

**TARIFF CONTAINING RULES  
APPLICABLE TO SERVICES  
FOR THE TRANSPORTATION OF  
PASSENGERS AND BAGGAGE OR GOODS  
BETWEEN  
POINTS IN CANADA**

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ISSUE DATE

ISSUED BY

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October 3, 2006

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

October 3, 2006

**CHECK SHEET**

Original and revised pages as named below, contain all changes from the original tariff, effective as of the date shown thereon:

<u>Page Number</u>	<u>Number of Revision</u>	<u>Page Number</u>	<u>Number of Revision</u>
Title	Original	18	1st
1	7th	19	3rd
2	3rd	20	2nd
3	2nd	21	3rd
4	Original	21(A)	Original
5	Original	21(B)	Original
6	Original	22	2nd
		22(A)	Original
7	Original	23	2nd
8	Original	24	3rd
9	1st	25	4th
		25(A)	1st
		25(B)	Original
10	2nd	26	5th
11	3rd	27	5th
		27(A)	Original
12	2nd	28	3rd
12(A)	Original	29	3rd
13	1st	30	4th
14	1st	31	4th
15	Original	32	2nd
16	1st	33	1st
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		35	Original
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		37	Original

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

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**EXPLANATION OF ABBREVIATIONS,  
REFERENCE MARKS AND SYMBOLS**

CTA(A)	Canadian Transportation Agency
IATA	International Air Transport Association
Cont'd	Continued
No.	Number
\$	Dollar(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
CAD	Canadian Dollars

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**SECTION 1 – GENERAL RULES****RULE 1. DEFINITIONS**

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

**Applicable Fare** means the fare which would be applicable pursuant to the rules and fares set out in this tariff.

**Baggage** which is equivalent to luggage, means such articles, effects and other personal property of the passenger as are necessary or appropriate for wear or 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 and the Districts and Islands comprising the Northwest Territories of Canada and Nunavut.

**Carrier** means Porter Airlines Inc.

**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.

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

**Goods** means anything that can be transported by air, including animals, other than in planeload and baggage.

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**Miscellaneous Charges Order** means a document issued by a carrier or its agents requesting provision of services to the person named in such document.

**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 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.

**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.

**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.

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**Routing** means the carrier(s) and/or the cities and/or class of service and/or type of aircraft via which transportation are 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 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.

**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.

**Ticket** means the electronic confirmation, or confirmation number, and/or itinerary/receipt, if applicable, baggage check and accompanying notices that incorporate this contract of carriage.

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

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

- (a) 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.

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- (b) 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.
- (c) References to pages, rules, items and notes are continuous and include revisions, supplements thereto and reissues thereof.
- (d) 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.
- (e) 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.

### **RULE 3. PASSPORTS AND VISAS – RESPONSIBILITY OF PASSENGER**

- (a) Each passenger desiring eventual 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 each carrier for any loss, damage or expense suffered or incurred by such carrier by reason of such passenger's failure to do so. No carrier shall be liable for any aid or information given by an agent or employee of such 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

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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.

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

The carrier shall 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 5. TRANSPORTATION OF A PERSON WITH A DISABILITY**

(a) Definitions:

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

**Non-Ambulatory** means a person who is not able to move about within the aircraft unassisted.

**Non-self-reliant** means a person who is NOT Self Reliant, as defined below.

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**Self-reliant** means a person who is independent, self-sufficient and capable of taking care of all his/her physical needs during flight, and in particular, during an emergency evacuation or decompression and who requires no special or unusual attention beyond that afforded to the general public, except for 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 standards established by a professional service animal institution.

(b) 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/Non-self-reliant	Yes
Blind and Deaf/Self-reliant	No
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

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).

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- (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 mental or physical condition is such as to render the passenger incapable of caring for himself/herself without assistance, unless the passenger is accompanied by an attendant who will be responsible for caring for such passenger en route, and with the care of such an attendant, such passenger will not require unreasonable attention or assistance from employees of the carrier.
- (c) Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows.
- (d) Reservations should be made at least 48 hours in advance of travel, advising the carrier as to the nature of the disability and assistance required, so that arrangements can be made. The carrier will make every effort to accommodate passengers who fail to make reservations 48 hours in advance.
- (e) The carrier will accept the following items as priority checked baggage without charge:
- (1) Wheelchairs with non-spillable batteries, with terminals disconnected and taped.
  - (2) Mobility aids such as, but not limited to, manually operated wheelchairs, scooters, walkers, crutches and canes.

The carrier will assume responsibility for the disassembling and assembling of mobility aids.

- (f) Walkers, crutches and canes may be retained in the passenger's custody provided they are stowed in a manner consistent with Transport Canada requirements concerning security, safety and hazardous materials.

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- (g) 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. Should injury to or death of a service animal result from the fault or negligence of the carrier, the carrier will undertake to provide expeditiously, and at its own expense, for medical care, and if necessary, replacement of the animal.
- (h) 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 within 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.
- (i) 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 and deplaning;

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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 aid 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.

#### **RULE 6. REFUSAL TO TRANSPORT**

- (a) The carrier reserves the right to refuse to board or transport any passenger and to remove any passenger from any flight for any one or more of the following reasons:
  - (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, force

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majeure, strikes, civil commotions, embargoes, wars, hostilities or disturbances) actual, threatened or reported.

(2) **Passenger's Conduct or Condition** – a passenger whose conduct, status, age or mental or physical condition is such as to:

- i. make such refusal or removal necessary for the reasonable safety or comfort of other passengers, or
- ii. involve any unusual hazard or risk to himself or to other persons (including, in cases of pregnant passengers, unborn children) or to property.

A. **Search of Passenger or Property** of a passenger who refuses to permit search of his person or property for explosives or a concealed, deadly or dangerous weapon or article.

B. **Proof of Identity/Age** The carrier may, at its discretion and at any time, require proof of identity from any passenger. All passengers are required to present one piece of valid government-issued photo ID that shows name, date of birth and gender, such as a driver's license or a passport. Passengers may also present two pieces of valid government-issued non-photo ID, at least one of which shows name, date of birth and gender, such as a birth certificate. Failure to provide proof as requested constitutes grounds for refusal to transport.

C. **Smoking on Board** The carrier does not permit smoking on any flight. Any passenger failing to comply with this policy may be removed from the aircraft at any intermediate stop or may be refused onward carriage from any intermediate stop or stopover point.

D. The carrier may refuse to transport or may remove at any point any passenger whose behaviour is interfering or has interfered with the safety or comfort of any other passenger or any crewmember.

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- iii. If such refusal or removal is, in the carrier's reasonable discretion, necessary or desirable for reasons of the health, comfort or safety of that person, passengers, the carrier's employees or agents, the air crew, the aircraft or the safe operation of the aircraft, or is otherwise necessary or desirable to prevent violation of any applicable law, regulation or order of any governmental authority of those jurisdictions where the aircraft shall be flown from, to or over. In particular, but without limiting the generality of the foregoing, the carrier's right of refusal to board or transport a passenger and to remove a passenger shall include all acts defined as Prohibited Conduct in Rule 6(c) below.
- (b) The carrier will refuse to transport any passenger if:
- (1) the travel documents of such passenger are not in order;
  - (2) for any other reasons, such passenger's entry into, transit through or embarkation from Canada or any other point would be unlawful, or;
  - (3) such passenger fails or refuses to comply with the rules and regulations of the carrier.
- (c) The carrier may, in its reasonable discretion, impose sanctions on any person who engages in or has engaged in any conduct or behaviour 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, air crew or aircraft or the safe operations of the carrier's aircraft (the "Prohibited Conduct").

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- (1) Examples of Prohibited Conduct that could give rise to the imposition of sanctions include, but are not limited to:
- 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 behaviour 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 attempting to smoke in an aircraft;
  - 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);
  - ix. inability or unwillingness to sit in the seat with the seatbelt fastened;
  - x. use of a cellular telephone, a laptop computer or an electronic device on board the aircraft after being advised to cease such use by a member of the crew.

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- (2) The sanctions the carrier may impose on a person may be any one or a 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 (1) 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 paragraph (1)(iii), (iv), (vi) or (viii) will usually entail the imposition of an indefinite or permanent ban from travel with the carrier. The carrier's customer care staff, security staff, airport customer service staff and air crew and individually authorized in their reasonable discretion, to impose sanctions described in paragraphs (2)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 (2)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 (2)iv or v above. Any person who is given a sanction pursuant to paragraph (2)v may respond in writing to the carrier with reasons why the carrier should remove the sanction within thirty (30) days. The carrier may remove a sanction imposed on a person pursuant to paragraph (2)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.

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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 of the person's fare.

These remedies are without prejudice to carrier's other rights and recourses, namely to seek recovery of any damage resulting from the Prohibited Conduct or as otherwise provided in the carrier's tariff.

- (d) **Liability** The carrier is not liable for its refusal to transport any passenger or for its removal of any passenger in accordance with the preceding paragraphs of this rule.

## **RULE 7. 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 12 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

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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 and paying the additional \$20 fee CAD/USD per passenger, per direction plus applicable taxes in accordance with Rule 12.

(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 through flights, connecting flights or interline flights. The following conditions will apply:

(A) Under 8 years, not accepted under any conditions.

(B) 8-11 years, 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 a 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;

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- 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 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.
- (c) **Responsibilities of the carrier** - The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

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**RULE 8. LIMITATION OF LIABILITY - PASSENGERS**

- (a) The liability of the carrier in respect of the death of, or injury to, a passenger is limited to the sum of CAD \$200,000.00.
- (b) 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.
- (c) The carrier is not liable
  - (A) In the case of any passenger whose age or mental or physical condition, including pregnancy, is such as to involve an unusual risk or hazard, for any damages sustained by that passenger that would not have been sustained but for his/her age or mental or physical condition; or
  - (B) In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.
- (d) No action shall be maintained in respect of the death of, or injury to, a passenger unless notice of a claim is presented in writing to the head office of the carrier within thirty (30) days from the date of the death or injury.

**RULE 9. LIMITATION OF LIABILITY - BAGGAGE**

- (a) The liability of the carrier in respect of loss, or damage to or delay of, baggage, except mobility aids, whether caused directly or indirectly by the act, neglect or default of the carrier or not, is limited to the sum of CAD \$1,800.00 per passenger for all baggage.

The passenger shall be entitled to make, in writing at the time the baggage is handed over to the carrier, a special declaration of value (declared value) for each applicable bag. In any such case, the passenger shall be required to pay a supplementary charge, which shall be calculated as follows:

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- a. No charge shall be payable on that part of the declared value which does not exceed basic carrier liability;
- b. For that part of the declared value which does exceed basic carrier liability, a charge of CAD\$10.00 shall be payable per declaration.

If the passenger makes such a declaration and pays the supplementary charge, the carrier will be liable to pay a sum not exceeding the amount of the declared value, unless it proves that the amount of the declared value is greater than the passenger's actual value.

The passenger may declare a value in excess of basic carrier liability for the checked baggage to a maximum total liability of CAD\$3,000.00, including basic carrier liability.

- (b) The carrier will not accept fragile, valuable or perishable articles including money, jewelry, cameras, video and electronic equipment, silverware, negotiable instruments, business documents, samples, medications, paintings, antiques, furs, manuscripts or similar items in checked baggage or when otherwise placed in the care of the carrier. Unless otherwise specified, a valuable will be deemed any item whose value is \$1,000, or more, per kilogram or \$1.00 per gram.
- (c) Carrier shall not be liable for the destruction, loss, damage, or delay in delivery of any property which is not acceptable for transportation in accordance with subparagraph (b) above or for any other loss or damage of whatever nature resulting from any such loss or damage or from the transportation of such property, including damage or delay of unsuitably or inadequately packed items, to the extent that the destruction, loss or damage resulted from the inherent defect, quality or vice of the baggage, or, in case of delay, that the carrier, its agents, and servants took all measures that could reasonably be required to avoid the damage or that it was impossible to take such measures. This exclusion is applicable whether the non acceptable property is included in the passenger's checked baggage with or without knowledge of the carrier.
- (d) The limitations of liability of the carrier set out above in this Rule 9 will be waived for substantiated claims involving the loss, damage or delay in delivery of mobility aids when such items have been accepted into the care of the carrier as checked baggage or otherwise, but subject to the limitations, terms and conditions set out in the last paragraph of this Rule 9.
- (e) In no case shall the carrier's liability exceed the actual loss of the passenger excluding indirect, incidental and consequential damages. All claims are subject to proof of amount of loss.

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**RULE 10 - LIMITATION OF LIABILITY - GOODS**

Intentionally deleted, as the Carrier does not accept Goods for carriage.

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**RULE 10A - 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:

	<u>Height</u>	<u>Width</u>	<u>Length</u>
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 animal 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 certificates, 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.

## SECTION II – TICKETS

### RULE 11. TICKETS

- (a) No person shall be entitled to transportation except upon presentation of a valid ticket (electronic confirmation), or a confirmation number.
- (b) 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.
- (c) All ticket holders will be required to produce photo identification for verification at the time of check in and at the departure gate.
- (d) No tickets will be issued on an open basis. All tickets purchased must be for a specific flight on a specific date.

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 applicable ticket change charge plus applicable taxes. The charge is payable by the ticket holder and is chargeable per one-way travel, per person and per change. If the same fare is not

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available at the time of the requested change, the difference in fares will be applied in addition to the change fee plus applicable taxes.

- (e) Cancellations may be made up to one (1) hour prior to scheduled departure upon payment of the carrier's applicable ticket change charge plus applicable taxes. The 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 applicable change fee 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 (*i.e.* date of travel must occur before expiry of the credit). 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 traveler one time only, and the credit's original expiration date shall continue to apply after any such transfer.
- (f) 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.
- (g) 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.

### **SECTION III – RESERVATIONS**

#### **RULE 12. 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

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cancelled due to one of the reasons indicated in Rule 13. Advance seat assignments are not guaranteed and may be changed by the carrier without notice.

### **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 13. CANCELLATION**

All reservations are subject to cancellation without notice:

- (a) if the passenger has not purchased a validated ticket indicating confirmed seat(s) at least sixty (60) minutes prior to scheduled departure of the flight, or earlier if a specified time limit is required;
- (b) if the passenger fails to fulfill the requirements of the fare type of that reservation;
- (c) if the passenger is not present at the boarding gate at the time limit required prior to the original scheduled departure time of the flight;
- (d) if the passenger fails to occupy a seat reserved (for example: a no-show);
- (e) if such action is necessary to comply with any governmental regulation or to comply with any governmental request for emergency transportation in connection with

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national defense, or whenever advisable by reason of weather or other conditions beyond the carrier's control.

If the carrier refuses to transport the passenger for any of the reasons stated above, even if a reservation was confirmed, the reservation may not be accepted for the flight specified. Cancellation will apply to remainder of passenger's through or connecting flights.

## **SECTION IV – FARES, ROUTINGS, RATES AND CHARGES**

### **RULE 14. APPLICATION OF FARES AND ROUTINGS**

- (a) **General** – The price of transportation 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.
  - (2) In no event will a stopover occur when the passenger departs from the intermediate city on a flight scheduled to depart within four (4) hours after the passenger's arrival.

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(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.

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

(g) **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.

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**(h) 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:

- (1) “Flexible” fares shall be non-refundable and subject to a \$50.00 change/cancellation charge per direction 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.

For travel within Canada, “Firm” fares shall be non-refundable and subject to a \$75.00 change/cancellation charge per direction per passenger, plus the difference in fare.

For travel originating or terminating in the United States, “Firm” fares shall be non-refundable and subject to a \$200.00 change/cancellation charge per person, plus the difference in fare. 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 amount paid for the original fare which was cancelled (including applicable fees, charges and taxes), less the change/ cancellation charge (including applicable taxes), 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 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;

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- (2) 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;
- (3) 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;
- (4) 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.

**(i) 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 20 of this Tariff (each a "Schedule Irregularity"), the Carrier will offer the 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 14(i)(c) below, for segments already flown if they no longer serve the purpose for which the passenger undertook such travel;

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- (b) In defining the remedy or remedies appropriate in each case arising under Rule 14(i)(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 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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**SECTION V – BAGGAGE AND CARGO****RULE 15. ACCEPTANCE OF BAGGAGE AND CARGO**

**Applicability:** This Rule 15 applies to all flights operated by the Carrier which are subject to this tariff, and to certain interline itineraries as set forth in Rule 15A below, and subject to the exceptions stated therein.

All baggage or cargo presented for transportation is/are subject to inspection by the carrier and/or any 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.
- (2) Passengers may travel with one piece of checked baggage weighing 23 kg (50 lbs) or less, and additional pieces of checked baggage may be carried subject to space and weight availability. Checked baggage is subject to charges (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):

\*The amounts in the chart on Page 27 apply to bookings made on or after March 12, 2015 for travel on or after May 1, 2015. For travel occurring prior to May 1, 2015, the following charges shall apply irrespective of whether the passenger pays them in advance or at the airport, subject to the additional terms listed on the following page:

All Fare Categories: \$75 for any bag over 23 kg or greater than 158cm in total dimensions

Firm and Flexible Fares: \$25 for 1<sup>st</sup> bag; \$35 for 2<sup>nd</sup> bag; \$100 for 3<sup>rd</sup> and subsequent bags

Freedom Fares: No charge for 1<sup>st</sup> and 2<sup>nd</sup> bag; \$100 for 3<sup>rd</sup> and subsequent bags

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	<b><u>Fare Class</u></b>	
	<b>Firm or Flexible</b>	<b>Freedom</b>
<b>1st bag</b> (23 kg or less)	\$25 in advance \$35 at airport	\$0
<b>2nd bag</b> (23 kg or less)	\$35 in advance \$45 at airport	\$0
<b>3rd bag and subsequent</b> (23 kg or less)	\$90 in advance \$100 at airport	\$90 in advance \$100 at airport
<b>Any one bag over 23kg</b>	\$75	\$75
<b>Fee per oversized bag</b> (between 158 cm and 203 cm total dimensions)	\$75	\$75

- 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 \$75 CAD/USD. Bags exceeding 32 kg (70 lb) will not be accepted for carriage.
  - 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 \$75 CAD/USD per direction.
  - No single piece of baggage can exceed 203 cm (80 in) total dimension (the sum of the length, width and height).
  - If a bag is both overweight and oversized, the \$75 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).

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The following items are not counted as carry-on; cameras, coats, purses smaller 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 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) Hazardous material as defined by Transport Canada will not be accepted for carriage. Hazardous materials 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.
- (8) With the exception of Service Animals, live animals are not accepted on flights except in accordance with Rule 10A of this Tariff.

**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 deemed necessary or appropriate, with or without the shipper's consent or

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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.
- (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:

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- 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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DOMESTIC TARIFF

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**RULE 15A. INTERLINE BAGGAGE ACCEPTANCE****Definitions**

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

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

**Carrier Definitions (Various)**

**"Down Line Carrier"** means any carrier, other than the carrier whose designator code is identified on the first flight segment of the passenger's ticket at the beginning of an interline itinerary, who is identified as providing interline transportation to the passenger by virtue of the passenger's ticket.

**"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.

**"Marketing Carrier"** means the carrier that sells an interline itinerary.

**"Participating Carrier(s)"** includes all carriers who have been identified as providing interline transportation to the passenger by virtue of the passenger's ticket.

**"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).

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**DOMESTIC TARIFF**

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**"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.

**(A) Applicability**

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

**(B) General**

For the purposes of interline baggage acceptance:

1. the carrier that sells an interline itinerary to a passenger will be known as the Marketing 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**

Where the Carrier is the Marketing Carrier, it will apply its own baggage rules as set forth in Rule 15 of this tariff to the entire interline itinerary.

Where the Carrier is not the Marketing 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 Marketing Carrier throughout the interline itinerary.

**Carry-On Baggage**

The carry-on baggage charges, if any, that will apply to the entire interline itinerary will be those of the Marketing Carrier. However, each Participating Carrier's carry-on baggage allowances (as to number, size and weight of carry-on articles) will apply to each flight segment operated by that Participating Carrier in an interline itinerary.

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

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, which will reflect the baggage rules of the Marketing Carrier related to a passenger's 1<sup>st</sup> and 2<sup>nd</sup> checked bag and the passenger's carry-on baggage.

The Carrier will provide this information in text format on the passenger's e-ticket confirmation.

**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 16 – RESPONSIBILITY FOR SCHEDULES AND OPERATIONS**

- (a) The Carrier will endeavour to transport the passenger and baggage with reasonably dispatch, but times shown in timetables or elsewhere are not guaranteed and form no part of this contract.
- (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) Schedules are subject to change. Passengers have a right to information on flight times and schedule changes, and the Carrier will make reasonable efforts to inform passengers of flight delays, and schedule changes and, to the extent possible, the reasons for them. Carrier will also undertake to inform passengers of any advancement of departure times.
- (d) It is always recommended that the passenger communicate with the Carrier either by telephone, electronic device or via the Carrier's Web site or refer to airport terminal displays to ascertain the flight's status and departure time.

**16.1 Passenger Expenses Resulting from Delays**

- (a) Passengers will be entitled to reimbursement from the Carrier for reasonable expenses incurred as a result of a delay, subject to the following conditions:
  - i. The Carrier shall not be liable for any damages, costs, losses or expenses occasioned by delays 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 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) receipts or other documents establishing to the reasonable satisfaction of the Carrier that the expenses were incurred; and
  - iii.

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March 12, 2015

April 1, 2015

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- (b) The Carrier may refuse or decline any claim, in whole or in part, if:
- i. 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 16; or
  - ii. 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.

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

## **16.2 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 20 of this tariff;

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- iii. In order to assist the Carrier in commencing tracing of the baggage in question, the passenger is encouraged to report the delayed baggage to the Carrier as soon as reasonably practicable following 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 CAD\$1,800 for each passenger, unless the passenger has declared a higher value and paid the supplementary sum in accordance with Rule 9(a) 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 9(a), the settlement will be for the value of the delayed baggage or CAD\$1,800, whichever is the lesser, and
  - ii. if value is declared per Rule 9(a), the settlement will be for the value of the delayed baggage or the declared sum (per Rule 9(a)) 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 16.2(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 16; 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 17. REFUNDS**

- (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.
- (b) **Involuntary Cancellations** – In the event a flight is :
- i. cancelled (whether prior to or after its commencement);
  - ii. diverted to an unscheduled destination; or
  - iii. otherwise terminated;

with the result that the ticket is partially unused, the Carrier will provide the affected passenger(s) with the remedy or remedies described in Rule 14(1) of this tariff.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

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October 2, 2014

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October 2, 2014

**RULE 18. DENIED BOARDING COMPENSATION****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 14(i) above; and
- (b) denied boarding compensation as set forth in this Rule 18 below.

**Volunteers and Boarding Priorities**

If a flight is oversold (more passengers hold confirmed reservations than there are seats), 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

**Compensation for Involuntary Denied Boarding**

If you are denied boarding involuntarily on an oversold flight, you are entitled to a payment of "denied boarding compensation" from Carrier unless:

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

## DOMESTIC TARIFF

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).

**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) \$200 CAD if the Carrier offers alternate transportation that is planned to arrive at the passenger's destination or first stopover less than two hours after the planned arrival time of the passenger's original flight;
- (b) \$400 CAD if the Carrier offers alternate transportation that is planned to arrive at the airport of the passenger's destination more than two hours and up to six hours after the planned arrival time of the passenger's original flight; and
- (c) \$800 CAD if the Carrier offers alternate transportation that is planned to arrive at the airport of the passenger's destination more than six hours after the planned arrival time of the passenger's original flight.

0 to 2 hour arrival delay	\$200 CAD
2 to 6 hour arrival delay	\$400 CAD
Over 6 hours arrival delay	\$800 CAD

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

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July 14, 2014

**Method of Payment**

Except as provided below, the Carrier must give each passenger who qualifies for denied boarding compensation a payment by cash, 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
- (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.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.



**RULE 19. CURRENCY**

Fares and charges are published in the lawful currency of Canada.

**RULE 20. 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.

<b><u>DESTINATION</u></b>	<b><u>CHECK-IN DEADLINE</u></b>	<b><u>BOARDING GATE DEADLINE</u></b>
Toronto City Airport	20 minutes	15 minutes
Other	30 minutes	20 minutes

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.