



## Domestic & International Tariff

Bradley Air Services Limited operating as Canadian North

Tariff containing rules applicable to scheduled services for the transportation of passengers and their baggage

between Points in Canada

and

Points inside and outside Canada

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## PART I – GENERAL TARIFF INFORMATION

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### Explanation of Abbreviations, Reference Marks and Symbols

\$	Dollar(s)
(C)	Denotes change which results in neither increases or decreases
(I)	Denotes increase
(N)	Denotes addition
(R)	Denotes reduction
(X)	Denotes cancellation
APPR	Air Passenger Protection Regulations
ATPDR	Accessible Transportation for Persons with Disabilities Regulations
CAD	Canadian dollar(s)
CTA	Canadian Transportation Agency also referred to as the “Agency”
EU	European Union
IATA	International Air Transport Association
ICAO	International Civil Aviation Organization
N/A	Not applicable
No	Number
SDR	Special drawing rights
USD	United States dollar(s)
U.S. DoT	United States Department of Transportation



## **Rule 1: Definitions**

“5T” means Bradley Air Services Limited operating as Canadian North.

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

“Air Crew” means the flight crew and one or more persons who, under the authority of the Carrier, perform in-flight duties in the passenger cabin of an aircraft of the Carrier.

“Air Services” includes both Live and Ferry Flights.

“Air Transportation Contract” means with respect to a Domestic Service, a contract entered into between the passenger and the Carrier for the provision of air service to the passenger and their goods/baggage in the form of a reservation and confirming itinerary issued by the Carrier or an agent of the Carrier authorized for that purpose.

“Air Transportation Regulations (ATR)” mean the Regulations Respecting Air Transportation (SOR 88-58) as amended from time to time, and any substitute regulations prescribed in relation to the subject matter therein.

“Airline Designator Code” means an identification code comprised of two-characters which is used for commercial and traffic purposes such as reservations, schedules, timetables, ticketing, tariffs and airport display systems. Airline designators are assigned by IATA. When this code appears on a ticket, it reflects the carrier that is marketing the flight, which might be different from the carrier operating the flight.

“Airline Tariff Publishing Company” or “ATPCo” means an independent airline distribution company based in Dulles Virginia USA who publishes/distributes Canadian North tariff including fares and terms and conditions.

“Agency” means the Canadian Transportation Agency.

“Alternate Transportation” means another flight (or flights) on the services of the same Carrier or a flight (or flights) on the services of another Carrier. In some cases alternate transportation may include another mode of transportation such as rail or bus.

“APPR” means the Air Passenger Protection Regulations.

“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.

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



“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.

“Baggage Rules” means the conditions associated with the acceptance of baggage, services incidental to the transportation of baggage, allowances and all related charges. For example, baggage rules may address the following topics:

- The maximum weight and dimensions of passenger bags, if applicable, both checked and unchecked;
- The number of checked and unchecked passenger bags that can be transported and the applicable charges;
- Excess and oversized baggage charges;
- Charges related to check-in, collection and delivery of checked baggage;
- Acceptance and charges related to special items, e.g. surf boards, pets, bicycles, etc.;
- Baggage provisions related to prohibited or unacceptable items, including embargoes;
- Terms or conditions that would alter or impact the baggage allowances and charges applicable to passengers (e.g. frequent flyer status, early check-in, pre-purchasing baggage allowances with a particular credit card); and,
- Other rules governing treatment of baggage at stopover points, including passengers subject to special baggage allowances or charges, etc.

“Bank of Seats” means passenger seats that are immediately adjacent to each other and does not include passenger seats that are across the aisle.

“Bankers’ Buying Rate of Exchange or Bankers’ Selling Rate of Exchange” means:

- In Canada, the unit rate published in the Toronto Globe and Mail Friday edition each week, as the foreign exchange mid-market rate in Canadian funds. When a national holiday falls on Friday, the rates quoted on the previous business day will be used. These rates will be applicable from Monday of the following week up to and including the following Sunday.
- In the United States, the rate published each Tuesday in the Wall Street Journal under the heading Foreign Exchange. This rate will be applicable from Wednesday of each week up to and including the Tuesday of the following week. When a national holiday falls on a Monday, foreign exchange rates do not appear in the Tuesday edition of the Wall Street Journal. In such exceptional cases, the previous week’s rates are used through Wednesday instead of Tuesday, and the Wednesday edition of the Wall Street Journal will be used for the period Thursday through Tuesday of the following week.
- In other countries, the rate at which a bank will purchase a given amount of foreign currency in exchange for one unit or units of the national currency of the country in which the exchange transaction takes place for the purpose of the transfer of funds through banking channels i.e., other than transactions in bank notes, travellers checks, and similar banking instruments.



“Barrier” means anything – including anything physical, architectural, technological or attitudinal, anything that is based on information or communications or anything that is the result of a policy or a practice – that hinders the full and equal participation in society of persons with an impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment or a functional limitation.

“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.

“Canada Transportation Act (CTA)” means the Canada Transportation Act, 1996, Chapter 10 as amended from time to time.

“Canadian Transportation Agency (CTA)” means the Canadian government organization that is an independent, quasi-judicial tribunal that makes decisions on a wide range of economic matters involving federally-regulated modes of transportation (air, rail and marine).

“Capacity” means the total number of seats available for sale on a specific flight and/or aircraft type.

“Cargo” means goods which are accepted for transport by the Carrier from a person who is not a passenger of the Carrier, or who is a passenger, but who has executed an agreement with the Carrier for treatment of the goods as “Cargo” and who has paid the rates set out in the Cargo Tariff.

“Carrier” means Canadian North, having its head office at 20 Cope Drive, Kanata, Ontario, K2M 2V8.

“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.





“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.

“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).

“Comparable Air Transportation” is similar transportation provided by the Carrier at no extra cost to the passenger in lieu of the passenger’s original flight reservations.

“Controllable IROP” means a delay, cancellation or diversion which is considered to be within the control of the carrier. Examples include but are not limited to; mechanical issues and carrier controlled ground handling.

“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.

“Destination, Ultimate” see ultimate destination.

“Determination of Self-reliant” means the Carrier will accept the determination of a person with a disability as to self-reliance



“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.

“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.

“Down Line Carrier” means any carrier, other than the selecting carrier, who is identified as providing interline transportation to the passenger by virtue of the passenger’s ticket.

“Emotional Support Animal” means an animal that provides emotional support, comfort, or therapeutic benefits to meet the disability-related needs of a person with disability, but has not been individually trained by an organization or person specializing in such training to perform a specific task to assist the person with a disability-related need.

“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.

“Fare” means the rate charged to a passenger in respect of a particular class of service offered by the Carrier.

“Fare Base Code” means the code that identifies the fare charged to a passenger in respect of a particular class of service offered by the Carrier.

“Fare Class” or “Fare Type” means a group of fares.

“Fee” or “Surcharge” means an amount of money collected by the Carrier from the passenger, distinct from the fare, and either in respect of transportation services or services ancillary to transportation services. Fees and surcharges may be collected by the Carrier on its’ own behalf or pursuant to an obligation imposed or authorization by a third party.

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

“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, 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 children under the age of 2 years regardless of whether they are carried free of charge by an adult sharing the same seat as the infant or a separate seat has been purchased for the infant. Proof of age must be provided and is restricted to one infant per adult passenger.

“Interline” refers to travel on more than one carrier issued on a single ticket.

“Interline Agreement” means an agreement between two or more carriers to co-ordinate the transportation of passengers and their baggage from the flight of one air carrier to the flight of another air carrier (through to the next point of stopover).

“Interline Itinerary” means all flights reflected on a single ticket involving multiple air carriers. Only travel on a single ticket is subject to the Agency’s approach provided the origin or the ultimate ticketed destination is a point in Canada.

“Interline travel” means travel involving multiple air carriers listed on a single ticket that is purchased via a single transaction.

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

“In-Transit” means the passenger is at a location which is not the origin or destination on the ticket issued by the Carrier. For a round trip ticket, the origin and destination are the same location.

“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, or Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes.

“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.



“Landing Subject to Weather” means a designation placed on a flight that interruptions in flight operations are anticipated due to adverse weather.

“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.

“Marketing Carrier” means the carrier that sells flights under its code.

“Minor” means a person who has not reached their 12th birthday on the date that travel commences.

“Miscellaneous Charges Order (MCO)” is a document which may be used as a future travel voucher valid for 1 year from the date of issuance. This document may also, for instance, be issued for residual value of a ticket, collection of miscellaneous charges, refundable balances or compensation provided in the case of a denied boarding situation.

“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.

“No Show” means a passenger who has missed their scheduled flight’s departure that presents themselves to an agent of the Carrier after the flight has departed.

“Online Connection” means a connecting flight operated by the same carrier.

“Open Jaw Trip” means any trip comprising of two separate fare components with a surface break.

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

“Operating Carrier” means the carrier that operates the actual flight.

“Origin” means the initial starting place of the journey as shown on the ticket. For the purpose of this tariff, Origin only applies to points within Canada.

“Overbooking/Oversold” is the result of selling more seats than the available number of seats on a flight.



“Participating Carrier(s)” includes both the selecting carrier and down line carriers who have been identified as providing interline transportation to the passenger by virtue of the passenger’s ticket.

“Passenger” means any person, except members of the crew, carried or to be carried in an aircraft with the consent of the carrier pursuant to a valid contract of carriage. All reference to passenger in this tariff only pertains to those who have purchased a fare that is for sale to the general public on the carrier’s operated flights. This tariff does not apply to gratuitous carriage or any carriage that is sold under a separate contract, unless otherwise indicated in such a contract

“Passenger Liability” means the legal liability of the Carrier to any passenger or other person in respect of a passenger, arising from the Carrier’s operation, ownership or possession of an aircraft, for:

- 1) injury to or death of persons who are passengers;
- 2) losses suffered or sustained by a passenger or other person as a result of the Carrier’s inability to perform, in whole or in part, the air service contracted for;
- 3) damage to or loss of goods in the Carrier’s charge; or
- 4) losses due to any delay in delivery of any goods in the Carrier’s charge.

“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.

“Priority Baggage” means baggage that will be the last items to be stowed in the aircraft hold and the first items to be removed. Aids required for the mobility or well-being of persons with disabilities shall be treated as priority baggage.

“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.

“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.

“Round Trip” means any trip, the ultimate destination of which is the origin, and which is made via the same routing in both directions.



“Routing” establishes the possible points via which travel may take place for a specific fare.

“Schedule Irregularities” means the following:

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

“Selected Carrier” means the carrier whose baggage rules apply to the entire interline itinerary.

“Selecting Carrier” means the carrier whose designator code is identified on the first flight segment of the passenger’s ticket at the beginning of an interline itinerary issued on a single ticket whose origin or ultimate destination is in Canada.

“Self-Reliant” means that a person does not require services related to a disability beyond that normally provided by the carrier, or beyond that which applicable rules or regulations require the carrier to provide.

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

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

“Severe Allergy” means an allergy to an allergen that may cause a person to experience significant physical distress if they are directly exposed to the allergen.

“Single Ticket” means a document that permits travel from origin to destination. It may include interline/code-share and intra-line segments. It may also include end-to-end combinations (i.e., stand alone fares that can be bought separately but combined together to form one price).

“Situations Outside the Carrier's Control” include, but are not limited to the following:

- war or political instability;
- illegal acts or sabotage;
- meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;



- instructions from air traffic control;
- a NOTAM, (Notice to Airmen) as defined in subsection 101.01(1) of the Canadian Aviation Regulations;
- a security threat;
- airport operation issues;
- a medical emergency;
- a collision with wildlife;
- a labour disruption within the carrier or within an essential service provider such as an airport or an air navigation service provider;
- 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
- an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

“Small Carrier APPR” means any carrier that is not a Large Carrier APPR. For greater certainty, Small Carrier APPR means a carrier that has not transported a worldwide total of two million passengers or more during each of the two preceding calendar years. For the purposes of APPR, the small carrier has the same obligations as a Large Carrier APPR towards a passenger that it carries on behalf of a Large Carrier APPR under a commercial agreement with that carrier.

“Small Carrier Non-ATPDR” means any carrier that is not a Large Carrier ATPDR. For greater certainty, Small Carrier Non-ATPDR means a carrier that has not transported a worldwide total of one million passengers or more during each of the two preceding calendar years.

“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 take-off or after the flight has landed.

“Tax” means an amount of money collected by the Carrier from the passenger pursuant to an obligation imposed by governmental authority.

“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.

“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.

“Uncontrollable IROP” means a delay, cancellation or diversion which is considered to be outside of the control of the carrier. Examples include but are not limited to; weather, airport facilities, security, passenger medical and unruly issues, and air traffic control.

“United States of America” or the “United States” or the “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 (EMD) 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.





## **Rule 5: Application of Tariff**

### **1) General**

- a) This tariff shall apply to carriage of passengers and their accompanying baggage, and to all services incidental thereto:
  - 1. For carriage on flights operated and marketed (carrying a Canadian North flight number) to a passenger by Canadian North, and
  - 2. For carriage on flights marketed by Canadian North to a passenger but operated by another carrier.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.

### **2) Liability under the applicable tariff**

- a) 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 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).
- b) For domestic transportation, under the provisions of the APPR, carriers will be subject to the same rules and liability limits as found in the Montreal Convention for lost, delayed and damaged baggage (see Rule 120, Liability - domestic transportation).



- c) Carrier liability under the APPR:
  - 1. 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.
  - 2. 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.
- 3) Overriding law/severability
  - a) 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.
- 4) Gratuitous carriage
  - a) With respect to gratuitous carriage, the Carrier reserves the right to exclude the application of all or any part of this tariff.
- 5) Passenger recourse
  - a) Any compensation offered to passengers is found in this tariff and is subject to applicable government regulations.
  - b) In the case of dispute with Canadian North, passengers should, as the first recourse, try to resolve any problem by dealing directly with the carrier. If the passenger has attempted to resolve a complaint with the carrier and is still not satisfied, the passenger may take the matter to either the Canadian Transportation Agency or the appropriate court, as the passenger prefers.
- 6) Modification and waiver
  - a) No agent, servant or representative of the carrier has the authority to alter, modify, or waive any provisions of this tariff.
- 7) Self identification – large or small carrier
  - a) APPR

For the purposes of establishing obligations toward passengers under the APPR, Canadian North declares that it is a [Small Carrier APPR].

    - 1. Large Carrier APPR means a carrier that has transported a worldwide total of two million passengers or more during each of the two preceding calendar years;



2. Small Carrier APPR means any carrier that is not a Large Carrier APPR.
3. For greater certainty, Small Carrier APPR means a carrier that has not transported a worldwide total of two million passengers or more during each of the two preceding calendar years. For the purposes of APPR, the small carrier has the same obligations as a Large Carrier APPR towards a passenger that it carries on behalf of a Large Carrier APPR under a commercial agreement with that carrier.

The following rules differentiate between large and small carriers:

- Rule 90, Delay or cancellation- outside the carrier's control
- 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

b) Accessibility for persons with disabilities

For the purposes of establishing obligations toward passengers with disabilities under the ATPDR or otherwise, Canadian North declares that it is [a Small Carrier Non-ATPDR operating aircraft with 30 or more passenger seats].

- Rule 70, Carriage of persons with disabilities – Small Carrier Non-ATPDR operating aircraft with 30 or more passenger seats



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## PART II – BEFORE DEPARTURE

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### Rule 10: Application of Fares and Charges

- 1) General
  - a) Applicable fares are those published by or on behalf of the carrier or, if not published, constructed in accordance with the carrier's tariff.
  - b) Where a local or joint fare is published via the desired routing, such fare shall apply unless it is higher than the combination of intermediate fares via such routing, in which case, the applicable combination of local/sector fares may be used.
  - c) Unless otherwise provided, flights designated by class of service, type of aircraft and/or flight departure or arrival time, in connection with the application of fares, refer to flights bearing such designations as set forth in the Carrier's official general schedule.
  - d) 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.
- 2) Fares in effect
  - a) Subject to government requirements and this tariff:
    1. The applicable fare is the fare in effect on the date of the ticket issuance.
- 3) Routing
  - a) Unless otherwise provided in the carrier's tariff, fares apply only to their associated routing.
  - b) If there is more than one routing associated with a fare, the passenger, prior to their ticket being issued, may specify the routing they prefer. If no routing is specified, the carrier may determine the routing. (See Rule 50, Routings)
- 4) Taxes and charges
  - a) 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)
- 5) Currency of fares
  - a) All fares and charges are stated in Canadian dollars for travel commencing in Canada.
  - b) All fares and charges are stated in U.S. dollars for travel commencing in the United States.



- c) All fares and charges, for travel commencing outside Canada or the United States, are stated in the local currency of the country where travel commences, except to the extent that IATA rules provide for the establishment of fares in another currency.

6) Construction of fares

When a fare is not published via the desired routing, such fare may be constructed by combining those fares applicable via such routing which produce the lowest fare for the booking class used; provided, however, that such fare shall not exceed the lowest fare constructed in accordance with any of the following paragraphs:

a) More Distant Point:

If such constructed fare exceeds the same fare to or from a more distant point via the same routing, the fare applicable to or from such more distant point shall apply.

b) Circle Trip/Round Trip Maximum:

If such constructed fare exceeds the published fare for a circle trip or round trip from the same point of origin, via the same routing, the published circle trip or round trip fare shall apply.

c) Interrupted Travel:

If a fare constructed for a trip interrupted by travel other than via participating carriers exceeds the applicable through fare for uninterrupted travel via the routing, the applicable through fare shall apply.

d) Maximum Fare: Same/Different Classes of Service

A combination of fares of the same or different classes of service shall not exceed the lowest of the following fares or combinations of fares, between and via the same point(s):

1. A combination of fares via the class of service used for a portion of the transportation and fares for a higher class of service for the remainder of the transportation, or
2. A combination of fares via higher classes of service, or
3. A through published fare via a higher class of service, however, a through published fare via a higher class of service to or from a more distant point may not be used to construct a fare for an intermediate point(s) if there is a published fare for the same higher class of service to or from such intermediate point(s).
4. A fare constructed in accordance with (5) below.

- e) Fares are published in the following descending order of classes of service: Hospitality class service: booking code Y/C/B/H/P/M/A/O/T/R/Q/S/L/K/X".



7) Round Trip Fares

When a ticket is purchased before the transportation commences or is reissued pursuant to RULES 90, 91 or 92, as applicable, the fare applicable to a round trip between two points over the lines of the carrier shall be:

- a) When specifically published via the desired routing, the applicable round trip fare specifically published by or on behalf of such carrier.
- b) When not specifically published via the desired routing, the sum of the one-way fares applicable to the respective one-way segments or the sum of the round trip segment fares if these are published.

8) Circle Trip Fares

Except as provided below, when a ticket is purchased before the transportation commences or is reissued pursuant to RULES 90, 91 or 92, as applicable, the fare applicable to a circle trip via participating carriers or partly via participating carriers and partly via other scheduled air carriers and national air taxi conference members, shall be for the portion of carriage via one or more participating carriers, the sum of fifty percent of the applicable round trip fares for the respective sections, constructed from the point of origin via the route of travel that produces the lowest fare for the circle trip for class of service used.

9) Stopovers

A stopover, as used herein, will occur when a passenger arrives at an intermediate or junction transfer point and fails to depart from that point on:

- a) The first flight on which space is available, or,
- b) The flight that will provide for his earliest arrival at the next intermediate, junction point or destination, as the case may be, in the booking class and/or code shown on his ticket; provided, however, that no stopover will occur when the passenger departs from the intermediate or junction transfer point on a flight shown in the Carrier's general schedule which departs within four (4) hours after arrival at such point.

Except as otherwise provided, stopovers will be permitted on transportation solely within Canada only upon payment of the applicable local/sector fares.

10) Distributing and Publishing of Fares

Airline Tariff Publishing Company is this Carrier's agent for the purpose of distributing/publishing Fares for capture and viewing by the Canadian Transportation Agency (CTA), Computer Reservations Systems (CRS) and Global Distribution Systems (GDS). Therefore, fares, and associated fare rules and other items (name of fare, definition, etc.) for Fares can be viewed/accessed in ATPCo. As such, this tariff will not contain such information.



## Rule 15: Taxes

- 1) General
  - a) Taxes imposed by governments are payable by the passenger and are in addition to the published or constructed fare.
  - b) At the time of the ticket purchase, the passenger will be advised by the carrier of all the taxes appearing on the ticket.
  - c) Taxes will be shown separately on the ticket.
  - d) 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.



## Rule 20: Methods of Payment

### 1) General

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

- a) Cash in currencies acceptable to the carrier, where facilities permit
- b) Credit cards: American Express, MasterCard, Visa, and Visa Debit
- c) Bank debit card, where facilities permit
- d) Certified cheques
- e) Bank drafts
- f) MCOs (miscellaneous charges order)
- g) Vouchers
- h) Travelers cheques
- i) Redeemable travel points or travel miles (Aurora Rewards ONLY).

### 2) Suspected Fraud

To avoid fraudulent purchases, Canadian North reserves the right to request additional information from the passenger/s and/or the cardholder at any time after a purchase has been made, including at check-in, so that it may verify the information provided at time of purchase. Canadian North also reserves the right to require another form of payment should the customer not be able to provide such additional information. Furthermore, Canadian North reserves the right to cancel the booking in any case of suspected fraud, theft or dishonesty on the part of the customer.





## Rule 25: Currency of Payment

- 1) General
  - a) Currency provisions are subject to government regulations and applicable foreign exchange regulations.
  - b) 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 bankers' buying rate of exchange.
  - c) 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 bankers' buying rate of exchange.
  - d) When travel originates outside Canada/United States but payment is made in Canada, the published fare in anything other than Canadian dollars will be converted to Canadian currency at the bankers' buying rate of exchange.
  - e) When travel originates outside Canada/United States but payment is made in the United States, the published fare in anything other than U.S. dollars will be converted to U.S. currency at the bankers' buying rate of exchange.
  - f) When travel originates outside Canada/United States and payment is not made in Canada or the United States, the published fare will be converted to local currency at the bankers' buying rate of exchange.



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### Rule 30: Classes of Service

- 1) Economy class or class "Y"
  - a) The economy class/tourist class section will be located in the area of the aircraft designated by the carrier as economy class.
  - b) Passengers seated in the economy class section will be provided economy class service.
  - c) Economy class services will consist of:
    1. Complimentary snack or cold meal on flights 0:41 or longer
    2. Complimentary cold, or hot/cold beverages on flights 0:41 or longer



## Rule 40: Reservations

### 1) General

- a) 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.
- b) The carrier will only issue a ticket against a valid reservation. Subject to payment or other satisfactory arrangements and passenger compliance with the check-in time limits set out in paragraph (E) below, a ticket will be issued to the passenger by the carrier or agent of the carrier indicating that the passenger is holding confirmed space for the flight(s) shown on the ticket. The ticket will only apply between the points named on the ticket and the flight coupons that are presented.
- c) 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.
- d) A passenger who is holding an unused open-date ticket or a portion of that ticket or is in possession of another electronic document issued to the passenger by the carrier which entitles the passenger to onward travel, or who wishes to change their reservation for another date, will not be entitled to any preferential right to secure a new reservation.
- e) 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.
- f) For more specific provisions related to the assignment of seats on-board an aircraft for persons with disabilities, see:
  1. [Rule 70(C)(1)(b)-(d), Reservations – information about services and seating assignments]
- g) For more specific provisions related to making reservations in an accessible manner for persons with disabilities, see:
  1. Rule 69(C)(3), Reservations and online services.
- h) The carrier will not accept a reservation for a child under 5 years of age who will be travelling alone, irrespective of whether the child's parent or guardian wishes to use the carrier's unaccompanied minors (UM) service for their child to travel alone. (see Rule 60, Acceptance of children and Rule 65, Unaccompanied minors)



2) Cancellation of reservations

- a) The carrier may cancel reservations of any passenger:
  - 1. If circumstances require due to situations within a carrier's control as defined in Rule 1, Definitions and applied in Rule 91, Delays 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;
  - 2. If circumstances require due to situations outside a carrier's control as defined in Rule 1, Definitions and applied in Rule 90, Delays or cancellation- outside the carrier's control or Rule 95, Denial of boarding – outside the carrier's control;
  - 3. If circumstances require due to any situation identified in and applied in Rule 105, Refusal to transport; or,
  - 4. When the passenger has failed to meet check-in or boarding gate requirements set out in paragraph (E) below.
- b) If the carrier cancels a passenger's reservation due to (B)(1)(a) (above), the passenger may be eligible to take advantage of the provisions found in Rule 91, Delays 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.
- c) 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, delays or cancellation – outside the carrier's control or Rule 95 Denial of boarding – outside the carrier's control.
- d) 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.

3) Passenger's responsibility

- a) The passenger must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance and the departure process while meeting the time limits detailed in (E) below. Flights will not be delayed for passengers who have not completed any of these pre-boarding requirements.
- b) 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.



- 4) Failure to occupy seat
    - a) 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 will cancel the passenger's itinerary, and unused coupons subject to forfeiture in accordance with Rule 125.
  - 5) Check-in time limits
    - a) The passenger is responsible to ensure that they have allowed ample time to arrive at airport, present themselves at the Carrier's check-in counter and complete any government mandated check-in formalities. The Carrier requires all passengers with proper identification to present themselves for check-in and be available to receive a boarding pass and drop their bags no later than 45 minutes prior to the scheduled departure for flights departing from Edmonton (YEG), Yellowknife (YZF), Iqaluit (YFB), Montreal (YUL), Winnipeg (YWG) and Ottawa (YOW), or 30 minutes prior to the schedule departure date of the passenger's flight from all other stations. If the passenger(s) fail to meet any of the above requirements the Carrier will cancel their reservation along with all services booked. Departure of scheduled aircraft will not be delayed to accommodate those passengers who arrive too late for such formalities to be completed before scheduled departure time.
    - b) The passenger is responsible to ensure that they have allowed ample time to clear security where applicable, clear government mandated formalities, and present themselves at the Carrier's boarding gate at the applicable time. The Carrier requires all passengers with proper identification to present themselves at the boarding gate at least 15 minutes prior to scheduled departure time. If the passenger(s) fail to meet any of the above requirements the Carrier will cancel their reservation along with all services booked. Departure of schedule aircraft will not be delayed to accommodate those passengers who arrive too late for such formalities to be completed before scheduled departure time.
    - c) If the passenger has additional requirements, such as AVIH checked as baggage, Pet in Cabin (PETC) or UMR, check-in should be at least 90 minutes prior.
- 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 carrier recommends that the passenger check in 120 minutes before flights departing Edmonton (YEG), Yellowknife (YZF), Iqaluit (YFB), Montreal (YUL), Winnipeg (YWG), and Ottawa (YOW); and 90 minutes before their flight from all other stations.
  - 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 45 minutes before their flight if departing Edmonton (YEG),



Yellowknife (YZF), Iqaluit (YFB), Montreal (YUL), Winnipeg (YWG), and Ottawa (YOW); and 30 minutes before their flight from all other stations.

- Boarding gate deadline: The passenger must be available for boarding at the boarding gate by the boarding gate deadline 15 minutes before their flight.

If the passenger fails to meet either the check-in/baggage drop off deadline or the boarding gate deadline specified above, 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.

In the case of missing the boarding gate deadline, the passenger's ticket shall be forfeit.



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

- 1) Applicability
  - a) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or have purchased.
  - b) Unaccompanied children will be carried pursuant to the provisions of Rule 65, Unaccompanied minors.
  - c) The carrier will not accept a reservation for a child under 5 years of age who will be travelling alone, irrespective of whether the child's parent or guardian wishes to use the carrier's unaccompanied minors (UM) service for their child to travel alone.
- 2) Seat assignment
  - a) The carrier does not guarantee the assignment of any particular space on the aircraft.
  - b) Advance seat selection
    1. The passenger may pre-select a seat once they have purchased their ticket when booking a fare. Nonetheless, complimentary seat selection is available at the time of check-in.
    2. The advance seat selection has no fee.
    3. For additional obligations on seat assignment for persons with disabilities, including persons who need additional adjacent seating, see:
      - (1) [Rule 70(C)(1)(b)-(d), Reservations – information about services and seating assignments]
- 3) Assignment of seats to accompanied children under the age of 14 years
  - a) 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 part (D) (below), the carrier will, at no additional charge:
    1. assign a seat before check-in to the child that is in close proximity to the accompanying person, or
    2. if the carrier does not assign seats prior to check-in, in accordance with paragraph (a), the carrier will:
      - (1) 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,
      - (2) assign seats at the time of check-in, if possible,



- (3) 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, and
  - (4) 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 take-off.
- 4) Proximity to accompanying person's seat
  - a) The carrier will facilitate, pursuant to the steps outlined in (C) (above), the assignment of a seat to a child who is under the age of 14 years by offering, at no additional charge:
    - 1. 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;
    - 2. 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
    - 3. 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.
- 5) Difference in price
  - a) Does not apply.





## Rule 45: Stopovers

### 1) General

#### a) Stopovers will be permitted under the following conditions:

1. Stopovers must be arranged with the carrier in advance and specified on the ticket.
2. 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.
3. If a portion of a journey is travelled by surface transportation, a stopover will be deemed to have taken place for such transportation.
4. A stopover, as used herein, will occur when a passenger arrives at an intermediate or junction transfer point and fails to depart from that point on:
  - a. The first flight on which space is available, or,
  - b. The flight that will provide for his earliest arrival at the next intermediate, junction point or destination, as the case may be, in the booking class and/or code shown on his ticket; provided, however, that no stopover will occur when the passenger departs from the intermediate or junction transfer point on a flight shown in the Carrier's general schedule which departs within four (4) hours after arrival at such point.
5. Except as otherwise provided, stopovers will be permitted on transportation solely within Canada only upon payment of the applicable local/sector fares.



## **Rule 50: Routings**

- 1) Application
  - a) A routing is applicable only to the fares which are specifically associated with it.
  - b) A routing may be travelled via any or all of the cities named in the carrier's routing diagram, unless otherwise restricted.
  - c) All or part of the applicable routing may result in non-stop travel.
  - d) An intermediate point(s) specified along the routing may be omitted.
  - e) All routings are applicable in either direction, unless otherwise restricted.
  - f) For those routings permitting choice of carrier for carriage between the same points, only one of those carriers may be used.
  - g) Where no carrier is indicated between two points, travel is limited to Canadian North.
  - h) If more than one routing is applicable via the same fare, the passenger, and prior to the issuance of the ticket, may specify the routing. If no routing is specified by the passenger, the carrier will determine the routing.



## Rule 54: Interline Baggage Acceptance

### *Definitions*

“Airline Designator Code” means an identification code comprised of two-characters which is used for commercial and traffic purposes such as reservations, schedules, timetables, ticketing, tariffs and airport display systems. Airline designators are assigned by IATA. When this code appears on a ticket, it reflects the carrier that is marketing the flight, which might be different from the carrier operating the flight.

“Baggage Rules” means the conditions associated with the acceptance of baggage, services incidental to the transportation of baggage, allowances and all related charges. For example, baggage rules may address the following topics:

- The maximum weight and dimensions of passenger bags, if applicable, both checked and unchecked;
- The number of checked and unchecked passenger bags that can be transported and the applicable charges;
- Excess and oversized baggage charges;
- Charges related to check-in, collection and delivery of checked baggage;
- Acceptance of and charges related to special items, e.g. surf boards, pets, bicycles;
- Baggage provisions related to prohibited or unacceptable items, including embargoes;
- Terms or conditions that would alter or impact the baggage allowances and charges applicable to passengers (e.g. frequent flyer status, early check-in, pre-purchasing baggage allowances with a particular credit card); and,
- Other rules governing treatment of baggage at stopover points, including passengers subject to special baggage allowances or charges.

“Down Line Carrier” means any carrier, other than the selecting carrier, that is identified as providing interline transportation to the passenger by virtue of the passenger’s ticket.

“Interline Agreement” means an agreement between two or more carriers to co-ordinate the transportation of passengers and their baggage from the flight of one air carrier to the flight of another air carrier (through to the next point of stopover).

“Interline Itinerary” means all flights reflected on a single ticket involving multiple air carriers. Only travel on a single ticket is subject to the Agency’s Decision No. 144-A-2014 related to Interline Baggage Rules for Canada provided the origin or the ultimate ticketed destination is a point in Canada.

“Interline Travel” means travel involving multiple air carriers listed on a single ticket that is purchased via a single transaction.



“Marketing Carrier” means the carrier that sells flights under its code.

“Most Significant Carrier (MSC)” is determined by a methodology, established by IATA (Resolution 302), which establishes, for each portion of a passenger's itinerary where baggage is checked through to a new stopover point, which carrier will be performing the most significant part of the service. For travelers under the Resolution 302 system, the baggage rules of the MSC will apply. For complex itineraries involving multiple checked baggage points, there may be more than one MSC, resulting in the application of differing baggage rules through an itinerary.

“Most Significant Carrier (MSC) – IATA Resolution 302 as conditioned by the Agency” means that in this instance, the MSC is determined by applying IATA Resolution 302 methodology as conditioned by the Agency in its Decision No. 144-A-2014. The Agency's reservation has stipulated that only a single set of baggage rules may apply to any given interline itinerary. The aim of the Agency's reservation is to allow the selecting carrier to use the MSC methodology to determine which carrier's baggage rules apply to an international interline itinerary to or from Canada, while reinforcing the role of tariffs in the determination of which carrier's rules apply.

“Operating Carrier” means the carrier that operates the actual flight.

“Participating Carrier(s)” includes both the selecting carrier and down line carriers who have been identified as providing interline transportation to the passenger by virtue of the passenger's ticket.

“Selected Carrier” means the carrier whose baggage rules apply to the entire interline itinerary.

“Selecting Carrier” means the carrier whose designator code is identified on the first flight segment of the passenger's ticket at the beginning of an interline itinerary issued on a single ticket whose origin or ultimate destination is in Canada.

“Single Ticket” is a document that permits travel from origin to destination. It may include interline/code-share and intra-line segments. It may also include end-to-end combinations (i.e., stand alone fares that can be bought separately but combined together to form one price).

“Summary Page at the end of an Online Purchase” is a page on a carrier's Web site which summarizes the details of a ticket purchase transaction just after the passenger has agreed to purchase the ticket from the carrier and has provided a form of payment.

“Ultimate Ticketed Destination” means in situations where a passenger's origin is a non- Canadian point and the itinerary includes at least one stop in Canada, as well as at least one stop outside of Canada. If the stop in Canada is the farthest checked point and the stop is more than 24 hours, the Agency would consider the ultimate ticketed destination to be Canada.



- 1) Applicability
  - a) This Rule is applicable to all interline itineraries issued on a single ticket whose origin or ultimate ticketed destination is in Canada.
  - b) It establishes how the carrier will determine which carrier's baggage rules apply to any passenger's entire interline itinerary.
- 2) General
  - a) For the purposes of interline baggage acceptance:
    1. the carrier whose designator code is identified on the first segment of the passenger's interline ticket will be known as the selecting carrier.
    2. any carrier who is identified as providing interline transportation to the passenger by virtue of the passenger's ticket will be known as a participating carrier.
- 3) Baggage rule determination by selecting carrier

Checked baggage

  - a) The selecting carrier will:
    1. Select and apply its own baggage rules as set out in its tariff to the entire interline itinerary.

OR

  2. Select the MSC, as determined by IATA Resolution 302 as conditioned by the Agency , in order for that carrier's baggage rules, as established in its tariff, to apply to the entire interline itinerary.
  - b) The carrier identified by means of (a) or (b) will be known as the selected carrier.
  - c) Scenario 1 – international interline (5T YFB-YOW AC YOW-LHR)
    1. In this scenario, the Carrier will apply AC's baggage rules as AC is the most significant marketing carrier on the journey.
  - d) Scenario 2 – trans-border interline (5T YZF-YEG WS YEG-LAS)
    1. In this scenario, the Carrier will apply WS baggage rules as WS is the most significant marketing carrier on the journey.

Carry-on baggage

  - e) Each operating carrier's carry-on baggage allowances will apply to each flight segment in an interline itinerary. Notwithstanding, the carry-on baggage charges that will apply to the entire interline itinerary will be those of the selected carrier.
- 4) Baggage rule application by participating carrier



- a) Where the carrier is not the selected carrier on an interline itinerary but is a participating carrier that is providing transportation to the passenger based on the ticket issued, the carrier will apply as its own the baggage rules of the selected carrier throughout the interline itinerary.
- 5) Disclosure of baggage rules
- Summary page at the end of an online purchase and e-ticket disclosure
- a) For baggage rules provisions related to a passenger's 1st and 2nd checked bag and the passenger's carry-on baggage (i.e., the passenger's "standard" baggage allowance), when the carrier sells and issues a ticket for an interline itinerary, it will disclose to the passenger on any summary page at the end of an online purchase and on the passenger's itinerary/receipt and e-ticket at the time of ticketing the baggage information relevant to the passenger itinerary as set out in paragraph (2) below. The disclosed information will reflect the baggage rules of the selected carrier.
- b) The carrier will disclose the following information:
1. name of the carrier whose baggage rules apply;
  2. passenger's free baggage allowance and/or applicable fees;
  3. size and weight limits of the bags, if applicable;
  4. terms or conditions that would alter or impact a passenger's standard baggage allowances and charges (e.g. frequent flyer status, early check-in, pre-purchasing baggage allowances with a particular credit card);
  5. existence of any embargoes that may be applicable to the passenger's itinerary; and,
  6. application of baggage allowances and charges (i.e., whether they are applied once per direction or if they are applicable at each stopover point).
- c) The carrier will provide this information in text format on the passenger's e-ticket confirmation. Any fee information provided for carry-on bags and the first and second checked bag will be expressed as specific charges (i.e., not a range).

Web site disclosure

- d) The carrier will disclose on its Web site, in a convenient and prominent location, a complete and comprehensive summary of all of the carrier's own baggage rules, including information concerning:
1. The maximum weight and dimensions of passenger bags, if applicable, both checked and unchecked;
  2. The number of checked and unchecked passenger bags that can be transported and the applicable charges;
  3. Excess and oversized baggage charges;



4. Charges related to check in, collection and delivery of checked baggage;
5. Acceptance of and charges related to special items, e.g. surf boards, pets, bicycles;
6. Baggage provisions related to prohibited or unacceptable items, including embargoes;
7. Terms or conditions that would alter or impact the baggage allowances and charges applicable to passengers (e.g. frequent flyer status, early check in, pre-purchasing baggage allowances with a particular credit card); and,
8. Other rules governing treatment of baggage at stopover points, including passengers subject to special baggage allowances or charges.



## Rule 55: Baggage Acceptance

1) Applicability

- a) This Rule only applies to flights operated by Canadian North (“the carrier”) for single carrier (i.e. online) transportation of baggage and interline transportation of baggage where the carrier is selected to apply its own baggage rules to an entire interline itinerary.

2) General conditions of acceptance of checked and unchecked baggage

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

a) Checked baggage

1. Once the carrier takes possession of the passenger’s checked baggage, the carrier 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 bag will be affixed with the corresponding remaining portion of the tag.
2. Subject to the provisions of this tariff related to mobility aids and musical instruments, 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.

*NOTE: For additional provisions related to the transportation of assistive devices for persons with disabilities, refer to:*

- a. [Rule 70(G), Acceptance of mobility aids and other assistive devices]

*NOTE: For additional provisions related to the transportation of musical instruments, refer to Rule 56(E)(2), Acceptance of Musical Instruments as Baggage.*

b) Unchecked baggage (carry-on baggage)

1. Unchecked baggage must be within the carrier’s size and weight limits to be taken on-board the aircraft.
2. Unchecked baggage must fit under the seat located in front of the passenger or in the enclosed storage compartment in the passenger cabin of the aircraft.

*NOTE: This provision does not apply to assistive devices for persons with disabilities. For provisions related to the transportation of assistive devices for persons with disabilities, refer to:*

- a. [Rule 70(G), Acceptance of mobility aids and other assistive devices]





3. Electronic Devices

- a. The following articles may be carried on board provided they meet carry-on baggage rules with respect to the number of pieces, dimensions, weight and storage and provided they are not operated on board during flight: portable / cellular / Satellite telephones, portable televisions, transmitters, portable radios or any other device as mentioned by the flight crew. Should any of these devices be operated or should any other device in the possession of the passenger(s) cause interference to aircraft navigation system, a member of the crew may require the device to be turned off or removed from the possession of the passenger(s) for the duration of the flight.

3) Baggage allowance

a) Standard Checked Baggage Allowance

1. All passengers with confirmed reservations are allowed to check baggage within the criteria and at the applicable fees in the table below, unless otherwise stated in section 23.1.1 Exceptions. Baggage which is oversize, overweight and/or in excess of this standard allowance is subject to RULE 55 (E)(1).

1st Bag	Maximum weight and/or size as outlined in RULE 22.2	\$25.00 CAD
2nd Bag	Maximum weight and/or size as outlined in RULE 22.2	\$35.00 CAD

*NOTE: All charges are subject to applicable taxes.*

*Exceptions*

2. Articles carried in addition to stated maximum in addition to the maximum allowances provided in paragraphs (1) and (2) above, each fare-paying passenger may carry, without additional charge, the following articles of baggage only when retained in the passenger's custody (except items 8., 9., 10., 11.)
  - a. A handbag or pocketbook
  - b. An overcoat or wrap
  - c. A foot rug
  - d. An umbrella or walking stick
  - e. Camera and/or a pair of binoculars
  - f. Reasonable amount of reading matter for the flight
  - g. An infant's food for consumption en route
  - h. An infant's carrying seat or bassinet



- i. A fully collapsible stroller (umbrella style) or playpen

*Exception: The collapsible stroller or playpen will be accepted as checked baggage only.*

- j. Collapsible wheel chair, crutches or braces on the same flight with an incapacitated passenger dependent on the device
- k. For passengers travelling on 'IT-Inclusive Tour STOUR' fares only; one of either a rod or rifle case or bow case.
- l. Aurora Rewards Members are permitted the allowance as outlined in the terms and conditions of their current membership.
- m. Allowances which are dependent on the class of fare or brand purchased on the reservation and subject to the terms and conditions of such fare.
- n. Additional exceptions to the standard free baggage allowance may apply as outlined in a Group or Corporate Travel Agreement with the Carrier.

b) Pooled Baggage

- 1. When two or more passengers traveling to the same destination on the same flight present themselves and their baggage at the same time and place, their maximum allowance will be the sum of their individual maximum allowances. Baggage in excess of the combined maximum allowance will be subject to the excess baggage charge.

*NOTE: Baggage allowance and acceptance are restricted to travel on the Carrier's operated flights only. Refer to RULE 54 for interline/codeshare itineraries.*

c) Unchecked baggage (carry-on baggage)

- 1. Passenger will be allowed two (2) piece of cabin baggage which combined must fit within the maximum dimensions outlined below.

*NOTE: Carry-on baggage is not permitted on flights 5T830/5T831 operated by Kenn Borek. Passengers are still permitted to carry personal items.*

- 2. No single piece or combination of pieces should exceed 22LBS/10KGS
- 3. The maximum dimensions cannot exceed those shown below. If the cabin baggage will not fit into the sizing device or if the item will not fit into the template mounted in front of the x-ray machines it is considered too big and must be checked as



checked baggage, as such, the conditions in this tariff for checked baggage shall be applied.

4. Size / Weight Limits
  - a. BOEING 737
    - 26CM X 46CM X 56CM
    - 10" X 18" X 22" (INCHES)
    - 22LBS/10KG
  - b. ATR-42
    - 23CM X 41CM X 46CM
    - 9" X 16" X 18" (INCHES)
    - 22LBS/10KG
5. One of the following small personal items will be accepted in addition to the above cabin baggage allowance:
  - a. One briefcase
  - b. One laptop type computer
  - c. One purse
  - d. One garment bag
6. Special or discounted fares seated in economy class section of the aircraft
  - a. The carrier will accept for transportation assistive devices for persons with disabilities in addition to the baggage allowances set out in the charts above at no additional charge to the person. For provisions related to the transportation of assistive devices for persons with disabilities, refer to:
    - (a) [Rule 69(G), Acceptance of mobility aids and other assistive devices], or
    - (b) [Rule 70(G), Acceptance of mobility aids and other assistive devices], and/or
    - (c) [Rule 71(G), Acceptance of aids.]
  - b. If a passenger exceeds the maximum number of bags permitted and/or the maximum weight allowed for each bag or the maximum dimensions permitted for each checked or carry-on bag in the chart in (1) above, the passenger will be subject to the excess baggage charges set out in the chart in (E) below.

*NOTE: Musical instruments will be considered as part of the passenger's baggage allowance and there may be*



*associated fees dependent on the fare purchased. The carrier may also charge additional fees specific to the carriage of musical instruments. (See Rule 56(F), Acceptance of musical instruments as baggage).*

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

4) Collection and delivery of baggage

- a) The passenger has the right to retrieve their baggage without delay.
- b) Delivery will be made at the destination shown on the baggage tag
- c) 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.
- d) 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 must receive satisfactory proof that the baggage belongs to the passenger in question before delivering the baggage to the passenger.
- e) Acceptance of the baggage without complaint, within the time limits stipulated in Rule 120(C), Liability – domestic transportation or Rule 121(C), Liability – international transportation, 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.

5) Excess baggage

*NOTE: This provision does not apply to assistive devices for persons with disabilities. For provisions related to the transportation of assistive devices for persons with disabilities, refer to:*

*[Rule 69(G), Acceptance of mobility aids and other assistive devices], or  
[Rule 70(G), Acceptance of mobility aids and other assistive devices],  
and/or  
[Rule 71(G), Acceptance of aids.]*

- a) Where the provisions of RULE 55(C) indicate the standard number of pieces of baggage that will be carried, the piece(s) in excess of that maximum will be subject to the charges prescribed below and oversize pieces will be subject to the charges prescribed below. Where the provisions of RULE 55(C) indicate a maximum weight and/or size of baggage that will be carried, any pieces of weight and/or size in excess of that maximum will be subject to the charges prescribed in the following table.



*NOTE: Rates and Charges apply on a one way basis and assessed to passenger's final destination (if no voluntary stopover enroute) or to first point of voluntary stopover.*

3rd Bag	Travels standby based on space available, unless it is an exception to the standard allowance as per RULE 55(C)(1)(b)	\$75.00 CAD
4th Bag	Travels standby based on space available.	\$100.00 CAD
5th Bag	Travels standby based on space available.  Maximum of five (5) bags per passenger. Additional pieces must be shipped cargo.	\$100.00 CAD
Oversize	Length x Width x Height is greater than 62 in (158 cm).  Anything over 115 in (292 cm) must be shipped cargo.	\$100.00 CAD
Overweight (51 lbs to 70 lbs)	Weight is 51 lbs up to 70 lbs	\$25.00 CAD
Overweight (71 lbs to 100 lbs)	Up to a maximum of 100 lbs.  Anything over 100 lbs. (45 kg) must be shipped cargo.	\$100.00 CAD
Oversize and overweight	Maximum weight is 100 lbs. and maximum size is 115 in (292 cm).  Over 100 lbs. (45 kg) or 115 in (292 cm) must be shipped cargo.	\$100.00 CAD

*NOTE: All charges are subject to applicable taxes.*

*NOTE: In addition to the baggage allowances established based on the type of fare purchased by the passenger and any applicable excess baggage charges, the carrier, may also charge additional fees for the transportation of musical instruments. See Rule 56(F), Acceptance of musical instruments as baggage.*

- 6) Excess value declaration charge
  - a) The carrier does not offer excess value declaration for baggage.
- 7) Items unacceptable as baggage
  - a) 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 which are likely to endanger the aircraft or persons or property on-board the aircraft. These unacceptable items are specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations.
3. Items, which in the carrier's opinion, are unsuitable for carriage because of their weight, size or character, for example, fragile or perishable items.

*NOTE: Not applicable to assistive devices for persons with disabilities. For limitations on the carriage of mobility aids, refer to:*

- a. *[Rule 69(G), Acceptance of mobility aids and other assistive devices], or*
- b. *[Rule 70(G), Acceptance of mobility aids and other assistive devices], and/or*
- c. *[Rule 71(G), Acceptance of aids].*

*NOTE: Not applicable to musical instruments. For limitations on the carriage of musical instruments, refer to Rule 56(B), (C) and (E), Acceptance of musical instruments as baggage.*

4. Live animals except as provided in Rule 75, Acceptance of animals (pets and search and rescue dogs).

*NOTE: Not applicable to service animals, other service animals and emotional support animals for persons with disabilities. For limitations on the carriage of service animals, other service animals and emotional support animals, refer to:*

- a. *[Rule 69(H), Acceptance of service animals and (I), Acceptance of other service animals and emotional support animals], or*
- b. *[Rule 70(H), Acceptance of service animals and (I), Acceptance of emotional support animals], and/or*
- c. *[Rule 71(H), Acceptance of service animals and (I), Acceptance of emotional support animals].*

5. Firearms and ammunition other than for hunting or sporting purposes.
- b) Firearms and ammunition for hunting and sporting purposes will be accepted as checked baggage provided the firearms are not loaded, the safety catch is in the "on" position and the firearms are suitably packed.



The carriage of ammunition is subject to the ICAO and IATA regulations mentioned in (1)(b) above.

- c) Weapons such as antique firearms, swords, knives and other similar items may be accepted as checked baggage at the carrier's discretion, provided they are suitably packed.
- d) Fragile or perishable items, money, jewellery, precious metals, silverware, 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 as carry-on baggage if retained in the passenger's possession.

8) Right to refuse carriage of baggage

*Note: This provision does not apply to assistive devices for persons with disabilities. For limitations on the carriage of mobility aids, refer to:*

- a) *[Rule 69(G), Acceptance of mobility aids and other assistive devices], or*
- b) *[Rule 70(G), Acceptance of mobility aids and other assistive devices], and/or*
- c) *[Rule 71(G), Acceptance of aids.]*

*Note: This provision does not apply to musical instruments. For limitations on the carriage of musical instruments, refer to Rule 56(B), (C) and (E), Acceptance of musical instruments as baggage.*

- d) The carrier will refuse to carry as checked baggage any bag that the carrier has discovered to contain any unacceptable item mentioned in (G) above and when the passenger fails to provide the carrier with prior notice that they wish to carry such an item in their baggage.
- e) Unless advance arrangements have been made with the carrier, the carrier may carry on later flights baggage which is in excess of the standard baggage allowance.
- f) 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.

9) Right of search

- a) The carrier may request the passenger to permit a search to be conducted of their person and baggage. The carrier may search baggage in the passenger's absence. The purpose of any search is to ensure aircraft and passenger safety, security and to determine whether the passenger is in possession of, or the baggage contains, items mentioned in (G) above or any arms or ammunition which have not been presented to the carrier. If the passenger refuses to comply with the request for search, the carrier may refuse to carry the passenger and/or their baggage.





## Rule 56: Acceptance of Musical Instruments as Baggage

- 1) Applicability
  - a) This Rule applies to all passengers travelling with musical instruments irrespective of the type of fare on which they are travelling or have purchased.
  - b) In case of damage, loss or delay of musical instruments, the limits of liability for baggage as found in Rule 120, Liability – domestic transportation and Rule 121, Liability – international transportation in keeping with the applicable Convention will apply.
- 2) Small musical instruments as carry-on baggage
  - a) The carrier will permit a passenger to bring on-board the aircraft cabin a small musical instrument, such as a violin or flute, as part of passenger's carry-on baggage allowance according to the number and size dimensions set out in Rule 55, Baggage acceptance, if:
    1. the instrument can be stowed safely in a suitable baggage compartment in the aircraft cabin or under the passenger seat, in accordance with the carrier's requirements for carriage of carry-on baggage; and,
    2. there is space for such stowage at the time the passenger boards the aircraft.
- 3) Musical instruments as checked baggage
  - a) The carrier will permit a passenger to transport as checked baggage a musical instrument that cannot be carried in the aircraft cabin if;
    1. 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 292 centimetres (115 inches) or the applicable size restrictions established for the aircraft;
    2. the weight of the instrument (including the case) be less than 45 kilograms (100 pounds) or the applicable weight restrictions established for the aircraft;
    3. the instrument can be stowed safely and securely in accordance with the carrier's requirements; and
    4. the passenger has paid the applicable checked baggage fee.
  - b) A passenger has the option of checking suitable musical instruments if all applicable fees are paid.
  - c) 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.

- d) 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.

4) Fees

- a) Musical instruments shall be subject to the fees outlined in Rule 55 (E)1.



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## PART III – AT THE AIRPORT / DURING TRAVEL

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### Rule 60: Acceptance of Children for Travel

1) General

- a) Infants and children 11 years of age and under, accompanied in the same cabin by a passenger 12 years of age or older, will be accepted for transportation.
- b) Persons entrusted with the care of infants and children must be capable of discharging this duty.

1. Infants

- a. Infants under two years of age on the date of travel do not require a seat.
- b. For travel within Canada or between Canada and the U.S.A., infants under two years of age do not require a ticket.
- c. For travel other than within Canada or between Canada and the United States infants under two years of age require a ticket.
- d. Only one infant under the age of two years may be held in the lap of an accompanying passenger 12 years of age or older.
- e. No single passenger shall be responsible for more than one infant whether the infant is held on the lap of an accompanying passenger or a seat has been purchased for the infant and the infant is secured in an approved child restraint system (car seat).
- f. An infant under two 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).
- g. Infants under two years of age occupying a seat must be properly secured in a Transport Canada or United States Federal Aviation Administration (FAA) approved child restraint device.

2. Children

- a. All children, two years of age or older, must be ticketed and assigned a seat.
- b. All children, 12 years of age or older, will be able to travel unaccompanied without supervision and will be considered to be an adult for fare purposes.



- c. All children, 12 years of age or older, may accompany other infants and children under 12 years old and will be considered as adults for the purposes of travel and will be charged the applicable adult fare.

2) Acceptance of infants and children

a) For travel within Canada or between Canada and the United States

Age	Accepted	Conditions
Newborn to 23 months (infant)  NOTE: Newborn to 7 days require their physician to attest to the infant's fitness to travel.	Yes	Only one infant is permitted per adult passenger. The infant may travel free of charge when the infant is held on an accompanying adult's lap.  An infant for whom a seat is purchased must be properly secured in an approved child restraint device and will be assessed the applicable fare.
2 to 11 years old (child)	Yes	These passengers are considered to be a child for the purpose of air travel and will pay the applicable child's fare if available, when accompanied by a ticketed passenger <b>12</b> years of age or older for the entire trip.  These passengers must be either supervised by a passenger of 12 years or older or use the carrier's unaccompanied minor services, where applicable for children ages 5 and up who are travelling alone. (See Rule 65, Unaccompanied minors)  The use of an approved child restraint device is optional for children age two and up.
12 years and older	Yes	These passengers are considered to be adults for the purpose of air travel and will pay the applicable adult fare.  These passengers are eligible to travel unaccompanied and unsupervised. Furthermore, they may accompany infants/children 7 days to 11 years old.

- b) For international transportation to and from Canada shall follow the above table.

3) 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.

- a) For travel between Canada and the United States, passengers under 18 years of age require a valid passport or a Nexus card.



- b) For all international transportation, in addition to the above, the carrier may require presentation of the following documents when children are travelling by air:
1. Passport;
  2. Documents establishing legal custody;
  3. Consent letter authorizing travel (e.g. when child is taking a trip alone or with only one parent);
  4. Supporting identification, such as a birth certificate or citizenship card;
  5. Other legal documents, such as divorce papers, custody court orders or a death certificate (if one parent is deceased);
  6. 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.
- 4) Unaccompanied minors
- a) For complete details on minors travelling unaccompanied, refer to Rule 65, Unaccompanied minors.



## Rule 65: Unaccompanied Minors

- 1) General
  - a) For purposes of this Rule, “guardian” is any person having responsibility over the welfare of a “minor”.
  - b) The carrier offers a supervision service called the unaccompanied minor service (UM service) for all minors who have achieved the minimum age of 5 years. This service is either mandatory or optional, depending upon the age of the minor.
- 2) Age restrictions
  - a) Minors less than 5 years of age are not eligible to use the UM service, and must always be accompanied by their parent or a person who is at least 16 years old when travelling.
  - b) Minors aged between 5 and 11 years of age may only travel unaccompanied if they are using the UM service, outlined below.
  - c) Minors from age 12 up to a maximum of 18 years of age can also use the UM service at the request of their parent/guardian. Please note, however, that if a guardian requests the UM service for a minor between these ages, all travel restrictions applicable to the UM service will apply.
- 3) Travel restrictions
  - a) The UM service is available on:
    1. non-stop flights; or
    2. direct flights (a direct flight makes a stop but there is no change of aircraft);
    3. Connecting flights (flight number change) so long as the connection time at the intermediary airport is scheduled to be less than 2 hours.
    4. For connecting flights (flight number change) with a connection time at the intermediary airport that is scheduled to be more than 2 hours, the guardian shall arrange for a tutor to meet the child at the intermediary airport upon deplaning and must stay with the child until enplaned.
- 4) Fares and charges
  - a) Unaccompanied minors travelling on the UM service provided by the carrier will be subject to the applicable adult fare.
  - b) When two or more minors are traveling together, only one UM service charge in each direction will apply.
  - c) The service charge for unaccompanied minors is \$100.00 CAD per family per direction + applicable taxes.



- 5) Conditions of application for unaccompanied travel
- a) Arrangements and registration for the UM service must be made at least 90 minutes prior to departure with the carrier.
  - b) The minor must be brought to the airport of departure by a parent/guardian who remains with the minor until the carrier starts providing supervision. The parent/guardian will complete all the required documents which include providing the carrier with satisfactory evidence that the minor will be met by another parent/guardian or other responsible person.
  - c) The parent/guardian or other responsible person who will be meeting the unaccompanied minor at the destination airport must have photo identification which will allow the carrier personnel to identify this person as the appropriate person designated to meet the minor.
  - d) The parent/guardian will be required to remain at the airport of departure until the aircraft has departed.
  - e) The parent/guardian must provide the carrier with the name and phone number of a person who can be contacted in case of emergency during the time the minor is in the carrier's care.
  - f) Unaccompanied minors will not be accepted if the flight on which the minor holds a reservation is expected to terminate short of, or bypass the minor's destination (Weather advisory).
  - g) Once the minor is under the carrier's care, the minor will be provided supervision by the carrier until they are met at destination by a parent/guardian or other responsible person who can confirm to carrier personnel by means of photo identification that they are the person(s) designated to meet the minor.
  - h) Confirmed reservations must be booked for unaccompanied minors. Standby travel is not permitted.
  - i) Minors who require assistance in taking required medication, or who have an allergy that requires them to carry an epi-pen, or who require a special service code (SSR) of DEAF, or BLND, or who have a disability that may hinder their success if they are not travelling with a parent or guardian, will not be accepted for travel unaccompanied.

*Note: For provisions related to medical information and/or documents that are required by the carrier, refer to:*

- 1. *[Rule 69(F)(5), Services – information and/or documents required to be filed with the carrier], or*
- 2. *[Rule 70(F)(2), Services for which advance notice is required], and/or*
- 3. *[Rule 71(F)(2), Services for which advance notice is required],*
- 4. *[Rule 105, Refusal to transport].*



6) Carrier's responsibility

With the exception of the service specifically provided to an unaccompanied minor under this RULE, the Carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

7) Child Responsibility Form

A parent/guardian may allow their child under 12 years of age to be accompanied by another adult listed on the same flight to the same destination rather than travel as an unaccompanied minor as outlined above. The parent/guardian and accompanying adult must complete the CN1578 Child Responsibility Form provided by the airport counter in full prior to check-in. This arrangement will not be permitted for travel on flights with an anticipated interruption (i.e. landing subject to weather).



**Rule 70: Carriage of Persons with Disabilities – Small Carrier Non-ATPDR  
Operating Aircraft with 30 or more Passenger Seats**

- 1) Application
  - a) This rule applies to the transportation of persons with disabilities by Canadian North, which is a Small Carrier Non-ATPDR, that operates aircraft with 30 or more seats on its domestic transportation services.
  - b) Pursuant to Rule 5(A)(1), Application of tariff, this rule applies to the transportation of all persons with disabilities on all flights marketed and operated by Canadian North, and in respect to all flights marketed by Canadian North. Such as 5T flights operated by Kenn Borek, Summit Air, or other carrier operating on behalf of Canadian North.
- 2) Acceptance for carriage
  - a) The carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance, unless doing so would impose undue hardship on the carrier, for example if it would jeopardize security, public health or public safety.
  - b) 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.
  - c) 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:
    1. 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;
    2. any relevant rule, policy, procedure or regulation; and,
    3. the duration of the refusal and the conditions, if any, under which the carrier would accept the person for transport.

*See also: Rule 105(B), Refusal to transport, removal of passenger and Rule 105(B)(1)(f)(iv), Refusal to transport, passenger's condition, medical clearance.*
- 3) Reservations – information about services and seating assignments
  - a) If a person with a disability identifies the nature of their disability when making a reservation with a carrier, the carrier will:
    1. discuss with the person their needs in relation to their disability and the services offered by the carrier in relation to those needs;
    2. 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;

3. 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; and
  4. where a person is travelling with a support person, ensure that the person and the support person are seated together.
- b) 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. The carrier will also advise the person that the information and/or documents must be filed within 48 hours and that the assessment of the request may take up to 2 business days after receipt of the information and/or documents.
- 4) Confirmation of services and communication of information
- a) The carrier will indicate in the record of a person's travel reservation the services that the carrier will provide to the person.
  - b) The carrier will provide a written confirmation of the services that it will provide to the person.
  - c) 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.
- 5) Services for which no advance notice is required
- a) The services identified in (3) below will be provided at no additional fare or charge.
  - b) The carrier will not require a person with a disability to file information and/or documents, including a medical certificate, to support any request for services identified in (3) below.
  - c) Upon request, the carrier will:
    1. Assist passengers with disabilities for which an attendant is not required.
    2. Reasonably accommodate special seating requirements as a result of medical conditions, or injury.

Disability	Attendant Required
Blind	No
Deaf	No
Intellectually Disabled/Self-Reliant	No
Ambulatory/Self-Reliant	No



*NOTE: For carrier responsibilities related to disembarkation of persons with disabilities when a flight is delayed on the tarmac at an airport in Canada, see Rule 92(C)(4) – Priority disembarkation.*

- 6) Services for which advance notice is required
- a) The services identified in (3) below will be provided at no additional fare or charge.

Every reasonable effort

- b) 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

- c) 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 at least 48 hours prior to the scheduled time of departure of the person's flight:
1. Assist the person with registration at the check-in counter;
  2. Assist the person in proceeding to the boarding area;
  3. Assist the person in boarding and deplaning;
  4. Periodically inquire about the needs of the person who is in a wheelchair, is not independently mobile and is waiting to board an aircraft, and attend to those needs;
  5. Allow the person, upon request, to board the aircraft in advance of other passengers, where time permits and where a person with a disability requests assistance in boarding or seating or in stowing carry-on baggage;

*NOTE: The carrier can require a person to board the aircraft in advance of other passengers in order that it has sufficient time to provide assistance even if the person with a disability does not request to do so, or the carrier can require a person to board after the other passengers if the person arrives at the boarding area after the end of priority boarding.*

6. Assist the person in stowing and retrieving carry-on baggage and retrieving checked baggage;
7. 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;
8. Assist the person in moving to and from an aircraft lavatory;



9. Assist the person in proceeding to the general public area or, in some cases, to a representative of another carrier;
10. Transfer the person between the person's own mobility aid and a mobility aid provided by the carrier;
11. Transfer the person between a mobility aid and the person's passenger seat;
12. Serve the person special meals, where available, and provide limited assistance with meals, such as opening packages, identifying items and cutting large food portions;
13. Periodically inquire with the person during a flight about a person's needs and attend to those needs where the services are usually provided by the carrier or required to be provided under this provision;
14. Assist and brief passengers who supply their own Portable Oxygen Concentrator

Services – information and/or documents required to be filed with the carrier

- d) 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 for a service noted below:

1. CN0434 – Fitness to Travel – Medical Travel
2. Provide and/or accommodate medical oxygen, both carrier supplied, and passenger supplied.
3. Provide carrier supplied Portable Oxygen Concentrator.
4. Accommodate patient passengers who require a stretcher.
5. Assist passengers with disabilities for which an attendant is required.

<b>Disability</b>	<b>Attendant Required</b>
Blind and Deaf	Yes
Intellectually Disabled/Non-self-reliant	Yes
Ambulatory/Non-Self-reliant	Yes
Non-ambulatory/Self-reliant	Yes
Non-ambulatory/Non-self-reliant	Yes
Stretcher Passenger	Yes
Incubator Passenger	Yes

- 7) Acceptance of mobility aids and other assistive devices
- a) The carrier will accept for carriage, free of charge, in addition to the regular baggage allowance, and as priority baggage, mobility aids and any other assistive devices, subject to any safety or security restrictions that would prevent such a device from being transported.
  - b) Where a mobility aid is accepted for carriage, the carrier will:



1. disassemble and package, where necessary, the aid for transportation and unpackage and reassemble the aid upon arrival; and
  2. return the aid promptly upon arrival.
- c) Where the carrier operates aircraft with less than 60 seats, it will refuse to transport an electric wheelchair, scooter or manually operated rigid-frame wheelchair where aircraft design does not permit the carriage of the aid, for example, if the weight or size of the mobility aid exceeds the capacity of lifts or ramps, or the doors to baggage compartments are too small for the mobility aid, or transportation of the mobility aid would jeopardize aircraft airworthiness.

*NOTE: Mobility aids accepted as checked luggage must weigh less than 100 LBS/45 KGS, and must have linear dimensions smaller than 115IN/292CM.*

- d) Where a carrier refuses to transport a mobility aid for any of the reasons above, the carrier will:
1. inform the person of the reason for refusal at the time of refusal; and,
  2. 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.
- e) Where space permits, the carrier will store a person's manual folding wheelchair in the passenger cabin during the flight.
- f) 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:
1. a walker, a cane, crutches or braces;
  2. any device that assists the person to communicate; and
  3. 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 Rule 120(B)(3), Liability – Domestic Transportation, Mobility aids or Rule 121(B)(3), Liability – International Transportation, Mobility aids.*

- 8) Stretcher passengers
- a) Acceptance
    1. The Carrier will only accept stretcher passengers and their attendants on aircraft types which can accommodate them.
  - b) Specifications
    1. The Carrier will allow the hospital and/or ambulance service to use own stretcher board.



2. A stretcher passenger using a stretcher board supplied by the Carrier needs the approval of his/her physician to be transferred from the ambulance stretcher to the stretcher board. The ambulance attendants must perform the transfer.
  3. It is the responsibility of the ambulance attendants to board and deplane the stretcher passenger at all points of the journey. Ramp attendants will secure the stretcher to the aircraft.
  4. The Carrier does not provide medical equipment other than the stretcher board.
  5. Stretcher and/or stretcher board will be returned as cargo to point of origin free of charge on a space available basis. Pick-up and delivery to be arranged by the ambulance, or hospital.
- c) Requirements
1. A Fitness to Travel form must be signed by the passenger's physician. This form must be submitted to the Carrier's Meda Desk prior to departure.
  2. Forms are available online at [www.canadiannorth.com](http://www.canadiannorth.com), from the Carrier's Airport locations, some travel agencies and can be requested from the Carrier's Meda Desk.
  3. This service requires a minimum of 48 hours' notice prior to departure.
- d) Attendant
1. Attendants will be charged the same class as the stretcher for the portion in which the attendant is accompanying/attending the stretcher passenger. In the event that the applicable inventory is not available, the Carrier will book into an alternate available class of service but charge the lowest regular published fare. The attendant must be in possession of a completed Fitness to Travel Form. The form must be completed by the passenger's physician stating the requirement for an attendant, regardless of whether the attendant fare is being used or not. Prior to ticket issuance the completed form must be received by the Carrier Meda Desk prior to departure. Forms are available online at [www.canadiannorth.com](http://www.canadiannorth.com), from the Carrier's Airport locations, some travel agencies and can be requested from the Carrier's Meda Desk.
  2. This service requires a minimum of 48 hours' notice prior to departure. Attendant fares are valid on flights operated by the Carrier only. For code-share or interline flights passengers must contact the operating carrier directly.



e) Stretcher Fare

1. The Stretcher passenger will be assessed a fare equal to 6 times the adult full economy (Y SuperFlex) one way fare plus all applicable taxes, service charges and fees. Passengers are responsible to contact the operating carrier for code-share and interline flights.

f) Medical Clearance

1. The Carrier will not automatically require medical clearance from persons with disabilities as a condition of travel. Rather, the Carrier may, in good faith and using its reasonable discretion, determine that a person with a disability requires medical clearance where their safety or well-being, or that of other passengers, cannot be guaranteed. Where the Carrier refuses to transport a passenger for such reasons, an explanation must be provided at the time of refusal. Medical clearance refers to the completion of the Carrier's Incapacitated Passenger Declaration form or other acceptable form by the person's physician. Forms are available online at [www.canadiannorth.com](http://www.canadiannorth.com), from the Carrier's Airport locations, some travel agencies and can be requested from the Carrier's Meda Desk.

g) Refusal to Transport or Removal from Aircraft for Persons with Disabilities

1. The Carrier will, using its reasonable discretion, refuse transport or remove at any point any passenger as required according to the guidelines outlined below.
2. Passenger's Condition
  - a. When the passenger's actions or inactions prove to the carrier that his/her mental, intellectual or physical condition is such as to render him/her incapable of caring for himself/herself without assistance or medical treatment enroute unless:
    - (a) The passenger is accompanied by a ticketed personal attendant who will be responsible for assisting with the passenger's needs enroute 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) With the care of such attendant he/she will not require unreasonable attention or assistance from the Carrier's personnel.

*EXCEPTION: (For transportation within Canada) the Carrier will accept the determination of a person with a disability as to self-reliance as per RULE 105 (B) f.*



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

- (c) When the passenger has a contagious disease, contagious being a disease which can be transmitted in the air or by touch. Not to be confused with other communicable disease which can only be transmitted by exchange of body fluid or,
- (d) When the passenger has an offensive odour.

3. Medical Clearance

- a. 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. In these circumstances, the Carrier can require the passenger to provide medical clearance that then must be accepted by the Carrier's MEDA desk as a condition of the passenger's acceptance for subsequent travel. The Carrier may refuse transportation to the person posing such hazard or risk.

4. Failure to Provide a Suitable Escort

- a. When the passenger requires an escort due to a mental disorder and under care of a psychiatric institution or in the custody of law enforcement personnel or other responsible authority and the necessary arrangements have not been made with the carrier in advanced of the departure of the flight.
- b. However, the carrier will accept escorted passengers under the following conditions when the passenger appears to have a mental disorder and under care of a psychiatric institution or in custody of law enforcement personnel or other responsible authority:
  - Medical authority furnishes assurance, in writing, that an escorted person with a mental disorder can be transported safely.
  - Only 1 escorted passenger(s) will be permitted on a flight.
  - Request for carriage is made at least 48 hours before scheduled departure.
  - Acceptance is for online travel only.
  - The escort must accompany the escorted passenger at all times.





- Passenger in custody of law enforcement personnel or other responsible authority must be manacled.

h) Seating Restrictions and Accommodations

1. Persons with disabilities will not be permitted to occupy seats in designated emergency exit rows. Advance seat selection is not permitted and seats will be assigned manually. The Carrier will assign seats that are the most appropriate for the passenger's condition and needs.
2. Complimentary extra seat(s):
  - a. The Carrier will offer one or more extra seats on flights operated by the Carrier, when persons
    - are disabled and required, pursuant to this rule, to be accompanied by an attendant;
    - are disabled by obesity and as a result thereof cannot fit in one seat; and
    - are disabled and by reason thereof are otherwise unable to fit in one seat.
  - b. When extra seat(s) are needed pursuant to the paragraph above, the passenger must provide an Incapacitated Passenger Declaration Form. The medical clearance will be valid for a period of 2 years. The passenger is required to inform the Carrier of any significant change in the information provided in the context of the medical clearance process. The Carrier reserves the right to review the medical clearance before the expiry of the 2 year validity period at its discretion.
  - c. If the passenger's desired routing will involve interline travel on both the Carrier and another carrier, or the Carrier's code-share flights operated by another carrier, the passenger must contact each operating carrier directly in order to reserve space. In order to minimize passenger inconvenience and avoid unnecessary duplication of paperwork, the Carrier will accept a completed Air Canada "Fitness for Travel" form for passengers required to book separate tickets on both the Carrier and Air Canada.
3. The passenger will not be charged any taxes, fees or surcharges that may apply to the extra seat.

i) Attendant Fares





1. An attendant who accompanies and cares for a passenger with a disability during flight, will not be charged any fare when accompanying a fare paying passenger, but will be charged applicable taxes, fees and charges. A medical certificate for the assisted passenger will be required.
- j) Infant restraint devices
1. An adult travelling with an infant may, at his/her discretion, reserve a seat for the purpose of installation of an approved infant restraint device as described below. However, only one infant may travel with each adult whether or not a seat has been purchased for the infant. The fare for infants occupying a seat using an approved infant restraint device will be 50% of the applicable adult fare.
  2. Terms and Conditions
    - a. The infant must be properly secured in an infant restraint device which was manufactured on/after January 1, 1991 and which meets:
      - MVSS 213 – Canada Motor Vehicle Safety Standard / If Made In Canada
      - CMVSS 213/1 - Canada Motor Vehicle Safety Standard / If Made In Canada
      - FMVSS 213 – Federal Motor Vehicle Safety Standard / If Made In USA

*NOTE: Must contain the following information:*

*This restraint is certified for use in motor vehicles and aircraft.*

*If made in another country must display an inspection sticker, which states that the device is certified for use onboard an aircraft.*
    - b. Instructions for the proper use of the device and its weight stature capacities must also be prominently displayed on the device. Use of the device may be prohibited if, in the opinion of the Carrier's personnel, the infant exceeds the prescribed capacity limits.
    - c. The device shall at all times be properly secured in a seat adjacent to an accompanying adult who is familiar with the proper method of releasing the infant from the device. The device may not be located:
      - (a) In an emergency exit row; or,
      - (b) In a seat which would prevent access to emergency or safety equipment; or



- (c) In a seat where it will block access by a person to the aisle, so it may only be placed in a window seat.
- d. The adult travelling with the infant must provide the device. The Carrier assumes no responsibility for the provisions of approved restraint devices described above.

3. Infant Seating

- a. There must not be more persons seated in a row than there are oxygen masks.
- b. Confirmed revenue passengers are not permitted to use Infant Restraint Devices unless they possess a valid infant ticket for the child. Baby-booster or cuddle seats are not acceptable as Infant Restraint Devices.

k) Pre-planned oxygen service

1. Passenger Supplied Oxygen

The Carrier will accept passenger supplied gaseous oxygen cylinders or portable oxygen concentrators for in-flight use on all flights operated by the Carrier within Canada permitting the following conditions are met. It will be the passenger's responsibility to make arrangements for oxygen service on the operating carrier in the case of code-share flights or interline travel.

- a. Conditions for Acceptance of Gaseous Oxygen Cylinders Supplied by Passengers
- A minimum of 48 hours' notice must be provided.
  - The Carrier will accept a total of two (2) passenger owned oxygen cylinders in the cabin of all aircraft on domestic flights only. This may include two (2) passengers with one (1) cylinder each or one (1) passenger with two (2) cylinders.
  - Refrigerated liquid oxygen is forbidden for air transport at all times.
  - Cylinders MUST NOT exceed 5 kg (11 lb.).
  - Cylinders MUST be free of cracks, defects or visible damage.
  - Cylinders MUST be fitted with a permanent, securely connected regulator. As regulators are forbidden from being changed in-flight, each cylinder MUST have its own regulator.
  - Cylinders without a permanent regulator will NOT be accepted.



- Cylinders must have a tag/label/or letter of certification that indicates the equipment has been maintained by a Canadian supplier and has been hydrostatic tested, that the gauge does not exceed the rated cylinder pressure and that the cylinder conforms to Transportation of Dangerous Goods regulations.
- Passengers must be trained on the operation of their oxygen cylinder or travel with a personal attendant who is trained in the operation. Passengers will be required to demonstrate that they and/or their attendant are capable of operating the regulator, that the regulator on each cylinder is fully functional, and that the passenger is able to take a breath of oxygen from each cylinder.
- Cylinders must be an accepted model, for a list of accepted models please refer to the Carrier's website at:

<http://www.canadiannorth.com/info/onboard-oxygen>

2. Form Required for the Acceptance of Gaseous Oxygen Cylinders

- a. A Fitness to Travel form must be completed and signed by the passenger's physician or licenced health professional, stating the requirement for oxygen and the flow rate. This completed form must be submitted by fax or email to the Carrier's Meda Desk at least 48 hours prior to departure. Forms are available online at [www.canadiannorth.com](http://www.canadiannorth.com), from the Carrier's Airport locations, some travel agencies and can be requested from the Carrier's Meda Desk.

3. Inflight Requirements for Gaseous Oxygen Cylinders

- a. A containment pouch is provided to secure and restrain cylinders, including any cylinder not in use.
- b. All passengers carrying their own oxygen onboard will be provided with a pre-flight special passenger briefing and will be seated in a location where the oxygen equipment will not restrict access to any aisle, exit or use of any emergency or safety equipment.
- c. Regulators are prohibited from being changed in-flight and passengers traveling with battery-operated



- regulators should bring extra batteries to ensure the regulators operation.
- d. An able-bodied adult attendant, approved by the passenger(s) physician may accompany the oxygen passenger on flights. The attendant must be able to attend to the oxygen passenger's personal needs in-flight, special fare discounts may apply.
4. Conditions for Acceptance of Portable Oxygen Concentrators (POC) Supplied by Passengers
    - a. POCs are classified as a medical portable device. They do not contain oxygen and are accepted on domestic and US flights providing they bear a label of compliance that they have been tested in accordance with Section 21, Category M, or RTCA/DO-160E (or F) or are authorized for air transport.
    - b. No limit on quantity of POCs but a check-in edit should state that a POC is being transported by the passenger in the cabin.
    - c. A maximum of 2 spare lithium batteries are permitted ONLY in the cabin of the aircraft. Batteries must be packaged in original retail or protective package that prevents short circuits. Any exposed terminals must be taped over. Passengers should carry enough battery power for 1.5 times total travel time, as there is no in-seat power supply. POCs not intended for use inflight must have batteries removed.
    - d. POC must be an accepted model, for a list of accepted models please refer to the Carrier's website at <http://www.canadiannorth.com/info/onboard-oxygen>.
  5. Form required for the Acceptance of Portable Oxygen Concentrators
    - a. A Fitness to Travel Form must be completed and signed by the passenger's physician stating the requirement for oxygen and the flow rate. This completed form must be submitted to the Carrier's Meda Desk by fax or e-mail at least 48 hours prior to departure. Forms are available online at [www.canadiannorth.com](http://www.canadiannorth.com), from the Carrier's Airport locations, some travel agencies and can be requested from the Carrier's Meda Desk.
    - b. The form must be presented to BOTH the check-in agent and in-charge Flight Attendant, prior to boarding.
  6. Inflight Requirements for POCs



- a. Fitness to Travel FORM must be presented by passenger to In-Charge Flight Attendant and PIC.
- b. POC and accessories must be securely stowed under the seat in front of the passenger or in the overhead bin when not in use.
- c. POCs in portable trolleys must be stowed on their side to ensure they fit under the seat.
- d. Passengers may continue to operate the POC while moving about the cabin.
- e. Spare batteries must be carried as carry-on baggage, must be properly packaged to avoid short circuits and must provide an adequate supply of power for the duration of the passenger's travel time, including any unanticipated delays. There is no AC power available onboard the aircraft.
- f. Passengers with POCs must be seated in a location where the oxygen equipment will not restrict access to any aisle, exit or use of any emergency or safety equipment.
- g. Passengers with POCs are provided with an individual pre-flight safety briefing.
- h. Passengers must be knowledgeable in the operation of their POC including how to troubleshoot alarms and are advised to travel with the operator's manual. Passengers should have the cognitive and sensory capacity to detect any alarm indications and be capable to respond to problems with the operation of the unit. If the POC fails during flight, the flight deck will be notified and the physician's statement for recommended flow rate will be consulted if first aid oxygen is required by the passenger.
- i. POCs must not cause interference with the electrical navigation or communication equipment on board the aircraft.
- j. An able-bodied adult attendant, approved by the passenger(s) physician may accompany the oxygen passenger on flights. The attendant must be able to attend to the oxygen passenger's personal needs in-flight, special fare discounts may apply.

7. Carrier Supplied Oxygen

- a. The Carrier will provide in-flight oxygen service on all flights operated by the Carrier permitting the following conditions are met:



- Passenger(s) requiring the Carrier to supply in-flight oxygen will be required to give the Carrier at least 48 hours notice that in-flight oxygen will be needed.
- It will be the passenger's responsibility to make arrangements for oxygen service on the operating carrier in the case of code-share flights or interline travel.
- Carrier supplied oxygen is subject to availability.

8. Forms Required for Canadian North Supplied Oxygen

- a. An Incapacitated Passenger Declaration Form must be signed by passenger(s) physician stating oxygen requirements and flow rate. Form must be submitted to the Carrier's Meda Desk prior to departure. Forms are available online at [www.canadiannorth.com](http://www.canadiannorth.com), from the Carrier's Airport locations, some travel agencies and can be requested from the Carrier's Meda Desk.
- b. An able-bodied adult attendant, approved by the passenger(s) physician may accompany the oxygen passenger on flights. The attendant must be able to attend to the oxygen passenger's personal needs in-flight, special fare discounts may apply.



### **Rule 75: Acceptance of Animals (Pets and Search and Rescue Dogs)**

Animals accepted as Pet in Cabin and checked baggage are small household domesticated animals which include: Dogs, Cats, Ferrets, Rabbits, Hamsters, and Birds.

The carrier will agree to carry animals subject to the following provisions:

- 1) General
  - a) Arrangements must be made 48 hours in advance with the carrier before any animal will be accepted for carriage as either Pet In Cabin or Checked Baggage. This is to ensure the animal can be accommodated on the aircraft type/routing.
  - b) The passenger must make all arrangements and assume full responsibility for complying with any applicable laws, customs, and/or other governmental regulations, requirements, or restrictions of the country, state, province or territory to which the animal is being transported.
  - c) The carrier will accept for carriage animals as pets such as small household domesticated animals which include dogs, cats, ferrets, rabbits, hamsters, and birds, as either checked or carry-on baggage, provided the animal(s) is/are accompanied by a passenger, in compliance with the IATA Live Animal Regulations.
  - d) Animals must be contained in a clean, leak-/escape-proof cage or container/kennel with adequate space for the comfort of the animal. The cage or container/kennel must be approved by the carrier.
    1. The animal must be harmless, inoffensive, odourless, and require no attention during transit.
  - e) Before the animal is accepted for carriage, the passenger must make all necessary arrangements to obtain valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit. In the absence of such documentation, the animal will not be accepted for carriage.
  - f) When travel involves more than one carrier, the passenger should 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 animal on its own aircraft.
  - g) Interlining of animals is NOT permitted. The Carrier will not accept animals for transport on codeshare or shared designator flights marketed by the Carrier and operated by another Carrier.
  - h) For safety reasons, the carrier will not accept an animal for carriage if the animal is less than 8 weeks old, pregnant, or in heat.
  - i) Kennels/containers are to be supplied by the passenger(s).



- 2) Animals checked as baggage:
- a) The number of animals is limited by aircraft type. Customers can send up to two (2) pets in the same kennel as Checked baggage only – providing the pets have adequate space and both animals must be the same species (no cat and dog mixed together)
  - b) Due to climatic conditions. Animals will not be accepted during certain periods of the year. These black-out periods will be posted on the carrier's website or may be ascertained by contacting the carrier.
  - c) The maximum size for the container/kennel (length x width x height) must not exceed:
    - 1. 737 Aircraft: 40 x 27x 30 inches (102 x 69 x 76 centimeters)
    - 2. ATR300 Aircraft: 40x27x30 inches (102 x 69 x 76 centimeters)
    - 3. ATR500 Aircraft: 36x25x27 inches (91 x 64 x 68 centimeters)
  - d) If the container/kennel exceeds that maximum size mentioned in c) 1,2,3 above it will not be accepted for carriage
  - e) For domestic and international transportation, pursuant to the provision of the applicable convention, once an animal is accepted for carriage as checked baggage, the carrier is liable in the event of damages arising from loss, damage and delay of an animal as specified in Rule 120, Liability – Domestic Transportation and Rule 121, Liability – International Transportation.
  - f) Charge of transportation of animal and container/kennel
    - 1. Fees for transportation of each kennel/container are outlined below. All fees are subject to applicable taxes. Fees do not apply to service animals.
    - 2. If the animal is not called for within 4 hours of arrival at destination, or 1 hour after the close of normal business hours, whichever occurs sooner, the Carrier may arrange for the temporary boarding of the animal where such facilities exist.
    - 3. The owner of the animal shall be responsible for all charges associated with the temporary boarding of the animal. Where boarding facilities do not exist the carrier will charge a storage charge of \$20.00 CAD per day, or portion thereof.





Aircraft Type:	External Dimensions (inches) Length x Width x Height	External Dimensions (centimetres) Length x Width x Height	Maximum Dimensions (inches) Length x Width x Height	Maximum Dimensions (centimetres) Length x Width x Height	Flat Rate Plus applicable taxes – the maximum rate including tax is \$172.47
737 Aircraft	21 x 16 x 15	53 x 40 x 38	40 x 27 x 30	102 x 69 x 76	\$150.00
ATR Aircraft	21 x 16 x 15	53 x 40 x 38	40 x 27 x 30 ATR300 36x 25 x 27 ATR500	102 x 69 x 76 ATR300 91 x 64 x 68 ATR500	\$150.00

No Container/Kennel can be over in 76 cm (30 in) in height. Exception: Max height kennel size for ATR-500 is 68 cm (27in).

NOTE: Interlining of animals is NOT permitted. The carrier will not accept animals for transport on codeshare or shared designator flights marketed by the carrier and operated by another carrier.

3) Pet in Cabin

- a) Carriage of animals is limited to one (1) animal (dog, cat, ferret, rabbit, hamster or bird) per container/kennel and one (1) container/kennel per passenger. No other species of animals is acceptable for carriage in the cabin.
- b) The number of animals carried in the cabin is limited to a maximum of two (2) kennels per flight. This number is not to include any service animals onboard. The carrier may also limit at any time because a person with severe allergy to the animal is travelling on the same aircraft.
- c) The animal must be confined in a cage or container subject to inspection and approved by the Carrier.
- d) Cardboard boxes, etc. are not permitted. The kennel/container must be large enough for the animal to stand in a natural position, to turn around and to lie down.
- e) The maximum size of the container/kennel for transportation is:
  1. 737 Aircraft
    - a. The container/kennel must not exceed length x width x height measurements of 48 x 40 x 22 cm (19x16x19 inches)
    - b. The container/ kennel is approved for an animal not exceeding 18 cm (7 in.) to the top of the shoulder. Any animals too large for this container/kennel when closed must be carried in the cargo compartment; permitting airline- approved container/kennel for the cargo compartment.



2. ATR Aircraft

- a. The container/kennel must not exceed length x width x height measurements of 46 x 20 x 22 cm (18 x 8 x 9 inches)
- b. The container/ kennel is approved for an animal not exceeding 18 cm (7 in.) to the top of the shoulder. Any animals too large for this container/kennel when closed must be carried in the cargo compartment; permitting airline- approved container/kennel for the cargo compartment.

3. The maximum combined weight of the animal and kennel is 20 lb/10kg.

Aircraft Type:	External Dimensions (Inches)	External Dimensions (centimetres)	Kennel Weight (KGS & LBS)
737 Aircraft	19 x 16 x 9	48 x 40 x 22	1-20 lbs
ATR Aircraft	18 x 8 x 9	46 x 20 x 22	1-20 lbs

- f) Must be securely housed in a soft sided or hard sided container/kennel where the animal can be safely stored under the seat in front of the passenger. Unless otherwise mentioned all other animals must be handled by cargo.

*NOTE: If the animal is in a soft sided container/kennel, it will not be allowed to be handled by cargo.*

- g) For the safety and security of the Pet in Cabin, the pet must be contained in the container/kennel from the time of boarding until in an approved location within the terminal. Under no circumstances should a pet be allowed to roam free on the airport ramp.
- h) The passenger will not be permitted in a row immediately behind a bulkhead or adjacent to an emergency exit.
- i) Charges for transportation of an animal as Pet in Cabin (except for Service animals) and container/kennel is \$50.00 CAD each way; plus applicable taxes.

4) Service animals

The carrier will accept for transportation a Service animal required to assist a person with a disability at no charge; and will permit the Service animal to accompany the person on board subject to:

- a) The animal is properly harnessed that easily identifies the animal as a service animal.
- b) Certified in writing as having been trained by a professional service animal institution.
- c) The carrier will permit the service animal to accompany the person with a disability on-board the aircraft and to remain on the floor at the person's passenger seat.



- d) For the comfort of all passengers, the carrier staff will determine, in consultation with the person with a disability, where the person and service animal will be seated.
- e) The carrier will assign a seat to the person which provides sufficient space for the person and the service animal. Where there is insufficient floor space in the front row of the person's passenger seat, the carrier will permit the service animal to remain on the floor in an area where the person can still exercise control over the animal.
- f) 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 animal. 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 animal that is to accompany the person.
- g) The carrier may refuse to transport a service animal if the person with a disability fails to have in their possession documentation at the time of check-in which demonstrates that the animal 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.
- h) 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 animal on its own aircraft.

*NOTE: For provisions related to limitations of liability regarding service animals, refer to Rule 120(B)(5), Liability – Domestic Transportation, Service animals or Rule 121(B)(10), Liability – International Transportation, Service animals.*

5) Emotional Support animals

The Carrier respects individuals with emotional or psychiatric disabilities and their need for emotional support animals to provide assistance and comfort during a flight.

- a) The following restrictions apply to Emotional Support Animals:
  - 1. Must be a dog
  - 2. Must not pose a threat to the comfort or safety of other travelers.
  - 3. Must not be more than fifteen (15) pounds if required to be lap held at any time during the flight.
- b) The carrier may require the following at its sole discretion:
  - 1. The passenger must notify the Carrier 48 hours prior to the flight. If under 48 hours, the Carrier will do their best to accommodate the request, however the flight could be limited to how many ESA can be accepted.



2. The mental/emotional disability must have been diagnosed by a mental health professional.
- c) A letter must be provided from a licensed health care provider, confirming that the individual requires accommodation for air travel with an emotional support animal. The letter must:
  1. Include the health care professional's license number;
  2. Be dated within one year of the date of travel;
  3. Be on the health care provider's official letterhead
- d) All documents must be carried on the individual's person during travel and must be provided to any airline, security or airport staff at any time it is requested.
- e) The following rules will also apply to the passenger travelling with an ESA:
  1. Dog must remain on the floor while the passenger is seated unless specifically required to be lap held.
  2. In the event the passenger requires to use the lavatory, the ESA must accompany the passenger and not be left unattended.
  3. The passenger must take their assigned seat and not move within the cabin.
  4. The dog must remain with the passenger they are on board to assist.
  5. The dog must be leashed or harnessed during the entire flight and not tied to any part of the aircraft including if lap held.
  6. The dog must be a size and breed that will not adversely affect safety as determined by the Carrier.
  7. The dog must be harmless, inoffensive, and odorless and require no attention during flight.
  8. The dog must wear a tag or vest indicating their designation as a service animal.
  9. Passengers travelling with an ESA are responsible for all costs associated with damage or injury the animal may cause to airline property, airline staff or fellow travellers.
  10. Should there be any issue on a flight or a violation of the conditions outlined, the ESA will not be permitted future travel as an ESA on board the Carrier's flights.
- f) An ESA travelling without the individual requiring the accommodation is considered a pet and will be charged according to the provisions as outlined in RULE 75 (1)(2)(3), as applicable.



- g) A passenger travelling with an ESA will only be assigned seats approved by the Carrier and preferably the window seat. Seating at exits or exit rows is forbidden.
  - h) At check-in, in the boarding area and while on board the aircraft prior to flight, the ESA will be denied travel if they pose any health and/or safety threat, appear ill, or exhibit any aggressive behavior (growling, barking, jumping, et cetera). The passenger has the option to check in the animal as a pet in cabin or pet in hold at that time.
- 6) Search and Rescue Dogs
  - a) Search and rescue dogs which are properly harnessed will be permitted in the passenger cabin of the aircraft. The animal must remain on the floor at the handler's seat.
  - b) The carrier will accept a search and rescue dog for transportation without charge.
  - c) The carrier, in consultation with the search and rescue dog's handler, will determine where the handler will be seated to ensure that adequate space is provided to the handler and the dog.



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**Rule 80: Administrative Formalities – Travel Documents, Customs and Security**

- 1) General
  - a) 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.
  - b) 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.
- 2) Travel documents
  - a) Prior to travel, the passenger must be prepared to submit for inspection to the carrier all travel documents required by the countries concerned.
  - b) The carrier will have the right to make and retain copies of the travel documents presented by the passenger.
  - c) 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.
  - d) Canadian North does not have scheduled international or trans-border flights. Passengers flying on international or trans-border flights must refer to the travel information available with the other carrier.
  - e) 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.
  - f) 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.
- 3) Customs and security matters
  - a) Customs and immigration officials of the various countries travelled to and via by the passenger and any animal being transported with the passenger, will have the final decision with respect to entry of passengers, or animals, and these decisions could be different than those of the carrier when it accepted the passenger or animal for transportation at the outset of their itinerary.
  - b) With respect to COVID-19, passengers must adhere to Regional and Territorial Health Authority directives. These requirements may include travel documentation, temperature checks, wearing protective face coverings, etc. Passengers may be required to pass health authorities



before check-in, or upon arrival. Such officials will have the final decision with respect to entry of passengers, and these decisions could be different than those of the carrier when it accepted the passenger for transportation at the outset of their itinerary.



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## Rule 85: Ground Transfer Services

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





## Rule 90: Delay or Cancellation – Outside the Carrier's Control

- 1) Applicability
  - a) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.
  - b) This Rule applies in respect of a carrier when there is a delay or cancellation due to situations outside the carrier's control. See Rule 90(C) for situations that are outside a carrier's control.
- 2) General
  - a) 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.
  - b) 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.
  - c) 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.
  - d) 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.
  - e) 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 Rule 121(B)(12), Liability – international transportation, passenger delay)
  - f) For domestic itineraries, irrespective of the treatment that may have been received, a passenger may invoke the provisions of Rule 120(B)(6), Liability – domestic transportation, passenger delay.
    1. Rule 120(B)(1) also sets out liability provisions for death, bodily injury and passenger delay based on the obligations found in the Montreal Convention for international transportation. This is only provided as an example of carrier best practice in case the carrier wishes to harmonize these matters with the Montreal Convention as well.
  - g) In the case of delay or cancellation at the airport, the carrier will give priority to assistance to any person with a disability and to unaccompanied minors.
- 3) Situations outside the carrier's control



- a) Situations outside the carrier's control, include, but are not limited to the following:
1. war or political instability;
  2. illegal acts or sabotage;
  3. meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;
  4. instructions from air traffic control;
  5. a NOTAM, (Notice to Airmen), as defined in subsection 101.01(1) of the Canadian Aviation Regulations
  6. a security threat;
  7. airport operation issues;
  8. a medical emergency;
  9. a collision with wildlife;
  10. a labour disruption within the carrier or within an essential service provider such as an airport or an air navigation service provider;
  11. 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
  12. an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.
- 4) Communication with passengers — delay or cancellation outside the carrier's control
- a) Carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.
- 5) Alternate arrangements — delay or cancellation outside the carrier's control
- a) In case of a delay of three hours or more, if the passenger desires, or a flight cancellation, the carrier will provide alternate travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible:
- Small Carrier APPR:
1. 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.

Comparable services



- b) 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

- c) 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/Forfeit Involuntary

- d) Subject to specific fare rule provisions and pursuant to any applicable RULE in this tariff, the amount to be refunded or forfeited will be based upon surrender of the unused portion of the passenger's ticket. If a refund is permitted, the following will apply:
1. If no portion of the ticket is used, then an amount equal to the fare(s) and charges paid will be refunded.
  2. If a portion of the ticket is used, the refund will be equal to the difference between the fare paid less transportation used as follows:
    - a. One-way fares – an amount equal to the lowest comparable one way selling fare applicable to the booking class(es) on the ticket from point of termination to the destination named on the ticket or the point from which transportation is to be resumed;
    - b. Round, circle and open jaw trip fares – an amount equal to 50 percent of the round trip fare, calculated at the same level of discount used for the original fare(s) on the ticket, from the point of termination to the destination or the point from which transportation is to be resumed; via:
      - The routing specified on the ticket, if the point of termination was part of that routing; or
      - The direct routing of any carrier operating between the point of termination and the destination named on the ticket or the point from which transportation is to be resumed, if the point of termination was not part of the original routing.
    - c. If no fare of the type paid by the passenger is published between the point of termination and the destination or the point from which transportation is to be resumed, the refund shall be the same proportion of the normal economy (Y) fare published between the point of termination and destination or the point from which



transportation is to be resumed, as was applicable to the original fare.

3. In the event of refund pertaining to RULE 95 or 96, as applicable, then the amount equal to the charges paid will be refunded.
4. Refund will be per the original form of payment, except when a Future Travel Credit Voucher is issued.

### *Extreme Weather Conditions*

Due to extreme weather conditions that occur in the North, the Carrier may apply a Landing Subject to Weather designation on a flight as necessary.

Passengers may be advised of reduced operating conditions at time of check-in and/or in the holding area, dependant on available weather related information at any given time.

If a passenger wishes to travel under these circumstances and is subsequently delayed by a schedule irregularity, the provisions of Rule 90 above will apply.

If a passenger wishes to not travel due to these circumstances, the following will apply:

- Originating passenger(s) will be confirmed on the next available flight to destination.
- In-transit passenger(s) will be confirmed on:
  - the next available flight to destination; or
  - the next available flight back to the point of origin on the Carrier issued ticket, then the next available flight to destination.

*NOTE: If a flight has a Landing Subject to Weather condition, and none of the above options are acceptable, the customer may be offered full refund regardless of the ticket type. The Carrier will process refunds issued by the Carrier at an airport location or Reservations. Passengers whose tickets were issued via a travel agency or other carrier must be referred back the travel agency or other carrier who issued the ticket to verify fare type and initiate the refund process.*

### *Liability*

Refer to Rule 90, Delay or cancellation - outside the carrier's control, for additional information. Carrier is not liable for missed connections with other carriers that are not on the same ticket.



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

- 1) Applicability
  - a) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.
  - b) 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.
- 2) General
  - a) 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.
  - b) 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.
  - c) 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.
  - d) 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 91 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.
  - e) 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 Rule 121(B)(12), Liability – international transportation, passenger delay)
  - f) For domestic itineraries, irrespective of the treatment that may have been received, a passenger may invoke provisions such as those that are set forth in Domestic Liability – Rule 120(C)(6), Liability – domestic transportation, passenger delay.
- 3) Communication with passengers – delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes
  - a) 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.



- 4) Alternate arrangements – delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes
- a) 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:

Small Carrier APPR:

1. 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.

Refund

- b) If the alternate travel arrangements offered, in accordance with (1) above, do not accommodate the passenger's travel needs, the carrier will:
1. in the case where the passenger is no longer at the point of origin that is indicated on the ticket and the travel no longer serves a purpose because of the delay or cancellation, refund the ticket, pursuant to Rule 125(B), Involuntary refunds, and provide the passenger with a confirmed reservation that is for a flight to that point of origin which accommodates the passenger's travel needs; and
  2. 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

- c) 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

- d) The carrier will refund the cost of any additional services purchased by a passenger in connection with their original ticket if
1. 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



- e) 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

- f) 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

- g) 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.

5) Standards of treatment – delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes

- a) 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:
  - 1. 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
  - 2. access to a means of communication.

Accommodations

- b) 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.

Refusing or limiting treatment

- c) 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.

6) Compensation – delay or cancellation – within the carrier's control and not required for safety purposes

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





- b) 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:

**Small Carrier APPR:**

1. \$125, if the arrival of the passenger's flight at destination that is indicated on the original ticket is delayed by three hours or more, but less than six hours,
2. \$250, 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, or
3. \$500, if the arrival of the passenger's flight at the destination on the original ticket is delayed by nine hours or more.

**Compensation in case of refund**

- c) If the passenger's ticket is refunded in accordance with (D)(2), the carrier will provide a minimum compensation of:

**Small Carrier APPR:**

1. in the case of a Small Carrier APPR, \$125.

**Deadline to file request**

- d) 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**

- e) 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**

- f) 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:
1. compensation in the other form has a greater monetary value than the minimum monetary value of the compensation that is required under the APPR;
  2. the passenger has been informed in writing of the monetary value of the other form of compensation;
  3. the other form of compensation does not expire; and





4. the passenger confirms in writing that they have been informed of their right to receive monetary compensation and have chosen the other form of compensation.



## Rule 92: Tarmac Delay

### 1) Applicability

- a) 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.
- b) 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 Rule 121(B)(12), Liability – international transportation, passenger delay)
- c) For domestic itineraries, irrespective of the treatment that they may have received, a passenger may invoke provisions such as those that are set out in Rule 120(C)(6), Liability – domestic transportation, passenger delay.

### 2) General

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

#### Urgent medical assistance

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

#### Tarmac delay obligations – standards of treatment

- c) If a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, the carrier will provide passengers with the following treatment, free of charge:
  1. if the aircraft is equipped with lavatories, access to those lavatories in working order;
  2. proper ventilation and cooling or heating of the aircraft;
  3. if it is feasible to communicate with people outside of the aircraft, the means to do so; and
  4. 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

- d) 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.

3) Tarmac delay (over 3 hours) carrier obligations at an airport in Canada

Passenger disembarkation

- a) If a flight is delayed on the tarmac at an airport in Canada, the carrier will provide an opportunity for passengers to disembark:
  - 1. three hours after the aircraft doors have been closed for take-off; and
  - 2. three hours after the flight has landed, or at any earlier time if it is feasible.
- b) Exception: Carrier is not required to provide an opportunity for passengers to disembark in accordance with (1) (above) if:
  - 1. it is likely that take-off will occur less than three hours and 45 minutes after the doors of the aircraft are closed for take-off or after the flight has landed, and,
  - 2. the carrier is able to continue to provide the standards of treatment referred to in (B)(3) (above).
- c) If a passenger opts to disembark pursuant to Rule 92(C)(1) and the passenger fails to make themselves readily available for an immediate departure should that occur, the carrier:
  - 1. cannot guarantee that the passenger can be re-accommodated on to the aircraft,
  - 2. 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

- d) If the carrier allows disembarkation, it will, if it is feasible, give passengers with disabilities and their support person, service animal or emotional support animal, if any, the opportunity to leave the aircraft first.

Exceptions

- e) 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

- 1) Applicability
  - a) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.
  - b) This Rule applies in respect of a carrier when there is denial of boarding due to situations outside the carrier's control. See Rule 95(C) for situations that are outside a carrier's control.
  - c) 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.
- 2) General
  - a) 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.
  - b) 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.
  - c) 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.
  - d) 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 95 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.
  - e) 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.
  - f) 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 Rule 121(B)(12), Liability – international transportation, passenger delay)
  - g) For domestic itineraries, irrespective of the treatment that they may have received, a passenger may invoke provisions such as those that are set out in Rule 120(C)(6), Liability – domestic transportation, passenger delay.



- 3) Situations outside the carrier's control
- a) Situations outside the carrier's control, include, but are not limited to the following:
1. war or political instability;
  2. illegal acts or sabotage;
  3. meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;
  4. instructions from air traffic control;
  5. a NOTAM, (Notice to Airmen) as defined in subsection 101.01(1) of the Canadian Aviation Regulations;
  6. a security threat;
  7. airport operation issues;
  8. a medical emergency;
  9. a collision with wildlife;
  10. a labour disruption within the carrier or within at an essential service provider such as an airport or an air navigation service provider;
  11. 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
  12. an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.
- 4) Communication with passengers – denial of boarding – outside the carrier's control
- a) Carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.
- 5) Alternate arrangements – denial of boarding outside the carrier's control
- a) 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:

Small Carrier APPR:

1. 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.

Comparable services



- b) 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**

- c) 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**

- d) Refund eligibility and refund method shall follow the below table:

Circumstance (where more than one, both must qualify)				Refund Method	
Within Carrier Control or Required for Safety Purposes	Outside Carrier Control	Passenger cancels due to delay of less than 3 hours past scheduled departure	Passenger cancels due to delay of 3 or more hours past scheduled departure	Refund to Voucher	Refund to Original Form of Payment
✓					✓
✓		✓		✓	
✓			✓		✓
	✓			✓	
	✓	✓		✓	
	✓		✓	✓	



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

- 1) Applicability
  - a) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or have purchased.
  - b) 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. (G) is only applicable if the denial of boarding is within the carrier's control and is not required for safety purposes.
  - c) 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.
- 2) General
  - a) 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.
  - b) 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.
  - c) 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.
  - d) 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.
  - e) 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 96 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.
  - f) 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 Rule 121(B)(12), Liability – international transportation, passenger delay)



- g) For domestic itineraries, irrespective of the treatment that they may have received, a passenger may invoke provisions as those that are set forth in Rule 120(C)(6), Liability – domestic transportation, passenger delay.
- 3) Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes – request for volunteers
  - a) 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) if there is a denial of boarding.
  - b) 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.
  - c) 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).

Passenger on aircraft

- d) 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

- e) If denial of boarding is necessary, the carrier will give priority for boarding to passengers in the following order:
    - 1. Persons with disabilities and any accompanying attendant or service animal
    - 2. Passengers travelling under the services of the Unaccompanied Minor program.





3. Passengers travelling due to death or illness of a member of the passenger's family.
  4. Passengers for whom, in the carrier's own assessment, failure to travel would cause severe hardship and or elderly passengers.
  5. Passengers travelling as a group including the tour conductor of the group.
  6. Passengers holding full fare tickets, Aurora Rewards members, itinerary with connecting flights.
  7. All other passengers with confirmed and ticketed reservations will be accommodated in the order in which they presented themselves for check-in.
- 4) Communication with passengers – denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes
- a) Carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.
- 5) Alternate arrangements – denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes
- a) 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:

**Small Carrier APPR**

1. 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.

**Refund**

- b) If the alternate travel arrangements offered in accordance with (F)(1) do not accommodate the passenger's travel needs, the carrier will
  1. in the case where the passenger is no longer at the point of origin that is indicated on the ticket and the travel no longer serves a purpose because of denied boarding, refund the ticket, pursuant to Rule 125(B), Involuntary Refunds, and provide the passenger with a confirmed reservation that is for a flight to that point of origin which accommodates the passenger's travel needs; and



2. 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**

- c) 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**

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

**Higher class of service**

- e) 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**

- f) 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**

- g) 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.

**6) Standards of treatment – denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes**

- a) 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:
  1. 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
  2. access to a means of communication.

**Accommodations**

- b) 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.

Refusing or limiting treatment

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

7) Compensation – denial of boarding – within the carrier's control and not required for safety purposes

- a) 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

- b) 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:
  - 1. \$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;
  - 2. \$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
  - 3. \$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

- c) 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

- d) 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

- e) 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

- f) 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), the carrier will adjust the amount of the compensation.

Compensation for inconvenience

- g) 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:
  - 1. compensation in the other form has a greater monetary value than the minimum monetary value of the compensation that is required under the APPR.
  - 2. the passenger has been informed in writing of the monetary value of the other form of compensation;
  - 3. the other form compensation does not expire; and
  - 4. 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**

### **1) General**

#### **a) In cases where one of the following applies:**

1. Rule 90, Delay or cancellation – outside the carrier's control,
2. Rule 91, Delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes,
3. Rule 92, Tarmac delay,
4. Rule 95, Denial of boarding – outside the carrier's control, or
5. 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:

- a. the reason for the delay, cancellation, or denial of boarding;
  - b. the compensation to which the passenger may be entitled for the inconvenience;
  - c. the standard of treatment for passengers, if any; and
  - d. the recourse available against the carrier, including their recourse to the Agency.
- b) 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.
- c) The carrier will communicate new information to passengers as soon as feasible.
- d) The information of paragraph (1) above will be provided by means of audible announcements. Visible announcements will be provided upon request.
- e) 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.



## **Rule 98 – Schedule Irregularities**

This rule is not applicable to Canadian North.



## Rule 105: Refusal to Transport

### Definitions

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.

#### 1) Applicability

- a) 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.
- b) Flight delay, flight cancellation and denial of boarding do not constitute a situation of refusal to transport.

#### 2) Refusal to transport – removal of passenger

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

##### 1. Government requests and regulations and force majeure

Whenever it is necessary or advisable to:

- a. comply with any government regulation;
- b. comply with any government request for emergency transportation; or,
- c. address force majeure.

##### 2. Search of passenger and property

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

##### 3. Proof of identity/age

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

- a. Applicable only to travel within Canada:

*NOTE: 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.*

- b. Applicable only to travel from Canada:

*NOTE: 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.*

4. Immigration or other similar considerations

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

- a. The travel documents of the passenger are not in order; or,
- b. Other approval documents required to enter into a state, province, or territory are not provided, or are not in order for any reasons including, but not limited to, public health considerations. Examples of territories which may require additional health documentation to enter and/or remain within their boundaries include, but are not limited to:
  - Nunavik
  - Nunavut
  - The Northwest Territories
- c. 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.

5. 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.

6. Passenger's condition

- a. 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:
  - 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,
  - the passenger complies with requirements of Rule 69(B), Acceptance for carriage; Rule 70(B), Acceptance for carriage; or Rule 71(B), Acceptance for carriage.

*EXCEPTION: The carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance, except where accepting the person could jeopardize security, public health or public safety as per Rule 69(B), Acceptance for carriage; Rule 70(B), Acceptance for carriage; or Rule 71(B), Acceptance for carriage.*

*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.*

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

Medical clearance

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

- An expectant mother with a complication-free pregnancy can travel on the carrier's flights up to seven (7) days prior to expected delivery date without a doctor's certificate.
- If the expected delivery date is within seven (7) days of travel, the passenger must provide Canadian North with a doctor's certificate, dated within 72 hours of departure, stating that she has been examined and is physically fit for travel from (place) to (place) on (date) and that estimated time of birth is (date).
- Newborn infants must be at least seven (7) days old to be accepted for travel on Canadian North. An infant in an incubator will be accepted for transportation subject to advance arrangements. An attendant who can care for the infant during the trip must accompany them.
- Infants that are seven (7) days and younger must have a release form signed by a medical physician indicating that they are suitable for travel on an airplane.

7. 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:

- a. Medical authority furnishes assurance, in writing, that an escorted person with a mental health condition can be transported safely.
- b. Request for carriage is made at least 48 hours before scheduled departure.
- c. Acceptance is applicable to transportation on flights marketed and operated by Canadian North only.
- d. The escort must accompany the escorted passenger at all times.
- e. Passenger in custody of law enforcement personnel or other responsible authority must be manacled.

3) Passenger's conduct – refusal to transport – prohibited conduct and sanctions



a) 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; the safety of the aircraft; the unhindered performance of the crew members in their duty on-board the aircraft; or, safe and adequate flight operations:

1. The 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).
2. The person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent or otherwise disorderly, and, in the reasonable 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 carrier's employees, interfere with a crew member in the performance of their duties, or otherwise jeopardize safe and adequate flight operations.
3. 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.
4. The person fails to observe the instructions of the aircraft crew, including instructions to stop any prohibited conduct.
5. The person is unable or unwilling to sit in their assigned seat with the seat belt fastened.
6. The person smokes or attempts to smoke in the aircraft.
7. 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.
8. The person is barefoot.
9. The person is inappropriately dressed.
10. 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.
11. The person has resisted or may reasonably be believed to be capable of resisting escorts.

b) 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:

1. Removal of the passenger at any point.
2. Probation: At any time, the carrier may stipulate that the passenger is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the carrier to provide transport to the passenger. Such probationary conditions may be imposed for any length of time which, in the exercise of the carrier's reasonable discretion, is necessary to ensure the passenger continues to avoid prohibited conduct.
3. Refusal to transport the passenger: The length of this refusal to transport may range from a one-time refusal to a longer period determined at the reasonable discretion of the carrier in light of the circumstances. Such refusal will be for a period appropriate to the nature of the prohibited conduct and until the carrier is satisfied that the passenger no longer constitutes a threat to the safety 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.
4. The following conduct will automatically result in a refusal to transport:
  - a. The person continues to interfere with the performance of a crew member's duties despite verbal warnings by the crew to stop such behaviour.
  - b. The person injures a crew member or other passenger or subjects a crew member or other passenger to a credible threat of injury.
  - c. The person displays conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs.
  - d. 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.

- 4) Recourse of the passenger/limitation of liability
  - a) 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 shall be limited to the recovery of the refund value of



the unused portion of the passenger's ticket as provided in RULE 125, REFUNDS.

- b) 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.
- c) 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.
- d) The carrier will respond to the passenger within a reasonable period of time providing carrier's assessment as to whether it remains necessary to continue the ban or maintain the probation period.



## Rule 115: Tickets

### 1) General

- a) No person shall be entitled to transportation except upon presentation of a valid ticket. Such ticket shall be in the name of the person presenting ticket, who will be requested by the Carrier to provide valid identification. The name on the identification must match the name on the ticket. Such ticket shall entitle the passenger to transportation only between the points of origin and destination and via the routing designated thereon.
- b) Flight coupons will be honored only in the order in which they are issued and only if all unused flight coupons and passenger coupons are presented together.
- c) A ticket which has not been validated or which has been altered, mutilated or improperly issued, shall not be valid.
- d) Tickets are not transferable unless otherwise indicated in the fare rules for the ticket. The Carrier is not liable to the owner of a ticket for honoring or refunding such ticket when presented by another person.
- e) Compliance with terms and conditions of tickets are valid for travel only when used in accordance with the terms and conditions of sale as defined within the fare rules published/distributed via a filing agency or in the reservation.

### 2) 24 Hours Change / Cancel Promise

- a) No penalty for reservation changes/cancellations completed within 24 hours that reservations are made.
- b) Tickets must be exchanged or refunded within 24 hours.
- c) Fare differences apply where applicable.

*NOTE: If the flight departs within 24hrs of initial reservation then the regular fare rules apply.*

### 3) Reissued Ticket

- a) Unless a ticket is reissued by the Carrier or its authorized agent upon payment in full of applicable charges, or an authorized representative of the Carrier waives applicable restrictions in writing and/or same comments are applied to the reservation, a ticket is invalid:
  1. If used for travel to a destination other than that specified on the ticket;
  2. If the passenger fails to comply with applicable stay over requirements;
  3. If the passenger does not meet the purpose or status requirement associated with the fare category on the ticket;
  4. If the Carrier determines that the ticket has been purchased or used in a manner designed to circumvent applicable fare rules.



4) Prohibited Practices

- a) The Carrier specifically prohibits the practices commonly known as:
1. Back to Back Ticketing: meaning the combination of two or more round trip tickets end to end for the purpose of circumventing minimum stay requirements;
  2. Throwaway Ticketing: meaning the usage of a round trip excursion fare for one way travel;
  3. Hidden City / Point Beyond Ticketing: meaning the purchase of a fare from point before the passenger(s) actual origin or to a point beyond the passenger(s) actual destination. Accordingly, passenger(s) shall not purchase one or more tickets or use flight coupons in one or more tickets in order to obtain a lower fare than would be otherwise applicable.
  4. Duplicate Ticketing: meaning two identical tickets for the same customer; reserving multiple itineraries for any number of customers with the same customer name, whether identical itineraries or not; creating a reservation where two or more flights are booked for the same customer when it is evident they will only be able to use one.

5) Invalidated Ticket

- a) Where a ticket is invalidated as the result of the passenger's or passengers' non-compliance with any term or condition of sale, or where one or more tickets have been issued in furtherance of a prohibited practice, the Carrier has the right in its sole discretion to:
1. Cancel any remaining portion of the passenger's or passengers' itinerary;
  2. Confiscate unused flight coupons;
  3. Refuse to board the passenger(s) or check passenger's/passengers' baggage; or
  4. Assess the passenger(s) for the reasonable remaining value of the ticket, which shall be no less than the difference between the fare actually paid and the lowest fare applicable to the passenger's actual itinerary.

6) Period of Validity

- a) Except for as provided below or outlined in the applicable published fare rules, a ticket will be valid for transportation for one year from the date on which transportation commences at the point of origin that is designated on the original ticket or if no portion of the ticket is used, from the date of issuance of the original ticket.

7) Extension of Validity



- a) If a passenger is prevented from using the ticket or a portion of the ticket during the period of validity due to lack of space or flight cancellation, the ticket validity will be extended until space can be provided on schedule comparable to the schedule that the passenger had requested.
- b) In the event of illness or death of the passenger/immediate family member or travel companion, ticket validity may be extended to a maximum of 30 days upon presentation of medical certificate, death certificate or funeral director's statement. These proofs must be surrendered to the Carrier and the ticket and all coupons attached must be endorsed by the agent to indicate that an extension has been granted.
- c) In the event of death of the passenger tickets will be refundable to such passenger's estate. The refund will be the difference, if any, between the fare paid less the applicable one way fare for transportation used. If no transportation used, full refund.





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## PART IV – AFTER TRAVEL

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### **Rule 120: Liability of the Carrier for Loss, Damage to or Delay of Baggage, Passenger Delay or Death or Bodily Injury – Domestic Transportation**

Applicable to transportation solely within Canada, but excludes domestic segments carried as part of an international journey.

- 1) Successive carriers
  - a) 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.
- 2) Laws and provisions applicable

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

  - a) 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:
    1. Except as provided below, the liability of the carrier is limited to 1,288 Special Drawing Rights (approximately \$2,350CAD) for each passenger in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked.
    2. 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.
    3. The passenger may make a special declaration that their baggage has a higher value than the carrier's maximum liability. If the passenger does so, then the passenger must make this declaration to the carrier at the time of check-in and, if required by the carrier, shall as per Rule 55(F), Excess value declaration charge, pay the supplementary charge to allow for additional liability coverage in the case of destruction, loss, damage or delay of their checked baggage.

*Exception: The carrier is not liable for the declared amount if it can prove that it is greater than the passenger's actual interest in delivery at destination.*
    4. 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.



5. The carrier is liable for the damage sustained in case of destruction or loss of, or damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on-board the aircraft or during any period within which the checked baggage was in the charge of the carrier. However, the carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. Further, the carrier's liability for the destruction, loss, damage or delay of baggage is subject to the same terms, limitations and defences as those that are set forth in the Montreal Convention in the context of International transportation.

*NOTE: For clarity, the carrier defines inherent defect, quality or vice of the baggage as: nicks, scratches, missing and damaged pull straps, damaged handles, zipper damage, locks, latches, scuff marks, damage to wheels, soiling, manufacturing defects, damage resulting from over-packing, spillage of packed items or other damage considered to be normal wear and tear.*

*NOTE: The carrier is not responsible for damaged locks when baggage is required to be opened for a physical security search at the request of a third party security agency responsible for baggage screening at any airport.*

6. Notwithstanding the normal carrier liability as contained in this rule, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid. See (3) and (4) below.
7. Notwithstanding the normal carrier liability as contained in this rule, the limit of liability will be waived for claims involving the injury or death of service animals, other service animals and emotional support animals. In the event of injury or death of such an animal, compensation is to be based on the cost of the treatment or replacement value of the animal. See (5) below.
8. The carrier reserves all defences and limitations available in the context of international transportation under the Montreal Convention, including, but not limited to, the defence of Article 19 of the Montreal Convention, and the exoneration defence of Article 20 of the Montreal Convention. The limits of liability shall not apply in cases described in Article 22(5) of the Montreal Convention.

#### Refund of baggage fees

- b) Carrier will refund to the passenger any fees paid for the transportation of the baggage that was delayed, damaged or lost.



Mobility aids

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- c) In the event that a mobility aid of a person with a disability is lost or damaged:
1. The air carrier will immediately provide a suitable temporary replacement without charge;
  2. If a damaged aid can be repaired, in addition to (a) above, the air carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible;
  3. If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours following the passenger's arrival, the carrier will, in addition to (a) above, replace it with an equivalent aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

Service animals, other service animals and emotional support animals

- d) Should injury or death of a service animal, other service animal or emotional support animal result from the fault or negligence of the carrier, the carrier will undertake to provide, expeditiously and at its own expense, medical care for or replacement of the service animal, other service animal, or emotional support animal.

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

- e) The carrier shall be liable for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:
1. The carrier shall not be able to exclude or limit its liability for damages not exceeding 128821 Special Drawing Rights for each passenger.
  2. The carrier shall not be liable for damages to the extent that they exceed 128821 Special Drawing Rights for each passenger if the carrier proves that:
    - a. Such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents; or
    - b. Such damage was solely due to the negligence or other wrongful act or omission of a third party.
  3. The carrier reserves all other defences and limitations available to it recognized by a Court with proper jurisdiction over a claim.
  4. 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.

- f) 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:
    - 1. 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 128821 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.
    - 2. The carrier shall make the advance payment as an advance against the carrier's liability under this tariff. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the passenger.
    - 3. The carrier, in making an advance payment to any claim, does not waive any rights, defences, or limitations available to it, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.
    - 4. 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.
  - g) 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.
  - h) In no cases shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.
- 3) Time limitations on claims and actions
- a) Subject to applicable laws, 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.



- b) A complaint to the carrier must be made in writing to the carrier within seven days from the date of receipt in the case of damage to baggage, and within 21 days from the date on which the baggage has been placed at the passenger's disposal, in the case of delay.
  - c) Claims may be subject to proof of amount of loss; passengers may be asked to substantiate their claims.
- 4) Notices
  - a) The carrier will provide each passenger on a domestic itinerary with the following written notice:

Advice to domestic passengers on carrier liability

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



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

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

1) Successive carriers

- a) 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.

2) Laws and provisions applicable

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

- a) 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:

1. Except as provided below, the liability of the carrier is limited to 1,288 Special Drawing Rights (approximately \$ 2,350 CAD) 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.
2. 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.
3. The passenger may make a special declaration that their baggage has a higher value than the carrier's maximum liability. If the passenger does so, then the passenger must make this declaration to the carrier at the time of check-in and, if required by the carrier, shall as per Rule 55(F), Excess Value Declaration Charge, pay the supplementary charge to allow for additional liability coverage in the case of destruction, loss, damage or delay of their checked baggage.

*NOTE: This provision is not applicable to a person's mobility aid. (For tariff provisions related to the carriage of mobility aids, see (3) – (7) below).*

*EXCEPTION: The carrier is not liable for the declared amount if it can prove that it is greater than the passenger's actual interest in delivery at destination.*

In the case of transportation under the Warsaw Convention, no supplementary sum shall apply unless the declared amount exceeds



19 Special Drawing Rights per kilogram of the total recorded weight of the checked baggage at the time the baggage is handed to the carrier.

4. 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.
5. The carrier is liable for the damage sustained in case of destruction or loss of, or damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on-board the aircraft or during any period within which the checked baggage was in the charge of the carrier. However, the carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. Further, the carrier's liability for the destruction, loss, damage or delay of baggage is subject to the 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 claim.

*NOTE: For clarity, the carrier defines inherent defect, quality or vice of the baggage as: nicks, scratches, missing and damaged pull straps, damaged handles, zipper damage, locks, latches, scuff marks, damage to wheels, soiling, manufacturing defects, damage resulting from over-packing, spillage of packed items or other damage considered to be normal wear and tear.*

*NOTE: The carrier is not responsible for damaged locks when baggage is required to be opened for a physical security search at the request of a third party security agency responsible for baggage screening at any airport.*

6. The carrier reserves all defences and limitations under the Warsaw Convention and the Montreal Convention, whichever may apply to such claims including, but not limited to, the defence of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention, and the exoneration defence 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

- b) Carrier will refund to the passenger any fees paid for the transportation of the baggage that was delayed, damaged or lost.

#### Mobility aids





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- c) In the event that a mobility aid of a person with a disability is lost or damaged:
  - 1. The air carrier will immediately provide a suitable temporary replacement without charge;
  - 2. If a damaged aid can be repaired, in addition to (a) above, the air carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible;
  - 3. If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours following the passenger's arrival, the carrier will in addition to (a) above:
    - a. replace it with an equivalent aid satisfactory to the passenger, or
    - b. reimburse the passenger for the replacement cost of the aid, subject to the application of the Warsaw or Montreal Convention, whichever is applicable, and any special declaration of interest completed and made with the carrier by the passenger with a disability.

Service animals, other service animals and emotional support animals

- d) If a person with a disability who uses a service animal, other service animal, or emotional support animal makes a reservation for transportation on an international service, 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 animal.
- e) The carrier will permit a person with a disability to make the special declaration of interest, at no additional charge to the person, at any time before the service animal, other service animal or emotional support animal is carried by the carrier.
- f) Should injury or death of a Service Animal result from the fault or negligence of the carrier, the carrier will undertake to provide expeditiously, and at its own expense, medical care for or replacement of the service animal. For all animals other than service animals, the Carrier shall not be liable for any injury, sickness, or death of any pet accepted for transportation. The owner of the pet assumes all responsibility for compliance of all regulations and/or restrictions of carriage of pet. The Carrier is not responsible in the event any pet is refused passage into or through any country, state, province or territory.
- g) Should injury or death of a service animal, other service animal, or emotional support animal result from the fault or negligence of the carrier, the carrier will undertake to provide expeditiously, and at its own expense,





medical care for or replacement of the service animal, other service animal or emotional support animal.

**Liability in the case of passenger delay**

- h) The carrier shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:
1. 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.
  2. 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.
  3. 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 5,346 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**

- i) 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:
1. The carrier shall not be able to exclude or limit its liability for damages not exceeding 128,821 Special Drawing Rights for each passenger.
  2. The carrier shall not be liable for damages to the extent that they exceed 128,821 Special Drawing Rights for each passenger if the carrier proves that:
    - a. Such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents; or
    - b. Such damage was solely due to the negligence or other wrongful act or omission of a third party.
  3. 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 paragraphs (1) and (2) above.

4. 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.

- j) 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:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

3) Time limitations on claims and actions

- a) 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.
- b) A complaint to the carrier must be made in writing to the carrier within 7 days from the date of receipt in the case of damage to baggage, and 21 days in the case of delay from which the baggage has been placed at the passenger's disposal.
- c) Claims may be subject to proof of amount of loss and passengers may be asked to substantiate their claims.

4) Notices

- a) The carrier will provide each passenger whose transportation is governed by the Warsaw Convention or the Montreal Convention with the following notice:

Advice to International Passengers on Carrier Liability

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.

- b) 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
- c) 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.



## Rule 125: Refunds

- 1) General
  - a) 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 has unused portions of a ticket which are eligible for refund.
  - b) The carrier will make a refund to the person who purchased the ticket.
  - c) If, at the time of ticket purchase, the purchaser designates another person to whom the refund shall be made, then the refund will be made to the person so designated. To do so, the purchaser must contact the carrier directly.
  - d) 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 10 business days for credit card purchases and within 10 business days for cash or cheque transactions.
- 2) Involuntary refunds
  - a) Involuntary refunds are not subject to any restrictions contained in the applicable fare rule.
  - b) 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:
    1. 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,
    2. 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) 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:
    1. 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,
    2. 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



- d) 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.
- 3) Voluntary refunds
  - a) 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.
  - b) Voluntary refunds will be made only by the carrier which originally issued the ticket or its authorized agent.
  - c) 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.
  - d) 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.
  - e) 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.
  - f) 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.
- 4) Refunds in the case of death

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

- a) Refunds in the case of death are not subject to any restrictions contained in the applicable fare rules.
- b) If no portion of a ticket has been used, the amount of refund will be equal to the fare and charges paid.
- c) If a portion of the ticket has been used, the refund will be equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used and will not be subject to any cancellation fee and/or service charge.
- d) Refunds will only be made upon presentation of the unused coupon(s) and death certificate, or a copy duly executed by the competent authorities (i.e. those designated to issue a death certificate by the applicable laws of the country concerned), in the country in which the death occurred.



- e) In the case of death of the passenger, the refund will be made to the estate of the passenger.
- 5) Jury duty
  - a) 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.
- 6) Refusal to refund
  - a) The carrier may refuse to refund the passenger's ticket if that ticket is presented for refund after its validity has expired.
  - b) 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).



## Rule 126: Group Sales

Provisions within this rule will supersede, as applicable, the provisions of the following rules:

- RULE 115 – TICKETS
- RULE 40 – RESERVATIONS

Group sales are subject to availability and negotiated fare discounts at the discretion of the carrier.

- 1) Deposit
  - a) Due 5 business days after seats confirmed. If travel is within 7 days payment is due at time of booking. \$150.00 per passenger, non-refundable and non-transferrable.
- 2) Ticketing/Final payment
  - a) 30 days before departure, 7 days after reservation is made, or at time of booking, whichever is earlier.
- 3) Cancellations
  - a) If cancelled 3 days prior to departure, value held as future travel credit, expires one year from date of issue.
- 4) Refunds
  - a) Non-refundable once ticketed
- 5) Change Fees
  - a) \$75.00 plus taxes per segment plus fare difference if applicable.
- 6) Name Changes
  - a) \$50.00 plus taxes. Cannot be changed on partially used tickets.
- 7) Group Size Reduction
  - a) Subject to availability and approval by carrier. Pricing will also be subject to change.
- 8) Baggage Allowance
  - a) One (1) bag up to 50lbs each.



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