



## Domestic Tariff

RULES, RATES AND CHARGES

APPLICABLE TO

SCHEDULED SERVICE TRANSPORTATION OF PASSENGERS AND BAGGAGE OR  
GOODS

BETWEEN POINTS IN CANADA

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## RULE 1. DEFINITIONS

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“5T” means Canadian North Inc.

“**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**” 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 Inc.’s tariff including fares and terms and conditions.

“**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.

“**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.

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

In Canada, the United States and 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.

**“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, Inc. 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.

“**Child**” means a person who has reached his/her second birthday but not his/her 12th birthday as of date of commencement of travel.

“**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**” or “**Shared Designator**” refers to a marketing arrangement 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.

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

“**Destination**” means the ultimate stopping place according to the contract of carriage, as shown on the ticket issued by the Carrier. In round trip or circle trip itineraries, the destination and the origin are the same. For the purpose of this definition, the terminal points of an open jaw journey



shall be considered to be same point. For the purpose of this tariff, Destination only applies to points within Canada.

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

**“Domestic Service”** means scheduled or non-scheduled air transportation (excluding Charters) for transport of passengers and goods from and to the same point or between points wholly within Canada.

**“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 which is used to provide support for a person with an emotional disability and is required as an accommodation for air travel or for activities at the passenger’s destination.

**“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.

“**Goods**” means any type of personal property, including baggage and cargo that can be transported by air, including animals.

“**Group**” means 8 (eight) or more passengers travelling together on the same flight from a common point of origin to a common destination.

“**Guardian**” means an adult over 12 who is responsible for the care and safety of any younger children or infant they are travelling with.

“**IROP**” means an irregular operation

“**Immediate Family**” means spouse (including common-law), parents and grandparents, children and grandchildren, brothers and sisters, aunts and uncles, 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 a refund of an unused ticket or portion thereof or an unused miscellaneous charges order required as a result of the Carrier cancelling a flight, failing to operate a flight according to schedule, failing to stop at a point to which the passenger is destined or is ticketed to stop over, or causing the passenger to miss a connecting flight, being unable to



provide previously confirmed space, substituting a different type of equipment or class of service or where, because of safety or legal requirements or the condition or conduct of the passenger, carriage is refused.

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

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

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

**“Minor”** means a person who has not yet reached his/her 12th birthday on the date that travel commences.

**“Most Significant Carrier”** or **“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, in this instance, the MSC is determined by applying IATA Resolution 302 methodology as conditioned by the Agency. 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.

**“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.

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

**“Origin”** means the initial starting place of the journey as shown on the ticket issued by the Carrier. 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.

“**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.

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



“**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.

“**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).

“**Special Drawing Right**” means a special unit of currency, the currency values of which fluctuate and are recalculated each banking day. These values are known to most commercial banks and are reported in some newspapers and in the IMF survey, published weekly by the international monetary fund, Washington, D.C. 20431.

“**Stopover**” is a deliberate interruption 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 destination. The deliberate interruption must be for a purpose other than changing aircraft.

“**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.

“**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. It also has detailed information to ensure proper processing and handling. 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 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.

“**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 any other type of charge or fee 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 (Future Travel Credit) or the provision of incidental services such as meals, ground transportation, and hotel accommodation.

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## **RULE 2. APPLICATION OF TARIFF**

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This tariff is applicable to the transportation of passengers and their baggage or goods using aircraft operated by Canadian North. For all flights operated by other carriers yet marketed and sold as Canadian North, refer to RULE 36, SHARED DESIGNATOR.

Air transportation will be subject to the rules, rates, fares and charges published, or referred to in this tariff in effect on the date which the ticket is issued.

The contents of this tariff shall form part of the air transportation contract between the Carrier and the passenger and in the event of any conflict between this tariff and the contract this tariff shall prevail.

The Carrier reserves the rights at its sole discretion to waive any provisions of the air transportation contract without prior written notification.

No agent of the Carrier may alter or waive any provisions without the expressed written consent of the Carrier.

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## **RULE 3. CURRENCY AND ACCEPTED METHODS OF PAYMENT**

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All rates and charges are published in the lawful currency of Canada. Where payment is made in any currency other than Canadian, such payment shall be the equivalent of the Canadian dollar amounts published in this tariff on the basis of local banker's rates of exchange as calculated on the date of signing the air transportation contract.

Credit card payment is accepted on Canadian North's website and by phone. When you pay on the website, your payment information is encrypted and sent over a secure connection. You can pay with the following credit cards: American Express, MasterCard, Visa and Visa Debit. Please note that credit card and bank fees may be charged in some countries in connection with purchases made on our website. Additional bank fees charged by the customer's credit card provider or bank in connection with a purchase will be the customer's sole responsibility.



Canadian North charges the exact amount of the price shown at the moment of purchase without applying any transaction or service fees. However, your card issuer may apply additional fees. By finalizing your purchase, you confirm that you have been advised of the amount of any additional fees charged by your credit card provider and that Canadian North will not be held responsible for any such fees.

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.

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#### **RULE 4. CAPACITY LIMITATIONS**

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Carrier may limit the number of passengers carried on any one flight at fares governed by rules or fares making reference hereto and such fares will not necessarily be available on all flights. The number of seats which the Carrier shall make available on a given flight will be determined by the Carrier's best judgment as to the anticipated total passenger load on each flight.

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#### **RULE 5. PERSONAL DATA**

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The passenger recognizes that his/her personal data has been collected for the purpose of completing a reservation with Carrier or other participating airline, obtaining ancillary services, facilitating immigration and entry requirements, and making available such data to Government agencies. For this purpose the passenger authorizes the Carrier to retain such data and to transmit it to its own offices, other Carriers or the providers of such services, in whatever country they may be located.

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#### **RULE 6. CARRIAGE OF PASSENGERS WITH DISABILITIES**

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##### **6.1 Acceptance of a Passenger with a Disability**

###### *6.1.1 Definitions*

Fare paying passengers shall be considered disabled when their physical, medical or intellectual condition requires individual attention on enplaning, deplaning, during flight, in an emergency evacuation or during ground handling which is normally not extended to other passengers.

- 1) Ambulatory - a person who is able to move about within an aircraft unassisted.
- 2) Non-ambulatory - a person who is not able to move about within the aircraft unassisted.



- 3) Self-reliant - a person who is independent, self-sufficient and capable of taking care of all his/her physical needs during flight, during an emergency evacuation or decompression. He/she requires no special or unusual attention beyond that afforded to the general public, except that he/she may require assistance in boarding or deplaning.
- 4) Non-self-reliant - a person who is not self-reliant as defined above.
- 5) Determination of self-reliance – The Carrier will accept the determination of a person with a disability as to self-reliance.
- 6) Attendant- means a person who travels with a person with a disability to provide a service related to a disability that is not usually provided by the Carrier’s staff.
- 7) Wheelchair-bound athlete - a non-ambulatory person with upper body and arm development such as to make him/her physically capable of egressing an aircraft in an emergency with minimal assistance, and who is a member of a bona-fide sports organization.
- 8) Service animal - means an animal required by a person with a disability for assistance and certified, in writing, as having been trained to assist a person with a disability by a professional service animal institution.

6.1.2 *Acceptance of persons with disabilities*

- 1) The Carrier will accept for carriage any passenger whose intellectual or physical condition is such as to render him/her incapable of caring for him/herself without assistance, provided:
  - a) He/she is accompanied by an attendant who will be responsible for the passenger enroute, and;
  - b) With the care of such attendant, he/she will not require attention or assistance beyond that usually provided by the Carrier’s employees.
- 2) Persons with disabilities will be accepted for transportation as outlined in the following:

<b>Disability</b>	<b>Attendant Required</b>
Blind	No
Deaf	No
Blind and Deaf	Yes
Intellectually Disabled/Self-reliant	No
Intellectually Disabled/Non-self-reliant	Yes
Ambulatory/Self-reliant	No
Ambulatory/Non-self-reliant	Yes
Non-ambulatory/Self-reliant	Yes
Non-ambulatory/Non-self-reliant	Yes
Stretcher Passenger	Yes
Incubator Passenger	Yes



*NOTE: The number of persons with disabilities on a single flight may be limited based on passenger safety considerations, aircraft specifications, and airport handling facilities available at departure or arrival airports.*

*NOTE: Canadian North Assisting Passenger with Disabilities training plan is available to passengers upon request.*

## **6.2 Reservations**

Reservations should be made at least 48 hours in advance of travel, advising the Carrier as to the nature of the disability and assistance required, so that arrangements can be made. The Carrier will make every effort to accommodate passengers who fail to make reservations 48 hours in advance. Whenever possible, the Carrier will supply a written confirmation of the services they are able to provide to passengers with disabilities.

## **6.3 Medical Clearance**

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.

## **6.4 Refusal to Transport or Removal from Aircraft for Persons with Disabilities**

The Carrier will, using its reasonable discretion, refuse transport or remove at any point any passenger as required according to the guidelines outlined below.

### **6.4.1 Passenger's Condition**

- 1) 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 6, CARRIAGE OF PASSENGERS WITH DISABILITIES, section 6.1.*

*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.*

- 2) 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,
- 3) When the passenger has an offensive odour.

#### 6.4.2 *Medical Clearance*

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

#### 6.4.3 *Failure to Provide a Suitable Escort*

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.

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:

- 1) Medical authority furnishes assurance, in writing, that an escorted person with a mental disorder can be transported safely.
- 2) Only 1 escorted passenger(s) will be permitted on a flight.
- 3) Request for carriage is made at least 48 hours before scheduled departure.
- 4) Acceptance is for online travel only.
- 5) The escort must accompany the escorted passenger at all times.
- 6) Passenger in custody of law enforcement personnel or other responsible authority must be manacled.



## 6.5 Seating Restrictions and Accommodations

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.

Complimentary extra seat(s):

- 1) The Carrier will offer one or more extra seats on flights operated by the Carrier, when persons
  - a) are disabled and required, pursuant to this rule, to be accompanied by an attendant;
  - b) are disabled by obesity and as a result thereof cannot fit in one seat; and
  - c) are disabled and by reason thereof are otherwise unable to fit in one seat.
- 2) 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.

*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.*

*The passenger will not be charged any taxes, fees or surcharges that may apply to the extra seat.*

## 6.6 Attendant Fares

An attendant accompanying a passenger with a disability will not be charged any fare (when accompanying a fare paying passenger), but will be charged applicable taxes, fees and charges. The attendant must be in possession of a completed Incapacitated Passenger Declaration 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'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. For code-share or interline flights, passengers must contact the operating carrier directly.



## 6.7 Acceptance of Mobility Devices

In addition to the regular free baggage allowance, the Carrier will accept the following items as priority checked baggage without charge:

Manual Wheelchairs

- Wheelchairs with non-spillable batteries, with terminals disconnected and taped.
- Wheelchairs with spillable wet cell batteries are accepted as follows:
  - If the wheelchair or scooter can be carried in an upright position, then the battery need not be removed. The cables must be disconnected from the battery and taped together with the battery terminals capped or taped to prevent a short circuit.
  - If the wheelchair or scooter cannot be carried in a completely upright position, or if there is an online connection and the upright carriage cannot be guaranteed the battery must be removed and the use of the battery kit is mandatory.
- Mobility aids such as, but not limited to, manually operated wheelchairs, walkers, crutches and canes.

*NOTE: Service regarding the assembly and disassembly of such mobility aids will be provided by the Carrier without charge. Wheelchairs cannot be accommodated on our aircraft in the cabin and will require to be checked or gate- checked and stored in the baggage hold.*

- Walkers, Crutches and Canes, may be retained in the passenger's custody provided they are stowed in accordance with the Carrier's safety regulations and provided they may be accommodated.

*NOTE: For the Carrier's liability for mobility aids please refer to RULE 29, LIABILITY PASSENGERS AND BAGGAGE*

## 6.8 Service Animals

- 1) The Carrier will accept for transportation without charge in the passenger compartment specifically trained, certified, accompanied service animals in the following categories;
  - a) Search and rescue dogs travelling for duty 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) A service animal required to assist a person with a disability provided the animal is properly harnessed and certified as having been trained at a professional service animal institution, such animal will be permitted to accompany the person with a disability into the cabin and remain on the aircraft floor at the person's seat.
- 2) For the safety and comfort of all passengers, the Carrier's staff (in consultation with the person with a disability) will determine where the person with a disability and service animals accepted under this rule will be seated.



- 3) Service animals do not require a muzzle.
- 4) The Carrier will not be responsible in the event any such animal is refused entry into or passage through any country. Except as may otherwise be provided for in this tariff, the Carrier will not be responsible in the event of injury, sickness or death of such animal.

#### 6.8.1 *Emotional Support Animals (ESA)*

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

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.
- 3) A letter must be provided from a licensed health care provider, confirming that the individual requires accommodation for air travel with an emotional support dog. The letter must:
  - a) Include the health care professional's license number;
  - b) Be dated within one year of the date of travel;
  - c) 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.

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 dog.
- 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. 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.

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 26, Conditions and Charges for Live Animals.

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.

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.

## 6.9 Liability

The Carrier is not liable for its refusal to transport any passenger or for its removal of any passenger in accordance with the preceding paragraphs of this RULE. However, at the request of the passenger a refund will be issued in accordance with RULE 33, REFUND/FORFEIT - INVOLUNTARY.

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## RULE 7. STRETCHER PASSENGERS

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### 7.1 Acceptance

The Carrier will only accept stretcher passengers and their attendants on aircraft types which can accommodate them.

### 7.2 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.

### 7.3 Requirements

An Incapacitated Passenger Declaration Form must be signed by the passenger's physician. This 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.

This service requires a minimum of 48 hours' notice prior to departure.

### 7.4 Attendant

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 Incapacitated Passenger Declaration 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.

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.

### 7.5 Stretcher Fare

The Stretcher passenger will be assessed a fare equal to 6 times the adult full economy (YL) 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.



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## **RULE 8. REFUSAL TO TRANSPORT AND REMOVAL OF PASSENGER**

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

- 1) Government request or regulations – whenever such action is necessary to comply with any government regulation or public order, or, to comply with any government request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control (including but without limitation, acts of god, force majeure, pandemic, strikes, civil commotions, embargoes, wars, hostilities or disturbances) actual, threatened or reported.
- 2) Search of passenger or property – when the passenger refuses to permit search of his person or property for explosives or a concealed, deadly or dangerous weapon or article.
- 3) Proof of identity – when the passenger refuses on request to produce positive identification.
- 4) Immigration, public health or other similar considerations – when the passenger is to travel across any international, state, provincial or territorial boundary, if;
  - a) The travel documents of such passenger are not in order;
  - 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:
    1. Nunavik
    2. Nunavut
    3. The Northwest Territories
  - c) For any reason, such passenger's embarkation from, transit through, or entry into, any country, state, province or territory from, through, or to which such passenger desires transportation would be unlawful;
  - d) Such passenger fails or refuses to comply with the rules and regulations of the carrier or of any public order including of any public health authority.

5) Prohibited conduct:

Without limiting the generality of the foregoing, 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 (in the future and present) and/or the carrier's employees; of the crew members in their duty aboard the aircraft; or the safe and adequate flight operation:

- a) The person, in the reasonable judgment of a responsible carrier employee, is under the influence of intoxicating liquids or drug (except a medial patient under proper care);



- b) The person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent, or otherwise disorderly, and in the reasonable judgment of a responsible carrier employee there is a possibility that such passenger would cause disruption or serious impairment to the physical comfort or safety of the other passengers or carrier's employees, interfere with a crew member in the performance of his duties aboard carrier's aircraft, or otherwise jeopardize safe and adequate flight operations;
- c) The person's conduct involves any unusual hazard or risk to self or other person's (including, in cases or pregnant passenger, unborn children) or to property;
- d) The person fails to observe the instruction of carrier and its employees, including instructions to cease prohibited conduct;
- e) The person is unable/unwilling to sit in seat with seatbelt fastened;
- f) The person smokes or attempts to smoke in the aircraft or any other prohibited area, and refuses to cease smoking immediately upon the request of any of the Carrier's employees.
- g) The person continues to use a cellular telephone, a laptop computer or an electronic device on board the aircraft after being advised to cease such use by a member of the crew;
- h) The person is barefoot;
- i) The person is wearing or has on or about their person concealed or unconcealed deadly or dangerous weapons; provided, however, that carrier will carry passengers who meet the qualifications and conditions established by the Government of Canada;
- j) The person is manacled and in custody of law enforcement personnel;
- k) The person has resisted or may reasonably be believed to be capable of resisting escorts.
- l) The person has a disability or condition and does not meet the requirements for travel as outlined in RULE 6, CARRIAGE OF PASSENGERS WITH DISABILITIES.

## 8.1 Sanctions

Where in its reasonable discretion the Carrier decides that the passenger had engaged in prohibited conduct as described above. The Carrier may impose any combination of the following sanctions:

- 1) Removal of the passenger at any point.
- 2) Probation. 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 said 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's continued compliance in continued avoidance of prohibited conduct.

- 3) Refuse to transport the passenger. The length of such refusals to transport may range from a onetime only to an indefinite up to a lifetime ban. The length of the refusal period will be in the carriers reasonable discretion, and will be for a period commensurate with 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 the comfort of the other passengers or crew; the unhindered performance of the crew members in their duty aboard the aircraft; or safe and adequate flight operations.

The following conduct will automatically result in an indefinite ban, up to lifetime ban:

- a) The person continues to interfere with the performance of a crew member's duties notwithstanding verbal warnings by the crew to stop such behavior;
- b) The person injures or subjects to a credible threat of injury a crew member or other passenger;
- c) The person has conduct that requires an unscheduled landing and/or the use of restraints such as ties or handcuff;
- d) The person repeats a prohibited conduct after receiving a notice of probation as mentioned in (2) above.

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

In the case of refusal to carry a passenger for a specific flight or removal of a passenger in transit for any reason specified in this RULE, 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 33, REFUND/FORFEIT INVOLUNTARY.

A person who is refused carriage for an indefinite period of time, up to a lifetime ban, or to whom a probation notice is served may provide to the carrier in writing, the reasons why he/she no longer poses 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 or probation notice. Carrier will respond to the passenger within a reasonable period of time providing carrier's assessment.

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## **RULE 9. ELECTRONIC SURVEILLANCE OF PASSENGER AND BAGGAGE**

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Passengers and their baggage are subject to inspection by electronic detection with or without the passengers' consent or knowledge.



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**RULE 10. CARRIAGE OF CHILDREN**

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**10.1 Accompanied Children***10.1.1 Children*

Children under 12 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least 12 years of age.

*10.1.2 Infants*

Only one infant under two years of age will be accepted for the carriage with each fare paying passenger at least 12 years of age occupying the same or adjacent seat to that occupied by the child. Newborn children will not be accepted for travel until 7 days post birth unless an Incapacitated Passenger Declaration Form has been completed. In lieu of this form, the passenger may also present an alternate form from the Stanton Territorial Health Authority or the Government of Nunavut Department of Health and Social Services. In any case, the physician must state that the newborn and mother have been examined and found physically fit to travel from (place) to (place) on (date). The completed form must be received by the Carrier's Meda Desk prior to departure. Passenger must also retain copy and be able to present when requested to do so by the Carrier. Failure to have said documentation may result in denied boarding due to safety reasons for the mother and newborn child. 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.

**10.2 Unaccompanied Children (UM)**

The acceptance of unaccompanied minors is conditional. Normally, no child is accepted for travel unless the name, address and phone number of the person meeting the child is known.

*10.2.1 Check In time*

The child should arrive at the airport at least 90 minutes prior to their scheduled departure in order to complete all necessary forms and check-in procedures.

*10.2.2 Age Restrictions*

- Under 5 years of age are not eligible for UM service and must always be accompanied by a person aged 12 or older when travelling. The person aged 12 or older must not be travelling under the UM service.
- 5 – 11 years of age, travel permitted on direct, thru flights and online connections. The Carrier does not accept unaccompanied minors for transport on any portion of a code-share flight or any interline flight.
- 12 – 17 years of age, may use UM service at the request of a guardian or parent. All travel restrictions and the applicable UM fee will apply.



### 10.2.3 *Procedures*

The parent, guardian or responsible adult bringing the child to the departure airport must remain with the child until the child has boarded, except in locations where not permitted by security where a Canadian North agent will remain with the child at all times. The child and his/her escort should be at the gate no later than 30 minutes prior to scheduled departure time for pre-boarding. The escort must stay at the departure airport until the flight has departed.

An overnight stay mid-journey and/or a connection greater than 4 hours are not permitted unless the parent or guardian makes arrangements for the care of the child prior to commencement of travel.

The parent or guardian must have government issued photo identification and will need to complete all the required documents, providing satisfactory evidence that the minor will be met at the airport of arrival by another parent, guardian or responsible adult who will be named in the documentation and will also require photo identification before the Carrier will release the minor to their care.

In the event of a flight diversion or irregular operations, Canadian North will assist in making alternate arrangements for the child's travel and if a delay results in an overnight stay requirement, the parent or guardian of the child will be notified and will need to make arrangements for care of the child. Canadian North will not accept unaccompanied minors for travel when a flight interruption is anticipated (i.e. landing subject to weather advisory). Alternate arrangements for the child will be made. Canadian North will rebook the child on the next available flight at no charge permitting there is no change in routing.

### 10.2.4 *Forms*

Each unaccompanied minor must have a "UM FORM" completed and signed by a parent or guardian prior to the Carrier accepting the child for travel. Information required is: name, address and phone number of the parent, guardian or responsible adult escorting the child to the flight as well as that of the parent, guardian or responsible adult picking up the child at destination. Any medical information is also to be noted on the form. Minors that 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.

### 10.2.5 *Service Charges*

- 1) Service charge of \$100.00 CAD plus tax applies each direction.
- 2) Service charge applies to the Carrier's flights only.
- 3) If two or more unaccompanied minors from the same family are booked and ticketed and travelling together, only one service charge will apply.
- 4) Refundable if passenger cancels.



#### 10.2.6 *Fare*

Unaccompanied minors are not eligible for any discounts on fare. They will be charged the applicable and available adult fare.

#### 10.2.7 *Carrier's Limited 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.

### **10.3 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 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).

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## **RULE 11. CLASS OF SERVICE AND SEAT SELECTION**

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### **11.1 Class of Service**

Economy Class of Service (applicable to all classes).

### **11.2 Seat Selection**

Seats may be selected free of charge at any point in the reservation and check-in process.

Refer to RULE 38 for assignment of seats to children who are under the age of 14 years.

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## **RULE 12. SMOKING PROHIBITION**

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Smoking, including vaporizers and e-cigarettes, is prohibited on all flights operated by the Carrier and non-compliance with this RULE is subject to those provisions set forth in RULE 8, REFUSAL TO TRANSPORT AND REMOVAL OF PASSENGER.



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## **RULE 13. INFANT RESTRAINT DEVICES**

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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.

### **13.1 Terms and Conditions**

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.*

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.

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:

- In an emergency exit row; or,
- In a seat which would prevent access to emergency or safety equipment; or
- In a seat where it will block access by a person to the aisle, so it may only be placed in a window seat.

The adult travelling with the infant must provide the device. The Carrier assumes no responsibility for the provisions of approved restraint devices described above.

### **13.2 Infant Seating**

There must not be more persons seated in a row than there are oxygen masks.



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.

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## **RULE 14. PRE-PLANNED OXYGEN SERVICE**

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### **14.1 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.

#### **14.1.1 *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>.



#### 14.1.2 *Form Required for the Acceptance of Gaseous Oxygen Cylinders*

An Incapacitated Declaration 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.

#### 14.1.3 *Inflight Requirements for Gaseous Oxygen Cylinders*

- A containment pouch is provided to secure and restrain cylinders, including any cylinder not in use.
- 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.
- Regulators are prohibited from being changed in-flight and passengers traveling with battery-operated regulators should bring extra batteries to ensure the regulators operation.

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.

#### 14.1.4 *Conditions for Acceptance of Portable Oxygen Concentrators (POC) Supplied by Passengers*

- 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.
- 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.
- 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.
- 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>.

#### 14.1.5 *Forms required for the Acceptance of Portable Oxygen Concentrators*

- 1) An Incapacitated Passenger Declaration 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.

- 2) A Portable Oxygen Concentrator (POC) Medical Verification Form must be completed by the passenger's physician or health professional and e-mailed or faxed to the Carrier's Meda desk a minimum of 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.

The forms must be presented to BOTH the check-in agent and in-charge Flight Attendant, prior to boarding. The signed and dated Portable Oxygen Concentrator (POC) Medical Verification Form will be valid for one year from the date it is signed by the passenger's health professional.

#### 14.1.6 *Inflight Requirements for POCs*

- POC Medical Verification FORM must be presented by passenger to In-Charge Flight Attendant and PIC.
- POC and accessories must be securely stowed under the seat in front of the passenger or in the overhead bin when not in use.
- POCs in portable trolleys must be stowed on their side to ensure they fit under the seat.
- Passengers may continue to operate the POC while moving about the cabin.
- 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.
- 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.
- Passengers with POCs are provided with an individual pre-flight safety briefing.
- 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.
- POCs must not cause interference with the electrical navigation or communication equipment on board the aircraft.

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.





## 14.2 Carrier Supplied Oxygen

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.

### 14.2.1 Forms Required for Canadian North Supplied Oxygen

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.

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.

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## RULE 15. CLAIMS

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Applicable to all flights with the exception of code-share flights (see RULE 36, SHARED DESIGNATOR).

### 15.1 Personal Injury and Death Time Limitations

No action shall be maintained for any injury to or the death of any passenger unless notice of the claim is presented in writing to the general offices of the Carrier alleged to be responsible within 90 days after the alleged occurrence of the event giving rise to the claim and unless the action is commenced within 1 year after such alleged occurrence.

### 15.2 Other Time Limitations

In the case of damage, the person entitled to delivery must complain to the carrier forthwith after the discovery of the damage, and, at the latest, within seven (7) days from the date of receipt in the case of checked baggage and fourteen (14) days from the date of receipt in the case of cargo. In the case of delay, the complaint must be made at the latest twenty-one (21) days from the date on which the baggage or cargo should have been placed at his or her disposal. The right to damages shall be extinguished if an action is not brought within a period of two (2) years, reckoned from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.



### 15.3 Preliminary Notice

Every complaint must be made in writing and given or dispatched within the times as set out in section 15.2. If no complaint is made within those timelines, no action shall lie against the carrier, save in the case of fraud on its part.

### 15.4 Overcharges

In addition to the requirements in section 15.2 above, no claim for overcharge shall be valid and no action shall be maintained thereon more than 2 years after the date of sale of the ticket, unless such claim or action is accompanied by the passenger coupon portion of said ticket.

The acceptance for transportation by the Carrier of the passenger whose status, age, or mental or physical condition is such as to involve an unusual hazard or risk to himself/herself, or in the case of pregnant passenger, to any unborn child (whether or not the Carrier has knowledge of such status, age, or mental or physical condition) shall be only upon the condition:

- 1) That the Carrier shall not be liable for any loss or damage arising out of an injury, illness or disability (or any aggravation or consequence thereof, including death) sustained by the passenger, if such loss or damage would have been sustained but for such status, age, or mental or physical condition; and further
- 2) That, in the case of a pregnant passenger, the Carrier shall not be liable for loss or damage arising out of any injury, illness, or disability (or any aggravation or consequence thereof, including death) sustained by an unborn child.

Carrier shall not be liable for consequential, special, punitive or exemplary damages arising from or connected in any way with the act or omission by the Carrier, its employees or agents, whether or not such act or omission was negligent and whether or not the Carrier had knowledge that such damages might be incurred.

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## **RULE 16. TICKETS GENERAL**

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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.

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.

A ticket which has not been validated or which has been altered, mutilated or improperly issued, shall not be valid.



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.

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.

### 16.1 Reissued Ticket

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:

- If used for travel to a destination other than that specified on the ticket;
- If the passenger fails to comply with applicable stay over requirements;
- If the passenger does not meet the purpose or status requirement associated with the fare category on the ticket;
- If the Carrier determines that the ticket has been purchased or used in a manner designed to circumvent applicable fare rules.

### 16.2 Prohibited Practices

The Carrier specifically prohibits the practices commonly known as:

- 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;
- Throwaway Ticketing: meaning the usage of a round trip excursion fare for one way travel;
- 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.
- 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.

### 16.3 Invalidated Ticket

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:

- Cancel any remaining portion of the passenger's or passengers' itinerary;



- Confiscate unused flight coupons;
- Refuse to board the passenger(s) or check passenger's/passengers' baggage; or
- 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.

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## **RULE 17. TICKET VALIDITY**

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### **17.1 Period of Validity**

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.

### **17.2 Extension of Validity**

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.

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.

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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## **RULE 18. CONFIRMATION OF RESERVED SPACE**

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A reservation for space on a given flight(s) is valid when it has been entered into the Carrier's host electronic reservation system and has been confirmed back to the passenger by virtue of providing acknowledgement of the confirmed space or the generation of a booking reference (record locator or reservation code).

Subject to payment in full prior to the deadline set out in the applicable published fare rules a valid ticket (paper or electronic) showing the confirmed reservation will be issued to the passenger(s).



Should the passenger(s) fail to obtain a validated ticket showing the confirmed reservation prior to the deadline as set out in the applicable published fare rules of the confirmed flight(s), the Carrier may cancel such reservation(s) without notice to the passenger(s) without providing compensation.

All reservations must be made and payment in full received by the Carrier prior to applicable Airport Check-In time limits as outlined in RULE 19, CANCELLATION OF RESERVATION.

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## **RULE 19. CANCELLATION OF RESERVATION**

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### **19.1 Cancellation out of Carrier's Control**

- 1) To comply with any Government regulation or request for emergency transportation, whenever such action is necessary as it relates to Health, Immigration, National Defense, Act(s) of Terrorism, War, etc.
- 2) Due to weather or other conditions beyond its control (including but without limitation, Acts of God, Force Majeure, Labour Disturbance, Strikes, Civil Unrest, Embargoes, War, Terrorism, Hostilities or Disturbance) actual, threatened or reported.
- 3) If the passenger fails to occupy a seat which has been reserved by/for him/her for any the Carrier flight, and Carrier is not notified of cancellation of such reservation prior to departure of such flight, or if Carrier cancels reservation in accordance with RULE 8, REFUSAL TO TRANSPORT AND REMOVAL OF PASSENGER.
- 4) The passenger is responsible to ensure that they have allowed ample time to arrive at the airport and present themselves at the Carrier's check-in counter. 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.
- 5) The passenger is responsible to ensure that they have allowed ample time to clear security where applicable 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 10 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.



## 19.2 Liability

If such reservation was cancelled in accordance with items 1) and 2) in section 19.1, Carrier will take such action as is provided in RULE 30, FAILURE TO OPERATE ON SCHEDULE OR FAILURE TO CARRY, RULE 33, REFUND/FORFEIT INVOLUNTARY, and RULE 38, AIR PASSENGER PROTECTION.

If such reservation was cancelled in accordance with sections 3) through 5) of this RULE, the Carrier will cancel all continuing or return reservations held by the passenger(s) on the flights of the Carrier and any other Carrier, provided the Carrier originally reserved the space. The unused value on the ticket will be subject to refund.

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## RULE 20. FARES

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### 20.1 Application of Fares – General

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.

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.

Fares and charges shall apply only to air transportation between the airports served by the Carrier, for which such fares and charges are published. Ground transportation, unless otherwise specified, shall be arranged by the passenger and at their own expense.

### 20.2 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:

1) 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.

2) 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.



3) 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.

4) 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):

- a) 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
- b) A combination of fares via higher classes of service, or
- c) 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).
- d) A fare constructed in accordance with (5) below.

5) Fares are published in the following descending order of classes of service:

Hospitality class service: booking code "Y/M/B/V/H/Q/L"

### 20.3 Round Trip Fares

When a ticket is purchased before the transportation commences or is reissued pursuant to RULE 32, RE-ROUTING- WHEN ALLOWED/VOLUNTARY, the fare applicable to a round trip between two points over the lines of the carrier shall be:

- 1) When specifically published via the desired routing, the applicable round trip fare specifically published by or on behalf of such carrier.
- 2) 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.

### 20.4 Circle Trip Fares

Except as provided below, when a ticket is purchased before the transportation commences or is reissued pursuant to RULE 32, RE-ROUTING- WHEN ALLOWED/VOLUNTARY, 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.



## 20.5 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:

- 1) The first flight on which space is available, or,
- 2) 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.

## 20.6 Routings

Each fare applies only to transportation via the routings specified in connection with such fare. Any local routing in connection with a fare applicable to transportation over the lines of the carrier between any two points shall be included in any routing in connection with:

- 1) any published joint fare which includes transportation over the lines of such carrier between such points, unless expressly excluded from the joint fare routing or routings, or
- 2) Any through fare constructed by combining a local fare with a joint fare. In such instances, the local routing of the carrier shall apply to its entire portion of the through routing, whether or not the passenger travels via the point over which the fare is combined.

Where more than one local fare applies for the portion of passage via the carrier participating in a joint fare, the joint fare shall apply only via the routings specified in connection with the lowest local fare.

## 20.7 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.





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## **RULE 21. EXTRA SEAT**

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### **21.1 Extra Seat for Passengers with Disabilities**

Refer to RULE 6.5, Seating Restrictions and Accommodations

### **21.2 Extra Seat for Comfort**

In the case of passengers who wish to purchase an extra seat for comfort, the Carrier will permit such purchase at a charge of 100% of the applicable fare based on the first seat sold.

#### **NOTES:**

- *In the case of both 21.1 and 21.2 and where denied boarding compensation is offered, passenger(s) who have purchased an extra seat, or who have been granted an extra seat free of charge, are ineligible from collecting compensation for such seat.*
- *In the case of both 21.1 and 21.2, no meals will be provided for such seat.*

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## **RULE 22. ACCEPTANCE OF BAGGAGE**

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### **22.1 General Conditions of Acceptance**

Carrier will accept for transportation as baggage, such personal property as necessary for appropriate wear, use, comfort, or convenience of the passenger(s) for the purpose of the trip, provided they have a confirmed or waitlist ticket, subject to the following conditions:

- 1) All baggage is subject to inspection by the Carrier or a private security company. However, the Carrier will refuse to transport or will remove at any point baggage that the passenger(s) refuse to submit for inspection.
- 2) Baggage will only be carried on the same flight as the passenger
- 3) Carrier may refuse to accept property for transportation, which is not suitably packaged in a manner to withstand ordinary handling, whose size, weight, or character renders it unsuitable for transportation or which cannot be accommodated without harming or annoying other passengers. Baggage which is not suitably packed or has pre-existing damage may be accepted at the sole discretion of the Carrier. Acceptance of such baggage is subject to the liability limitations in RULE 25.3.
- 4) Carrier does not agree to carry in checked baggage or when otherwise placed in the care of the Carrier: Money, Jewelry, Silverware, Negotiable Papers, Securities, Art, or other valuables, Business Documents, Samples, Liquids and Perishable items.
- 5) Applicable baggage fees must be collected as defined within RULE 23, CHECKED BAGGAGE ALLOWANCE, and as applicable RULE 28, EXCESS BAGGAGE AND CALCULATIONS OF OVERSIZED ARTICLES.
- 6) Baggage may be connected through providing the connecting time does not exceed 12 hours.



- 7) It is recommended that baggage have identification on the outside, i.e. name tag for person travelling.

## 22.2 Maximum Weight and Size per Piece

- Maximum weight 50LBS/23KGS each, and
- Maximum size 62IN/158CMS each which is the sum of the height/width and depth.

Additionally for all flights:

- Weight and/or size greater than the maximums stated above are subject to RULE 28, EXCESS BAGGAGE AND CALCULATIONS OF OVERSIZED ARTICLES.
- If any single piece of baggage is over 100LBS/45KGS or its size is over 115IN/292CM must travel as cargo and Cargo rates apply.

*NOTE: Baggage allowance and acceptance are restricted to travel on the Carrier's operated flights only. Refer to RULE 23.2 for interline/codeshare itineraries.*

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## RULE 23. CHECKED BAGGAGE ALLOWANCE

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### 23.1 Standard Checked Baggage Allowance

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 28, EXCESS BAGGAGE AND CALCULATIONS OF OVERSIZED ARTICLES.

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

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

#### 23.1.1 Exceptions

- 1) 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 (h), (i), (j), (k),:
- 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 'QITOUR' fares only; one of either a rod or rifle case or bow case
- 2) Aurora Rewards Members are permitted the allowance as outlined in the terms and conditions of their current membership.
  - 3) Allowances which are dependent on the class of fare purchased on the reservation and subject to the terms and conditions of such fare.
  - 4) Additional exceptions to the standard free baggage allowance may apply as outlined in a Corporate Travel Agreement with the Carrier.

### 23.1.2 Pooled Baggage

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 23.2 for interline/codeshare itineraries.*

## 23.2 Baggage Allowance on Interline / Codeshare Itineraries

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



- b) 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.
- c) Baggage rule determination by selecting carrier.

### 23.2.1 *Checked Baggage*

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 most significant carrier, as determined by IATA Resolution 302 and conditioned by the Canadian transportation agency, in order for that carrier's baggage rules, as established in its tariff, to apply to the entire interline itinerary.

The carrier identified by means of 1) or 2) will be known as the selected carrier.

- Scenario 1 – international interline (i.e. 5T YFB-YOW AC YOW-LHR)  
In this scenario, the Carrier will apply AC's baggage rules as AC is the most significant marketing carrier on the journey.
- Scenario 2 – trans-border interline (i.e. 5T YZF-YEG WS YEG-LAS)  
In this scenario, the Carrier will apply WS baggage rules as WS is the most significant marketing carrier on the journey.

### 23.2.2 *Carry-on Baggage*

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.

### 23.2.3 *Baggage Rule Application by Participating Carrier*

Where Canadian North 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, Canadian North will apply as its own the baggage rules of the selected carrier throughout the interline itinerary.

### 23.2.4 *Disclosure of Baggage Rules*

Disclosure of baggage rules summary page at the end of an online purchase and e-ticket disclosure:

- 1) 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.

- 2) The carrier will disclose the following information:
  - a) Name of the carrier whose baggage rules apply;
  - b) Passenger's free baggage allowance and/or applicable fees;
  - c) Size and weight limits of the bags, if applicable;
  - d) 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);
  - e) Existence of any embargoes that may be applicable to the passenger's itinerary; and,
  - f) Application of baggage allowances and charges (i.e. whether they are applied once per direction or if they are applicable at each stopover point).
- 3) 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).

The carrier will disclose on its web site, in a convenient and prominent location, a complete and comprehensive summary of all 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) Acceptable and charges related to special items, e.g. surf boards, pets, bicycles, etc.;
- 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, etc.



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## **RULE 24. CHECKED AND CARRY-ON BAGGAGE**

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Passenger may check baggage for carriage in the cargo compartment of the aircraft and/or may carry baggage on board the aircraft subject to the provisions in sections 24.1 and 24.2 below. The Carrier will determine the suitability of baggage, as to weight, size, and character, to be carried in the passenger compartment of the aircraft.

### **24.1 Checked Baggage**

Carrier will check baggage which is tendered by the passenger and which is acceptable under the terms of RULE 22, ACCEPTANCE OF BAGGAGE, RULE 25, CONDITIONS AND CHARGES FOR ACCEPTANCE OF SPECIAL AND/OR FRAGILE ITEMS AND PROHIBITED ITEMS, and RULE 26, CONDITIONS AND CHARGES FOR LIVE ANIMALS, upon presentation by the passenger of a valid ticket for transportation over the lines of the Carrier or over the lines of that Carrier and one or more other Carriers, subject to the conditions specified below:

- 1) Baggage must be checked at the designated Carrier check-in counter not later than the airport check-in cut-off time.
- 2) Passenger's name must appear on the outside of the baggage
- 3) Baggage will not be checked:
  - a) To a point that is not on the passenger' routing, or beyond the passenger next point of stopover.
  - b) Beyond a point to which the passenger wants to reclaim the baggage, or beyond a point to which all applicable charges have been paid.
  - c) Beyond a point to which the passenger is to transfer to connection flight, if that flight is scheduled to depart from an airport different from the one at which the passenger is scheduled to arrive.
  - d) Live animals will not be checked beyond a point of transfer to another Carrier.

### **24.2 Delivery of Checked Baggage**

Will be delivered to the bearer of the valid baggage claim check upon payment of all unpaid sums due to the Carrier under contract of the carriage and upon return to the Carrier of the baggage (claim) tag(s) issued in connection with such baggage. Delivery will be made at the destination shown on the baggage check.

If the provisions in section 24.1 above are not complied with by a person claiming the baggage, the Carrier will deliver the baggage only on condition that such person establishes to the Carrier's satisfaction his/her right thereto.



At the request of the bearer of the baggage check and baggage (claim) tag(s), checked baggage will be delivered at a place of departure or an intermediate stopping place upon the same conditions provided for in section 24.1 above, unless precluded by government regulations, or unless time and circumstances do not permit.

Acceptance of baggage by the bearer of the baggage check and baggage (claim) tag(s) without written complaint at the time of delivery is presumptive evidence that the baggage and contents have been delivered in good condition and in accordance with the contract of carriage.

Passenger(s) who arrive at the airport of departure for check-in after the airport check-in cut off time for scheduled departure or who are travelling on standby basis and are accepted for carriage will be advised that it may not be possible to load their checked baggage on the flight on which he/she has been accepted for carriage, such baggage will be accepted upon execution of a release, supplied by the Carrier, which relieves the Carrier from liability of any delivery charges resulting from failure of baggage to arrive on the flight on which the passenger travelled unless the Carrier has failed to exercise ordinary standard of care in the carriage and delivery of the baggage.

### **24.3 Carry-on Baggage**

When baggage is carried on board the aircraft it must be stored within access of the passenger either under the seat directly in front of them or in the overhead compartment above them. Baggage must be safely stored at all times, including takeoffs and/or landings or when requested to do so by a member of the cabin crew for safety reasons. The Carrier may require that the proposed carry-on baggage be checked as checked baggage due to space limitations within the cabin of the aircraft, as such, RULE 22, ACCEPTANCE OF BAGGAGE, RULE 25, CONDITIONS AND CHARGES FOR ACCEPTANCE OF SPECIAL AND/OR FRAGILE ITEMS AND PROHIBITED ITEMS, RULE 26, CONDITIONS AND CHARGES FOR LIVE ANIMALS, as well as sections 24.1 and 24.2 above shall apply.

#### **24.3.1 *Electronic Devices***

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.



24.3.2 *Maximum Number of Pieces, Size and Weight*

- 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 7F830/7F831 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, RULE 22, ACCEPTANCE OF BAGGAGE, RULE 23, CHECKED BAGGAGE ALLOWANCE, RULE 25 CONDITIONS AND CHARGES FOR ACCEPTANCE OF SPECIAL AND/OR FRAGILE ITEMS AND PROHIBITED ITEMS, RULE 26, CONDITIONS AND CHARGES FOR LIVE ANIMALS, as well as sections 24.1 and 24.2 of this RULE apply.

Size / Weight Limits	
BOEING 737 26CM X 46CM X 56CM 10" X 18" X 22" (INCHES) 22LBS/10KG	ATR-42 and DH-8 23CM X 41CM X 46CM 9" X 16" X 18" (INCHES) 22LBS/10KG

- 4) 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

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**RULE 25. CONDITIONS AND CHARGES FOR ACCEPTANCE OF SPECIAL AND/OR FRAGILE ITEMS AND PROHIBITED ITEMS**

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The following are special items or types of items that will be accepted as baggage subject to the conditions shown and the liability outlined in Rules 25.2 and 29.3:

- 1) Fragile or perishable items which are appropriately packaged, including but not limited to the following:
  - a) Artistic items – Paintings, drawings, printers, statues or other sculptures, soapstone and/or bone carvings, plastics, and plaster of Paris molds and casts.
  - b) Chinaware/ceramics/pottery – Ceramics, pots, bowls, dishes, crockery, ornaments, or other containers made of baked clay or porcelain.





- c) Electronic and mechanical items – Personal computers, display terminals, printers, typewriters, sewing machines, watches, clocks, sensitive calibrated tools and instruments, televisions, radios, calculators, audio and visual equipment, electron microscopes, electrographs, and electronic medical equipment.
- d) Garment bags – Garment bags and suit/dress covers of light flimsy plastic or vinyl designed for carrying and not for shipping, including the contents of such bags or covers.
- e) Glass – Glassware, crystal, mirrors, bottles and any liquids contained therein (excluding reasonable quantities of toiletries), telescopes, binoculars, barometers, glass covers on pictures, plate window glass, stained glass, lampshades, and eyeglasses and contact lenses that are not in their cases.
- f) Household articles – Lamps, lamp shades, and items of similar material.
- g) Hunting trophies – Sporting trophies such as animal horns and antlers.  
*NOTE: Antlers will not be included in determining the free baggage allowance and will always be subject to a charge of 100.00CAD for each full rack and 50.00CAD for each split rack one way.*
- h) Incubators – An infant's incubator will be accepted for transportation in the passenger compartment subject to advance arrangements and the following conditions:
  - 1. A ticket must be purchased for the infant at 150% of the full adult fare.
  - 2. The infant must be accompanied by an attendant who will care for the infant during the trip and who must occupy the seat adjoining those occupied by the incubator. The attendant will pay the full adult fare.
- i) Liquids.
- j) Liquor cartons.
- k) Musical instruments and equipment – Guitars, violins and violas, cellos, organs, harps, drums, and amplifiers or speakers used in conjunction with electronic instruments.
- l) Paper – Business documents, mechanical drawings, blueprints, maps, charts, historical documents, and photographs include negatives, prints, portraits and slides.
- m) Perishable items:
  - 1. Fresh or frozen foodstuffs such as fruits, vegetables, meats, fish, poultry, and bakery products;
  - 2. Dairy products;



3. Floral and nursery stock such as flower, fruit, and vegetable plants
4. Cut flowers and foliage such as floral displays.
  - n) Photographic / cinematographic equipment – Cameras, photoflash equipment, photometers, spectrosopes, phototubes, or other devices using sensitive tubes or plates. Also video tape and/or film (still or movie) exposed and unexposed.
  - o) Plastics
  - p) Precision items – Microscopes, oscilloscopes, meters, counters, polygraphs, electrographs, and medical equipment
  - q) Recreational and sporting goods – Tennis, squash, racket ball, badminton and other rackets, surfboards, including windsurfers, scuba diving masks and pressure gauges.
  - r) Toys – Dolls, dollhouses, and model trains and airplanes.
- 2) Cremated Human Remains will be accepted as checked baggage provided they are properly packed. A copy of the death and cremation certificates must be shown to the check-in agent. At airports where there is security screening, cremation containers are subject to screening and may be rejected, whether transported empty or full, as carry-on or checked baggage.
- 3) Firearms of any description and size may not be transported in the passenger compartment. Firearms will be carried as checked baggage provided the passenger possesses the required permit/license and, provided that such firearms are unloaded and disassembled or packed with the trigger mechanism removed or locked. In all cases, firearms must be rendered inoperable. The firearm must be stored in a locked, specially designed, non-transparent container that cannot be easily broken into during flight. Any ammunition must follow Dangerous Goods Regulations and be packed separately from the firearm. The passenger is required to sign a Firearms Declaration upon check-in indicating that the firearm is unloaded and acknowledging the passenger's responsibility under the criminal code. The provisions of this subparagraph do not apply to Peace Officers' prescribed sidearms or other similar weapons.

For the purpose of this provision, one item of shooting equipment is defined as (1) one rifle case containing not more than two rifles, with or without scopes, 5 kg (11 lbs.) of ammunition, one shooting mat, noise suppressors, and small rifle tools; (2) two shotguns and two shotgun cases and 5 kg (11 lbs.) of ammunition; or (3) one pistol case containing not more than five pistols, noise suppressors, one pistol telescope, and small pistol tools.

Firearms will be included in determining the free baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece.



- 4) Explosives, munitions, corrosives and articles which easily ignite will not be accepted for carriage unless the prior consent of the Carrier is obtained and measures deemed satisfactory by the Carrier, in its sole discretion, are taken in the packaging of the goods.
- 5) Pictures, framed and unframed, with or without glass, must be packed to ensure proper protection and must be of a size that can be safely stored onboard.
- 6) Bicycles will be accepted, subject to the conditions and charges specified below and/or in RULE 28, EXCESS BAGGAGE AND CALCULATIONS OF OVERSIZED ARTICLES. Carrier will accept one non-motorized touring or racing bicycles with single seats per passenger. Bicycle must have handlebars fixed sideways, pedals removed and tires deflated. Bicycles will not be included in determining the free baggage allowance. The fee for transportation of a bicycle is \$75.00 plus applicable tax per bicycle. This fee also applies to any bicycle packed in a box or travel case.
- 7) Bowling equipment will be accepted as checked baggage. Bowling equipment will be included in determining the free baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece. (For the purpose of this provision one item of bowling equipment is defined as one bowling ball, one bowling bag, and one pair of bowling shoes.)
- 8) Fishing equipment will be accepted as checked baggage and will be included in determining the standard baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece as shown in RULE 28, EXCESS BAGGAGE AND CALCULATIONS OF OVERSIZED ARTICLES, whether or not presented as a single piece (for the purpose of this provision one item of fishing equipment is defined as two rods, one reel, one landing net, one pair of fishing boots (all properly encased), and one fishing tackle box).
- 9) Golfing equipment will be accepted and included in determining the standard baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece as shown in RULE 28, EXCESS BAGGAGE AND CALCULATIONS OF OVERSIZED ARTICLES. For the purpose of this provision one item of golf equipment is defined as one golf bag containing not more than 14 golf clubs, 12 golf balls, and one pair of golf shoes.
- 10) Hockey equipment contained within an equipment bag will be accepted and included in determining the standard baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece as shown in RULE 28, EXCESS BAGGAGE AND CALCULATIONS OF OVERSIZED ARTICLES. The bag must weigh no more than 50LBS/23KGS or excess weight fees will apply. Hockey equipment bags exceeding the maximum allowable size of 62IN/158CMS will be accepted and excess fees will be waived, providing the equipment bag contains primarily hockey equipment. One item of hockey equipment is defined as a maximum of 2 sticks taped together, a helmet, skates, pads, and hockey clothes, whether or not presented as a single piece. All equipment must be properly packed for shipping.



- 11) Skiing equipment will be accepted as checked baggage. Skiing equipment will be included in determining the free baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece. (For the purpose of this provision one item of skiing equipment is defined as one pair of skis, one pair of ski poles, one pair ski bindings, and one pair of ski boots).
- 12) Windsurfing equipment consisting of one windsurfing board, and one mast boom and sail will not be included in determining the free baggage allowance subject to availability of space and will always be subject to a charge of \$98.00 CAD.

### 25.1 Prohibited Items

In addition to items prohibited under governmental regulations and/or restrictions, or otherwise prohibited by the Carrier, whether or not included in this tariff, the following are not accepted as checked or carry-on baggage:

- 1) Bear spray and bear bangers
- 2) Small lithium battery-powered vehicles- Due to safety concerns associated to the lithium batteries that power them, vehicles not accepted include hoverboards, electric skateboards, airwheels, mini-Segways and balance wheels.

### 25.2 Liability for Special and/or Fragile Items

The Carrier shall not be liable for the destruction, loss, damage, or delay in delivery of any property defined in this Rule or for any other loss or damage of whatever nature resulting from any such loss or damage or from the transportation of such property including damage or delay to perishable items or loss or delay of unsuitably or inadequately packed items, to the extent that the destruction, loss or damage resulted from the inherent defect, quality or vice of the baggage, or, in case of delay, that the carrier, its agents, and servants took all measures that could reasonably be required to avoid the damage or that it was impossible to take such measures.

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## RULE 26. CONDITIONS AND CHARGES FOR LIVE ANIMALS

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### 26.1 Animals in the Cargo Hold (AVIH)

The Carrier will accept household animals for transportation; the acceptance of animals is subject to the conditions below:

- 1) Advance notice, minimum of 48 hours prior to scheduled departure date, is required.
- 2) Passengers travelling with a live animal must present themselves and their animal(s) at the check-in counter a minimum of 90 minutes prior to scheduled departure time. It is recommended that passengers with live animals check-in at least 2 hours prior to departure. Failure to check-in 90 minutes prior to departure may result in denied travel and/or acceptance of the animal.



- 3) The animal must be harmless, inoffensive, odorless, and require no attention during transit.
- 4) The animal must be confined in a cage or container subject to inspection and approved by the Carrier. Cardboard boxes, etc. are not permitted.
- 5) 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.
- 6) Kennels/containers are to be supplied by the passenger(s).
- 7) Carriage is limited to two containers per passenger.
- 8) Carrier will limit the number of household pets accepted per flight.
- 9) Acceptance of animals will not be included as part of the passengers free baggage allowance.
- 10) The kennel/container must be large enough for the animal to stand in a natural position, to turn around and to lie down. Soft based and wire kennels/containers will not be accepted for carriage.
- 11) A maximum of 2 adult animals, used to cohabitation, may be shipped in the same kennel/container. Maximum of 3 animals from the same litter, up to 6 months old, permitted in same kennel/container.
- 12) Females in heat or with suckling young and weaned puppies under 8 weeks old not accepted.
- 13) Fees for transportation of each kennel/container are outlined below. All fees are subject to applicable taxes. Fees do not apply to service animals.
- 14) 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. 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.

Type of Kennel	Max. Dimensions	Max. Weight	Fee
Small Kennel	21 X 16 X 15 in (53 X 40 X 38 cm)	Maximum of 20 lbs.	\$150.00 CAD
Medium Kennel	32 X 23 X 24 in (81 X 58 X 61 cm)	Maximum of 70 lbs.	
Large Kennel	40 X 27 X 30 in (102 X 69 X 76 cm)	Maximum of 100 lbs.	

*Kennels greater than 100 lbs and/or in excess of the maximum dimensions for a Large Kennel must be shipped via Cargo at the applicable Cargo rate*



*NOTE: Interlining of animals is NOT permitted. The Carrier will not accept animals for transport on code-share or shared designator flights marketed by the Carrier and operated by another Carrier.*

## 26.2 Pets in Cabin (PETC)

The Carrier will accept small household animals including cats, dogs, birds, rabbits, hamsters, guinea pigs, gerbil, hedgehogs and chinchillas. The acceptance of animals is subject to the conditions below:

- 1) Advance notice, minimum of 48 hours prior to scheduled departure date, is required.
- 2) The animal must be harmless, inoffensive, odorless, and require no attention during transit.
- 3) The animal must be confined in a cage or container subject to inspection and approved by the Carrier. 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.
- 4) The maximum size of the kennel is:
  - a) For transportation on 737 and aircraft  
The container must not exceed length x width x height measurements of:  
48 x 40 x 22 cm (19 x 16 x 9 in) the container is approved for an animal not exceeding 18 cm (7 in.) to the top of the shoulder. Any animal too large for this container when closed must be carried in the cargo compartment.
  - b) For transportation on ATR-42 and DH-8 aircraft  
The container must not exceed length x width x height measurements of:  
46 x 20 x 22 cm (18 x 8 x 9 in) the container is approved for an animal not exceeding 18 cm (7 in.) to the top of the shoulder. Any animal too large for this container when closed must be carried in the cargo compartment.
  - c) The maximum combined weight of the animal and kennel is 22LB/10KG.
- 5) Must be securely housed in a kennel/container 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.
- 6) The container must be stored under the passenger's seat and the animal must remain closed in the container while on board the aircraft, and the container must remain closed and sealed from time of entry into the aircraft until after deplaning. The passenger will not be permitted in a row immediately behind a bulkhead or adjacent to an emergency exit.
- 7) Kennels/containers are to be supplied by the passenger(s).
- 8) 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.
- 9) Two (2) animals in one kennel will be accepted per passenger.
  - 10) Carrier will a maximum of two (2) kennels per flight. This number is not to include any service animal onboard. The Carrier may also limit at any time because a person with a severe allergy to the animal is travelling on the same aircraft.
  - 11) Fee for transportation of each kennel/container is \$50.00 CAD plus applicable taxes.

*NOTE: Interlining of animals is NOT permitted. The Carrier will not accept animals for transport on code-share or shared designator flights marketed by the Carrier and operated by another Carrier.*

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## **RULE 27. CABIN SEAT BAGGAGE**

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The Carrier does not accept cabin seat baggage on any of the carrier's operated flights. Passengers are responsible to contact the operating carrier for code-share and interline flights.

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## **RULE 28. EXCESS BAGGAGE CHARGES AND CALCULATIONS OF OVERSIZE ARTICLES**

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Baggage in excess of the maximum allowance specified in RULE 23, CHECKED BAGGAGE ALLOWANCE will be accepted for transportation on a space available basis only upon payment of excess baggage charges specified in this RULE. Excess charges will apply from the point at which baggage is accepted for transportation to the point to which baggage is checked or transported in the passenger compartment.

### **28.1 Applicable Charges**

Where the provisions of RULE 23, CHECKED BAGGAGE ALLOWANCE 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 23, CHECKED BAGGAGE ALLOWANCE 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.*



<b>3rd Bag</b>	Travels standby based on space available, unless it is an exception to the standard allowance as per RULE 23.1.1	\$75.00 CAD
<b>4th Bag</b>	Travels standby based on space available.	\$100.00 CAD
<b>5th Bag</b>	Travels standby based on space available. Maximum of five (5) bags per passenger. Additional pieces must be shipped cargo.	\$100.00 CAD
<b>Oversize</b>	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
<b>Overweight (51 lbs to 70 lbs)</b>	Weight is 51 lbs up to 70 lbs	\$25.00 CAD
<b>Overweight (71 lbs to 100 lbs)</b>	Up to a maximum of 100 lbs. Anything over 100 lbs. (45 kg) must be shipped cargo.	\$100.00 CAD
<b>Oversize and overweight</b>	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.*

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## **RULE 29. LIABILITY – PASSENGERS AND BAGGAGE**

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### **29.1 Liability in the Case of Death or Bodily Injury of a Passenger**

The Carrier shall be liable under Article 17 of the Warsaw Convention or 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 defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to such claims including, but not limited to, the exoneration defense 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 hereof.





- 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.
- 5) 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.

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, defenses, 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.

## **29.2 Liability in the Case of Destruction or Loss of, Damage to, or Delay of Checked and Unchecked Baggage**

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) The liability of the Carrier is limited to 1,288 Special Drawing Rights for each passenger in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked, under the Warsaw Convention or the Montreal Convention, whichever may apply. Unless the passenger proves otherwise:



- a) All baggage checked by a passenger shall be considered to be the property of that passenger;
  - b) A particular piece of baggage, checked or unchecked, shall not be considered to be the property of more than one passenger; and
  - c) 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.
- 2) 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.
  - 3) 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 defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply, in addition to any limitation of defense recognized by a Court with proper jurisdiction over claim.
  - 4) The Carrier reserves all defenses and limitations available under the Warsaw Convention and the Montreal Convention, whichever may apply to such claims including, but not limited to, the defense of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention, and the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not invoke Article 22(2) and 22(3) of the Warsaw Convention in a manner inconsistent with paragraph 1 hereof. 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.
  - 5) In no case shall the Carrier liability exceed the actual loss suffered by the passenger
  - 6) All claims are subject to proof of loss.
  - 7) In lieu of monetary compensation, the Carrier may offer a Future Travel Credit Voucher in an amount equal or greater to the value of the loss, damage or delay of the baggage. The passenger's acceptance of this compensation is required in writing.

*IMPORTANT: Despite the utmost care we provide in handling your baggage, the Carrier is not responsible for the following: 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.*

*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.*



### 29.3 Higher Declared Value

The maximum declared value is as per 29.2(1) and the Carrier does not have a provision to declare a higher value.

### 29.4 Mobility Aids

*NOTE: The liability of the Carrier for substantiated 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, is to be based on the cost of the repair or replacement value of the mobility aid.*

In the event that a mobility aid 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 1) 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 1) above, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

### 29.5 Animals

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

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.



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## **RULE 30. FAILURE TO OPERATE ON SCHEDULE OR FAILURE TO CARRY**

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The provisions of this RULE apply to passengers holding a confirmed reservation only.

### **30.1 Schedule Irregularity**

When a passenger is delayed due to a schedule irregularity, the following provisions apply, as applicable:

- Carrier will transport the passenger without stopover on the next flight on which space is available and in the same class of service as his/her original flight.
- The Carrier may, without notice and at its sole discretion, substitute alternative carriers and/or aircraft as necessary.
- If the irregularity cannot accommodate the passenger's travel requirements, refund the ticket or unused coupon(s) thereof in accordance with RULE 33, REFUND/FORFEIT INVOLUNTARY.
- For regularities within the control of the Carrier or within the control of the Carrier but required for safety reasons, if alternate transportation attempts are not successful on the same day of travel, the Carrier will make arrangements for those passengers who are in transit, for one hotel night, meals, and transfers to/from airport.

### **30.2 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 30.1 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.*

### **30.3 Liability**

Refer to RULE 38, AIR PASSENGER PROTECTION, for additional information. Carrier is not liable for missed connections with other carriers that are not on the same ticket.

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## **RULE 31. DENIED BOARDING COMPENSATION AND OVERBOOKING**

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### **31.1 Applicability**

- 1) This RULE applies to all passengers irrespective of the type of revenue ticketed fare when the carrier is unable to provide previously confirmed space due to there being more passengers holding confirmed reservations and tickets than for which there are available seats on a flight (overbooking), subject to the exceptions outlined in 31.5(2).
- 2) This RULE does not apply to passengers travelling on non-revenue fares.
- 3) A passenger who fails to check-in or present themselves at the boarding area within the carrier's check-in deadline and/or boarding time deadline as specified in RULE 19, CANCELLATION OF RESERVATION, will not receive denied boarding compensation and will at the carrier's discretion have their reservations cancelled and will be subject to the terms.

### **31.2 Request for Volunteers**

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

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



### 31.3 Boarding Priorities

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

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

### 31.4 Transportation for Passengers Denied Boarding

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

- 1) Carry the passenger to the destination named on the ticket, or applicable portion thereof, within a reasonable amount of time, on another of its passenger aircraft on which space is available, without additional charge.
- 2) Reroute the passenger to the destination named on the ticket, or applicable portion thereof, on its own transportation services within a reasonable amount of time.
- 3) Reroute the passenger to the destination named on the ticket, or applicable portion thereof, on another air carrier's transportation services, including interline or, where possible and necessary, non-interline carriers, within a reasonable amount of time.
- 4) If the passenger chooses to no longer travel as the denied boarding results in the loss of purpose of travel or if the carrier is unable to perform the options stated in (1), (2) or (3) above within a reasonable amount of time, the carrier will transport the passenger to the point of origin named on the ticket and refund the full amount of the ticket, irrespective if travel has commenced, or subject to the passenger's written agreement, offer a travel voucher for future travel;
- 5) Otherwise, should the alternate transportation proposed by the carrier not meet the passenger's satisfaction, the carrier will offer a refund equal to the fare and charge paid. The refund will be made to the purchaser of the ticket(s). The form of refund will be the same form used as payment of the ticket(s). The refund will be based on the total value of the ticket(s).



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

### 31.5 Compensation for Passengers Denied Boarding

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

- 1) Conditions of Payment
  - a) The passenger holding a confirmed and ticketed reservation must present him/herself for carriage in accordance with this tariff: having complied fully with the carrier's applicable reservation, ticketing, check-in and boarding requirements within the time limits and at the location set out in RULE 19, CANCELLATION OF RESERVATION; and,
  - b) The carrier must not have been able to accommodate the passenger on the flight on which he or she held confirmed and ticketed reservations and the flight departed without the passenger.
- 2) A Passenger will not be Eligible for Compensation under the Following Conditions:
  - a) The passenger who checks-in after the carrier's check-in deadline or presents him/herself at the boarding area after the carrier's boarding time deadline as specified under RULE 19, CANCELLATION OF RESERVATION, will not receive denied boarding compensation and will have his/her reservations cancelled as specified under Rule 8, REFUSAL TO TRANSPORT AND REMOVAL OF PASSENGER.
  - b) When a flight on which the passenger holds confirmed and ticketed reservations is cancelled.
  - c) When space on a flight has been requisitioned by a government or by medical authorities for emergency transportation.
  - d) If, for operational and safety reasons, beyond the carrier's control, the aircraft has been substituted with one having lesser capacity and the carrier took all reasonable measures to avoid the substitution or that it was impossible for the carrier to take such measures.
- 3) Amount of Compensation for Denied Boarding  
Refer to RULE 38, AIR PASSENGER PROTECTION.

*NOTE: Passenger(s) who have purchased an extra seat, are ineligible from collecting compensation for such seat.*



- 4) Time of Offer of Compensation
  - a) Once compensation has been offered, and if accepted, the passenger will sign an acknowledgment of offer on the day and at the place where the denied boarding occurred.
  - b) In the event the alternate transportation departs before the acknowledgement of offer can be signed, the offer will be sent by most expeditious means available within 48 hours after the time the denied boarding occurs. The passenger will, in turn, sign this acknowledgment and return it to the carrier by the most expeditious means available.

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### **RULE 32. RE-ROUTING – WHEN ALLOWED/VOLUNTARY**

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Subject to specific fare rule provisions, when a passenger at his/her request desires the Carrier to re-route them, and upon presentation of his/her ticket or unused portion thereof, the following provisions apply:

- 1) If change in routing results in a higher value vs. the original fare paid the passenger must pay the difference and any applicable fees and taxes prior to the ticket being reissued or amended.
- 2) If change in routing results in a lower fare vs. original fare paid the Carrier will grant such refund and the passenger will receive the value of the difference in the form of a Future Travel Credit Voucher, less applicable fees and taxes.

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### **RULE 33. REFUND/FORFEIT INVOLUNTARY**

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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,





1. The routing specified on the ticket, if the point of termination was part of that routing; or,
  2. 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 31, DENIED BOARDING COMPENSATION AND OVERBOOKING (section 31.4 (4) and (5)) 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.

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#### **RULE 34. REFUND/FORFEIT VOLUNTARY**

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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, less applicable fees and taxes.
- 2) If a portion of the ticket is used, the refund will be equal to the difference between the fare paid less transportation used, less applicable fees and taxes.
- 3) Refund will be made in accordance with (1) or (2) above provided application has been made no later than six months after the expiration date of the ticket.
- 4) Refund will be per the original form of payment, except when a Future Travel Credit Voucher is issued.

Except as provided below, the Carrier will refund in accordance with this RULE to the person named as the passenger on the ticket:

- 1) Tickets issued against a credit card honoured by 5T will be refunded only to the account of the person to whom such credit card was issued.
- 2) If at the time of purchase, the purchaser designates on the ticket another person to whom refund should be made, the refund will be made to the person so designated. A refund made in accordance with this procedure to a person representing himself as the person so designated in the ticket or exchange order shall be deemed a valid refund and the carrier will not be liable to the true passenger for another refund.



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## **RULE 35. REFUNDS IN CASE OF DEATH**

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The following provisions apply to non-refundable tickets and to tickets with cancellation fees when transportation is cancelled due to death of a passenger, a member of his/her immediate family, or travelling companion:

- 1) Prior to commencement of travel, surrender unused tickets for a full refund of fare and any cancellation fees.
- 2) After commencement of travel, surrender unused portions of the ticket, refund will be the be an amount equivalent to the difference, if any, between the fare and cancellation fees paid, less the applicable one way economy fare for transportation used.
- 3) Refund will only be made upon presentation to the Carrier of either Death Certificate or Funeral Director Statement.

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## **RULE 36. SHARED DESIGNATOR**

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- 1) The Carrier markets select flights operated by other Carriers as per negotiated code-share or shared designator agreements.
- 2) Unless otherwise specified herein or by the fare rules of the specific fare(s) purchased by the passenger, passengers travelling on a flight marketed by Canadian North are subject to the terms and conditions of carriage of the operating Carrier. Passengers are therefore advised to consult the operating carrier's terms and conditions of carriage prior to travel.

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## **RULE 37. GROUP SALES**

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

- RULE 17 – TICKET VALIDITY
- RULE 18 – CONFIRMATION OF RESERVED SPACE
- RULE 19 – CANCELLATION OF RESERVATION
- RULE 20 – FARES
- RULE 32 – RE-ROUTING- WHEN ALLOWED/VOLUNTARY
- RULE 34 – REFUND/FORFEIT VOLUNTARY

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



### 37.1 Deposit

A deposit equal to 10% of the base fare is due within 2 days after the space is confirmed. All deposits must be made by credit card.

### 37.2 Payment in Full

The total payment for the reservation, less the deposit paid, is due at 21 days prior to the departure date.

### 37.3 Names of Passengers Travelling in the Group

Names of passengers travelling in the group are required with the payment in full. Name changes and associated fees prior to departure date are as follows:

Timing	Fee
Up to 3 days prior	Free
More than 1 day to less than 3 days	\$50/name change
Less than 1 day	No changes permitted

### 37.4 Group Size Reduction

Reductions prior to departure date are permitted as follows:

Timing	Conditions
30 days or more prior	No deposit forfeited but full deposit retained to apply to total
Less than 30 days prior	Deposit directly relative to the number of passengers reduced will be forfeited

*NOTE: If group reduces by 50% or greater, or falls below the criteria of 9 or more passengers, carrier reserves the right to renegotiate or eliminate fare discounts.*

### 37.5 Cancellations and No Show

Cancellations of individual passengers or entire group reservations are subject to the criteria outlined below with respect to deposits and payments in full.

No Show passengers at flight departure will forfeit 100% of fare paid.

#### 37.5.1 Deposits

Deposits are non-refundable. Future travel credit or forfeit, as applicable, prior to date of departure is as follows:



Timing	Conditions
30 days or more prior	100% of deposit will be provided as a future travel credit, valid for one year from date of issue
Less than 30 days prior	100% of deposit will be forfeited

### 37.5.2 Payment in Full

Payments are non-refundable. Future travel credit or forfeit, as applicable, prior to date of departure is as follows:

Timing	Conditions
15 or more days prior	100% of total cost, less deposit, will be provided as a future travel credit, valid for one year from date of issue
10 days to 14 days prior	50% of total cost, less deposit, will be provided as a future travel credit, valid for one year from date of issue. Remainder is forfeited
9 days or less prior	100% of total cost will be forfeited

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## RULE 38. AIR PASSENGER PROTECTION

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*NOTE: If there is any discrepancy between this RULE and any other RULE in this tariff, the provisions of this RULE in conjunction with the applicable regulations will apply.*

### 38.1 Air Passenger Protection

In the event a flight is delayed or cancelled, the passenger is denied boarding or baggage is lost or damaged, the passenger may be entitled to certain standards of treatment and compensation under the Air Passenger Protection Regulations.

Passengers are encouraged to contact the Carrier at [customerrelations@canadiannorth.com](mailto:customerrelations@canadiannorth.com) so that the Carrier can address the passenger's concern. In order to help the Carrier assist the passenger, the following details are required:

- Passenger name(s) (as it appeared on the reservation)
- Desired method to be contacted (email address and/or telephone number)
- The date(s) travelled
- The flight number(s) travelled on
- Details of the issue encountered

Alternately, passengers have the option of contacting the Canadian Transportation Agency with their concerns, using their online form, at 1-888-222-2592 or [info@otc-cta.gc.ca](mailto:info@otc-cta.gc.ca).



For more information about passenger rights, passengers can visit the Canadian Transportation Agency website <https://www.otc-cta.gc.ca/eng/consultation/air-passenger-protection-regulations>.

### 38.2 Denied Boarding

Denied boarding occurs when the number of passengers present for boarding exceeds the number of seats available on a flight. This does not include situations where a passenger is refused transport for safety, security or health reasons.

The Carrier has clearly defined policies regarding how denied boarding will be handled, which are explained fully within RULE 31.

If a passenger is denied boarding against their will for a reason that is within the Carrier's control and not required for safety – for example, overbooking or a change in aircraft due to scheduled maintenance – the passenger will be entitled to compensation. This compensation is based on the length of delay upon arrival at the final destination.

Length of Delay	Amount (CAD)
0-6 hours	\$900
6-9 hours	\$1800
9+ hours	\$2400

The Carrier will issue compensation at the time the passenger is notified that they are denied boarding. The amount of compensation may be supplemented if the delay at arrival is longer than was expected when payment was issued. If payment cannot be made before the passenger's new departure time, the Carrier will issue the payment within 48 hours.

If the Carrier has denied boarding to the passenger, the Carrier will rebook the passenger free of charge, meeting the same obligations as described for flight delays and cancellations below. While the passenger waits for their new flight, the Carrier will provide an appropriate standard of treatment (subject to local availability):

After a delay at departure of 2 hours:

- Food and drink in reasonable quantities; and
- Electronic means of communication

If a delay is expected to extend overnight:

- Hotel or other comparable accommodation free of charge; and
- Free transportation to the accommodation



### 38.3 Lost or Damaged Baggage

The Carrier will always endeavour to transport passenger's baggage to their destination on time and to handle it with the utmost care. Occasionally, baggage may be lost, delayed or damaged due to unexpected circumstances.

Per the *Air Passenger Protection Regulations*, the passenger may be eligible to be reimbursed up to 1,288 Special Drawing Rights (approximately \$2,350 CAD) for baggage that is damaged or lost while in the Carrier's care. The passenger must file a claim in order to be reimbursed for expenses.

- For damaged baggage, the passenger must submit a claim within seven days after receiving the baggage.
- For potentially lost baggage, the passenger must submit a claim within 21 days after the day it was supposed to arrive.
- In addition, the passenger may be reimbursed for any baggage fees paid if their baggage is damaged or lost.

The Canadian North Baggage Declaration form can be obtained from the agents at the Carrier's airport locations or their website at [www.canadiannorth.com](http://www.canadiannorth.com).

A completed, signed Baggage Declaration form is the official written notice of a claim and failure to complete a claim within the specified time frames may result in no further action against the Carrier. The claim form should be completed in its entirety with a detailed description of each individual item contained within the bag(s), or the items missing from the baggage, including signatures from all persons impacted. If the claim involves more than one bag, the contents of each bag must be itemized separately. The accuracy of the information provided, enhances the Carrier's ability to locate the property through tracing efforts. The passenger should retain copies of all documents sent, for their records.

Completed claim forms with baggage claims checks and receipts for any articles valued over \$100.00 CAD can be scanned and emailed to Canadian North's Central Baggage Services team at [cbs@canadiannorth.com](mailto:cbs@canadiannorth.com), or faxed to 1-867-920-7433.

For more information, passengers can reference the baggage service page at [www.canadiannorth.com](http://www.canadiannorth.com).



## 38.4 Assignment of Seats to Children Who Are Under the Age of 14 Years

\*\*\* Effective December 15, 2019 \*\*\*

### 38.4.1 Assigning Seats

In order to ensure the comfort of families travelling with children under the age of 14, the Carrier will assign a seat to the child that is in close proximity to their parent, guardian or tutor at no extra charge at the time of making the reservation.

If it is not possible for the Carrier to assign seats within close proximity at the time of reservation, the Carrier will attempt to change seats at the time of check-in.

If it is not possible for the Carrier to assign seats within close proximity at the time of check-in, the Carrier will ask for volunteers to change seats at the time of boarding.

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 to change seats on the aircraft before departure.

### 38.4.2 Proximity to Adult's Seat

The Carrier will adhere to the following guidelines when assigning seats to children under the age of 14 years, at no additional charge:

- In the case of a child who is four years of age or younger, a seat that is adjacent to their parent, guardian or tutor's seat;
- In the case of a child who is 5 to 11 years of age, a seat that is in the same row as their parent, guardian or tutor's seat, and that is separated from that parent, guardian or tutor's seat by no more than one seat; and
- 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 parent, guardian or tutor's seat by no more than one row.

## 38.5 Flight Delays or Cancellations Communication

The Carrier will keep passengers regularly informed if there is a flight disruption (such as flight and tarmac delays or flight cancellations).

The Carrier will inform passengers why their flight has been disrupted as soon as is feasible. This information will be provided through:

- An audible announcement;
- A visible announcement, upon request; and
- Electronically, via the available communication method provided by the passenger (e.g., email, SMS) and/or via a printed document, subject to availability at the location of the disruption.



The Carrier will provide flight status updates every 30 minutes until a new departure time has been confirmed. The Carrier will also offer any new status information to passengers as soon as is feasible, which may be sooner than 30 minutes after the last update.

### 38.6 Standards of Treatment

\*\*\* Effective December 15, 2019 \*\*\*

For delays at departure that are within the Carrier's control, or within the Carrier's control and required for safety purposes, the Carrier will provide the following standards of treatment to passengers (subject to local availability):

After a delay at departure of 2 hours:

- Food and drink in reasonable quantities (taking into account the length of the delay, time of day, and the location of the delay); and
- Electronic means of communication.

If a delay is expected to extend overnight:

- Hotel or other comparable accommodation free of charge; and
- Free transportation to the accommodation.

### 38.7 Rebooking and Refunds

\*\*\* Effective December 15, 2019 \*\*\*

For all types of flight delays or cancellations encountered for flights operated by the Carrier, it will be ensured that passengers complete their itinerary (that is, reach their final destination). Once a delay reaches 3 hours, the Carrier will rebook passengers on the next available flight.

If a flight delay or cancellation is within the Carrier's control, or within the Carrier's control and required for safety purposes, passengers will be rebooked in the same class of service.

If a flight or cancellation is within the Carrier's control (and not required for safety purposes), and rebooking does not meet a passenger's travel needs (e.g., there is no longer any purpose to the travel), the passenger will be entitled to a refund of their ticket, as well as compensation for inconvenience in the amount of \$125 CAD.

### 38.8 Compensation

\*\*\* Effective December 15, 2019 \*\*\*

The Carrier will provide compensation for inconvenience or delays and cancellations in situations within the Carrier's control that are not required for safety. More specifically, where a passenger





is informed of a delay or cancellation 14 days or fewer before departure, the regulations set the amount payable by the carrier operating the disrupted flight to the passenger based on the length of the delay upon arrival at the passenger's destination. Canadian North is classified as a "small carrier".

Length of Delay	Amount (CAD)
3-6 hours	\$125
6-9 hours	\$250
9+ hours	\$500

### 38.9 Related Definitions

Situations within airline control are any situations not covered by the two categories below. For example, they include commercial overbooking; scheduled maintenance of an aircraft that is necessary to comply with legal requirements; or mechanical malfunction of the aircraft identified during scheduled maintenance.

Situations within airline control but required for safety purposes are typically unforeseen events legally required to reduce safety risk to passengers. While this includes mechanical problems, it does not include scheduled maintenance or mechanical problems identified during scheduled maintenance. Safety decisions made by the pilot and those made under an airline's Safety Management System would also fall into this category.

Situations outside airline control include: 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 Notice to Airmen (as defined in 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.



Canadian North

Domestic Tariff

TARIFF CTA(A) NO.7,  
REVISION 9

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