or cancellation outside the Carrier's control
- (1) Carrier will communicate with passengers in accordance with the provisions of Rule 97: Communication of information - cancellation, delay, tarmac delay, or denial of boarding.
- (E) Alternate arrangements - delay or cancellation outside the Carrier's control
- (1) Delays and Cancellations
 - i. In the case of a delay of three hours or more;

the Carrier will provide alternate travel arrangements, free of charge, to ensure that passengers complete their itinerary as soon as feasible:

 - (a) a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, is travelling 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 48 hours of the end of the event that caused the denial of boarding,

- (b) if the Carrier cannot provide a confirmed reservation that complies with subparagraph (a) (above), make the following alternate travel arrangements, free of charge:
 - (i) a confirmed reservation for the next available flight that is operated by any carrier and is travelling on any reasonable air route from the airport at which the passenger is located, or another airport that is within a reasonable distance of that airport, to the destination that is indicated on the passenger's original ticket, and
 - (ii) if the new departure is from an airport other than the one at which the passenger is located, transportation to that other airport.
- (c) If the Carrier cannot provide a confirmed reservation in accordance with the above, it must, at the passenger's choice, refund any unused portion of the ticket OR provide a confirmed reservation for the next available flight that is operated by the original Carrier, or a Carrier with which the original carrier has a commercial agreement, and is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket.
- (d) If the Passenger is eligible for a refund due to the Carrier being unable to provide alternate travel arrangements within 48 hours of the departure time indicated on the Passenger's original ticket, the Passenger may choose a refund at any time prior to being provided with a confirmed reservation.
- (e) To the extent possible, the alternate travel arrangements will provide services that are comparable to those of the original ticket. If the alternate travel arrangements provide for a higher class of service than the original ticket, the Carrier will not request supplementary payment to a Passenger who desires such arrangements.
- ii. In the case of a cancellation;
 - (a) The Carrier will provide, free of charge, alternate travel arrangements in the form of a confirmed reservation for the next available flight that is operated by the original Carrier, or a Carrier with which the original Carrier has a commercial agreement and is travelling on any reasonable air route from the same airport to the destination that is indicated on the Passenger's original ticket and departs within 48 hours of the departure time that is indicated on that ticket.
 - (b) If the Carrier cannot provide a confirmed reservation in accordance with the above, it must, at the

passenger's choice, refund any unused portion of the ticket OR make the following alternative travel arrangements, free of charge:

- (i) a confirmed reservation for the next available flight that is operated by any carrier and is travelling on any reasonable air route from the airport at which the passenger is located, or another airport that is within a reasonable distance of that airport, to the destination that is indicated on the passenger's original ticket, and
 - (ii) if the new departure is from an airport other than the one at which the passenger is located, transportation to that other airport.
- c) If the Passenger is eligible for a refund due to the Carrier being unable to provide alternate travel arrangements within 48 hours of the departure time indicated on the Passenger's original ticket, the Passenger may choose a refund at any time prior to being provided with a confirmed reservation.

Comparable services

- (2) To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including the Carrier making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for persons with disabilities.

Higher class of service

- (3) If a higher class of service is booked for the passenger than was originally provided for on the passenger's original ticket, the Carrier will not request supplementary payment from the passenger.

Refund or Return to point of origin

- (4) If the alternate travel arrangements offered above do not accommodate the passenger's travel needs, the Carrier will:
 - (a) In the case where passenger is no longer at the point of origin that is indicated on the ticket and the travel no longer serves a purpose because of the delay or cancellation, provide the passenger with a confirmed reservation on a flight operated by Flair that:
 - (i) is for a flight to that point of origin; and
 - (ii) accommodates the passenger's travel needs; and
 - (b) In any other case, refund the unused portion of the ticket.

- (c) where a refund is required to be provided under this Rule, it will be provided within 30 days of the flight disruption.

Rule 91: Delay or Cancellation - Within the Carrier's Control and Within the Carrier's Control but Required for Safety Purposes

(A) Applicability

- (1) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.
- (2) This Rule applies in respect of a carrier when there is delay or cancellation due to a situation that is within the Carrier's control and within the Carrier's control but required for safety purposes. Rule 91(G) is applicable only if the delay or cancellation is within the Carrier's control and is not required for safety purposes.

(B) General

- (1) The Carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule, however, flight times are not guaranteed.
- (2) Personalized documents, such as a ticket/itinerary issued by the Carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the Carrier and the passenger.
- (3) A delay or cancellation that is directly attributable to an earlier delay or cancellation that is within the Carrier's control but is required for safety purposes, is considered to also be within that Carrier's control but required for safety purposes, if that Carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
- (4) The passenger who attempts to check in after the Carrier's check-in deadline, or presents themselves at the boarding area after the Carrier's boarding time deadline as specified under paragraph Rule(E) Check-in process and time limits under Rule 40, will not receive consideration per Rule 91: Delay or cancellation - within the Carrier's control and within the Carrier's control but required for safety purposes and will have their reservations cancelled as specified under Rule 105.
- (5) For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay (see (B)(5) under Rule 121: Liability of the Carrier for loss, damage to or delay of baggage, passenger delay or death or bodily injury - international transportation).

- (C) Communication with passengers - delay or cancellation - within the Carrier's control and within the Carrier's control but required for safety purposes
 - (1) The Carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information - cancellation, delay, tarmac delay or denial of boarding.
- (D) Alternate arrangements - delay or cancellation - within the Carrier's control and within the Carrier's control but required for safety purposes
 - (1) In case of a delay of three hours or more, if the passenger desires, or a flight cancellation, the Carrier will provide the following alternate travel arrangements free of charge to ensure that each passenger completes their itinerary as soon as feasible:

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- (a) a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, is travelling 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 9 hours of the departure time that is indicated on that original ticket,
- (b) a confirmed reservation for a flight that is operated by any carrier and is travelling 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 48 hours of the departure time that is indicated on that original ticket if the carrier cannot provide a confirmed reservation that complies with subparagraph (c), or
- (c) if the Carrier cannot provide a confirmed reservation that complies with subparagraph (a) or (b) (above),
 - (i) a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from another airport that is within a reasonable distance of the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and
 - (ii) if the new departure is from an airport other than one at which the passenger is located, transportation to that other airport.

Return to point of origin

- (2) If the alternate travel arrangements offered, in accordance with (D)(1) above, do not accommodate the passenger's travel needs, the Carrier will
 - (a) in the case where the passenger is no longer at the point of origin that is indicated on the ticket and the travel no longer serves a purpose because of the delay or cancellation, provide the passenger with a confirmed reservation operated by Flair or on a flight operated by a carrier with which Flair has a commercial agreement, that is for a flight to that point of origin which accommodates the passenger's travel needs; and
 - (b) in any other case, refund the unused portion of the ticket. The amount of the refund will be calculated pursuant to paragraph (B) Involuntary refunds under Rule 125.

Comparable services

- (3) To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including the Carrier making every reasonable effort to maintain accessible seating assignments and any other accessibility- related accommodation for persons with disabilities.

Refund of additional services

- (4) The Carrier will refund the cost of any additional services purchased by a passenger in connection with their original ticket if
 - (a) the passenger did not receive those services on the alternate flight; or
 - (b) the passenger paid for those services a second time.

Higher class of service

- (5) If the alternate travel arrangements referred to in (1) above provide for a higher class of service than the original ticket, the Carrier will not request supplementary payment.

Lower class of service

- (6) If the alternate travel arrangements provide for a lower class of service than the original ticket, the Carrier will refund the difference in the cost of the applicable portion of the ticket.

Form of refund

- (7) Refunds under this section will be made in conformity with Rule 125(B) Involuntary refunds and must be paid by the

method used for the original payment and to the person who purchased the ticket or additional service.

(8) Refund deadline

where a refund is required to be provided under this Rule, it will be provided within 30 days after the day on which the Carrier becomes obligated to provide the refund.

(E) Standards of treatment - delay or cancellation - within the Carrier's control and within the Carrier's control but required for safety purposes

- (1) If the passenger has been informed of the delay or of the cancellation less than 12 hours before the departure time that is indicated on their original ticket and they have waited two hours after the departure time that is indicated on their original ticket, the Carrier must provide the passenger with the following treatment free of charge:
 - (a) food and drink in reasonable quantities, taking into account the length of the wait, the time of day and the location of the passenger; and
 - (b) access to a means of communication.

Accommodations

- (2) If the passenger has been informed of the delay or of the cancellation less than 12 hours before the departure time that is indicated on their original ticket and if the Carrier expects that the passenger will be required to wait overnight for their original flight or for a flight reserved as part of alternate travel arrangements, the Carrier must offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the passenger, as well as transportation to the hotel or other accommodation and back to the airport.
- (3) 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. 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.

Refusing or limiting treatment

- (4) The Carrier may limit or refuse to provide a standard of treatment referred to in (1), and (2) above if providing that treatment would further delay the passenger.

(F) Compensation - delay or cancellation - within the Carrier's control and not required for safety purposes

- (1) Compensation for inconvenience is only payable when the delay or cancellation is within the Carrier's control and is not required for safety purposes.
- (2) If a passenger is informed 14 days or less before the departure time on their original ticket that the arrival of their flight at the destination that was indicated on their ticket will be delayed, the Carrier will provide the minimum compensation for inconvenience as follows:

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- (a) \$400 if the passenger arrives three or more hours late, but less than six hours,
- (b) \$700 if the passenger arrives six or more hours late, but less than nine hours, or
- (c) \$1,000 if the passenger arrives nine or more hours late.

Compensation in case of refund

- (3) If the passenger's ticket is refunded in accordance with (D)(2), the Carrier will provide a minimum compensation of:
 - (a) in the case of a large Carrier APPR, \$400.

Deadline to file request

- (4) To receive the minimum compensation referred to in (2) or (3) above, a passenger must file a request for compensation with the Carrier before the first anniversary of the day on which the flight delay or flight cancellation occurred.

Deadline to Respond

- (5) The Carrier will, within 30 days after the day on which it receives the request, provide the compensation or an explanation as to why compensation is not payable.

Compensation for inconvenience

- (6) If the Carrier is required by this Tariff to provide compensation to a passenger, the Carrier will offer it in form of money (i.e., cash, cheque, or bank transfer). However, the compensation may be offered in another form (e.g. vouchers) if:
 - (a) compensation in the other form has a greater monetary value than the minimum monetary value of the compensation that is required under the APPR;
 - (b) the passenger has been informed in writing of the monetary value of the other form of compensation;
 - (c) the other form of compensation does not expire; and
 - (d) the passenger confirms in writing that they have been informed of their right to receive monetary compensation and have chosen the other form of compensation.

Rule92: Tarmac Delay

(A) Applicability

- (1) This Rule applies to all passengers experiencing a tarmac delay irrespective of the type of fare on which they are travelling or they have purchased.
- (2) For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See (B)(5) under Rule 121: Liability of the Carrier for loss, damage to or delay of baggage, passenger delay or death or bodily injury - international transportation.

(B) General

- (1) Passengers who experienced or are experiencing a tarmac delay may, depending on the circumstances, also find relief pursuant to:
 - (a) Rule 90: Delay or cancellation - outside the Carrier's control, or
 - (b) Rule 91: Delay or cancellation - within the Carrier's control and within the Carrier's control but required for safety purposes.

Urgent medical assistance

- (2) If a passenger requires urgent medical assistance while the flight is delayed on the tarmac after the doors of the aircraft are closed for takeoff or after the flight has landed, the Carrier will facilitate access to the medical assistance.

Tarmac delay obligations - standards of treatment

- (3) 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 treatment, free of charge:
 - (a) if the aircraft is equipped with lavatories, access to those lavatories in working order;
 - (b) proper ventilation and cooling or heating of the aircraft;
 - (c) if it is feasible to communicate with people outside of the aircraft, the means to do so; and
 - (d) food and drink, in reasonable quantities, taking into account the length of the delay, the time of day and the location of the airport.

Communications and information

- (4) Once it becomes clear that the aircraft will experience a tarmac delay the Carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information - cancellation, delay, tarmac delay or denial of boarding.
- (C) Tarmac delay (over 3 hours) Carrier obligations at an airport in Canada

Passenger disembarkation

- (1) If a flight is delayed on the tarmac at an airport in Canada, the Carrier will provide an opportunity for passengers to disembark:
 - (a) three hours after the aircraft doors have been closed for takeoff; and
 - (b) three hours after the flight has landed, or at any earlier time if it is feasible.
- (2) Exception: Carrier is not required to provide an opportunity for passengers to disembark in accordance with (1) (above) if:
 - (a) 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
 - (b) the Carrier is able to continue to provide the standards of treatment referred to in (B)(3) (above).
- (3) If a passenger opts to disembark pursuant to (C)(1) (above) and the passenger fails to make themselves readily available for an immediate departure should that occur, the Carrier:
 - (a) cannot guarantee that the passenger can be re-accommodated on to the aircraft;
 - (b) will treat the passenger, as appropriate, under the provisions of Rule 90, Delay or cancellation - outside the Carrier's control or Rule 91: Delay or cancellation - within the Carrier's control and within the Carrier's control but required for safety purposes.

Priority disembarkation

- (4) If the Carrier allows disembarkation, it will, if it is feasible, give passengers with disabilities and their support person and/or Service Dog the opportunity to leave the aircraft first.

Exceptions

- (5) Rule 92(C)(1) does not apply if providing an opportunity for passengers to disembark is not possible, including if it is not possible for reasons related to safety and security or to air traffic or customs control.

Rule 95: Denial of Boarding - Outside the Carrier's Control

(A) Applicability

- (1) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.
- (2) This Rule applies in respect of a carrier when there is denial of boarding due to situations outside the Carrier's control (see paragraph (C) Situations outside the Carrier's control).
- (3) This Rule does not apply in the situation of a refusal to transport a passenger due to, for instance, health, safety or security reasons, or where the passenger has failed to follow Carrier rules or instructions, has inappropriate travel documents or has failed to respect check-in time limits. To see the Carrier's policies in this respect, refer to Rule 105: Refusal to transport.

(B) General

- (1) The Carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule, however, flight times are not guaranteed.
- (2) Personalized documents, such as a ticket/itinerary issued by the Carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the Carrier and the passenger.
- (3) The passenger holding a confirmed ticketed reservation must present themselves for carriage in accordance with this Tariff having complied fully with the Carrier's applicable reservation, ticketing, check-in and boarding requirements within the time limits as set out in Rule 40: Reservations.
- (4) The passenger who attempts to check-in after the Carrier's check-in deadline or presents themselves at the boarding area after the Carrier's boarding time deadline as specified under paragraph Rule(E) Check-in process and time limits of Rule 40: Reservations, will not receive consideration per Rule 95 and will have their reservations cancelled as specified under Rule 105: Refusal to transport.
- (5) A denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations outside the Carrier's control, is considered to also be due to situations outside that Carrier's control if that Carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
- (6) For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay (see (B)(5) under Rule 121: Liability of

the Carrier for loss, damage to or delay of baggage, passenger delay or death or bodily injury - international transportation.

(C) Situations outside the Carrier's control

- (1) Situations outside the Carrier's control, include, but are not limited to the following:
 - (a) war or political instability;
 - (b) illegal acts or sabotage;
 - (c) meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;
 - (d) instructions from air traffic control;
 - (e) a NOTAM, (Notice to Airmen) 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 at 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; and
 - (l) an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

(D) Communication with passengers - denial of boarding - outside the Carrier's control

- (1) Carrier will communicate with passengers in accordance with the provisions of

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

(E) Alternate arrangements - denial of boarding outside the Carrier's control

- (1) If there is denial of boarding due to situations outside the Carrier's control, the Carrier will provide alternate travel

arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible:

- (a) a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, is travelling 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 48 hours of the end of the event that caused the denial of boarding,
- (b) if the carrier cannot provide a confirmed reservation that complies with subparagraph (a) (above),
 - (i) a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from the airport at which the passenger is located, or another airport that is within a reasonable distance of that airport, to the destination that is indicated on the passenger's original ticket, and
 - (ii) if the new departure is from an airport other than the one at which the passenger is located, transportation to that other airport.

Comparable services

- (2) To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including the Carrier making every reasonable effort to maintain accessible seating assignments and any other accessibility related accommodation for persons with disabilities.

Higher class of service

- (3) If a higher class of service is booked for the passenger than was originally provided for on the passenger's original ticket, the Carrier will not request supplementary payment from the passenger.

Refunds

- (4) If the alternate travel arrangements offered, in accordance with (1) above, do not accommodate the passenger's travel needs, the Carrier will:
 - (a) in the case where the passenger is no longer at the point of origin that is indicated on the ticket and the travel no longer serves a purpose because of the delay or cancellation, provide the passenger with a confirmed reservation operated by Flair or on a flight operated by a carrier with which Flair has a commercial agreement, that is for a flight to that point of origin which accommodates the passenger's travel needs; and

- (b) in any other case, refund the unused portion of the ticket. The amount of the refund will be calculated pursuant to Rule 125(B), Involuntary refunds.

Rule 96: Denial of Boarding – Within the Carrier's Control and Within the Carrier's Control but Required for Safety Purposes

(A) Applicability

- (1) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or have purchased.
- (2) This Rule applies in respect of a carrier when there is a denial of boarding due to a situation that is within the Carrier's control and within the Carrier's control but required for safety. Paragraph (G) Compensation - denial of boarding - within the Carrier's control and not required for safety purposes is only applicable if the denial of boarding is within the Carrier's control and is not required for safety purposes.
- (3) This Rule does not apply in the situation of a refusal to transport a passenger due to, for instance, health, safety or security reasons, or where the passenger has failed to follow Carrier rules or instructions, has inappropriate travel documents or has failed to respect check-in time limits or gate cut-off times. See Rule 105: Refusal to transport for the Carrier's policies in this respect.

(B) General

- (1) The Carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule, however, flight times are not guaranteed.
- (2) Personalized documents, such as a ticket/itinerary issued by the Carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the Carrier and the passenger.
- (3) The passenger holding a confirmed ticketed reservation must present themselves for carriage in accordance with this Tariff having complied fully with the Carrier's applicable reservation, ticketing, check-in and boarding requirements within the time limits set out in Rule 40: Reservations.
- (4) A denial of boarding that 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.
- (5) The passenger who attempts to check in after the Carrier's check-in deadline, or presents themselves at the boarding area after the Carrier's boarding time deadline as specified under paragraph Rule(E) Check-in process and time limits of Rule 40: Reservations, will not receive consideration per Rule 96 and will have their reservations cancelled as specified under Rule 105: Refusal to transport.

- (6) For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay (see (B)(5) under Rule 121: Liability of the Carrier for loss, damage to or delay of baggage, passenger delay or death or bodily injury - international transportation.
- (C) Denial of boarding - within the Carrier's control and within the Carrier's control but required for safety purposes - request for volunteers
- (1) In cases of denial of boarding within the Carrier's control and within the Carrier's control but required for safety purposes, the Carrier will not deny boarding to a passenger unless it has asked all passengers if they are willing to give up their seat. As such, the Carrier will make an announcement and ask for volunteers to relinquish their seats from among the confirmed passengers. At the same time, the Carrier will announce what type of benefits passengers will be entitled to should they voluntarily relinquish their seat. The Carrier will advise any passenger who expresses an interest in relinquishing their seat of the amount of compensation a passenger could receive pursuant to (G)(1) (below) if there is a denial of boarding.
 - (2) Attempts to find volunteers may take place at the check-in or boarding areas. The Carrier may also seek volunteers before the passenger arrives at the airport. The Carrier will continue to make this request of passengers until it obtains enough volunteers to prevent a denial of boarding or until it determines that it does not, despite its best efforts, have enough volunteers.
 - (3) If the Carrier offers a benefit in exchange for a passenger willingly relinquishing their seat in accordance with (1) (above) and a passenger accepts the offer, or if they negotiate a benefit acceptable to both parties, the Carrier will provide the passenger with a written confirmation of that benefit before the flight departs. A passenger who willingly relinquishes their seat is not considered to be a passenger who has been subject to a denial of boarding by the Carrier and as such, is not entitled to compensation pursuant to (G) (below).

Passenger on aircraft

- (4) The Carrier will not deny boarding to a passenger who is already on board the aircraft unless the denial of boarding is required for reasons of safety. However, passengers may still elect to volunteer to relinquish their seat if already on board the aircraft in exchange for benefits agreed upon with the Carrier.

Priority for boarding

- (5) If denial of boarding is necessary, the Carrier will give priority for boarding to passengers in the following order:
 - (a) an unaccompanied minor;
 - (b) a Person with a Disability and their support person and/or Service Dog;
 - (c) a passenger who is travelling with family members;
 - (d) a passenger who was previously denied boarding on the same ticket;
 - (e) all other passengers with confirmed and ticketed reservations in the order in which they presented themselves for check-in.
- (D) Communication with passengers - denial of boarding - within the Carrier's control and within the Carrier's control but required for safety purposes
 - (1) Carrier will communicate with passengers in accordance with the provisions of

Rule 97: Communication of information - cancellation, delay, tarmac delay, or denial of boarding.
- (E) Alternate arrangements - denial of boarding - within the Carrier's control and within the Carrier's control but required for safety purposes
 - (1) In the case where there is a denial of boarding for situations within the Carrier's control or within the Carrier's control but required for safety purposes, the Carrier will provide the following alternate travel arrangements free of charge to ensure that the passenger completes their itinerary as soon as feasible:
 - (a) a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, is travelling 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 9 hours of the departure time that is indicated on that original ticket,
 - (b) a confirmed reservation for a flight that is operated by any carrier and is travelling 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 48 hours of the departure time that is indicated on that original ticket

if the carrier cannot provide a confirmed reservation that complies with subparagraph (a), or

- (c) if the carrier cannot provide a confirmed reservation that complies with subparagraph (a) or (b) (above),
- (d) a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from another airport that is within a reasonable distance of the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and
- (e) if the new departure is from an airport other than one at which the passenger is located, transportation to that other airport.

Refund

- (2) If the alternate travel arrangements offered in accordance with (F)(1) (below) do not accommodate the passenger's travel needs, the Carrier will:
 - (a) in the case where the passenger is no longer at the point of origin that is indicated on the ticket and the travel no longer serves a purpose because of denied boarding, provide the passenger with a confirmed reservation operated by Flair that is for a flight to that point of origin which accommodates the passenger's travel needs; and
 - (b) in any other case, refund the unused portion of the ticket. The amount of the refund will be calculated pursuant to Rule 125(B), Involuntary refunds.

Comparable services

- (3) To the extent possible, the alternate travel arrangement must provide services comparable to those of the original ticket, including the Carrier making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for Persons with Disabilities.

Refund of additional services

- (4) The Carrier will refund the cost of any additional services purchased by a passenger in connection with their original ticket if
 - (a) the passenger did not receive those services on the alternate flight; or
 - (b) the passenger paid for those services a second time.

Higher class of service

- (5) If the alternate travel arrangements referred to in (1) above provide for a higher class of service than the original ticket, the Carrier will not request supplementary payment.

Lower class of service

- (6) If the alternate travel arrangements provide for a lower class of service than the original ticket, the Carrier will refund the difference in the cost of the applicable portion of the ticket.

Form of refund

- (7) Refunds under this section will be made in conformity with Rule 125(B), Involuntary refunds and must be paid by the method used for the original payment and to the person who purchased the ticket or additional service.

Refund deadline

- (8) Where a refund is required to be provided under this Rule, it will be provided within 30 days after the day on which the Carrier becomes obligated to provide the refund.

(F) Standards of treatment - denial of boarding - within the Carrier's control and within the Carrier's control but required for safety purposes

- (1) Before a passenger boards the flight reserved as an alternate travel arrangement per (E)(1), the Carrier will provide them with the following treatment free of charge:
 - (a) food and drink in reasonable quantities, taking into account the length of the wait, the time of day and the location of the passenger; and
 - (b) access to a means of communication.

Accommodations

- (2) If the Carrier expects that the passenger will be required to wait overnight for a flight reserved as part of alternate travel arrangements, the air Carrier must offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the passenger as well as transportation to the hotel or other accommodation and back to the airport.
- (3) 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. 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.

Refusing or limiting treatment

- (4) The Carrier may limit or refuse to provide a standard of treatment referred to in (1) and (2) above if providing that treatment would further delay the passenger.

(G) Compensation - denial of boarding - within the Carrier's control and not required for safety purposes

- (1) Compensation is only payable when the denial of boarding is within the Carrier's control and is not required for safety purposes.

Compensation for denial of boarding

- (2) If a denial of boarding that is within the Carrier's control occurs, the Carrier will provide the following compensation for inconvenience to the affected passenger:
 - (a) \$900, if the arrival time of the passenger's flight at the destination that is indicated on the original ticket is delayed by less than six hours;
 - (b) \$1,800, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by six hours or more, but less than nine hours; and
 - (c) \$2,400, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by nine hours or more.

Payment

- (3) The Carrier will provide the compensation to the passenger as soon as it is operationally feasible, but not later than 48 hours after the denial of boarding.

Estimated arrival time

- (4) If the compensation is paid before the arrival of the flight reserved as part of alternate travel arrangements made pursuant to (E)(1) above, at the destination that is indicated on their ticket, that compensation will be based on the flight's expected arrival time.

Written confirmation

- (5) If it is not possible to provide the compensation before the boarding time of the flight reserved as part of alternate travel arrangements made pursuant to (E)(1) above, the Carrier will provide the passenger with a written confirmation of the amount of the compensation that is owed.

Adjustment

- (6) If the arrival of the passenger's flight at the destination that is indicated on their original ticket is after the time

it was expected to arrive when the compensation was paid or confirmed in writing and the amount that was paid or confirmed no longer reflects the amount due in accordance with (2) above, the Carrier will adjust the amount of the compensation.

Compensation for inconvenience

- (7) If the Carrier is required by (2) above to provide compensation for a denial of boarding to a passenger, the Carrier will offer it in form of money (i.e. cash, cheque, or bank transfer). However, the compensation may be offered in another form (e.g. vouchers) if:
- (a) compensation in the other form has a greater monetary value than the minimum monetary value of the compensation that is required under the APPR.
 - (b) the passenger has been informed in writing of the monetary value of the other form of compensation;
 - (c) the other form compensation does not expire; and
 - (d) the passenger confirms in writing that they have been informed of their right to receive monetary compensation and have chosen the other form of compensation.

Rule 97: Communication of Information - Cancellation, Delay, Tarmac Delay, or Denial of Boarding

(A) General

- (1) In cases where one of the following applies:
 - (a) Rule 90: Delay or cancellation - outside the Carrier's control,
 - (b) Rule 91: Delay or cancellation - within the Carrier's control and within the Carrier's control but required for safety purposes,
 - (c) Rule 92: Tarmac delay
 - (d) Rule 95: Denial of boarding - outside the Carrier's control, or
 - (e) Rule 96: Denial of boarding - within the Carrier's control and within the Carrier's control but required for safety purposes, pursuant to the provisions of the APPR, the Carrier will provide the following information to the affected passengers:
 - (i) the reason for the delay, cancellation, or denial of boarding;
 - (ii) the compensation to which the passenger may be entitled for the inconvenience;
 - (iii) the standard of treatment for passengers, if any; and
 - (iv) the recourse available against the Carrier, including their recourse to the Agency.
- (2) In the case of a delay, the Carrier will communicate status updates every 30 minutes until a new departure time for the flight is set or alternate travel arrangements have been made for the affected passenger.
- (3) The Carrier will communicate new information to passengers as soon as feasible.
- (4) The information of paragraph (1) above will be provided by means of audible announcements. Visible announcements will be provided upon request.
- (5) The information of paragraph (1) above will also be provided to the passenger using the available communication method that the passenger has indicated that they prefer, including a method that is compatible with adaptive technologies intended to assist persons with disabilities.

Rule98: Schedule Irregularities

- (1) Schedule changes where flight times have been changed for either an earlier or later time but do not fall within the APPR timelines;
- (2) Change of routing, or the addition or deletion of a stop;
- (3) Equipment changes which may increase or decrease the capacity of a flight (may or may not affect seat assignments); and
- (4) Substitution of a different class of service.

Rule 105: Refusal to Transport

- (1) For the purposes of Rule 105:

Force majeure means any unforeseeable circumstances beyond the carrier's control, the consequences of which could not have been avoided even if all due care had been exercised including, but without limitation, meteorological and geological conditions, acts of God, pandemics, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, unsettled international conditions, shortage of fuel or facilities, or labour disputes, either actual, threatened or reported.

(A) Applicability

- (0) A refusal to transport a passenger only occurs in situations when the carrier operates a flight on which the passenger had a confirmed reservation but that specific passenger is not permitted to continue their journey on that flight due to any reasons specified in the paragraphs below. Refusal to transport can occur at the start of any journey or while the passenger is en route to their destination.
- (1) Flight delay, flight cancellation and denial of 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:
- (a) Government requests and regulations and force majeure: whenever it is necessary or advisable to:
- (i) comply with any government regulation;
 - (ii) comply with any government request for emergency transportation; or
 - (iii) address force majeure.
- (b) Search of passenger and property:
- when the passenger refuses to permit a search of their person or property for explosives or for concealed, prohibited, deadly or dangerous weapon(s) or article(s).

(c) Proof of identity/age:

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

(i) Applicable only to travel within Canada:

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.

The Carrier is also required to screen each passenger who appears to be 18 years of age or older by comparing the passenger, and in particular the passenger's entire face, against one piece of government-issued photo identification that shows the passenger's name, date of birth and gender; or two pieces (without photo) of government-issued identification at least one of which shows the passenger's name, date of birth and gender.

(ii) Applicable only to travel from Canada:

The Carrier is required 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.

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

(d) Immigration or other similar considerations:

When the passenger is to travel across any international boundary, if:

- (i) the travel documents of the passenger are not in order; or
- (ii) for any reason the passenger's embarkation from, transit through, or entry into any country from, through, or to which the passenger desires transportation would be unlawful or would otherwise not be permitted.

(e) 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 this Tariff.

(f) Passenger's condition:

(i) When the passenger's actions or inactions prove to the Carrier that their mental, intellectual or physical condition is such as to render them incapable of caring for themselves without assistance or medical treatment en route unless:

(A) the passenger is accompanied by a support person who will be responsible for assisting with the passenger's needs en route such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the Carrier; and

(B) the passenger complies with requirements of paragraph (B) Acceptance for carriage under Rule 70.

Exception: (For Transportation to/from and within Canada) The Carrier will accept the determination made by or on behalf of a Person with a Disability as to self-reliance. Except where accepting the person could jeopardize security, public health or public safety as per under Rule 70.

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

(ii) When the passenger has a contagious disease if the disease constitutes a direct threat pursuant to 14 CFR 382.21.

(iii) When the passenger has an offensive odour.

Medical clearance

(iv) When the Carrier determines, in good faith and using its reasonable discretion, that a passenger's medical or physical condition involves an unusual hazard or risk to their self or other persons (including, in the case of expectant mothers, unborn children) or property, the Carrier can require the passenger to provide a medical certificate that then may be assessed by the Carrier's own medical officer as a condition of the passenger's acceptance for subsequent travel.

The Carrier may refuse transportation to the person posing such hazard or risk.

Note: Pregnant passengers:

- (A) An expectant mother with a complication-free pregnancy can travel on the Carrier's flights up to the 32nd week of pregnancy or up to four weeks before the expected due date without a medical certificate.
- (B) An expectant mother who is in or beyond the 32nd week of pregnancy must present a medical certificate, dated within 72 hours of the scheduled time of departure. The certificate must state that the physician has examined the patient and found them to be physically fit for travel by air and the certificate must state the estimated date of birth.

(g) Failed Payment Validation

When the passenger fails to provide additional information and/or is unable to ensure the presence of the cardholder at the airport, or if the passenger is unable to present another form of payment for its ticket as requested by the Carrier pursuant to Tariff Rule 115, or wherever Carrier is unable to reliably confirm that the passenger holds a valid ticket.

(h) Failure to provide a suitable escort

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

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

- (i) Medical authority furnishes assurance, in writing, that an escorted person with a mental health condition can be transported safely.
- (ii) Request for carriage is made at least 48 hours before scheduled departure.
- (iii) Acceptance is applicable to transportation on flights marketed and operated by Flair only.
- (iv) The escort must accompany the escorted passenger at all times.

- (v) Passenger in custody of law enforcement personnel or other responsible authority must be manacled.
- (C) Passenger's conduct - refusal to transport - prohibited conduct and sanctions

- (1) Prohibited conduct

without limiting the generality of the preceding provisions, the following constitutes prohibited conduct where it may be necessary, in the reasonable discretion of the Carrier, to take action to ensure the physical comfort or safety of the person, other passengers, and 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:

- (a) The person, in the reasonable judgement of a responsible employee of the Carrier, is under the influence of alcohol or drugs (except a patient under medical care).
- (b) The person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent or otherwise disorderly 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 reasonable judgement of a responsible employee of the Carrier, there is a possibility that the person would cause disruption or serious impairment to the physical comfort or safety of other passengers or the Carrier's employees, agents, and/or crew members in the performance of their duties, or otherwise interfere with or jeopardize safe and adequate flight operations.
- (c) The person's conduct involves any hazard or risk to their self or other persons (including travel involving pregnant passengers or unborn children) or to property.
- (d) The person fails to observe the instructions of the aircraft crew or Carrier employees or agents at the airport prior to boarding, including at check-in or baggage screening, including instructions to stop any prohibited conduct.
- (e) The person is unable or unwilling to sit in their assigned seat with the seatbelt fastened.
- (f) The person 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) in the aircraft.
- (g) The person uses or continues to use a cellular phone, a laptop computer or another electronic device on-board the aircraft after being advised to stop such use by a member of the crew.

- (h) 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.
 - (i) The person is barefoot.
 - (j) The person is inappropriately dressed.
 - (k) The person has a prohibited article or concealed or unconcealed weapon(s). However, the Carrier will carry law enforcement or armed forces personnel who meet the qualifications and conditions established under government regulations.
 - (l) The person has resisted or may reasonably be believed to be capable of resisting escorts.
- (2) Carrier response to prohibited conduct

where, in the exercise of its reasonable discretion, the Carrier decides that the passenger has engaged in prohibited conduct described above, the Carrier may impose any combination of the following sanctions:

- (a) Removal of the passenger at any point.
- (b) Probation: At any time, the Carrier may stipulate that the passenger is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the Carrier to provide transport to the passenger. Such probationary conditions may be imposed for any length of time which, in the exercise of the Carrier's reasonable discretion, is necessary to ensure the passenger continues to avoid prohibited conduct.
- (c) Refusal to transport the passenger: The length of this refusal to transport may range from a one-time refusal to a longer period determined at the reasonable discretion of the Carrier in light of the circumstances. Such refusal will be for a period appropriate to the nature of the prohibited conduct and until the Carrier is satisfied that the passenger no longer constitutes a threat to the safety of other passengers, crew or the aircraft or to the comfort of other passengers or crew; the unhindered performance of the crew members in their duty on-board the aircraft; or safe and adequate flight operations.
- (d) The following conduct will automatically result in a refusal to transport:
 - (i) The person continues to interfere with the performance of a crew member's duties despite verbal warnings by the crew to stop such behaviour.

- (ii) The person injures a crew member or other passenger or subjects a crew member or other passenger to a credible threat of injury.
- (iii) The person displays conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs.
- (iv) The person repeats a prohibited conduct after receiving a notice of probation as mentioned in (b) above.

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

(D) Recourse of the passenger / limitation of liability

- (1) In case of refusal to transport a passenger on a specific flight or removal of a passenger en route for any reason specified in the foregoing paragraphs, the Carrier's liability will be limited to the recovery of the refund value of the unused portion of the passenger's ticket in accordance with paragraph (B) Involuntary refunds under Rule 125.
- (2) Notwithstanding (1) above, passengers will be entitled to all other additional rights they may have under this Tariff or elsewhere or any legal rights that international passengers may have pursuant to international conventions (e.g. the Warsaw Convention or the Montreal Convention) and related treaties.
- (3) A person who is refused carriage for a period of time or to whom a probation notice is served may provide to the Carrier, in writing, the reasons why they believe they no longer pose a threat to the safety or comfort of passengers or crew, or to the safety of the aircraft. Such document may be sent to the address provided in the refusal to carry notice or the notice of probation.
- (4) The Carrier will respond to the passenger within a reasonable period of time providing Carrier's assessment as to whether it remains necessary to continue the ban or maintain the probation period.

Rule115: Tickets

(A) General

- (1) A ticket will not be issued and the Carrier will not carry the passenger unless the passenger has paid the applicable fare or has complied with all credit arrangements.
- (2) Before boarding, the passenger must present the Carrier with proof that they have been issued a valid ticket for the flight. Such proof must be in the form of an itinerary/receipt, a record locator or reservation number, or boarding pass and the passenger must provide the Carrier with positive identification to be entitled to transportation. The ticket will give the passenger the right to transportation only between the points of origin and ultimate destination, and on the dates, times and via the routing shown on the ticket.
- (3) Flight coupons will be honoured only in the order in which they are displayed on the passenger's ticket and stored in the Carrier's database.
- (4) The ticket remains at all times the property of the Carrier which issued the ticket.
- (5) The Carrier does not permit the passenger to hold more than one confirmed reservation/ticket on the same departure flight/origin and destination for the same travel date.
- (6) In the event that Carrier does not have reliable confirmation that payment has been validly made or if Carrier advises passenger for the need for additional information, Carrier may request additional information from the passenger(s) and/or, when a ticket was paid by a person who is not the passenger, Carrier may request the presence of the cardholder at the airport any time after ticket issuance including at check-in, prior to travel or after travel has commenced. Carrier also reserves the right to require another form of payment should a passenger not be able to reliably confirm that payment was validly made and/or provide the additional information requested.
- (7) Passengers are required to provide the Carrier with their true, accurate and complete contact information, including a valid email address or phone number, at the time of booking in order to permit the Carrier to contact passengers in the event of a Schedule Irregularity 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 stands even where the ticket may have been issued by a third party travel agent, reseller or indirect air service provider. 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 receiving true,

accurate and complete contact information for the passenger at the time of booking.

(B) Validity for carriage

- (1) General: When validated, the ticket is good for carriage from the airport of departure to the airport of ultimate destination via the route shown on the ticket, for the applicable class of service and is valid for the period of time referred to in (2) below. The passenger will be accepted for carriage on the date and flight segments for which a seat has been reserved.
- (2) Period of validity: Generally, the period of validity for transportation will be one year from the date on which transportation commences at the point of origin designated on the original ticket, or, if no portion of the ticket is used, one year from the date of issuance of the original ticket. However, certain fares may have different periods of validity. If this is the case, the specific rules associated with the fare will take precedence.
- (3) Computation of the ticket validity: When computing the ticket validity (i.e., the minimum/maximum stays and any other calendar periods set out in the ticket), the first day to be counted will be the day following the date that transportation commenced or that the ticket was issued.
- (4) Expiration of validity: Tickets expire at midnight on the last day of validity based on where the ticket was issued.

(C) Flights in sequence

- (1) Flights appearing on the passenger's itinerary/receipt and in the Carrier's database must be used in sequence from the place of departure as shown on the passenger's ticket. Each flight coupon will be accepted for transportation in the class of service on the date and flight for which space has been reserved.

(D) Transferability/non-transferability

- (1) A flight coupon, boarding pass and vouchers are each non-transferable.

Rule 121: Liability of the Carrier for Loss, Damage to or Delay of Baggage, Passenger Delay or Death or Bodily Injury - International Transportation

Applicable to international transportation to and from Canada, and includes domestic segments of an international journey.

(A) Successive carriers

- (1) Transportation to be performed under one ticket or under a ticket issued with any conjunction ticket by several successive carriers will be regarded as single operation.

(B) Laws and provisions applicable

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

- (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 checked and unchecked baggage, as provided in the following paragraphs:
 - (a) Except as provided below, the liability of the Carrier is limited to the CAD equivalent of 1,519 Special Drawing Rights for each passenger in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked, under the Warsaw Convention or the Montreal Convention, whichever may apply.
 - (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) In the case of unchecked baggage, the Carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents.
 - (d) The Carrier is 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.
 - (e) However, the Carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage, or any missing articles if the baggage lost, damaged or delayed. Further, the Carrier's liability for the destruction, loss, damage or delay of baggage is subject to the terms, limitations and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply, in addition

to any limitation or defense recognized by a Court with proper jurisdiction over claim.

- (f) The Carrier reserves all defenses and limitations under the Warsaw Convention and the Montreal Convention, whichever may apply to such claims including, but not limited to, the defense of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention, and the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not invoke Article 22(2) and 22(3) of the Warsaw Convention in a manner inconsistent with paragraph (1) above. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.

Refund of baggage fees

- (3) Carrier will refund to the passenger any fees paid for the transportation of the baggage that was delayed, damaged or lost. In the case of delayed baggage:
 - (a) for flights with a non-stop flight segment between the U.S.A. and another country that is 12 hours or less in duration, the Carrier will refund baggage fees where the baggage was not delivered to the passenger or another person authorized to act on behalf of the passenger, within 15 hours from the time the flight arrived at the gate;
 - (b) for flights with a non-stop flight segment between the U.S.A. and another country that is more than 12 hours in duration, the Carrier will refund baggage fees where the baggage was not delivered to the passenger or another person authorized to act on behalf of the passenger, within 30 hours from the time the flight arrived at the gate; and
 - (c) for all other flights, the Carrier will refund baggage fees where the baggage was delayed for 21 days after arrival and is deemed lost.

Service Dogs and Pets

- (4) Limits or Exclusions From Liability
 - (a) Flair will not be liable for illness, death or injury to a Service Dog when the dog has been handled by Flair with ordinary standards of safety and care, or when Flair has acted in the interests of the entire flight or of other passengers during flight, such as in the event of an emergency. Moreover, Flair shall not be responsible for loss, expenses, illness, death or injury to the dog resulting from passengers failure to comply with the provisions of this rule, including, without limitation, if the dog is refused entry at destination or in transit.

- (b) The Carrier is not liable for costs or damages resulting from country-specific rules around Service Dog and Pets admissibility. Passengers are responsible for understanding and complying with all rules and regulations regarding the transport of Service Dogs across borders. Exception: Should an injury to or death of a Service Dog result from the negligence of Flair representative, Flair's liability will be limited to the applicable law and the terms of this tariff.

Liability in the case of passenger delay

- (5) The Carrier shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:
 - (a) The Carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.
 - (b) Damages occasioned by delay are subject to the terms, limitations and defences set forth in the Warsaw Convention and the Montreal Convention, whichever may apply, in addition to any limitation or defence recognized by a Court with proper jurisdiction over a claim.
 - (c) The Carrier reserves all defences and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply to claims for damage occasioned by delay, including, but not limited to, the exoneration defence of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention. Under the Montreal Convention, the liability of the Carrier for damage caused by delay is limited to 6,303 Special Drawing Rights per passenger. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.

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

- (6) The Carrier shall be liable under Article 17 of the Warsaw Convention or the Montreal Convention, whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:
 - (a) The Carrier shall not be able to exclude or limit its liability for damages not exceeding 151,880 Special Drawing Rights for each passenger.
 - (b) The Carrier shall not be liable for damages to the extent that they exceed 151,880 Special Drawing Rights for each passenger if the Carrier proves that:
 - (i) such damage was not due to the negligence or other

wrongful act or omission of the Carrier or its servants or agents; or

- (ii) such damage was solely due to the negligence or other wrongful act or omission of a third party.
- (c) The Carrier reserves all other defences and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to such claims including, but not limited to, the exoneration defence of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not invoke Articles 20 and 22(1) of the Warsaw Convention in a manner inconsistent with the paragraphs in this Rule above.
- (d) with respect to third parties, the Carrier reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity.

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

- (7) In cases of bodily injury or death, the Carrier shall make an advance payment where the Carrier determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a passenger as provided in the following paragraphs:
 - (a) Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the Carrier shall, without delay, make the advance payment to the passenger in an amount or amounts determined by the Carrier in its sole discretion. In the event of death of a passenger, the amount of the advance payment shall not be less than 16,000 Special Drawing Rights, which shall be paid to a representative of the passenger's next of kin eligible to receive such advance payment as determined by the Carrier in its sole discretion.
 - (b) The Carrier shall make the advance payment as an advance against the Carrier's liability under the Warsaw Convention or the Montreal Convention, whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the passenger.
 - (c) The Carrier, in making an advance payment, does not waive any rights, defences, or limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to any claim, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.
 - (d) The Carrier, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed

to be a voluntary contribution or contractual payment on the part of the Carrier.

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

(C) Time limitations on claims and actions

(1) Instructions for Affected Passengers of delayed or lost Baggage:

- (a) Passengers should submit a Report to the Carrier as soon as possible, and in any event no later than 48 hours, from the originally scheduled arrival of any delayed Baggage. A Passenger submitting a Report must include descriptions of the Baggage and its contents in the form provided by the Carrier.
- (b) Passengers must submit a Claim to the Carrier forthwith upon the occurrence of the delay or loss, and, at latest within 21 days from the date on which the Baggage has been placed at the passenger's disposal in the case of delay.
- (c) The Carrier will not reimburse any incidental expenses due to Baggage loss or delay if a Claim is not submitted within 21 days of the originally scheduled arrival of any Baggage.
- (d) Should any delayed Baggage be retrieved within 21 days of the originally scheduled arrival of such Baggage, Passengers must submit a Claim to the Carrier within 21 days of the originally scheduled arrival of such Baggage, in the form provided by the Carrier.
- (e) Should any delayed Baggage not be retrieved within 21 days of the originally scheduled arrival of such Baggage, and the Baggage is deemed lost, Passengers must submit a Claim to the Carrier within 30 days of the originally scheduled arrival of such Baggage, in the form provided by the Carrier.

(2) Instructions for Affected Passengers of damaged or destroyed Baggage:

- (a) Passengers should submit a Report to the Carrier as soon as possible, and in any event no later than 48 hours, from receiving any damaged or destroyed Baggage. A Passenger submitting a Report must include descriptions of the Baggage and its contents in the form provided by the Carrier.
- (b) Submitting a Claim to the Carrier within 7 days of receipt of damaged or destroyed Baggage is mandatory for Passengers seeking reimbursement of incidental expenses due to damaged or destroyed Baggage, which reimbursement shall be deducted from the maximum

compensation payable for damaged or destroyed baggage outlined in Rule 121(B)(1)(a) above.

- (c) The Carrier will not reimburse any incidental expenses due to Baggage damage or destruction if a Claim is not submitted within 7 days of receipt of any damaged or destroyed Baggage.
 - (d) Passengers must submit a Claim to the Carrier within 21 days of receipt of any damaged or destroyed Baggage in order to receive compensation for damaged or destroyed Baggage, in the form provided by the Carrier.
- (3) Notwithstanding the above, under the Warsaw Convention and the Montreal Convention, whichever may apply, an action for damages must be brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
- (4) Claims may be subject to proof of amount of loss and passengers may be asked to substantiate their claims.
- (D) Notices
- (1) The Carrier will provide each passenger whose transportation is governed by the Warsaw Convention or the Montreal Convention with the following notice:
 - (a) Advice to International Passengers on Carrier Liability
 - (b) Passengers on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that international treaties known as the Montreal Convention, or its predecessor, the Warsaw Convention, including its amendments, may apply to the entire journey, including any portion thereof within a country. For such passengers, the treaty, including special contracts of carriage embodied in applicable Tariffs, governs and may limit the liability of the Carrier in respect of death or injury to passengers, and for destruction or loss of, or damage to, baggage, and for delay of passengers and baggage.
 - (2) Mobility aids are considered as baggage for transportation on an international service for purposes of limits of liability. The air Carrier will advise the person of the option to make a special declaration of interest, under Article 22(2) of the Montreal Convention or under Article 22(2) of the Warsaw Convention, that sets out the monetary value of the mobility aid and a description of its identifying features.
 - (3) The Carrier will offer at no additional charge to a Person with a Disability the option to make the special declaration of interest, at any time before the mobility aid is removed by the Carrier for storage in the aircraft's baggage compartment.

(E) Additional Limitations of Liability

- (1) Purchase of a Reservation does not guarantee transportation. 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.

Rule 125: Refunds

(A) General

- (1) All fares and fees, including optional services, are non-refundable, except as stated in these terms:
 - (a) Cancellation within 24 hours of making the booking:

Passengers have 24 hours from the time of making a reservation to cancel the booking, as long as the trip is more than 7 days from the date of booking. After 24 hours, or if the trip is within 7 days of the booking, Flair does not refund flights - only changes are possible. To request a refund, the passenger may contact the Customer Support team. If bookings were made through a Travel Agent, then cancellations must be made through them.
- (2) The passenger must present to the Carrier or its authorized agent the unused flight coupons of a ticket, an itinerary/receipt, a record locator, or a reservation number as satisfactory proof that the passenger:
 - (a) has unused portions of a ticket which are eligible for refund;
 - (b) is entitled to a refund for the difference in cost of the applicable portion of a ticket where alternate travel arrangements provide for a lower class of service than the original ticket; or
 - (c) paid for additional services purchased but not used for which the passenger is entitled to a refund.
- (3) The Carrier will make a refund to the person who purchased the ticket or additional services.
- (4) If, at the time of ticket or additional service purchase, the purchaser designates another person to whom the refund shall be made, then the refund will be made to the person so designated. To do so, the purchaser must contact the Carrier directly.
- (5) In any instance where refunds are appropriate, the Carrier will process requests in a timely manner and refund the fare in the original form of payment. The Carrier will process refund requests within 30 business days for credit card purchases, however time for the return of funds depends on the passenger's financial institution.

(B) Involuntary refunds

- (1) Involuntary refunds are not subject to any restrictions contained in the applicable fare rule.

- (2) If no portion of the ticket has been used, the refund will be the full amount of the fare and charges paid, in case of a:
 - (a) delay or cancellation - within the Carrier's control but required for safety purposes (as governed by Rule 91, Delay or cancellation - within the Carrier's control and within the Carrier's control but required for safety purposes); or
 - (b) denial of boarding - within the Carrier's control and within the Carrier's control but required for safety purposes (as governed by Rule 96: Denial of boarding - within the Carrier's control and within the Carrier's control but required for safety purposes); or
 - (c) delay or cancellation or refusal to transport - not within the Carrier's control in accordance with the Tariff.
- (3) If a portion of the ticket has been used, the Carrier will refund the unused portion of the ticket, prorated based on mileage in the case of:
 - (a) a delay or cancellation - within the Carrier's control and within the Carrier's control but required for safety purposes (as governed by Rule 91: Delay or cancellation - within the Carrier's control and within the Carrier's control but required for safety purposes); or
 - (b) a denial of boarding - within the Carrier's control and within the Carrier's control but required for safety purposes (as governed by Rule 96: Denial of boarding - within the Carrier's control and within the Carrier's control but required for safety purposes); or
 - (c) a delay or cancellation or refusal to transport - not within the Carrier's control in accordance with the Tariff.
- (4) The involuntary refund of tickets shall be made in the currency used to issue the ticket. However, Canadian dollar refunds or refunds in another currency, if possible, may be made at the request of the passenger, provided a refund in such currency is not prohibited by local government foreign exchange control regulations.
- (5) The Carrier may, at its discretion, offer the refund in other forms (for example, vouchers or credits) where:
 - It does not expire;
 - The Carrier informs the person in writing of the value of the refund and their right to receive a refund in that amount by the original payment method; and

- The person confirms in writing that they have been informed of their right to a refund by the original method of payment and instead have chosen the other form of refund.

(C) Voluntary refunds

- (1) Voluntary refunds will be based on the applicable fare at the time of ticket issuance, and the refund will be made in accordance with any restrictions contained in the applicable fare rule.
- (2) Voluntary refunds will be made only by the Carrier which originally issued the ticket or its authorized agent.
- (3) If no portion of a ticket has been used, the refund will be full amount of the fare paid less any cancellation fee and/or service charge based on the fare purchased by the passenger.
- (4) If a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used, less any cancellation fee and/or service charge based on the fare purchased by the passenger.
- (5) Voluntary refund of tickets shall be made in the currency used to issue the ticket. However, Canadian dollar refunds or refunds in another currency, if possible, may be made at the request of the passenger, provided a refund in such currency is not prohibited by local government foreign exchange control regulations.
- (6) Non-refundable tickets can be exchanged for a future ticket for up to one year from the ticket issue date as long as the reservation is cancelled on or before the first travel date on the ticket.

(D) Time limit for requesting a refund

- (1) In cases where refunds are permitted, the passenger must make the request at the time of cancellation or irregularity, and before the flight is operated.

(E) Jury duty

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

(F) Refusal to refund

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

- (2) For tickets involving international transportation, certain countries limit the amount of time the passenger may stay in a particular country without a visa or other official government documentation granting permission to stay for an extended period of time. As long as the passenger is able to prove that they have received government permission to remain in the country or is departing the country on another Carrier or by other means of transport, they shall be provided with a refund for any unused coupon(s).