

**PORTER AIRLINES INC.**

**CTA (A) No.1**

**TARIFF CONTAINING RULES  
APPLICABLE TO SCHEDULED SERVICES  
FOR THE TRANSPORTATION OF  
PASSENGERS AND BAGGAGE OR GOODS  
BETWEEN  
POINTS IN CANADA ON THE ONE HAND  
AND  
POINTS OUTSIDE CANADA (EXCEPT THE UNITED STATES)  
ON THE OTHER HAND**

**Note:** General Rules applicable to Scheduled Services between Canada and the United States are published by Airline Tariff Publishing Company in Tariff number NTA (A) No. 241.

**ISSUED DATE**  
October 17, 2014

**ISSUED BY**  
Michael Deluce  
Executive Vice President  
Porter Airlines Inc.  
Toronto City Centre Airport  
Toronto, Ontario, M5V 1A1

**EFFECTIVE DATE**  
October 19, 2014  
Per SP No. 56647

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For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

## EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

|             |       |   |
|-------------|-------|---|
| CTA(A)      | ..... | Canadian Transportation Agency                                  |
| IATA        | ..... | International Air Transport Association                         |
| Cont'd      | ..... | Continued   |
| No.         | ..... | Number  |
| \$          | ..... | Dollar(s)   |
| ¢           | ..... | Cent(s)   |
| [R]         | ..... | Denotes reductions  |
| [A]         | ..... | Denotes increases   |
| [C]         | ..... | Denotes changes which result in neither increases or reductions |
| [X]         | ..... | Denotes cancellation  |
| [N]         | ..... | Denotes addition  |
| CAN         | ..... | Canadian  |
| N/A         | ..... | Not Applicable  |
| Cy          | ..... | Currency  |
| Kilo's/Kg's | ..... | Kilograms   |
| USD         | ..... | U.S. Dollars  |
| CAD         | ..... | Canadian Dollars  |

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

**SECTION I - GENERAL RULES****RULE 1. DEFINITIONS AND INTERPRETATION**

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**1.1 Definitions**

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

**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 service** includes a Live Flight and a Ferry Flight;

**Air Transportation Contract** means with respect to International Service, a contract entered into between the passenger and the Carrier for the provision of air service to the passenger and its goods in the form of a reservation and confirming itinerary issued by the carrier or an agent of the Carrier authorized for that purpose, in respect of Cargo, a contract entered into between the Carrier and any person for the carriage of Cargo on a International Service flight;

**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;

**Air Waybill** means a non-negotiable air-bill of the required number of copies, covering the cargo transported by the carrier subject to this tariff;

**Ambulatory** means a person who is able to move about within an aircraft unassisted;

**Applicable Adult Fare** means the fare which would be applicable to an adult for the transportation to be used except those special fares which would be applicable due to adult's status (such as senior citizens fare, etc.);

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

**Applicable Full Fare** means the full adult fare for the class of service designated in the carrier's official general schedule for the aircraft, or compartment of the aircraft used by the passenger;

**Assistant** a person who travels with a person with a disability and is fully capable of providing a service related to the disability that is not usually provided by the carrier's staff.

**ATPCO** means the Airlines Tariff Publishing Company;

**Baggage** which is equivalent to luggage means such articles, effects and other personal property of the passenger as are necessary or appropriate for wear, use in connection with the passenger trip;

**Baggage Check** means those portions of the ticket which provide for the carriage of passenger(s) checked baggage and which are issued by the carrier as a receipt for passenger(s) checked baggage;

**Baggage Tag** means a document issued by the carrier solely for identification of checked baggage, one portion of which is attached by carrier to a particular article of checked baggage and the other portion of which is given to the passenger;

**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** or **CTA** means the Canada Transportation Act, 1996, as amended from time to time;

**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 has paid the rates as agreed upon by the Carrier and the person who has executed the agreement;

**Cargo Service** means the carriage of Cargo by the Carrier in accordance with the terms and provisions of this Tariff on a Trans-border Service or an International Service Flight;

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

**Carrier** means Porter Airlines Inc.;

**Child** means a person at least 2 years of age and under the age of 12 years at the time of commencement of travel. Proof of age must be provided;

**Circle Trip** means any trip, the ultimate destination of which is the point of origin, but which includes, at least, a stop at one other point, and which is not made via the same routing in both directions;

**Class of Service** means the compartment of the aircraft in which the passenger is entitled to be transported pursuant to the general schedule of the carrier;

**Convention** means either Montreal Convention or Warsaw Convention, whichever is applicable;

**Credit Shell** means a record with a payment but no flight used to hold a credit or credits for future flights, which may be applied toward the base fare, airlines surcharges, change fees, and government taxes and fees exclusively toward bookings in the name of the owner of the Credit Shell, provided however that a Credit Shell may be transferred to another traveler one time only;

**Department of Transportation** means U.S. Department of Transportation.

**Destination** means the point to which the passenger(s) to be transported on a flight is bound.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

**Fare or Fare class** means the rate charged to a passenger in respect of a particular class of International Service offered by the Carrier, from time to time, as more particularly set out in Schedule “A”;

**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;

**Goods** means anything that can be transported by air, including animals, other than in plane-load and baggage;

**Infant** means a person under the age of 2 years at the time of commencement of travel and carried free of charge by an adult sharing the same seat as the infant. Proof of age must be provided and is restricted to one infant per adult passenger;

**International Service** means scheduled or non-scheduled air services (excluding Charters) for the transportation of passengers and goods between, from and to points within Canada on the one hand and points outside of Canada on the other hand;

**Itinerary** means a schedule setting forth the name of the relevant passenger(s), the flight, flight number, class of flight, flight times, as well as the Origin and Destination of the flight issued to a passenger on payment of the appropriate rates and charges in respect of that flight;

**Live Flight** means the movement of an aircraft with passengers or goods from the point of take-off at the Origin to a point or points of landing thereafter, inclusive of the point of landing at the Destination (immediate technical or fuel landings excepted);

**Montreal Convention** means the Convention for the Unification of Certain Rules of International Carriage by Air, signed at Montreal, May 28, 1999;

**Non Ambulatory** a person who is not able to move about within an aircraft unassisted;

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

**Non Self Reliant** a person who is not Self Reliant, as defined below;

**Open Jaw Trip** means any trip which is essentially of a round trip or circle trip nature but the point of departure and the inward point of arrival or the outward point of arrival and the inward point of departure of which are not the same;

**Origin** means the point from which a flight commences with the passengers to be transported;

**Outward Destination** means that stopover point on the passenger's itinerary which is furthest from the passenger's point of origin;

**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 an agreement;

**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:

- (a) injury to or death of persons who are passengers;
- (b) 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;
- (c) damage to or loss of goods in the Carrier's charge; or
- (d) losses due to any delay in delivery of any goods in the Carrier's charge.

**Person** means an individual, firm, corporation, association, partnership, or other legal entity, as the context requires or otherwise permits;

**Prepaid Ticket Advice** means the notification between offices of a carrier or between carriers that a person in one location has purchased and requested issuance of prepaid transportation as described in the authority to another person in another location;

**Reroute** means to issue a new ticket covering transportation to the same destination as, but via a different routing than that designated on the ticket, or portion thereof, then held by the passenger, or to honour the ticket, or portion thereof, then held by the passenger for transportation to the same destination as, but via a different routing than, that designated thereon;

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.



**Round Trip** means any trip, the ultimate destination of which is the point of origin, and which is made via the same routing in both directions;

**Routing** means the carrier(s) and/or the cities and/or class of service and/or type of aircraft via which transportation is provided between two points, as specified in this tariff;

**Schedule Irregularity** means any of the following irregularities which occur on the day of departure, but does not include disruptions resulting from labour disturbances and/or strikes:

- (a) delay in scheduled departure or arrival of the carrier's flight resulting in a misconnection, or
- (b) flight cancellation, omission of a scheduled stop, or any delay or interruption in the scheduled operation of the carrier's flights, or
- (c) substitution of equipment, or
- (d) schedule changes which require rerouting a passenger who has not been given notice of the change prior to the passenger's arrival at the airport to check in for the original flight.

**SDR** means Special Drawing Rights issued by the International Monetary Fund;

**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;

**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 to assist a person with a disability by a professional service animal institution and which is properly harnessed in accordance with the standards established by a professional service animal institution;

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

**Stopover** means a deliberate interruption of a journey by the passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination;

**Tariff** means this tariff of terms and conditions of carriage applicable to the provision of International and ancillary services thereto;

**Ticket** means the electronic confirmation generated by the carrier's central reservations system, or confirmation number, baggage check and accompanying notices that incorporate this contract of carriage;

**Traffic** means any passengers, goods or mail that are transported by air;

**Warsaw Convention** means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929, as amended, but not including the Montreal Convention as defined above.

## **1.2 Currency**

For travel originating in Canada, all rates and charges published in this Tariff 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 currency amounts published in this Tariff on the basis of local banker's rates of exchange (for the purchase of such foreign currency), as calculated on the date of signing the Air Transportation Contract. For travel originating in other countries, the rates and charges may be published in another currency, as specified.

## **1.3 Mileage Determination**

For the purposes of computing all rates and charges under this Tariff, the mileage to be used, including both Live Flight and Ferry Flight mileage, will be the shortest mileage covering the actual airport to airport great circle distance of the applicable flight, using the following sources in the order set out below or in combination:

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

- (a) Air Distance Manual published jointly by the International Air Transport Association and International Aeradio Limited;
- (b) IATA Mileage Manual published by the International Air Transport Association;
- (c) and/or combination thereof of (a) and (b) above;
- (d) Sabre flight planning system

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

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### **2.1 Application**

This Tariff shall apply to the traffic and transportation of passengers and goods using aircraft operated by the Carrier in respect of:

- (a) an International Service
- (b) a Cargo Service
- (c) This tariff contains the conditions of carriage and practices upon which the carrier transports and agrees to transport and are expressly agreed to by the passenger to the same extent as if such rules were included as conditions in the contract of carriage. Transportation is subject to the rules, fares and charges in effect on the date on which such transportation commences at the point of origin designated on the tickets.
- (d) References to pages, rules, items and notes are continuous and include revisions, supplements thereto and reissues thereof.
- (e) The carrier will be responsible for the furnishing of transportation only over its own lines. When any carrier undertakes to issue a ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier (whether or not such transportation is part of a through service), such carrier will act only as agent for such other carrier and will assume no responsibility for the acts or omissions of such other carrier.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

- (f) No agent, employee or representative of the carrier has authority to alter, modify or waive any provisions of the contract of carriage or of this tariff unless authorized in writing by an officer of the carrier.

## **2.2 Air Transportation Contract Requirement**

No International Service or Cargo Service shall be furnished by the Carrier under the terms of this Tariff unless an appropriate written Air Transportation Contract, in the form prescribed by the Carrier, is executed by the passenger and the Carrier in respect of an International Service and the Carrier and any person in respect of a Cargo Service.

## **2.3 Incorporation of Tariff into Air Transportation Contract**

The contents of this Tariff shall form part of any Air Transportation Contract between the Carrier and a passenger (including with respect to the passenger's goods), between the Carrier and any other person in respect of Cargo Services, and if there is a conflict between this Tariff and that contract, this Tariff shall prevail.

## **2.4 Conditions of Application**

Unless otherwise specified herein, all International Services and Cargo Services provided by the Carrier under this Tariff shall be subject to the rules, rates and charges published or referred to in this Tariff in effect, from time to time, by virtue of the effective date on each page, on the date of signing of an Air Transportation Contract.

# **RULE 3. RATES AND CHARGES – INTERNATIONAL SERVICE**

## **3.1 International Service Rates and Charges**

At this time Carrier operates to/from the United States of America. Please note that as per the most recent Canada/United States Bilateral Air Agreement, carrier's who operate in this market are no longer required to file fares, rates and charges with the Canadian Transportation Agency. However, the fares rates and charges of the Carrier may be found on [www.porterairlines.com](http://www.porterairlines.com).

For sales and/or tickets issued on/after May 14, 2008 through to October 31, 2008, a fuel surcharge will be applied to all fares on a per passenger per segment basis.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

### 3.2 Payment Terms

All fares are due and payable by a passenger at the time of the booking of the flight and on payment in respect of such flight, the Carrier, or an agent of the Carrier authorized for that purpose, shall issue an itinerary to the passenger setting forth the details of the flight. If no changes are made by the passenger prior to travel, the carrier guarantees that the fare paid at the time of booking shall be honoured.

**Call Centre Booking Charge** – For purchases of new bookings of Firm or Flexible Fares made through the Porter Call Centre, a service fee of \$20 CAD/USD (plus applicable taxes) shall apply, except bookings (i) made by persons with disabilities through our Disability Assistance Desk; (ii) which include a Special Service Request (iii) paid for in whole or in part by Porter voucher(s), (iv) for an open jaw or other routing that cannot be completed on flyporter.com, (v) made by VIPorter members with Passport or higher membership status. Porter may waive booking fees at its discretion (e.g. where there is a known technical issue preventing use of flyporter.com).

### 3.3 Passenger Cancellation, Change and Refund Terms

All fares are changeable and cancellable by a passenger up to one (1) hour prior to planned departure of the flight to which such fare relates; provided that, in respect of such change or cancellation, the following shall apply:

- (a) For travel to or from the United States:
  - a. “Firm” fares shall be non-refundable and subject to a \$200.00 CAD/USD change/cancellation charge per passenger, plus the difference in fare. The change/cancellation charge may be used to change or cancel one or more segments on the relevant itinerary.
  - b. “Flexible” fares shall be non-refundable and subject to a \$200.00 CAD/USD change/cancellation charge per passenger, plus the difference in fare, except where the passenger requests a change at the airport on the date of travel, in which case no change charge shall apply. The change/cancellation charge may be used to change one or more segments on the reservation.

If a fare is cancelled, the Carrier shall provide the passenger with a credit, valid for one year from the original ticket issuance date, towards the provision of a fare relating to a future flight, which credit shall be equal to the original fare which was cancelled, less the change/ cancellation charge, if applicable. When redeeming the credit toward a future booking, passenger may apply the credit toward the base fare, airlines surcharges, change fees, and government taxes and fees. Credit can be used one time only. If the total cost of the transaction to which the credit is applied is less than the value of the credit, the residual value left from its use is forfeited. Bookings using credit must be in the name of the owner of the

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

credit. Credit may be transferred to another traveler one time only, and the credit's original expiration date shall continue to apply after any such transfer;

- (b) the Carrier shall waive the change/cancellation fee where a reservation is changed/ cancelled within twenty-four (24) hours from when the reservation was made;
- (c) the fares of passengers who fail to show up for the flight to which the fare relates and do not otherwise cancel their reservation or change their reservation by the end of the day of such flight, shall be non-refundable and non-creditable towards future flights;
- (d) notwithstanding the above, the Carrier reserves the right to waive, in whole or part, the payment by any passenger of a cancellation fee or a change fee.

### **3.4 Carrier Cancellation, Change and Refund Terms**

Refer to **Rule 15 Carrier Cancellation, Change and Refund Terms** for applicable terms and conditions

## **RULE 4. RATES AND CHARGES – CARGO SERVICE**

### **4.1 Cargo Service Rates and Charges**

N/A

### **4.2 Bulk Cargo Service Agreement**

N/A

### **4.3 Payment Terms**

N/A

### **4.4 Refunds**

N/A

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

**RULE 5. PASSPORTS AND VISAS**

---

**5.1 Responsibility of Passenger**

- (a) Each passenger desiring transportation across any international boundary shall be responsible for obtaining all necessary travel documents and for complying with the laws of each country from, through or to which he desires transportation, and unless applicable laws provide otherwise, shall indemnify the carrier for any loss, damage, or expense suffered or incurred by the carrier by reason of such passenger's failure to do so. The Carrier shall not be liable for any aid or information given by any agent or employee of the carrier to any passenger in connection with obtaining such documents or complying with such laws, whether given orally or in writing or otherwise; or for the consequences to any passenger resulting from his failure to obtain such documents or to comply with such laws.
- (b) Subject to applicable laws and regulations, the passenger shall pay the applicable fare whenever the carrier, on Government order, is required to return a passenger to his point of origin or elsewhere due to the passenger's inadmissibility into or deportation from a country, whether of transit or of destination. The fare applicable will be the fare that would have been applicable had the original ticket designated the revised destination on the new ticket. Any difference between the fare so applicable and the fare paid by the passenger will be collected from or refunded to the passenger as the case may be. The carrier will apply to the payment of such fares any funds paid by the passenger to the carrier for unused carriage, or any funds of the passenger in possession of the carrier. The fare collected for carriage to the point of refusal or deportation will not be refunded by the carrier unless the law of such country requires that such fare be refunded.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

**RULE 6. CAPACITY LIMITATIONS**

The carrier may limit the number of passengers carried on any one flight at fares governed by rules making reference hereto and such fares will not necessarily be available on all flights operated by the carrier. 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.

**RULE 7. TRANSPORTATION OF A PERSON WITH A DISABILITY**

(a) Acceptance of a passenger with a disability

- (1) The carrier will accept the determination of a person with a disability as to self-reliance. When a passenger has advised a carrier of his self-reliance, a carrier shall not refuse such passenger transportation on the basis that there is a lack of escort or that the passenger may require additional attention from airline employees.
- (2) Passengers with a disability will be accepted for transportation as outlined below:

| <u>Disability</u>                        | <u>Assistant Required</u> |
|--|---------------------------|
| 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              | No                        |
| Non-ambulatory/Non-self-reliant          | Yes                       |

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.



Note: The maximum per flight may be limited subject to passenger safety limitations, aircraft specifications, and airport handling facilities available at departure or arrival airports.

- (3) The carrier reserves the right to require a medical clearance from a registered physician if travel involves any unusual risk or hazard to the passenger or to other persons (including, in cases of pregnant passengers, unborn children).
  - (4) The carrier will refuse to transport, or will remove at any point, any passenger whose actions or inactions prove to the carrier that his or her mental or physical condition is such as to render him incapable of caring for him or herself without assistance, unless he or she is accompanied by an attendant who will be responsible for caring for him or her en route and, with the care of such an attendant, he or she will not require unreasonable attention or assistance from the air crew.
- (b) Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows.
  - (c) Reservations should be made at least 48 hours in advance of travel, advising the carrier through its call centre 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.
  - (d) The carrier will accept the following items as priority checked baggage without charge:
    - (1) Carrier will accept wheelchairs with non-spillable dry cell batteries, including lead acid, with terminals disconnected and taped.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

- (2) Carrier will accept battery powered scooters in the same manner as guest owned wheelchairs. Passengers will be required to check their scooter in and transfer to a wheelchair provided by Carrier. Adequate time is needed to disconnect/connect and dismantle and reassemble the scooter before and after the flight and the carrier shall make best efforts to perform this task in a timely manner.
- (3) Other mobility aids: Carrier will accept walkers, canes, crutches, prostheses, communication devices and other medical devices at no extra charge and in addition to the luggage allowance. Walkers, crutches and canes may be retained by the guest while in Flight, if they are stowed away safely.
- (e) The Carrier will accept for transportation, without charge, a service animal required to assist a person with a disability provided that the animal is properly harnessed and certified as having been trained by a professional service animal institution. Such an animal may not occupy a seat in the aircraft. For the comfort of all passengers, the carrier staff will determine, in consultation with the person with a disability, where the person and service animal will be seated. Service animals will not be carried unless proper permits are obtained for entry into the countries of transit/final destination, and such permits are presented prior to commencement of travel.
- (f) If a mobility aid is damaged or lost, the carrier will immediately provide a suitable temporary replacement without charge. If a damaged aid can be repaired, the 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.

If a damaged aid cannot be repaired or is lost and cannot be located with 96 hours after the passenger's arrival, the carrier will, at its discretion, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

- (g) The carrier will ensure that services are provided to persons with disabilities when a request for such services is made at least 48 hours prior to departure, and will make reasonable efforts to accommodate requests not made within this time limit. Services to be provided upon request will include:
1. Assisting with registration at the check-in counter;
  2. Assisting in proceeding to the boarding area;
  3. Assisting in boarding deplaning;
  4. Assisting in stowing and retrieving carry-on baggage and retrieving checked baggage;
  5. Assisting in moving to and from an aircraft lavatory;
  6. Assisting in proceeding to the general public area or, in some cases, to a representative of another carrier;
  7. Transferring a person between the person's own mobility aid and a mobility provided by the carrier;
  8. Transferring a person between a mobility aid and the person's passenger seat;
  9. Providing limited assistance with meals, such as opening packages, identifying items and cutting large food portions;
  10. Inquiring periodically during a flight about a person's needs, and
  11. Briefing individual passengers with disabilities and their attendant on emergency procedures and the layout of the cabin.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

**RULE 8. REFUSAL TO TRANSPORT**

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- (a) The carrier may reserve the right to refuse to transport or may remove from any flight any passenger for any reason, including but not limited to the following:
- (1) **Government Request or Regulations** - whenever such action is necessary to comply with any government regulation, or to comply with any governmental 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, or events of force Majeure, strikes, civil commotions, embargoes, wars, hostilities or disturbances) actual, threatened or reported.
  - (2) **Search of Passenger or Property** – if a 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/Age** – If a Passenger refuses to provide proof of age or identity as requested by the carrier, the carrier may, at its discretion and at any time, refuse to transport the Passenger. In addition, when a passenger is traveling on a fare which has a particular age requirement for qualification, proof of age may be required. Acceptable forms of proof of identity must be government issued and display date of birth such as valid driver's license, passport or provincial health care card. Failure to provide proof as requested constitutes grounds for refusal to transport.
  - (4) **Travel Documentation Requirements** – The carrier will refuse to transport: any passenger, who in the carriers opinion:
    - (a) the travel documents of such passenger are not in order;
    - (b) such passenger's entry into, transit through or embarkation from Canada or any other point would be unlawful.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

- (5) **Passenger's Conduct/Behavior** - The Carrier may impose sanctions on any person who engages in or has engaged in any conduct or behavior on the Carrier's aircraft, or to the knowledge or reasonable belief of the Carrier, on any airport property or other carrier's aircraft, that the carrier determines, in its reasonable judgment, may have a negative effect on the safety, comfort or health of that person, passengers, the Carrier's employees or agents, aircrew or aircraft or the safe operations of the Carrier's aircraft (the "Prohibited Conduct").
- (a) Examples of Prohibited Conduct that could give rise to the imposition of sanctions include:
- i. significant impairment arising from the consumption or use of alcohol or drugs prior to boarding or while on board an aircraft of the Carrier
  - ii. engaging in belligerent, lewd or obscene behavior toward a passenger or employee or agent of the Carrier;
  - iii. threatening, harassing, intimidating, assaulting or injuring a passenger or employee or agent of the Carrier;
  - iv. tampering with or willfully damaging an aircraft, its equipment or other property of the Carrier;
  - v. failing to comply with all instructions, including all instructions to cease Prohibited Conduct, given by the Carrier's employees;
  - vi. unauthorized intrusion or attempted intrusion onto the flight deck of an aircraft;
  - vii. smoking or attempted smoking in an aircraft;

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

- viii. wearing or carrying dangerous or deadly weapons on aircraft (other than on duty escort or peace officers who have complied with the Carrier's guidelines).
- (b) The sanctions the Carrier may impose on a person may be any one or combination of the following:
- i. written or verbal warning;
  - ii. refusal to permit boarding of an aircraft;
  - iii. removal from an aircraft at any point;
  - iv. requiring the person, to undertake in writing to refrain from repeating the Prohibited Conduct in question and from engaging in any other Prohibited Conduct as a prerequisite to further travel with the Carrier during the probationary period that will not normally exceed one year;
  - v. refusal to transport the person on a one time basis, for an indefinite period or permanently, as determined by the Carrier.

The Carrier reserves the right, in its reasonable discretion, to impose the sanction or sanctions it considers appropriate in the circumstances of each case considering the severity of the Prohibited Conduct.

Prohibited Conduct described in paragraphs (a) iii, iv, vi, or viii will usually entail the imposition of an indefinite or permanent ban from travel with the Carrier. The Carrier's

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

customer care staff, security staff, airport customer service staff and aircrew are individually authorized in their reasonable discretion to impose sanctions described in paragraphs (b) i, ii, or iii above. Members of the Carrier's

customer care and security departments are authorized in their reasonable discretion to impose sanctions described in paragraphs (b) iv or v above and will review the circumstances of each case prior to their imposition of any such sanctions. The Carrier will provide a person with written notice of the imposition of a sanction under paragraphs (b) iv or v above.

Any person who is given a sanction pursuant to paragraph (b) v. may respond in writing to the Carrier with reasons why the Carrier should remove the sanction. The Carrier may remove a sanction imposed on a person pursuant to paragraph (b) v, if, in the Carrier's reasonable discretion, and considering the person's previous conduct, the Carrier determines that the person will not engage in further Prohibited Conduct and the Carrier will communicate its decision to the person within a reasonable time.

Despite anything written elsewhere in this tariff the Carrier's sole liability to a person whom the Carrier refuses to carry following an incident of Prohibited Conduct is to provide a refund to the person of the unused portion or portions of the person's fare.

(c) Liability of Carrier for Refusing Carriage of a Passenger

Except as otherwise provided for in this Rule 8 and to the extent permitted by law, the Carrier shall not be liable to any passenger or other person for refusing to board or transport that passenger or any person on an aircraft of the

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

Carrier or for otherwise removing a passenger from the aircraft at any point in the flight; nor shall the Carrier be liable to any of the passengers or other person for exercising its discretion not to refuse to board or transport or remove any passenger or other person on or from the aircraft, including full or partial refund for unused portion of fare.

## **RULE 9. ACCEPTANCE OF CHILDREN**

- (a) Accompanied - 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 16 years of age. The Carrier will make reasonable efforts to seat accompanied children together with an accompanying adult. The Carrier shall, in assigning seats, give preference to seating adults together with children on the same itinerary even when they have not made an advance seat selection, as follows:

Subject to restricted seat availability resulting from prior advance seat selections by other passengers pursuant to Rule 13 and/or to weight and balance or other operational or safety requirements which may require reassignment of assigned seats by the Carrier:

- i. The Carrier's auto check-in process, which assigns seats to those passengers who have not already selected their seats approximately 24 hours prior to scheduled departure, will give priority to seating adults and children together where they are booked on the same itinerary, without charging any advance seat selection fee.
- ii. In addition, passengers may directly contact the Carrier's customer service call centre and make a request to be seated with their children during the booking process by telephone or after booking has been completed via any booking method, and the Carrier will assign them seats together if such seating arrangements remain available at the time the request is made, without charging any advance seat selection fee.
- iii. Adults accompanying children may select their seats and seats for children or other passengers on their itinerary in advance, either by purchasing a Flexible or Freedom Fare, or by purchasing a Firm Fare

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.



and paying the additional \$20 fee CAD/USD per passenger, per direction plus applicable taxes in accordance with Rule 13.

- (b) Unaccompanied – The Carrier offers an Unaccompanied Minor service for a fee of \$100 CAD/USD plus applicable taxes. Carriage is to be solely on nonstop flights operated by the carrier and will in no circumstance involve direct flights with stopover(s), through flights, connecting flights or interlining flights. The following conditions will apply:
- (A) Under 8 years, not accepted under any conditions.
- (B) Ages 8-11 years, inclusive, accepted providing:
- i. the child is brought to the airport by a parent or responsible adult;
  - ii. reservations are confirmed through to destination;
  - iii. the child will be met and taken into custody of responsible adult at destination;
  - iv. the unaccompanied minor form is completed in full and accompanies the child from origin station to destination station;
  - v. the child possesses written information showing the name and address of the responsible adult meeting the child at destination;
  - vi. the flight on which space is held is not expected to terminate short of, or bypass the destination because of weather conditions;
  - vii. prior to releasing custody of an unaccompanied child, the agent must obtain positive identification of the responsible party meeting the child and the signature of the said party.
- (C) Handling unaccompanied children in situations involving irregular operations:
- i. The carrier will advise the contact at destination if the child is to arrive at destination by other than the

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

original flight. If the carrier is unable to reach the contact at destination it will advise the contact at origin.

- ii. The carrier will assume custody of the child in case of diversion of flight.
- iii. Prior to releasing custody of an unaccompanied child, the agent must obtain positive identification of the responsible party meeting the child and the signature of the said party.

#### **RULE 10. LIMITATION OF LIABILITY - PASSENGERS**

- (a) **For travel governed by the Montreal Convention** - For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.
- (b) **For travel governed by the Warsaw Convention** - Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not "international carriage", as defined by the Warsaw Convention. However, the carrier with respect to all international transportation, as defined in the said Convention, performed by it, agrees that the limit of liability for each passenger for death or wounding or other personal injury shall be limited to proven damages not to exceed the sum of SDR 100,000 exclusive of legal fees and cost.
- (c) **For travel governed by either the Montreal Convention or the Warsaw Convention** - Nothing herein shall be deemed to affect the rights and liabilities of the carrier with regard to any person who has wilfully caused damage which resulted in death, wounding, or other bodily injury of a passenger.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

**RULE 11. LIMITATION OF LIABILITY FOR BAGGAGE OR GOODS**

- (a) **For travel governed by the Montreal Convention** - For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.
- (b) **For travel governed by the Warsaw Convention** - Carrier liability for the loss of, damage to or delay in the delivery of any personal property, including baggage which are carried as checked baggage and goods, is limited to the sum of 250 francs per kilogram, unless the passenger or charterer, at the time of presenting such baggage or goods for transportation, has declared a higher value and paid an additional charge in accordance with the provisions of this Rule.

As regards objects of which the passenger takes charge himself the liability of the carrier is limited to 5,000 francs per passenger.

In the case of loss, damage or delay of part of property carried as checked baggage, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the property lost, damaged or delayed. Nevertheless, when the loss, damage or delay of a part of the property affects the value of other property covered by the same baggage check, the total weight of the property covered by the baggage check shall also be taken into consideration in determining the limit of liability.

The monetary unit referred to in this Rule shall be deemed to refer to the gold franc referred to in the Carriage by Air Act, R.S. c. C-26. For the purpose of settlement of claims and in the event of an action against the carrier, any sum in francs shall be converted into Canadian dollars by:

- (a) converting francs into Special Drawing Rights at the rate of one Special Drawing Right for 15.075 francs; and
- (b) converting Special Drawing Rights into Canadian dollars at the rate established by the International Monetary Fund.

The rate of exchange for converting Special Drawing Rights into Canadian dollars shall be the rate prevailing on the date on which the amount of any damage to be paid by the carrier is ascertained by a court

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

or, in the event a settlement is agreed between carrier and claimant, on the date settlement is agreed.

NOTE: At the time of filing of this tariff provision, 250 francs convert to approximately CAD \$33.00 and 5000 francs convert to approximately CAD \$660. These converted values are provided for general reference only. Carrier's liability will be calculated for each claim individually, based on the formula set out in this Rule.

**(c) For Travel Governed by Either the Montreal Convention or the Warsaw Convention**

If the passenger does elect to declare a higher value an additional charge shall be payable and the carrier's liability will not exceed the higher value declared. The additional charge shall be calculated as follows:

- (a) The amount of the carrier's liability calculated in accordance with the parts of this Rule set out above shall be referred to as "basic carrier liability";
- (b) No charge shall be payable on that part of the declared value which does not exceed basic carrier liability;
- (c) For that part of the declared value which does exceed basic carrier liability, a charge shall be payable at the rate of CAD **(1.00)** for each CAD \$100.00 or fraction thereof.

Whether the passenger declares value or not, in no case shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.

In the case of damage, the person entitled to delivery must complain to the carrier, at the latest, within seven days from the date of receipt of the baggage. In the case of delay, the complaint must be made at the latest within twenty one days from the date on which the baggage has been placed at his disposal. Every complaint, whether for loss, partial loss, damage or delay, must be made in writing and must be dispatched within the times aforesaid. Failing complaint within the times aforesaid, no action shall lie against the carrier.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

**RULE 11A - IN CABIN PETS PROVISIONS**

- (a) Pets are limited to dogs and cats. Only one pet per passenger may be accepted for carriage in the passenger cabin.
- (b) The total number of pets carried in the passenger cabin is limited to two pets per flight.
- (c) The maximum size permitted for the in-cabin pet container/kennel (length + width + height) must not exceed:

|            | <b><u>Height</u></b> | <b><u>Width</u></b> | <b><u>Length</u></b> |
|------------|----------------------|---------------------|----------------------|
| Hard-sided | 23cm(9in)            | 40cm(15.5in)        | 55cm(21.5in)         |
| Soft-sided | 27cm(10.5in)         | 40cm(15.5in)        | 55cm(21.5in)         |

Pets must be contained in a clean, leak/escape proof cage or container/kennel with adequate space for the comfort of the pet. The cage or container/kennel is subject to approval by the carrier.

- (d) The maximum allowable weight for both the pet and in-cabin pet cage or container/kennel must not exceed 10kg/22lbs.
- (e) The in-cabin cage or container/kennel must be stored under the seat directly in front of the passenger.
- (f) The cage or container/kennel counts as the one standard article of carry-on baggage permitted on board. Passengers with the pets will only be allowed one additional personal item not to exceed 43cm x 16cm x 33cm (17in x 6in x 13in) and weighing less than 9kg (20lbs). All other baggage must be checked.
- (g) The pet must remain in the cage or container/kennel for the entire duration of the journey.
- (h) Pets must travel with an adult fare paying passenger. Unaccompanied minors may not travel with a pet. Advanced arrangements of at least 12 hours prior to scheduled departure time must be made with the carrier.

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- (i) The carrier may request a passenger with an in-cabin pet to change seats after boarding to accommodate other passengers.
- (j) **Charges:** The charge for transportation of a pet and cage or container/kennel in the passenger cabin will be \$50 CAD/USD per one way flight.
- (k) **Limitation of Liability:**

The passenger assumes full responsibility for the pet. Before the pet is accepted for carriage, the passenger must make all necessary arrangements to obtain valid health and vaccination certificate, entry permits and other documents required by countries, states or territories for entry or transit. In the absence of such documentation, the pet will not be accepted for carriage.

The carrier will not accept responsibility for any event of loss, delay, injury, sickness or death of any pet accepted for transportation.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

**SECTION II – TICKETS****RULE 12. TICKETS**

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- (a) The term ticket means the electronic confirmation generated by the carrier's central reservations system, or confirmation number, baggage check, boarding passes and any document designated by the carrier as a ticket and accompanying notices that incorporate this contract of carriage.
- (b) No person shall be entitled to transportation except upon presentation of a valid confirmation number and acceptable government issued photo identification with birth date.
- (c) Tickets are not transferable and the carrier is not liable to the owner of the ticket for honouring or refunding such ticket when presented by another person.
- (d) Carrier does not accept paper tickets generated by any other air carrier or its agent;
- (e) The flight identified on the ticket may be changed up to one (1) hour prior to scheduled departure time upon payment of the Carrier's ticket change charge plus applicable taxes. The charge is payable by ticket holder and is chargeable per one-way travel, per person and per change. If the same fare is not available at the time of the requested change, the difference in fares will be applied in addition to the change fee plus applicable taxes.
- (f) Cancellations may be made up to (1) hour prior to scheduled departure. A cancellation charge is payable by the ticket holder and is chargeable per one-way travel, per person and per change. There will be no refund of the fare, however a credit in the amount of the fare (less the applicable ticket change charge plus applicable taxes) will be available to the ticket holder for travel on a future flight up to a period of one (1) year from the date of original ticket issuance. When redeeming the credit toward a future booking, passenger may apply the credit toward the base fare, airlines surcharges, change fees, and government taxes and fees. Credit can be used one time only. If the total cost of the transaction to which the credit is applied is less than the value of the credit, the residual value left from its use is forfeited. Bookings using credit must be in the name of the owner of the credit. Credit may be transferred to another

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traveler one time only, and the credit's original expiration date shall continue to apply after any such transfer.

- (g) Subject to the provisions for changes to or cancellations of tickets referred to above, should the ticket not be used by the ticket holder for the flight in question the cost of the ticket will be forfeited and no credit will be available to the ticket holder.
- (h) The fare for the ticket is subject to change prior to commencement of carriage. Carrier may refuse transportation if the applicable change of fare has not been paid.

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**SECTION III - RESERVATIONS****RULE 13. CONFIRMATION OF RESERVED SPACE**

A reservation of space on a given flight is valid when the availability and allocation of such space is confirmed by the carrier to a person subject to payment or other satisfactory credit arrangements. A passenger with a valid confirmation number reflecting reservations for a specific flight and date on the carrier is considered confirmed, unless the reservation was cancelled due to one of the reasons indicated in Rule 14. The carrier does not guarantee to provide any particular seat on the aircraft.

**Advance Seat Selection**

Subject to availability, passengers may select their seats in advance at the time of booking or check-in, provided that passengers who have purchased “Firm” fares shall be required to pay a fee of \$20.00 CAD/USD per passenger, per direction plus applicable taxes if they elect to select their seats in advance. Passengers who have purchased either a “Flexible” Fare or a “Freedom Fare” are not required to pay an additional fee for advance seat selection. Advance seat selections are not guaranteed (for example, a seat may become unserviceable; a seat may become unavailable due to operating load or weight and balancing considerations; or there may be a change in equipment rendering the pre-selected seat unavailable). If the passenger has paid a fee for advance seat selection and the Carrier cannot provide the seat selected by the passenger, that fee will be refunded to the passenger. The Carrier will nonetheless attempt to accommodate the passenger with a comparable seat.

**RULE 14. CANCELLATION OF RESERVATIONS**

Refer to **Rule 3.3 Passenger Cancellation, Change and Refund Terms** for applicable terms and conditions.

**RULE 15. CARRIER CANCELLATION, CHANGE, AND REFUND TERMS**

- (a) If the passenger’s journey is interrupted due to overbooking, a flight cancellation or an advancement of a flight’s scheduled departure by more than the minimum period for the passenger to check in pursuant to Rule 21 of this Tariff (each a “Schedule Irregularity”), the Carrier will offer the

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passenger the choice of accepting one or more of the following remedial choices:

- i. alternative transportation, within a reasonable time and without additional charge, to the passenger's intended destination;
- ii. return transportation to the passenger's point of origin within a reasonable time and without additional charge; and
- iii. a refund of the fare paid by the passenger for each unused segment, and, subject to Rule 15(c), for segments already flown if they no longer serve the purpose for which the passenger undertook such travel;

(b) In defining the remedy or remedies appropriate in each case arising under Rule 15(b) above, the Carrier:

- i. will consider, to the extent they are known to the Carrier, the transportation needs of the passenger and/or other relevant circumstances of the passenger affected by the Schedule Irregularity;
- ii. will not limit itself to considering its own services or the services of carriers with which it has interline or code-sharing agreements; and
- iii. will make a good faith effort to fairly recognize, and appropriately mitigate, the impact of the Schedule Irregularity upon the passenger.

(c) If the Carrier demonstrates that (1) the Schedule Irregularity occurred for reasons beyond its control, and (2) it took all reasonable measures to avoid the Schedule Irregularity or it was impossible for the Carrier to take such measures, then the Carrier shall not be required to refund passengers for segments already travelled, regardless of whether they serve the purpose for which the passenger undertook such travel.

(d) The rights of a passenger against the Carrier in the event of overbooking and cancellation is, in most cases of international carriage, governed by the Montreal Convention. Article 19 of that Convention provides that an air carrier is liable for damage caused by delay in the carriage of passengers and goods unless it proves that it took all reasonable measures to avoid the damage or that it was impossible for it to take such measures. There are some exceptional cases of international carriage in which the rights of

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

passengers are not governed by an international convention. In such cases, only a court of competent jurisdiction can determine which system of laws must be consulted to determine what those rights are.

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March 18, 2015

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March 19, 2015  
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**SECTION IV - FARES AND ROUTINGS****RULE 16. APPLICATION OF FARES AND ROUTINGS**

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**(a) General**

- (1) The price of transportation between Canada and the U.S.A. shall be disclosed at the time of confirmation, however fares are subject to change without notice.

**(b) Fare Changes**

The carrier's fares are changed from time to time.

**(c) Connecting Flights**

When an area is served by more than one airport and a passenger arrives at one airport and departs from another airport, transportation between those airports must be arranged by and at the expense of the passenger.

**(d) Stopover**

- (1) A stopover means a deliberate interruption of a journey by the passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination.

**(e) Routing**

A fare applies only to:

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

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

(g) **Infants**

One infant under 2 years of age not occupying a seat and accompanied by a passenger at least 16 years of age will be transported without charge. A birth certificate is required for all infants under age 2.

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ISSUE DATE  
January 30, 2008

EFFECTIVE DATE  
January 31, 2008  
Per SP No. 30273

**SECTION V - BAGGAGE AND CARGO****RULE 17. ACCEPTANCE OF BAGGAGE AND CARGO**

**Applicability:** This Rule 17 applies to all flights operated by the Carrier which are subject to this tariff, and to certain interline itineraries as set forth in Rule 17A below, and subject to the exceptions stated therein.

All baggage or cargo presented for transportation will be subject to inspection by the Carrier and/or government authority or agency;

**(a) Baggage**

The carrier will accept for transportation as baggage such personal property as is necessary for the wear, use, comfort or convenience of the passenger for the purposes of the trip, subject to the following conditions:

- (1) All baggage must be suitably externally identified and packed in suitcases or in similar containers in order to ensure safe and convenient carriage with ordinary care and handling. Fragile or perishable articles, money, jewellery, silverware, negotiable papers, securities or other valuables, samples of business documents shall not be accepted as checked baggage. The carrier shall not be liable for loss, damage or delay in the delivery of such articles when they are included in the checked baggage.
- (2) On all flights between Canada and the United States, the carrier's acceptance of checked baggage is subject to fees (plus any applicable taxes) depending on the passenger's fare class and whether the passenger pays the fee in advance or at the airport, as set out in the chart below (continued on next page):

|                                   | <b><u>Fare Class</u></b>   |                |
|-----------------------------------|--|----------------|
|                                   | <b>Firm or Flexible</b>  | <b>Freedom</b> |
| <b>1st bag</b><br>(23 kg or less) | \$27.50 in advance<br>\$37.50 at check-in counter<br>\$47.50 at gate | \$0            |
| <b>2nd bag</b><br>(23 kg or less) | \$37.50 in advance<br>\$47.50 at check-in counter<br>\$57.50 at gate | \$0            |

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|  |  |  |
|--|--|--|
| <b>3rd bag and subsequent</b><br>(23 kg or less)                             | \$92.50 in advance<br>\$102.50 at check-in counter<br>\$112.50 at gate | \$92.50 in advance<br>\$102.50 at check-in counter<br>\$112.50 at gate |
| <b>Any one bag over 23kg</b>   | \$77.50  | \$77.50  |
| <b>Fee per oversized bag</b><br>(between 158 cm and 203 cm total dimensions) | \$77.50  | \$77.50  |

- Fees are per direction, and do not include local taxes, which may apply based on origin of ticket.
  - Fees are indicated in CAD/USD, based on originating airport
  - Each bag weighing between 23 kg (50 lb) and 32 kg (70 lb) is charged a fee of \$77.50 CAD/USD.
  - Any single piece measuring more than 158 cm (62 in) total dimension (the sum of the length, width and height) is considered oversized and will be charged \$77.50 CAD/USD per direction.
  - No single piece of baggage can exceed 203 cm (80 in) total dimension.
  - If a bag is both overweight and oversized, the \$77.50 fee is charged only once.
  - For 3rd and subsequent bag, no overweight or oversized bag fee is charged.
  - Strollers and child car seats will be carried free of charge for passengers travelling with children.
- (3) Passengers (excluding infants) may also carry onboard one standard article with maximum dimensions of 23 x 40 x 55cm (9 x 16 x 22in) and one business article with maximum dimensions 16 x 33 x 43cm (6 x 13 x 17in) each weighing no more than 9kg (20lbs).

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

The following items are not counted as carry-on; cameras, coats, purses small than (20 x 12 x 8 inches), receptacles containing human remains, strollers, child restraint systems, containers carrying life-sustaining items, crutches, canes, walkers and other similar items.

- (4) Articles of baggage or goods will not be carried when such articles are likely to endanger the aircraft, persons or property are likely to be damaged by air carriage, are unsuitably packed, or the carriage of which would violate the laws, regulations, or orders of countries or possessions to be flown from, into, or over.
- (5) If the weight, size or character renders it unsuitable for carriage on the aircraft, the carrier, prior to departure of the flight, will refuse to carry the passenger's baggage or goods or any part thereof. The following articles will be carried only with prior consent of the carrier:

Firearms of any description - firearms for sport purposes will be carried as checked baggage provided required entry permits are in the possession of the passenger for the country of destination and provided that such firearms are disassembled or packed in a suitable locked case. The provisions of this paragraph do not apply to Officers of the Law traveling in the line of duty and carrying legally prescribed sidearms or other similar weapons.

- (6) The carrier will accept wheelchairs, walkers, motorized scooters (as long as non wet cell battery-powered) and mobility equipment at no additional charge. Dry and gel cell batteries will be accepted providing they are secured in an approved battery container. The carrier will not accept wet cell batteries for safety reasons.
- (7) With the exception of Service Animals and pets, live animals are not accepted on flights except in accordance with Rule 11A of this Tariff.

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- (8) Dangerous Goods as defined by Transport Canada are not accepted for carriage under any circumstances. Dangerous Goods include, but are not limited to, flammable gasses, liquids and solid material, compressed gasses, explosives, poison, corrosives, oxidizing agents, radio active material, etiologic agents and magnetized material. Medical oxygen will not be allowed on board the aircraft.
- (b) **Cargo** Carrier's acceptance of any cargo onboard any flight, shall be subject to the following conditions:
- (1) The carrier shall have the right, but not the obligation, to make such inspections of cargo as it deems necessary or appropriate, with or without the shipper's consent or knowledge. The existence or exercise of such right shall not be construed as an agreement, expressed or implied by the carrier to carry such cargo as would otherwise be precluded from carriage in accordance with this tariff.
  - (2) The carrier shall not be liable for any damage to any cargo resulting from exposure to electro-magnetic x-ray or fluoroscopic metal or other detecting devices as a result of any inspections.
  - (3) All cargo presented for carriage shall be crated or otherwise suitably enclosed and be of weight, size and character that is suitable for carriage on the aircraft.
  - (4) Perishable goods shall be properly packed by the shipper to prevent damage or deterioration in flight. The carrier shall not be liable for any loss, damage, deterioration or destruction of perishable goods regardless of its cause, including loss, damage, deterioration or destruction resulting from delay in departure or enroute.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

- (5) Non-acceptance by consignee – Where any goods are refused by the consignee or effective arrangements have not been made by the shipper for the consignee to accept goods at the destination, or where instructions for disposal cannot be obtained from the shipper or consignee, or where there is danger that the goods shall become worthless because of delay in transit or delivery or non-delivery, the carrier shall, without prior notice, dispose of the goods upon such terms as shall appear fit and proper to the carrier from and against any and all costs of disposal, delivery or storage thereof.
- (6) Refusal of carriage – The carrier shall refuse to carry or shall remove enroute any cargo when:
- i. Such cargo:
    - will endanger the safety of the aircraft, crew, other cargo, passengers or baggage;
    - is shipped contrary to any applicable laws, regulations or orders of any place to be flown from, into or over;
    - is liable to cause damage to the aircraft or to baggage or other cargo, or injury to persons onboard the aircraft;
    - is likely to be damaged by the air carriage;
    - is improperly packed or otherwise defective.
  - ii. The weight, size or character of the cargo is unsuitable for carriage on the aircraft.

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**RULE 17A. INTERLINE BAGGAGE ACCEPTANCE**

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**Definitions**

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

**"Baggage Rules"** means the conditions associated with the acceptance of baggage, services incidental to the transportation of baggage, allowances and all related charges.

**Carrier Definitions (Various)**

**"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.

**"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, the origin or ultimate ticketed destination of which is a point in Canada. Only travel on a single ticket is subject to this Rule provided the origin or the ultimate ticketed destination is a point in Canada.

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

**"Marketing Carrier"** means the carrier that sells a flight under its code.

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

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**"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.

**"Operating Carrier"** means the carrier that operates the actual flight.

**"Participating Carrier(s)"** includes both the Selecting Carrier and Down Line Carriers who have been identified as providing interline transportation to the passenger by virtue of the passenger's ticket.

**"Selected Carrier"** means the carrier whose baggage rules apply to the entire interline itinerary.

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

**"Single ticket"** 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).

**"Summary page at the end of an online purchase"** means a page on a carrier's Web site which summarizes the details of a ticket purchase transaction after the passenger has agreed to purchase the ticket from the carrier and has provided a form of payment.

**"Ultimate ticketed destination"** 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 ultimate ticketed destination is considered to be Canada.

**(A) Applicability**

This Rule is applicable to all interline itineraries issued by the Carrier on a single ticket on or after April 1, 2015 whose origin or ultimate ticketed destination is in Canada.

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**(B) General**

For the purposes of interline baggage acceptance:

1. the carrier whose designator code is identified on the first segment of the passenger's interline itinerary will be known as the Selecting Carrier.
2. any carrier who is identified as providing interline transportation to the passenger by virtue of the passenger's ticket will be known as a Participating Carrier.

**(C) Baggage Rule Determination by the Carrier****Checked Baggage**

The Selecting Carrier will:

- a) Select and apply its own baggage rules as set out in its tariff to the entire interline itinerary.

OR

- b) 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 (a) or (b) will be known as the Selected Carrier.

**Carry-On Baggage**

Each Operating Carrier's carry-on baggage allowances (as to number, size and weight of carry-on articles) 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.

**(D) Baggage Rule Application by Participating Carrier**

Where the Carrier is not the Selected Carrier on an interline itinerary but is a Participating Carrier that is providing transportation to the passenger based on the ticket issued, the Carrier will apply as its own the baggage rules of the Selected Carrier throughout the interline itinerary.

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**(E) Disclosure of Baggage Rules****Summary Page following an Online Purchase and E-Ticket Disclosure**

1. For baggage rules provisions related to a passenger's 1<sup>st</sup> and 2<sup>nd</sup> 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).

**Web site Disclosure**

The Carrier will disclose on its Web site, in a convenient and prominent location, a complete and comprehensive summary of all of the Carrier's own baggage rules.

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**SECTION VI - REFUNDS****RULE 18. RESPONSIBILITY FOR SCHEDULES AND OPERATIONS**

- (a) The Carrier will endeavor to transport the passenger and baggage with reasonable dispatch, but times shown in timetables or elsewhere are not guaranteed.
- (b) The agreed stopping places are those places shown in the carrier's timetable as scheduled stopping places on the route. The Carrier may substitute alternative carriers or aircraft and, if necessary, may alter or omit stopping places shown in the timetable. The Carrier will make reasonable efforts to inform passengers of any of the above changes, and to the extent possible, the reason for them.
- (c) Passengers have a right to information on flight times and schedule changes. In the event of a delay or schedule change, the carrier will make reasonable efforts to inform the passengers of delays and schedule changes, and, to the extent possible, the reasons for them, including that the Carrier will undertake to inform passengers of advancements of scheduled flight departures.
- (d) If a delay occurs after passengers have boarded the aircraft, the Carrier will offer drinks and snacks if it is safe, practical and timely to do so. If the delay exceeds 90 minutes and circumstances permit, the Carrier will offer passengers the option of disembarking from the aircraft until it is time to depart.

**18.1 Passenger Expenses Resulting from Delays and Flight Advancements**

For the purposes of this Sub-Rule 18.1, "Flight Advancement" shall mean an advancement of the scheduled flight departure by more than the minimum period for the passenger to check in pursuant to Rule 21 of this Tariff.

Passengers will be entitled to reimbursement from the Carrier for reasonable expenses incurred as a result of a delay or a Flight Advancement, subject to the following conditions:

- i. The Carrier shall not be liable for any damages, costs, losses or expenses occasioned by delays or a Flight Advancements if it, and its employees and agents, took all measures that could reasonably be required to avoid the damage or if it was impossible for the Carrier and its employees or agents to take such measures;
- ii. Any passenger seeking reimbursement for expenses resulting from delays or a Flight Advancements must provide the Carrier with (a) written notice of his or her claim, (b) particulars of the expenses for which reimbursement is sought and (c)

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

receipts or other documents establishing to the reasonable satisfaction of the Carrier that the expenses were incurred; and

iii. The Carrier may refuse or decline any claim, in whole or in part, if:

- A. the passenger has failed or declined to provide proof or particulars establishing, to the reasonable satisfaction of the Carrier, that the expenses claimed were incurred by the passenger and resulted from a delay or Flight Advancement for which compensation is available under this Rule 18; or
- B. the expenses for which reimbursement is claimed, or any portion thereof, are not reasonable or did not result from the delay or Flight Advancement, as determined by the Carrier, acting reasonably.

In any case, the Carrier may, in its sole discretion, issue meal, hotel and/or ground transportation vouchers to passengers affected by a delay or a Flight Advancement.

## **18.2 Baggage Delays**

- (a) The carrier cannot guarantee that the passenger's baggage will be carried on the flight if sufficient space is not available as determined by the Carrier.
- (b) Notwithstanding the foregoing, passengers whose baggage does not arrive on the same flight as the passenger will be entitled to reimbursement from the Carrier for reasonable expenses incurred as a result of the baggage delay, subject to the following conditions:
  - i. The Carrier shall not be liable for any damages, costs, losses or expenses occasioned by delays in the delivery of baggage if the Carrier, and its employees and agents, took all measures that could reasonably be required to avoid the damage or if it was impossible for the Carrier and its employees or agents to take such measures;
  - ii. The passenger must have complied with the check-in requirements set out in Rule 21 of this tariff;

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- iii. In order to assist the Carrier in commencing the tracing of the baggage in question, the passenger is encouraged to report the delayed baggage to the Carrier as soon as reasonably practicable following the completion of the flight;
  - iv. The passenger must provide the Carrier with (a) written notice of any claim for reimbursement within 21 days of the date on which the baggage was placed at the passenger's disposal, or in the case of loss within 21 days of the date on which the baggage should have been placed at the passenger's disposal; (b) particulars of the expenses for which reimbursement is sought; and (c) receipts or other documents establishing to the reasonable satisfaction of the Carrier that the expenses were incurred;
  - v. The liability of the Carrier in the case of lost or delayed baggage shall not exceed 1,131 Special Drawing Rights (the "basic carrier liability" which is the approximate Canadian dollar equivalent of CAD\$1,800) for each passenger, unless the passenger has declared a higher value and paid the supplementary sum in accordance with Rule 11(c) of this tariff, in which case the Carrier's liability will be limited to the lesser of the value of the delayed baggage or the declared value, up to a maximum of CAD\$3,000.
- (c) After a 21 day delay, the Carrier will provide a settlement in accordance with the following rules:
- i. if no value is declared per Rule 11(c), the settlement will be for the value of the delayed baggage or 1131 SDR (the "basic carrier liability" which is the approximate Canadian dollar equivalent of CAD\$1,800), whichever is the lesser, and
  - ii. if value is declared per Rule 11(c), the settlement will be for the value of the delayed baggage or the declared sum (per Rule 11(c)) up to a maximum of \$3,000, whichever is the lesser.
  - iii. In connection with any settlement under this subsection (c), the passenger shall be required to furnish proof of the value of the delayed baggage which establishes such value to the satisfaction of the Carrier, acting reasonably.

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- (d) The Carrier may refuse or decline any claim relating to delayed baggage, in whole or in part, if:
- i. the conditions set out in subsection 18.2(b) above have not been met;
  - ii. the passenger has failed or declined to provide proof or particulars establishing, to the reasonable satisfaction of the Carrier, that the expenses claimed were incurred by the passenger and resulted from a delay for which compensation is available under this Rule 18; or
  - iii. the expenses for which reimbursement is claimed, or any portion thereof, are not reasonable or did not result from the delay, as determined by the Carrier, acting reasonably.

## **RULE 19. REFUNDS**

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(a) **Voluntary Cancellations**

If a passenger decides not to use the ticket and cancels the reservation, the passenger may not be entitled to a refund, depending on any refund condition attached to the particular fare.

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(b) **Involuntary Cancellations**

Refer to **Rule 15 Carrier Cancellation, Change and Refund Terms** for applicable terms and conditions.

**RULE 20. DENIED BOARDING COMPENSATION**

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**General**

If a passenger has been involuntarily denied a reserved seat in case of an oversold flight on Porter Airlines, the Carrier will provide the passenger with:

- (a) a remedy or remedies in accordance with Rule 15 above; and
- (b) denied boarding compensation as set forth in this Rule 20 below.

**Volunteers and Boarding Priorities**

If a flight is oversold (more passengers hold confirmed reservations than there are seats available), no one may be denied boarding against his/her will until the Carrier's personnel first ask for volunteers who will give up their reservations willingly, in exchange for such compensation as the Carrier may choose to offer. If there are not enough volunteers, other passengers may be denied boarding involuntarily, in accordance with the Carrier's boarding priority.

In determining boarding priority, the Carrier will consider the following factors:

- whether a passenger is traveling due to death or illness of a member of the passenger's family, or,
- age of a passenger, or
- whether a passenger is an unaccompanied minor, or
- whether a passenger is a person with a disability, or
- the fare class purchased and/or fare paid by a passenger

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**Compensation for Involuntary Denied Boarding**

If you are denied boarding involuntarily on a flight, you are entitled to a payment of “denied boarding compensation” from Carrier unless:

- you have not fully complied with the Carrier’s ticketing and check-in requirements, or you are not acceptable for transportation under the Carrier’s usual rules and practices; or
- you are denied boarding because the flight is cancelled; or
- you are denied boarding because a smaller capacity aircraft was substituted for safety or operational reasons, and the events prompting such substitution were beyond the Carrier’s control and the Carrier took all reasonable measures to avoid the substitution or it was impossible for the Carrier to take such measures; or
- you are offered accommodations in a section of the aircraft other than specified in your ticket, at no extra charge, (a passenger seated in a section for which a lower fare is charged must be given an appropriate refund); or
- Carrier is able to place you on another flight or flights that are planned to reach your final destination within one hour of the scheduled arrival of your original flight.

**Amount of Denied Boarding Compensation**

Passengers with a confirmed seat on Porter Airlines who are denied boarding involuntarily from an oversold flight are entitled to:

- (a) No compensation if the Carrier offers alternate transportation that is planned to arrive at the passenger's destination or first stopover not later than one hour after the planned arrival time of the passenger's original flight;
- (b) No less than 200% of the fare to the passenger's destination or first stopover, with a maximum of \$675 USD/CAD, if the Carrier offers alternate transportation that is planned to arrive at the passenger's destination or first stopover more than one hour but less than four hours after the planned arrival time of the passenger's original flight; and
- (c) No less than 400% of the fare to the passenger's destination or first stopover, with a maximum of \$1,350 USD/CAD, if the Carrier does not offer alternate transportation that is planned to arrive at the airport of the passenger's

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destination or first stopover less than four hours after the planned arrival time of the passenger's original flight.

|                            |   |
|----------------------------|---|
| 0 to 1 hour arrival delay  | No compensation.  |
| 1 to 4 hour arrival delay  | At least 200% of one-way fare (but no more than \$675 USD/CAD).   |
| Over 4 hours arrival delay | At least 400% of one-way fare (but no more than \$1,350 USD/CAD). |

For the purpose of calculating compensation under this Rule 20, the “fare” is the one-way fare for the flight including any surcharge and air transportation tax, minus any applicable discounts. All flights, including connecting flights, to the passenger’s destination or first 4-hour stopover are used to compute the compensation.

### Method of Payment

Except as provided below, the Carrier must give each passenger who qualifies for denied boarding compensation a payment by cheque or draft for the amount specified above, on the day and place the involuntary denied boarding occurs. However, if the Carrier arranges alternate transportation for the passenger’s convenience that departs before the payment can be made, the payment will be sent to the passenger within 24 hours. The Carrier may offer free or discounted transportation vouchers in place of cash or cheque payment, provided:

- (a) The Carrier has informed the passenger of the amount of cash compensation that would be due and that the passenger may decline travel vouchers, and receive cash or equivalent;
- (b) the value of such voucher(s) is no less than 300% of the value of the cash compensation to which the passenger would otherwise have been entitled;
- (c) the Carrier has disclosed to the passenger all material restrictions applicable to the use of such vouchers;
- (d) the Carrier obtains the signed agreement of the passenger, confirming that the passenger was provided with the aforementioned information, prior to providing travel vouchers in lieu of cash or equivalent compensation; and

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- (e) The passenger may in any event refuse to accept such vouchers and insist on the cash/cheque payment, including that any passenger who accepts vouchers in lieu of cash or cheque payment at the time of involuntary denied boarding may, within 30 days, elect to exchange such vouchers for the cash or cheque payment she would have been entitled to receive had the passenger not accepted vouchers,

provided that the vouchers have not been redeemed by the passenger in whole or in part.

**RULE 21. CHECK-IN REQUIREMENTS**

In addition to any other check in requirements set out in this tariff, the following check-in requirements must be complied with:

- (a) a passenger must have obtained his/her boarding pass and checked any baggage by the check-in deadline below and must be available for boarding at the boarding gate by the deadline shown below. Failure to meet these deadlines may result in the loss of the passenger's assigned seat or the cancellation of the passenger's reservation.

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**Domestic Flights**

|                               | <b>Toronto City Airport</b> | <b>Other Airports</b> |
|-------------------------------|-----------------------------|-----------------------|
| <b>Arrival Time</b>           | 30 minutes                  | 60 minutes            |
| <b>Check-In Deadline</b>      | 20 minutes                  | 30 minutes            |
| <b>Boarding Gate Deadline</b> | 15 minutes                  | 20 minutes            |

**U.S. Flights**

|                               | <b>Toronto City Airport</b> | <b>Other Airports</b> |
|-------------------------------|-----------------------------|-----------------------|
| <b>Arrival Time</b>           | 60 minutes                  | 90 minutes            |
| <b>Check-In Deadline</b>      | 45 minutes                  | 60 minutes            |
| <b>Boarding Gate Deadline</b> | 15 minutes                  | 20 minutes            |

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March 6, 2014

EFFECTIVE DATE

March 7, 2014  
Per SP No. 99014