



## **Air North, Yukon's Airline**

### **LOCAL DOMESTIC TARIFF**

**RULES, RATES AND CHARGES**

**APPLICABLE**

**TO**

**TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS**

**BETWEEN POINTS IN CANADA**

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**RULE 1**  
**DEFINITIONS AND INTERPRETATION**

**1.1 DEFINITIONS**

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

**“Air Services”** includes a Live and a Ferry Flight

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

**“Air Transportation Regulations”** mean the Regulations Respecting Air Transportation as amended from time to time, and any substitute regulations prescribed in relation to the subject matter herein.

**“Attendant”** means 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.

**"Baggage"** means luggage or such articles, effects or other personal property of a passenger or passengers as are necessary or appropriate for wear, use, comfort or convenience in connection with the flight.

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

**“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”.

**"Carrier"** means Air North, Yukon's Airline, maintaining a head office at 150 Condor Road, Whitehorse, Yukon Y1A 6E6

**"Charterer"** means a person, firm, corporation, association, partnership, or other legal entity who contracts for the transportation of passengers and baggage, or goods and/or property from a specified origin to a specified destination, for a particular itinerary, agreed upon in advance.

**"Destination"** means the point to which the passengers or goods to be transported on a flight are bound.

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**“Event of Force Majeure”** means an event, the cause or causes of which are not attributable to the willful misconduct or gross negligence of the Carrier, including, but not limited to (i) earthquake, flood, hurricane, explosion, fire, storm, epidemic, other acts of God or public enemies, war, national emergency, invasion, insurrection, riots, strikes, picketing, boycott, lockouts or other civil disturbances, (ii) interruption of flying facilities, navigational aids or other services, (iii) any laws, rules, proclamations, regulations, orders, declarations, interruptions or requirements of or interference by any government or governmental agency or official thereof, (iv) inability to procure materials, accessories, government or governmental agency or official thereof, (v) inability to procure materials, accessories, equipment or parts from suppliers, mechanical failure to the aircraft or any part thereof, damage, destruction or loss of use of an aircraft, confiscation, nationalization, seizure, detention, theft or hijacking of an aircraft, or (vi) any other cause or circumstances whether similar or dissimilar, seen or unforeseen, which the Carrier is unable to overcome by the exercise of reasonable diligence and at a reasonable cost.

**“Fare”** or **“Fare class”** means the rate or identifier that applies to the type of fare paid or booking class traveled by the passenger for the purpose of Domestic Service offered by the Carrier.

**"Ferry Flight"** means the movement of an aircraft without payload 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.

**“Infant”** means children under the age of two (2) years, who are carried free of charge by an adult sharing the same seat. Proof of age must be provided, and one adult can travel with no more than one infant in a shared seat.

**“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 Origin and Destination of the flight issued to a passenger upon payment in full of the appropriate rates and charges in respect of that flight.

**"Live Flight"** means the movement of an aircraft with payload from the point of take-off to the first point of landing thereafter (intermediate technical or fuel stops excepted).

**"Origin"** means the point from which a flight commences with payload to be transported.

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**"Passenger"** means a person, other than a member of the air crew who uses the air carrier's domestic service by boarding the air carrier's aircraft pursuant to a valid contract.

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**“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 with a disability”** means a person who has an impairment which gives rise to an activity limitation and/or participation restriction.

**"Self-reliant"** means a person who is independent, self-sufficient and capable of taking care of all physical needs during flight, 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 required by a person with a disability for assistance and certified, in writing, as having been trained to assist a person with a disability by a professional service animal institution.

**“Tariff”** means this tariff of fares, rates, charges and terms and conditions of carriage applicable to the provision of Domestic Services and Charters and ancillary services thereto;

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

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

## 1.2 CURRENCY

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

## 1.3 MILEAGE DETERMINATION

For the purpose of computing rates and charges herein, the mileage to be used, including both live and ferry (if any) mileage, will be the shortest mileage covering the actual airport to airport great circle distance of the agreed to flight or flights.

## 1.4 EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

CTA .....	Canadian Transportation Agency
Cont'd.....	Continued
No.....	Number
\$ .....	Dollar(s)
(R).....	Denotes reductions
(A) .....	Denotes increase
(C).....	Denotes change which results in neither increases or reductions
(X).....	Denotes cancellation
(N).....	Denotes addition
Cad.....	Canadian
N/A .....	Not Applicable

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**RULE 2.  
APPLICATION OF TARIFF**

- a) This tariff is applicable to the transportation of passengers and their baggage or goods using aircraft operated by Air North, Yukon's Airline.
- b) An air service will be furnished under the terms of this tariff only after an appropriate written air transportation contract, in the form prescribed by Air North, Yukon's Airline, is executed by the charterer and the carrier.
- c) Air transportation shall be subject to the rules, rates and charges published or referred to in this tariff in effect, by virtue of the effective date on each page, on the date of signing of the air transportation contract.
- d) The contents of this tariff shall form part of the air transportation contract between the carrier and the charterer and in the event of any conflict between this tariff and the contract this tariff shall prevail.

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**RULE 3.  
CONDITIONS OF CARRIAGE**

**3.1 Carriage of Passengers**

Air North, Yukon's Airline reserves the right to refuse to transport or remove at any point, any person if necessary, for reasons of the health, comfort and safety of that person as well as passengers, Air North's employees, the aircraft and safe operation of the aircraft. Air North will not permit any violation of applicable laws or regulations and will respect any governmental authority of those jurisdictions wherein the aircraft will travel. The following rules apply with respect to the boarding or transportation of passengers by the Carrier:

**A. Passenger Ticket**

- I. No person will be entitled to transportation without a valid reservation and presentation of a valid electronic ticket receipt or photo identification. Such electronic ticket entitles the passenger to transportation only between points of origin and destination and the routing designated thereon.
- II. The bearer of the ticket must present identification in accordance with Transport Canada regulations, prior to boarding the aircraft.
- III. Electronic tickets are transferable, though subject to a name change fee, as defined in Rule 4.2.
- IV. Seat assignments are not guaranteed and are subject to change without notice.

**B. Space and Weight Limitations**

Passengers and baggage or goods will be carried within space and weight limitations of the aircraft. Should this policy result in a passenger being denied boarding on a flight for which such passenger has paid a fare, the following shall apply:

- I. The right to obtain a refund for said flight will be forfeited if the passenger has not checked in at least thirty minutes prior to scheduled departure.
- II. If the passenger is denied boarding after checking in more than 30 minutes prior to scheduled departure, Air North will reprotect them

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on another flight offered by the Carrier at a later time, at no additional cost to the passenger.

### C. Carriage of Persons with Disabilities

I. Air North, Yukon's Airline will make its best effort to accommodate passengers with disabilities including their service animals or other mobility aids on the same flight; however, certain mobility aids, for example, rigid frame wheelchairs or electric wheelchairs, may not be able to be accommodated due to space and/or design limitations of the aircraft.

II. Air North, Yukon's Airline will accept a person's declaration of self-reliance. The carrier will not refuse transportation or impose any special conditions of carriage, except in the following circumstances:

- i. Air North, Yukon's Airline may refuse to provide transportation to any person on the basis of safety.
- ii. Air North, Yukon's Airline may require that an assistant accompany a passenger with a disability as a condition of providing transportation if the passenger is not able to care for all his/her physical needs during the flight and requires special attention beyond that afforded to the general public. However, nothing in this rule shall limit the provision of services, as mandated by *Part VII of the Canadian Transportation Regulations*.

III. The carrier may require an assistant accompany a passenger with a disability, as a condition of carriage, if the carrier determines an assistant is essential for safety in the following circumstances:

- *A passenger has a mobility impairment so severe that they are unable to assist in their own evacuation or don an oxygen mask in the event of a decompression.*
- *A passenger has severe hearing and visual impairments by which they are unable to establish sufficient means of communication with the carrier's personnel, in order to receive, assimilate and respond to safety related instructions.*
- *A passenger is unable to comprehend or respond to safety related instructions, because of a mental disability.*

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- IV. Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows or over wing exit rows.
- V. The number of persons with disabilities on a single flight may be limited, based on passenger safety considerations, aircraft specifications, and airport handling facilities.

D. Acceptance of children

- I. Children under 12 years of age are accepted for transportation when accompanied on the same flight by a passenger at least 12 years of age.
- II. Children aged 5 to 11 years inclusive will be carried unaccompanied on flights providing: the child is brought to the airport by a parent or responsible adult; the child has satisfactory evidence establishing his age on the date of commencement of carriage; the child possesses written information showing the name and address of the responsible adult meeting the child at destination; and prior to releasing custody of an unaccompanied child, the agent will obtain positive identification of the responsible party meeting the child and the signature of the said party.
- III. The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.
- IV. Children under the age of two (2) years are considered infants and can be carried free of charge by an adult sharing the same seat. Proof of age must be provided, and one adult can travel with no more than one infant in a shared seat.

### 3.2 Refusal to Transport

Air North may refuse to transport or may remove at any point, any passenger for/who:

- a) Conduct deemed disorderly, abusive, violent, belligerent, obscene and/or irrational so as to be a hazard or potential hazard to Air North employees or other passengers.
- b) Appear to be intoxicated or significantly impaired by alcohol or drug consumption.
- c) Conduct of a threatening, harassing, or assaulting nature toward passengers, Air North employees or property, including but not limited to the aircraft.
- d) Carry dangerous or deadly weapons on the aircraft, with the exception of on duty escorts or peace officers, who have complied with Air North policy.
- e) Refuse to provide positive proof of identification in accordance with Transport Canada regulations, as well as required travel documents when crossing international boundaries.

The carrier will refuse passage to any person when:

- i. Such action is necessary for reasons of safety.
- ii. Such action is necessary to prevent violation of any applicable law, regulation or order of any country or possession to be flown over.

### 3.3 Carriage of Goods

Air North, Yukon's Airline reserves the right to refuse transportation of any goods 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 any applicable Canadian laws, regulations, or orders. The following rules apply with respect to the carriage of goods:

A. Right to Inspect

All baggage or goods presented for transportation is/are subject to inspection by the carrier.

B. Space and Weight Limitations

The carriage of all goods are subject to the space and weight limitations of the aircraft. If the weight, size or character of baggage or goods renders such baggage or goods unsuitable for carriage on the aircraft, the carrier, prior to departure of the flight, will refuse to carry such baggage or goods or any part thereof.

C. Acceptance of Baggage

**Boeing 737-200**

A maximum of two pieces of checked baggage is permitted per passenger, at no additional charge. Each piece of baggage shall not exceed 23 kilograms (50lbs) or having combined dimensions of length, width and height of 193cm (76"). Baggage in excess of the free allowance will be subject to an excess baggage fee of CAD\$50.00, per piece. Baggage weighing more than 23 kilograms (50lbs) but not over 45 kilograms (100lbs) will be subject to an overweight fee of CAD\$40.00, per piece. Baggage exceeding combined dimensions of 193cm (76") will be subject to an oversized fee of CAD\$40.00. Baggage weighing more than 45 kilograms (100lbs) must be shipped as cargo.

**Hawker Siddeley 748**

A maximum of two pieces of checked baggage is permitted per passenger, at no additional charge. The total baggage weights shall not exceed 20 kilograms (44lbs). Additional baggage and checked baggage weighing between 21 kg (45 lbs) and 45 kg (100 lbs) are subject to excess and overweight baggage charges as per our [current cargo tariff](#). Baggage weighing more than 45 kilograms (100lbs) must be shipped as cargo.

#### D. Dangerous Goods and Live Animals

The carrier may refuse to transport any goods which are or may be dangerous or harmful to the passengers, air crew or the aircraft. The carrier shall refuse transportation of the following types or class of goods, unless prior written consent of the carrier is obtained and satisfactory measures are taken in the packaging of the good:

- i. Firearms of any description. Firearms for sport purposes will be carried as baggage provided the passenger possesses the required permit/licence and, provided that such firearms are disassembled or packed in a suitable case. The provisions of this subparagraph do not apply to Peace Officers' prescribed sidearms or other similar weapons.
- ii. Explosives, munitions, corrosives and articles which easily ignite.
- iii. Pets including, dogs, cats and birds, when properly crated in leakproof containers and accompanied by valid health certificates or other documents where these are required. Such pets and animals may be carried in the cargo compartment of the aeroplane. The carrier will limit the number of pets accepted per flight. The acceptance of animals will not be included as part of the passengers free baggage allowance and will be subject to charges as per our current pet tariffs.

#### E. Mobility Aids

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

- i. Wheelchairs with non-spillable batteries with terminals disconnected and taped.
- ii. Mobility aids such as, manually operated wheelchairs, scooters, walkers, crutches and canes. Passengers may retain walkers, crutches and canes in their custody, provided they are stowed in accordance with safety regulations and may be accommodated. Service regarding the assembly and disassembly of such mobility aids will be provided by the Carrier without charge.

F. Cargo

In addition to the above, the following conditions of carriage apply to the provision of Cargo Services to any person:

- i. "Cargo" and "Cargo Service" do not include, and the Carrier has no obligation to any person, to carry the following classes of goods,
  - A. fragile goods;
  - B. live animals;
  - C. liquids;
  - D. dangerous goods; and
  - E. valuables
- ii. Should the Carrier decide any goods fall within any of the above noted prohibited classes the decision of the Carrier shall be conclusive, final and binding, and may not be challenged by any person.

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**RULE 4  
PASSENGER TICKETS**

**4.1 Payment Terms**

Reservations must be paid for on the date on which the reservation is made, no later than twelve o'clock midnight – Pacific time. Should the passenger wish to cancel or change their booking the same day they make the reservation, all fares, taxes and fees may be put into a credit towards a future flight with Air North, or a full refund back to the credit card.

**4.2 Ticket Restrictions**

The following rules and restrictions apply to Air North, Yukon's Airline economy fares:

**A. Change Fees**

Changes are permitted up to two hours prior to departure for a fee of CAD\$50.00 – Saver Fare and CAD\$25.00 – Optimum Fare, per person, plus GST. Any applicable fare difference and GST, will also apply. Name changes are permitted for a fee of CAD\$50.00 – Saver Fare and CAD\$25.00 – Optimum Fare, per person, plus GST.

**B. Cancellations**

Tickets can be cancelled up to two hours prior to departure for a fee of CAD\$50.00 – Saver Fare and CAD\$25.00 – Optimum Fare, per person, plus GST. Credit files are created for the remainder of the funds, and will expire after one year from date of purchase.

**C. No Show Policy**

Saver Fare: Passengers who do not show up for a flight or cancel within two hours of departure, do not receive a future travel credit or a refund.

Optimum Fare: Passengers who do not show up for a flight or cancel within two hours of departure, are subject to a fee of \$125.00, per person, plus GST and a credit file will be created for the remainder of the funds, and will expire after one year from date of purchase.

**D. Refunds**

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After the day of booking, all fares, taxes, and fees are non-refundable; however, they may be used as credit towards a future flight with Air North, for one year from the date of purchase.

### **4.3 Carrier Cancellation**

Air North, Yukon's Airline reserves the right to change or cancel a planned departure, route, schedule or equipment, at any time, for any reason, without notice to any affected passengers. The Carrier shall provide any affected passengers with a credit toward future travel valid for one year from the cancellation date or a refund, both of which shall not exceed the original fare paid by the passenger in respect of that flight.

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**RULE 5  
CHARTER SERVICE**

**5.1 Charter Service Rates & Charges**

The rates and charges shall be agreed upon by the Charterer and Carrier, and will vary on a case by case basis based on the requirements of the Carrier and the respective Charterers.

**5.2 Payment Terms**

The charter fee shall be paid by the Charterer to the Carrier (or to any person whom the Carrier, directly or indirectly, has paid a commission or has agreed to pay a commission with respect to such Charter) as follows:

- i. A deposit of 10% of the Charter Fee is required to secure the Charter, and shall be paid upon execution of the relevant contract. All charters are subject to aircraft availability and are not guaranteed until the deposit has been received.
- ii. The balance of the Charter Fee is due a minimum of three (3) days prior to departure. Charter service will not be provided unless payment is received in full.

**5.3 Charterer Cancellation, Change and Refund Terms**

Other than a written agreement by both parties, the following terms and conditions will apply to changes, cancellations and refunds:

**A. Cancellations**

If a Charter Service is cancelled within fourteen (14) days of the planned departure, the 10% deposit fee will be non-refundable. If the cancellation occurs within three (3) days of the planned departure, a 25 % cancellation fee will apply.

**B. Changes**

The carrier will make all reasonable efforts to accommodate any changes to the Charter Service contract provided the Charterer shall be liable to the Carrier for any excess charges incurred by the Carrier as a result of such changes. The Carrier shall not be liable for any losses the Charterer may suffer, should the Carrier be unable to accommodate the requested changes.

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## 5.4 Carrier Cancellation, Change and Refund Terms

### A. Substitution of Aircraft

When, due to causes beyond the control of the carrier, the aircraft contracted for is unavailable at the time the air transportation commences or becomes unavailable while carrying out such transportation the carrier may furnish another aircraft of the same type or, with the consent of the party contracting for the use of the aircraft, substitute any other type of aircraft if the rates and charges for the new aircraft are the same as for the original aircraft, except as provided in paragraphs i. and ii.

- i. When the substituted aircraft is capable of a larger payload than the original aircraft contracted, the payload carried in the substituted aircraft will not be greater than the payload which would have been available in the aircraft originally contracted, unless the party contracting for the use of the aircraft agrees to pay the rates and charges applicable to the substituted aircraft.
- ii. When the maximum payload of the substituted aircraft is smaller than the maximum payload of the original aircraft contracted, charges will be based on the rates and charges applicable to the type of substituted aircraft.

### B. Changes and Cancellations

The carrier reserves the right to cancel or change the planned departure, route or schedule, at any time, for any reason, on notice to the Charterer. The liability of the Carrier will be limited by the terms and conditions of the Charter Services Contract.

**RULE 6  
LIMITATION OF LIABILITY**

Subject to the limits of liability contained in this tariff, the carrier will be exempted from liability due to any failure to perform any of its obligations arising from:

- i. Labour disputes or strikes, whether of the carrier's employees or of others upon whom the carrier relies for the fulfilment of the flight agreement, and;
- ii. "Force Majeure", or any other causes not attributable to the willful misconduct of the carrier including accidents to, or failure of aircraft or any part thereof, of any machinery or apparatus used in connection therewith. Refusal of a Government or public body, on what ever grounds, to grant the carrier any clearance, license, right or other permission necessary for the performance of the carrier's operation is deemed to be included in the term "Force Majeure". Provided, always, that in the event of such failure, the carrier will use its best efforts to fulfil its obligations including the provision of alternate means of transport.

**6.1 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 \$100,000, exclusive of legal fees and costs, per passenger, per incident.
- b) In no cases shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.
- c) No action will be initiated or maintained by any passenger or other person on account of the Carrier's Passenger Liability under this tariff, unless the action is commenced within one year of the occurrence of the event giving rise to the claim.

The carrier is not liable

- i. 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

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- ii. In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

## **6.2 Limitation of Liability – Baggage and Goods**

- a) The liability of the carrier in respect of loss, or damage to, baggage (including cargo), whether caused directly or indirectly by the act, neglect or default of the carrier or not, is limited to the sum of \$250.00 per passenger, per incident.
- b) No action shall be maintained for any loss, or partial loss of or damage to baggage or for any delay in the carriage thereof unless notice of a claim is presented in writing to the head office of the carrier within 30 days from the date the baggage should have been delivered.