Air North, Yukon's Airline

Domestic Tariff

Rules, rates and charges applicable to the transportation of passengers and their baggage between points in Canada

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Issued by
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Check Sheet

Rule Number	Revision Number	Effective Date
1	4	31 May 2024
5	6	31 May 2024
7	2	10 September 2019
10	2	10 September 2019
15	2	10 September 2019
20	2	10 September 2019
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30	5	18 April 2022
35	3	27 March 2020
40	12	10 October 2025
45	2	10 September 2019
54	2	10 September 2019
55	16	12 June 2026
60	11	13 May 2025
65	3	18 April 2022
65	13	06 February 2026
71	12	10 October 2025
75	12	10 October 2025
80	3	27 March 2020
85	2	10 September 2019
87	2	31 May 2024
90	5	31 May 2024

95	4	31 May 2024
105	6	1 January 2023
110	2	10 September 2019
115	2	10 September 2019
120	12	10 October 2024
120	16	15 June 2026
125	11	13 May 2025

Note: Rules changed in this version of the Domestic Tariff are highlighted in blue

Part I – General Tariff Information

Explanation of Abbreviations, Reference Marks and Symbols

$ Canadian Dollar(s)

(C) Denotes Change which results in neither increases or decreases

(I) Denotes Increase

(N) Denotes Addition

(R) Denotes Reduction

(X) Denotes Cancellation

APPR Air Passenger Protection Regulations (SOR/2019-150)

ATPDR Accessible Transportation for Persons with Disabilities Regulations

CTA Canadian Transportation Agency

IATA International Air Transport Association

ICAO International Civil Aviation Organization

N/A Not Applicable

Rule 1: Definitions

"Air Passenger Protection Regulations" means the legislation set out in SOR/2019-150.

"Air Transportation Contract" means with respect to domestic transportation, a contract entered into between the Passenger and the Carrier for the provision of a Flight to the Passenger and/or goods in the form of a Reservation and confirming itinerary issued by the Carrier.

"Alternate Transportation" means another Flight (or Flights) on the services of the same carrier or a Flight (or Flights) on the services of another carrier; or a substitute form of travel, including travel via rail, bus or boat.

"ATPDR" means the Accessible Transportation for Persons with Disabilities Regulations.

"Attendant" means a person who travels with a passenger with a disability, is an able-bodied person and does not personally require any assistance from the Carrier or others, and is fully capable of providing for the needs of the passenger with a disability that is not provided by the Carrier.

"Baggage" means any good that is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip and is appropriately packed in a container acceptable to the Carrier. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

"Baggage Identification Tag" means a document issued by the Carrier solely for identification of checked baggage, part of which is given to the passenger as a receipt for the passenger's checked baggage and the remaining part is attached by the Carrier onto a particular piece of the passenger's checked baggage.

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

"Boarding Area" means the point where the passenger's flight coupons are lifted and kept by the carrier or the point where the Carrier examines the passenger's boarding pass prior to the passenger being permitted on the aircraft.

"Boarding Pass" includes either a paper document or an electronic document issued by the Carrier to the passenger and serves as a record that the passenger has checked in for their flight and, when it shows a seat assignment, it permits a passenger to board a particular flight.

"Boarding Cut-Off Time" is the time limit specified by the Carrier by which the passenger must be present at the designated Boarding Area of their flight.

"CTA" means the Canadian Transportation Agency.

"Carrier" means: Air North Charter & Training Ltd., doing business as Air North, Yukon's Airline.

"Checked Baggage" means Baggage of which the Carrier takes custody and for which the Carrier issues a Baggage Identification Tag.

"Check-in Cut-Off Time" is the time limit specified by the Carrier by which the passenger must have completed check-in formalities and received a Boarding Pass.

"Code-share" refers to a marketing arrangement in which two or more carriers i.e. marketing carrier(s) sell seats using their own airline code on a flight that one of them operates (i.e. the Operating Carrier).

"Controllable" means a delay, cancellation or diversion which is considered to be within the control of the Carrier.

"Controllable but required for safety purposes" means a delay, cancellation or diversion which is considered to be within the control of the Carrier but means required by law in order to reduce risk to passenger safety and includes required by safety decisions made within the authority of the pilot of the aircraft or any decision made in accordance with a *safety management system* as defined in subsection 101.01(1) of the *Canadian Aviation Regulations* but does not include scheduled maintenance in compliance with legal requirements.

"Convention" means the Convention for the unification of certain rules relating to international carriage by air, signed at Warsaw, 12 October, 1929, or that convention as amended by the Hague protocol, 1955, or the Montreal Convention signed in Montreal on 28 May, 1999, whichever may be applicable to carriage hereunder.

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

"Denial of boarding" occurs when a passenger is not permitted to occupy a seat on-board a flight because the number of seats that may be occupied on the flight is less than the number of passengers who have checked in by the required time, hold a confirmed reservation and valid travel documentation, and are present at the boarding gate at the required boarding time.

"Destination" means the ultimate stopping place according to the contract of carriage, as shown on the ticket.

"Disability" means any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment—or a functional limitation—whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person's full and equal participation in society.

"Domestic Transportation" means air transportation between points in Canada, from and to the same point in Canada or between Canada and a point outside Canada that is not in the territory of another country.

"Fare" means the rate charged to a passenger in respect of a Flight.

"Fare Type" refers to one of the tiered Fares that set forth the applicable goods and services purchased by the Passenger.

"Fee", **"Charge"** or **"Surcharge"** means the rate charged to a Passenger, distinct from the Fare, and in respect to either transportation services or services ancillary to transportation services. Fees, Charges and Surcharges may be collected by the Carrier on its' own behalf or pursuant to an obligation imposed by a third party.

"Flight" means the movement of an aircraft with passengers and/or goods from the point of take-off at the Origin to a point or points of landing thereafter, inclusive of the point of landing at the Destination.

"Flight Coupon" means that portion of the ticket which is either held electronically in the Carrier's database or on paper when a paper ticket is issued to a passenger. It indicates the particular points between which the passenger is entitled to transportation.

"Force Majeure" means any unforeseeable circumstances beyond the Carrier's control, the consequences of which could not have been avoided even if all due care had been exercised including, but without limitation, meteorological and geological conditions, acts of God, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, unsettled international conditions, shortage of fuel or facilities, or labour disputes, either actual, threatened or reported.

"Government-issued identification" means valid (non-expired) instances of the following:

- One piece of photo identification issued by a Canadian federal, provincial or territorial government with the traveller's full name and date of birth, or
- Two pieces of identification issued by a Canadian federal, provincial or territorial government with the traveller's name where at least one includes full name and date of birth.

For residents of other countries, or those who don't have Canadian identification, any of the travel documents used to enter Canada such as:

- A passport
- NEXUS card
- United States Permanent Resident card
- Enhanced Driver's License
- any document referred to in subsection 50(1) or 52(1) of the *Immigration and Refugee Protection Regulations*.

Up-to-date requirements may be found under 'Documents Needed for Air Travel' on the Public Safety Canada website. Only original, government-provided documentation is accepted. Scans, printouts, temporary prints or other facsimiles will not be accepted.

"Gratuitous Carriage" means air transportation of passengers, goods or animals for no reward.

"Group" means 10 or more passenger travelling together on the same Flight from a common point of Origin to a common Destination.

"Responsible Adult" means an adult over the age of 18 who is travelling with another passenger under the age of 18 for whose care and safety they are responsible.

"Immediate Family" means spouse, parents and grandparents, children and grandchildren, brothers and sisters, mother-in-law and father-in-law, brothers in law and sisters in law, daughters in law and sons in law. Adopted and step members are also included in immediate family.

"Infant" means a passenger under the age of 2 years.

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

"Interline Agreement" refers to an agreement between two or more carriers to co-ordinate the transportation of passengers and their Baggage from the Flight of one air carrier to the Flight of another air carrier (through to the next point of stopover).

"Interline Itinerary" means all Flights reflected on a single Ticket involving multiple air carriers. Only travel on a single Ticket is subject to the CTA's approach provided the Origin or the ultimate Ticketed Destination is a point in Canada.

"Involuntary Refunds" means a refund of an unused ticket or portion thereof or an unused miscellaneous charges order required in accordance with this tariff.

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

"Minor" means a passenger under the age of 18 years on the date that travel commences.

"Mobility aid" means any manual or electric wheelchair, scooter, boarding chair, walker, cane, crutch, prosthesis or other aid that is specially designed to assist a person with a disability with a need related to mobility.

"Non-Public Fares" means a fare provided under any internal benefit program (e.g. employee travel, employee business travel).

"Non-Self-reliant" means a person who is incapable of self-care during flight.

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

"Origin" means the initial starting place of the journey as shown on the Ticket.

"Overbooking/Oversold" is the result of selling more seats than the available number of seats on a Flight.

"Passenger" or **"passenger"** means any person, except members of the crew, carried or to be carried in an aircraft with the consent of the carrier pursuant to a valid contract of carriage. All reference to passenger in this tariff only pertains to those who have purchased a fare that is for sale to the general public on the carrier's operated flights.

"Person with a Disability" means a person with any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment— or a functional limitation— whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person's full and equal participation in society.

"Personal information" means information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization.

"Required for safety purposes" means required by law in order to reduce risk to passenger safety and includes required by safety decisions made within the authority of the pilot of the aircraft or any decision made in accordance with a safety management system as defined in subsection 101.01(1) of the Canadian Aviation Regulations but does not include scheduled maintenance in compliance with legal requirements.

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

"Reservations Call Centre" means the call centre office used by the Carrier to handle telephone calls, emails or social media messages from the public.

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

"Schedule Irregularities" means the following:

- Delays in the scheduled departure or arrival of the Carrier's Flight;
- Cancellation of Flight, or omission of a scheduled stop, or;

- Schedule changes which require rerouting of a passenger at departure time of the passenger's original Flight.

"Self-reliant" means that a person does not require services related to a disability beyond that normally provided by the Carrier, or beyond that which applicable rules or regulations require the Carrier to provide.

"Service Animal" see "Service dog."

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

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

"Situations outside the carrier's control" include, but are not limited to the following:

- war or political instability;
- illegal acts or sabotage;
- meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;
- instructions from air traffic control;
- a NOTAM, (Notice to Airmen) as defined in subsection 101.01(1) of the *Canadian Aviation Regulations*;
- a security threat;
- airport operation issues;
- a medical emergency;
- a collision with wildlife;
- a labour disruption within the carrier or within an essential service provider such as an airport or an air navigation service provider;
- a manufacturing defect in an aircraft that reduces the safety of passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority; and
- an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

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

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

"Special drawing rights" or **"SDR"** refer to an international type of monetary reserve currency created by the International Monetary Fund (IMF) in 1969. It operates as a supplement to existing money reserves of member countries. Its value is adjusted every five years (or earlier if warranted) by the IMF.

"Support person" means a person who is needed by a person with a disability, because of the nature of their disability, after departure and before arrival for assistance with eating meals, taking medication, using the washroom, transferring to and from a passenger seat, orientation and communication; or for physical assistance in an emergency, including in the case of an evacuation or decompression.

"Stopover" is a deliberate interruption of a journey initiated by the passenger and agreed to in advance by the Carrier at a point between the place of departure and the place of destination. The deliberate interruption must be for a purpose other than changing aircraft.

"Tariff" means this Tariff - a schedule of fares, rates, charges or terms and conditions of carriage applicable to the provision of an air service and other incidental services.

"Tarmac delay" occurs when a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed.

"Ticket" means either a paper or electronic document issued by or on behalf of the Carrier which includes the passenger's flight coupons. The ticket serves as evidence of payment of air fare and constitutes for the passenger proof of their contract of carriage. It also has detailed information to ensure proper processing and handling. In instances where a ticket exists as an electronic document, the Carrier issues to the passenger, as proof of purchase, an itinerary/receipt.

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

"Travel Credit" means credits provided by the Carrier to the passenger resulting from non-refundable Ticket changes, cancellations, or for other service reasons. Travel Credits are non-refundable deposits that can be used for a future Flight.

"Ultimate destination" is the ultimate stopping place according to the tariff/contract of carriage as shown on the ticket/itinerary. In round trip itineraries, the ultimate destination and the origin are the same.

"Unchecked Baggage" means any baggage (carry-on) accompanying the passenger other than checked baggage.

"Uncontrollable", when used in reference to an irregular operation, are those delays and cancellations that are considered to be outside of the control of the Carrier. These include but are not limited to: weather, airport facilities, security, medical diversions or unruly passengers and those specified in the APPR Section 10.

"Voluntary Refunds" means a refund of an unused or partially used Ticket for reasons other than those mentioned under the definition of an involuntary refund.

"Voucher" means a monetary credit provided either in paper or electronic format to a passenger that may be used toward future travel services or the provision of incidental services such as meals, ground transportation, and hotel accommodation.

Rule 5: Application of Tariff

(A) General

1. This Tariff is applicable to the Domestic Transportation of passengers and their accompanying baggage using aircraft operated by the Carrier.
2. The Carrier may enter into code-share agreements with other air carriers whereby it will market, as its own, flights operated by those other carriers. In such cases, this tariff is applicable to the transportation of passengers and their baggage on all flights operated by other carriers yet marketed and sold as the Carrier.
3. Air transportation will be subject to the rules, rates, fares and charges published or referred to in this Tariff in effect on the date on which the Ticket is issued.
4. Unless the fare rule governing a specific fare basis code applicable to the transportation purchased by the Passenger states otherwise, the general rules contained in this tariff will apply.
5. The content of this tariff constitutes the contract between the Carrier and the passenger. Should there be a conflict between this tariff and any other document issued or posted by the Carrier, this tariff will prevail.
6. With the exception of Officers and Directors of the Carrier, no agent, employee or representative of the Carrier has the authority to alter, modify or waive any provisions of this tariff.
7. The Carrier's rules, regulations and conditions of carriage as found in this Tariff are subject to change without notice.
8. The Carrier will be responsible for the furnishing of transportation only over its own services, including those services offered via code-share arrangements where the flight is operated by another carrier. However, when the Carrier issues a ticket, baggage check, or makes any other arrangements for transportation over the services of any other carrier (whether or not such transportation is part of a through service), the Carrier acts only as agent for such other carrier and the tariff of that other carrier will apply. Air North will assume no responsibility for the acts or omissions of such other carrier.
9. All dollar amounts shown herein are exclusive of applicable tax(es).

(B) Gratuitous Carriage and Non-Public Fares

1. Except for the provisions of the Convention, the Carrier reserves the right to exclude the application of all or any part of this tariff with respect to Gratuitous Carriage and Non-Public Fares. Compensation entitlements under the APPR (including but not limited to the compensation entitlements listed under RULE 90) shall not apply to Gratuitous Carriage and Non-Public Fares. This tariff does not apply to gratuitous carriage or any carriage that is sold under a separate contract, unless otherwise indicated in such a contract."

(C) Air Passenger Protection Regulations ("APPR")

1. The obligations of the carrier under APPR form part of this tariff and supersede any incompatible or inconsistent term and condition of carriage set out in the tariff to the extent of such inconsistency or incompatibility, but do not relieve the carrier from applying terms and conditions of carriage of this tariff that are more favourable to the passenger than the obligations set out in the APPR.
2. For the purposes of APPR, Air North is considered a small carrier.

(D) Accessible Transportation for Persons with Disabilities Regulations ("ATPDR")

1. The obligations of the carrier under ATPDR form part of this tariff and supersede any incompatible or inconsistent term and condition of carriage set out in the tariff to the extent of such inconsistency or incompatibility, but do not relieve the carrier from applying terms and conditions of carriage of this tariff that are more favourable to the passenger than the obligations set out in the ATPDR.
2. For the purposes of ATPDR, Air North is considered a small carrier.

(E) Passenger Recourse

Compensation for passengers is outlined in this Tariff or governed by applicable government regulations.

In the event of a dispute with the Carrier, passengers should first attempt resolution directly with the Carrier. Claim procedures are detailed in this Tariff, with the Carrier required to respond with its decision in no more than 30 days after the day the claim is received.

If the passenger remains dissatisfied after the Carrier's decision, they may escalate the matter to the Canadian Transportation Agency, except in cases of injury or death, or to a Canadian civic court.

(F) Carrier Requirements and Recourse

Notwithstanding anything to the contrary herein contained, the Carrier reserves the right to refuse to board or transport and to remove from an aircraft at any time, any person or good 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 flight 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.

The Carrier may, in its reasonable discretion, impose sanctions described in the Tariff, including the imposition of conditions in respect to future travel or the imposition of a temporary, indefinite, or permanent travel ban on a Passenger.

(G) Air Transportation Contract

No passenger shall be entitled to board an aircraft of the Carrier except on presentation of a valid Boarding Pass issued pursuant to an Air Transportation Contract, which, subject to the provisions of this Tariff, shall entitle the passenger to transportation only between the points of Origin and Destination specified therein, and in connection therewith:

A. Reservations for which Fares have been paid and an itinerary issued, shall be binding upon the passenger and the Carrier; but will not be valid for boarding or transportation purposes until the passenger has secured a Boarding Pass;

B. Reservations, itineraries, and Boarding Passes are non-transferable;

C. A Boarding Pass shall only be effective for the flight to which such Boarding Pass relates; and

D. Seat assignments are not guaranteed and are subject to change without notice.

(H) Erroneous Fares

1. Air North reserves the right to cancel reservations and/or tickets issued with an erroneously quoted fare.
2. An erroneously quoted fare is one which the Carrier has, in good faith, mistakenly published and which is clearly erroneous when compared to fares usually published in the relevant routing.
3. Air North reserves the right to void the purchased ticket and refund the amount paid by the customer or, if customer agrees to forego the refund, offer the customer the ticket at a published fare that should have been available at time of booking.
4. Air North will use reasonable efforts to notify the customer:
   - Within 72 hours after the Carrier becomes aware of the publishing of an erroneous fare, that all or any portion of their ticketed itinerary has been cancelled; or
   - At least 24 hours prior to the customer's scheduled departure from the point of origin issued on the ticket, that all or any portion of their ticketed itinerary has been, if the ticket was purchased less than 72 hours before their scheduled departure from the point of origin.

(I) Unscheduled Diversions

On occasion, because of foreseeable or unforeseen circumstances (including, but not limited to weather, equipment, emergencies or airport issues), flights may not land at the airport of intended destination and may divert to a suitable alternate airport. Should this occur in a jurisdiction other than Canada, passengers are advised that they may be subject to the laws and regulations of that jurisdiction and that the Carrier neither assumes or accepts liability or responsibility to civil or criminal passenger outcomes.

(J) Route Network

Air North operates a scheduled route network which includes the following airports:

- Calgary
- Dawson City
- Edmonton
- Inuvik
- Kelowna
- Old Crow
- Ottawa
- Toronto
- Vancouver
- Victoria
- Whitehorse
- Yellowknife

Current routes available at flyairnorth.com/destinations.

Rule 7: Personal Information

(A) Use of personal information

The passenger recognizes that personal information must be provided for purposes of making a flight booking for carriage obtaining ancillary services, and to be contacted in relation to the flight booking, if necessary. The passenger also recognizes that this information must be made available to government agencies when needed. For these purposes, the passenger authorizes the Carrier to retain such data and to transmit it to third parties as needed, in whatever country they may be located, subject to the Carrier's privacy policy. The Carrier's privacy policy may be found on the Carrier's website.

Part II – Before Departure

Rule 10: Application of Fares and Charges

(A) General

Applicable fares are those published by or on behalf of the Carrier.

Fares and charges will apply only to air transportation between the points named on the ticket. Ground transfer services will be arranged by the Passenger and at the Passenger's own expense and are not subject to the terms of this tariff.

(B) Fares in Effect

1. Subject to government requirements and this tariff:

a. The applicable fare is the fare in effect on the date which the ticket is issued.

b. No increase in fares and charges will be collected in the event that an increase in fares and charges occurs, provided:

i. The ticket is issued with confirmed reservations at fares and charges applicable on the date of ticket issuance for the date of commencement of travel; and,

ii. The confirmed ticketed reservations are not changed at the passenger's request. Should the passenger request a change to the ticketed reservations then the passenger will be obliged to pay the difference in the fares or be subject to the more restrictive conditions imposed as a result of the change; and

iii. Sale occurs and the ticket is issued in Canada.

c. If, after a ticket has been issued, a decrease in fares and charges applicable to the transportation covered by the ticket becomes effective, no refund in whole or in part of the original fare will be permitted.

(C) Routing

1. Unless otherwise provided in the Carrier's tariff, fares apply only to their associated routing. If there is more than one routing associated with a fare, the passenger, prior to their ticket being issued, may specify the routing they prefer. If no routing is specified, the Carrier may determine the routing.

Rule 15: Taxes, Charges and Fees

(A) General

1. Any tax or charge imposed by government or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and will be payable by the passenger, except as otherwise provided in the Carrier's tariff.
2. Taxes imposed by governments are payable by the passenger and are in addition to the published or constructed fare.
3. At the time of the ticket purchase, the passenger will be advised by the Carrier of all the taxes appearing on the ticket.
4. Taxes will be shown separately on the ticket.
5. The conditions under which taxes are imposed, collected or refunded are established by the taxing authority (domestic or foreign) and in all cases will be respected. As a result, the Carrier will either collect new or higher amounts or refund all or a portion of the tax paid based on the conditions imposed by the taxing authority.

Rule 20: Methods of Payment

(A) General

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

1. Cash in currencies acceptable to the Carrier.
2. Credit card: American Express®, MasterCard®, VISA®.
3. Bank debit card: Interac®, VISA debit (only where facilities permit).
4. Valid Carrier issued credit: Gift certificates (offline only), Travel credit.

Rule 25: Currency of Payment

(A) General

1. All fares and charges are stated in Canadian dollars for travel commencing in Canada. Based on the location of fee payment, conversion to Canadian dollars or to the local currency may occur.

Rule 30: Fare Classes

Air North is all Economy class with two fare options for passengers, differentiated based upon the following:

	GoYukon	Optimum
Standard food and beverages	Included	Included
Complimentary premium beverage	Not included	Not included
Advance standard seat selection*	Up to $50	Included
Advance premium seat selection*	Up to $50	Up to $50
Advance boarding	Not available	Not included

* Plus fare difference and applicable fees and taxes.

** Base fare for all classes and routes available by contacting Air North Reservations.

Rule 35: Capacity Limitations

(A) General

1. A reservation for space on a given flight is valid only when the availability and allocation of that space is confirmed by the Carrier and the passenger has paid the appropriate fare and a ticket has been issued for that space.
2. On any given flight, the Carrier may limit the number of passengers carried at any given fare. All fares will not necessarily be available on all flights. The number of seats which the Carrier shall make available on a given flight will be determined by the Carrier's best judgment as to the anticipated total number of passengers on each flight.

Rule 40: Reservations and Check-In

Note: In the case of code-share, the rules applicable to a passenger's transportation, and that of their baggage, are those of the Carrier identified on the passenger's ticket and not of the Operating Carrier.

When Fares are combined, the most restrictive class of service determines which Fare rules apply.

(A) General

1. A reservation for space on a given flight is valid when the availability and allocation of the space is entered into the Carrier's reservation system and a confirmation number/code is obtained which authenticates the reservation.
2. The Carrier will only issue a ticket against a valid reservation. Subject to payment or other satisfactory arrangement and passenger compliance with the check-in time limits set out in Rule 40(F), a ticket will be issued to the passenger by the Carrier or agent of the Carrier indicating that the passenger is holding confirmed space for the flight(s) shown on the ticket. The ticket will only apply between the points named on the ticket and the flight coupons that are presented.
3. **Carriage of Minors**
   1. **Infants** – An Infant not occupying a seat and accompanied by a passenger at least 16 years of age (lap held infant) will not be charged a Fare, however they will be charged any per passenger third party charges and taxes like airport improvement fees. Proper documentation is required for travel and proof of age. Infants must be 7 days old or have a "fit to travel" note from a physician or medical professional.
   2. **Accompanied Children-** Children (**age 2-4**) are accepted for transportation when accompanied on the same flight by a passenger at least 16 years of age.
   3. **Accompanied Children** - Children (**age 5–11**) are accepted for transportation when accompanied on the same flight by a passenger at least 12 years of age.
   4. **Unaccompanied Minors** – see Rule 65.
4. **Group Bookings**
   1. To qualify for a group Fare, 10 or more passengers must travel together on one Flight and be booked at the same time.
   2. The Carrier requires a deposit of up to $250 plus applicable taxes per passenger at the time of booking. This deposit is non-refundable and non- creditable in the event of a full cancellation; however, the deposit is applicable to final payment.
   3. Payment in full is required for all group bookings 30 days before departure.
      - Names of all individual passengers in the group must be provided no later than seven days prior to the departure from origin.
      - Name changes made within 24 hours before departure may be assessed for an applicable change fee per name changed.
      - The Carrier will complete a full refund to the original form of payment if the Reservation is canceled within 24 hours of the date of purchase for bookings and where the departure date is more than seven days in the future.
      - For full group booking rules, contact the Carrier's groups department.

5. Escorted Transport

Escorted transport must be arranged with the Carrier at a minimum of 48-hours in advance of the date and time of travel due to restrictions in the number that may be carried, as well as to allow for any necessary arrangements. Failure to notify the Carrier in advance will result in refusal of travel. Additional requirements will be provided by the Carrier at the time of booking.

(B) Seat Assignment

1. The Carrier does not guarantee the assignment of any particular space on the aircraft.

2. **Advance Seat Selection**

   The passenger may pre-select a seat when booking a fare or after the ticket has been issued up to two hours prior to scheduled departure. However, a fee may be assessed if it is a condition of the fare purchased, with the following exception: a Person with a Disability who requires a seat to meet a disability-related need shall not be charged a seat selection fee. The advance seat selection fee will be charged per passenger and per each way of travel and will be applied as follows:

   a. Applicable Fees for travel within Canada up to $50 plus applicable taxes; and

   b. Seat selection fees are non-refundable unless the Carrier must move the passenger from their pre- paid, pre-selected seat due to an involuntary schedule or airport change or due to safety or operational reasons.

   c. Passengers must be 16 years of age and older to occupy a seat in the emergency exit row.

3. Some seats will be unavailable due to operational requirements and at the sole discretion of the Carrier.

4. Advance seat selection may not be available through some Reservations channels and on select routes.

5. Advance seat selection is not guaranteed and may be subject to change based on operational requirements.

6. A Passenger with a Disability requiring specific seating may request a seat by contacting Air North's Reservations Call Centre.

   The seat fee for the Passenger with a Disability, and their attendant if required, will be waived. (fees & taxes are applicable).

7. **Children under 14 years of age**

   If a passenger wishes to pre-select particular seats for themselves and a child, or change the seats assigned to them by the carrier, the carrier will charge the applicable fee for each seat, as set out in this tariff:

   a. In order to facilitate the assignment of a seat to a child who is under the age of 14 years in close proximity to a parent, responsible adult or tutor in accordance with Rule 40(b)7(b), the carrier will, at no additional charge:

      i. assign a seat before check-in to the child that is in close proximity to their parent, responsible adult or tutor; or

      ii. Will:

         - advise passengers before check-in that the carrier will facilitate seat assignment of children in close proximity to a parent, responsible adult or tutor at no additional charge at the time of check-in or at the boarding gate,
         - assign seats at the time of check-in, if possible,
         - if it is not possible to assign seats at the time of check-in, ask for volunteers to change seats at the time of boarding, and
         - if it is not possible to assign seats at the time of check-in and no passenger has volunteered to change seats at the time of boarding, ask again for volunteers to change seats before take-off.

   b. The carrier will facilitate the assignment of a seat to a child who is under the age of 14 years by offering, at no additional charge,

      i. in the case of a child who is four years of age or younger, a seat that is adjacent to their parent, responsible adult or tutor's seat;

      ii. in the case of a child who is 5 to 11 years of age, a seat that is in the same row as their parent, responsible adult or tutor's seat, and that is separated from that parent, responsible adult or tutor's seat by no more than one seat; and

      iii. in the case of a child who is 12 or 13 years of age, a seat that is in a row that is separated from the row of their parent, responsible adult or tutor's seat by no more than one row.

   c. If a passenger is assigned a seat in accordance with Rule 40(b)7(b) that is in a lower class of service than their ticket provides, the carrier must reimburse the price difference between the classes of service, but if the passenger chooses a seat that is in a

higher class of service than their ticket provides, the carrier may request supplementary payment representing the price difference between the classes of service.

d. If the Carrier has followed all the steps and is still unable to arrange seats within the required distance of each other, the Carrier will talk to the affected passengers about their options. The passenger options are:

i. may choose to sit farther apart, or

ii. decide not take the flight at all.

If the passengers choose not to take the flight, the Carrier will provide other reasonable alternatives including: booking the passenger(s) appropriate seats on another flight at no extra charge, or cancelling their flight and providing a refund.

The Carrier will not force another passenger to change seats or leave the flight in order to seat a child and accompanying passenger together.

Despite reasonable efforts by the Carrier, if an adult and a child under 14 cannot be seated in close proximity, and the passenger and child wish to continue their journey without said accommodation, a flight attendant will provide the child under 14 with an Unaccompanied Minor briefing.

8. Changes and cancellations to an advance seat selection

Where a passenger has made an advance seat selection and has paid the applicable fee, and there are changes or cancellations made to a Reservation:

a. Changes to a seat selection on a Reservation will not incur a change fee.

b. The addition of a seat selection on a Reservation will not incur a change fee.

c. The Carrier reserves the right to cancel or change the selected seat(s) on any segment(s) for which fees have been paid, at any time, for any reason, without notice to any Passengers affected thereby. Seat Selection fees paid shall be reimbursed in case of involuntary seat change.

(C) Cancellation and Changes of Reservations

By the Passenger

1. A passenger may cancel or change a reservation up to two hours before the scheduled departure time of the flight, subject to applicable fee as outlined in the following chart:

	GoYukon	Optimum
Flight change	$80*	$25*
Cancellation fee	$80**	$25**
Refundability	Non-refundable 24 hours after booking for GoYukon & Optimum	
No show fee	Forfeit of full value of ticket	

* Plus fare difference and applicable fees and taxes.

** Plus applicable tax.

2. Passengers changing a reservation:

1. to a higher fare product or flight shall, in addition to the change fee, pay the difference in fare.
2. to a lower fare product or flight, the applicable change fee will apply, and any remaining difference:
   - If booked directly through the Carrier shall be placed in a Travel Credit Account or refunded according to the Fare Type purchased. Travel credits are valid for one year from the original date of purchase. Future rebooking's do not extend the one-year expiry.
   - If booked with a third party, the funds may be forfeited subject to that third party's terms and conditions.

3. Passengers cancelling a reservation:

1. will receive a refund to the original form of payment for cancellations made within 24 hours of the original date of purchase.
2. will be charged a fee as per the chart under Rule 40 (C) 1 and the unused ticket amount will be held in the Travel Credit Account for cancelations made after 24 hours of booking. Travel Credits are valid for one year from the original date of purchase. Future rebooking's do not extend the one-year expiry.

By the Carrier

4. The Carrier will cancel reservations of any passenger:

a. to comply with any government regulations; or,

b. to comply with any government request for emergency transportation; or,

c. due to an Uncontrollable irregular operation, including but not limited to, events of Force Majeure, in accordance with Rule 90: Schedule Irregularities, or

d. when the Passenger has failed to meet check-in requirements.

Same-day changes at airport

5. Subject to availability, Passengers wishing to change to an earlier Flight to the same Destination on the same day of travel must make their request at the Origin airport on the same day of travel. The following change fees shall apply:

Fare class	Fee
GoYukon	$80 + applicable tax
Optimum	$0 + applicable tax

6. Same-day standby

Eligible customers can stand by for an earlier flight on the day of departure and must make the request at the origin airport on the same day of travel. Same-day airport standby is subject to availability and is *not* available if you've already checked your bags.

(D) Passenger's Responsibility

The Passenger must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance and the departure process while meeting the time limits detailed in Rule 40(F). Flights will not be delayed for passengers who have not completed any of these pre-boarding requirements. This will be considered a no show by the Carrier.

The Carrier will not be liable for loss or expense due to the passenger's failure to comply with this provision. Any amounts paid for the Ticket, including Fare, Fee, Charge, Surcharge, and Tax paid by a passenger or passengers are forfeited in the event the passenger(s) fail(s) to show up for a Flight.

Note: See Rule 105(A)3 for information about Proof of Identity.

(E) Failure to Occupy Seat

If the passenger does not occupy space which has been reserved by/for the passenger and the Carrier is not notified of the cancellation of such reservation up to and until the scheduled departure of that particular flight, the Carrier may cancel all continuing or return reservations held by the passenger and will not be liable for doing so other than to refund the passenger's ticket in accordance with the applicable fare rule and Rule 125(C), Voluntary Refunds.

(F) Check-in Time Limits

	Recommended check-in time*	Check-in/baggage- drop-off cut-off*	Boarding gate cut-off*
Flights with security screening	90 minutes	45 minutes	15 minutes
Flights without security screening	60 minutes	30 minutes	15 minutes

* Prior to scheduled departure time.

** Passengers uncertain about whether their flight will receive security screening are directed to follow the times required for flights with security screening.

Note: It is recommended that the Passenger provide the Carrier with a point of contact (email address and telephone number) in case the Carrier must communicate with the Passenger prior to the Passenger's departure or at any point during the Passenger's itinerary. An email address is required from the passenger to receive direct electronic communications during a delay, cancellation or denied boarding event as required by the APPR. The Carrier shall make a reasonable effort to inform its Passengers of any delays, cancellations or schedule changes.

1. Checked Baggage is accepted until the Check-in Cut- Off Time for the Flight.
2. Passengers travelling with a pet should check in 30 minutes before the recommended check-in times. If you check in less than 90 minutes before your flight's departure, your pet may be subject to denial of boarding.
3. Passengers travelling with oversized or overweight baggage should check in 30 minutes before the recommended Check-in Time listed above. If you check in less than 90 minutes before your flight's departure, your baggage may be subject to denial of boarding.
4. It is recommended that Passengers be at the departure boarding area at least 30 minutes before the scheduled time of departure.
5. The check-in counter may not be open until two hours before departure at some locations. A list of locations and their check-in times is available on the Carrier's website.
6. If the Passenger fails to meet the time limits specified in the above chart, the Carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision.

Note: In the case of code-share, passengers are advised that the reservations rules applicable to their transportation are those of the Carrier identified on your ticket and not of the Operating Carrier.

Rule 45: Stopovers

(A) General

Stopovers will be permitted under the following conditions:

1. Stopovers must be arranged with the Carrier in advance and specified on the ticket.
2. Specific fare rules may not permit stopovers or limit the number of stopovers allowed or there may be an additional charge for stopovers based on the fare purchased by the passenger. Refer to the rule applicable to the fare in question for further information.
3. If a portion of a journey is travelled by surface transportation, a stopover will be deemed to have taken place for such transportation.
4. A deliberate interruption of a journey for more than four hours will constitute a stopover.

Rule 54: Interline Baggage Acceptance

(A) Applicability

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

It establishes how the Carrier will determine which carrier's baggage rules apply to any passenger's entire interline itinerary.

(B) General

For the purposes of interline baggage acceptance:

i. the carrier whose designator code is identified on the first segment of the passenger's interline ticket will be known as the selecting carrier.

ii. any carrier who is identified as providing interline transportation to the passenger by virtue of the passenger's ticket will be known as a participating carrier.

(C) Baggage Rule Determination by Selecting Carrier

Checked baggage

The Carrier will apply the Most Significant Carrier rules, as determined by IATA Resolution 302 and conditioned by the Canadian Transportation Agency, in order for that carrier's baggage rules, as established in its tariff, to apply to the entire interline itinerary.

The carrier identified by this means will be known as the selected carrier.

Carry-on baggage

Each Operating Carrier's carry-on baggage allowances will apply to each flight segment in an interline itinerary.
Notwithstanding, the carry-on baggage charges that will apply to the entire interline itinerary will be those of the selected carrier.

Passenger's special status

The baggage rules set out in the selected carrier's tariff at the beginning of a passenger's itinerary will determine what entitlements the passenger is eligible for.

Stopovers

The baggage rules set out in the selected carrier's tariff at the beginning of a passenger's itinerary will determine whether a passenger's baggage allowance and charges may be applied at each checked point or whether it is the Carrier's policy to apply the charges only one time in each direction.

Embargoes

Embargoes applicable to any Operating Carrier participating in an interline itinerary will be taken into account when determining the baggage allowances and charges that apply to the passenger's travel.

Transportation of special items

Likewise, there may be certain circumstances which prevent or in some manner adversely affect the transport of baggage on an itinerary e.g. oversized or overweight baggage, such as, surfboards or pets, bicycles, etc. In these cases, any participating carrier in a passenger's interline itinerary may apply these restrictions to the passenger's travel. Dangerous goods, Firearms or pets travelling as checked baggage cannot be transferred between the airlines.

(D) Baggage Rule Application by Participating Carrier

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

(E) Disclosure of Baggage Rules

Summary Page at the end of an Online Purchase and E- Ticket Disclosure

1. Baggage rules provisions related to a passenger's first and second checked bag and the passenger's carry-on baggage will be set out in the E-Ticket the Carrier issues to the passenger upon purchase of a Flight. The E-Ticket will contain baggage information relevant to the passenger itinerary as set out in Rule 54(E)2. The disclosed information will reflect the baggage rules of the selected carrier

2. The Carrier will disclose the following information:

   a. name of the Carrier whose baggage rules apply;

   b. passenger's free baggage allowance and/or applicable fees;

   c. size and weight limits of the bags, if applicable;

   d. terms or conditions that would alter or impact a passenger's standard baggage allowances and charges (e.g. frequent flyer status, early check-in, pre-purchasing baggage allowances with a particular credit card);

   e. existence of any embargoes that may be applicable to the passenger's itinerary; and,

   f. application of baggage allowances and charges (i.e., whether they are applied once per direction or if they are applicable at each stopover point).

3. The Carrier will provide this information in text format on the passenger's e-ticket confirmation. Any fee information provided for carry-on bags and the first and second checked bag will be expressed as specific charges (i.e., not a range).

Website Disclosure

The Carrier discloses on its website a complete and comprehensive summary of all of the Carrier's own Baggage Rules, including information concerning:

A. The maximum weight and dimensions of Passenger Baggage, if applicable, both checked and unchecked;

B. The number of checked and unchecked Passenger Baggage that can be transported and the applicable charges;

C. Excess and oversized Baggage charges;

D. Charges related to check in, collection and delivery of checked Baggage;

E. Acceptance and charges related to special items, e.g. snowboards, skis, pets, bicycles, etc.;

F. Baggage provisions related to prohibited or unacceptable items, including embargoes;

G. Terms or conditions that would alter or impact the Baggage allowances and charges applicable to passengers (e.g. frequent flyer status, early check in, pre-purchasing baggage allowances with a particular credit card); and,

H. Other rules governing treatment of Baggage at stopover points, including passengers subject to special baggage allowances or charges, etc.

Rule 55: Baggage Acceptance

(A) Applicability

This rule applies to transportation of baggage and interline transportation of baggage where the Carrier is selected to apply its own baggage rules to an entire interline itinerary. The Carrier will only transport goods to the Destination of the Flight. All Checked Baggage must have a Baggage Identification Tag. All Unchecked Baggage should have a tag with the Passenger's name, address and telephone number.

A particular piece of Baggage, Checked or Unchecked, will not be considered to be the property of more than one person. Unchecked Baggage, including personal items, will be considered to be property of the Passenger who is in possession of the Baggage at the time of embarkation.

(B) General Conditions of Acceptance of Checked and Unchecked Baggage

The Carrier reserves the right to refuse to board or transport any goods which, in the Carrier's sole discretion, are not appropriately packaged for Flight or which are otherwise unsuitable for Flight for any reason, including the weight, size or character of the good or to otherwise prohibit the use of such good on the aircraft.

The Carrier does not provide a means of insuring baggage in excess of the liability limit specified in Rule 120(B)4.c. Passengers tendering baggage with a value in excess of this do so at their own risk. If the passenger accepts this liability, the Carrier recommends obtaining supplemental insurance.

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

1. Checked Baggage

a. Once the Carrier takes possession of the passenger's checked baggage, the Carrier will issue a Baggage Identification Tag for each piece of checked baggage. A portion of this tag will be provided to the passenger and each bag will be affixed with the corresponding remaining portion of the tag.

- Checked baggage will be carried on the same aircraft as the passenger unless the baggage is delayed or the Carrier decides that it is impractical to carry the baggage on the same aircraft. In case of delay, the Carrier will take necessary steps to inform the passenger on the status of the baggage and arrange to deliver the baggage to the passenger as soon as possible unless applicable laws require the presence of the passenger for customs clearance.
- For infants who are travelling lap-held (without their own seat), we allow two pieces of infant equipment that can be checked with no additional cost. This can include a car seat/ infant restraint system, a stroller, or a play pen. Lap-held infants are not entitled to the checked and carryon baggage allowance, but you are able to bring a diaper bag that can be packed with items your infant will need at the airport and in flight. The diaper bag cannot exceed the size limit of a carryon. Infant equipment can be checked at the gate or at check-in. Size and weight limits need to be adhered to for all checked and carryon items.
- The carriage of all goods is subject to the space and weight limitations of the aircraft and the Carrier's per Passenger Unchecked policy and Checked Baggage policy under the provisions of the Carrier's Operations and Procedures Manual.
- Items not accepted as baggage may be accepted as cargo. In this instance, standard cargo rates will apply.

Checked baggage allowances and fees:

	Checked Baggage Allowances	
	Boeing 737	**ATR 42**
Typically applies to flights between*	Calgary Dawson City Edmonton Kelowna Victoria Ottawa Toronto Vancouver Whitehorse Yellowknife	Dawson City Inuvik Old Crow Vancouver Whitehorse
Included with fare **Standard piece count, weight and dimension limits.**		
Dimensions per piece**	Length + width + height to maximum of 157cm	
Pieces permitted	2	2
Maximum weight	23kg per piece	20 kg combined
Fees and restrictions for excess pieces, overweight and oversize items **Excess, overweight and oversize baggage is accepted based upon available space and aircraft operational requirements. The limits and charges listed below will apply.**		
Oversize baggage	$40 per piece. Maximum two pieces	
Excess baggage	$40 per piece. Maximum two pieces	
Overweight baggage	$40 per piece. Maximum two pieces up to 32kg each	
Combine excess	An item of baggage that exceeds the baggage allowance, and/or is oversize and/or is overweight will be subject to all applicable fees to a maximum of $80	

* Aircraft type is identified on the passenger's itinerary.

** Items between 157 cm and 203 cm will be considered oversize and charged oversize fees. Items with sizing greater than 203 cm (length + width + height) will not be accepted and can be sent via Air North Cargo.

b. Baggage Allowances for Military Personnel

Members of the Canadian military are entitled to a special baggage allowance with the presentation of military identification to Air North check-in counter personnel. Only the individual identified on the ID is entitled to benefit from this enhanced baggage allowance.

- **For flights on Boeing 737:** Four pieces of checked baggage, each weighing up to 32 kg (70 lb). Excess baggage fees are waived.
- **For flights on ATR 42:** One piece of checked baggage, weighing up to 32 kg (70 lb). Excess baggage fees apply to additional items.

Oversize fees will be waived as long as the item does not exceed maximum dimensions (greater than 203 cm in length + width + height). Excess fees will be waived to a maximum of four pieces.

2. Unchecked Baggage (Carry-on baggage)

a. Unchecked baggage must be within the Carrier's size and weight limits to be taken onboard the aircraft. Items may not exceed the requirements in the following table:

Carry-on Baggage Allowances

	Boeing 737	**ATR 42**
Typically applies to flights between*	Calgary	Dawson City
	Dawson City	Inuvik
	Edmonton	Old Crow
	Kelowna	Vancouver
	Victoria	Whitehorse
	Ottawa	
	Toronto	
	Vancouver	
	Whitehorse	
	Yellowknife	
Pieces permitted	2 (one carry-on bag and one personal item)	2
Maximum weight	Carry-on baggage must be light enough that passengers can store it in the overhead bin unassisted	
Maximum size	Carry-on bag	
	54x22x38cm	38x22x28cm
	Personal Item	Combined Dimensions
	15x41x33cm	

* Aircraft type is identified on the passenger's itinerary.

b. Unchecked baggage must fit and be stored under the seat located in front of the passenger or in the enclosed storage compartment in the passenger cabin of the aircraft. The passenger must be able to store in the overhead bin unassisted.

c. In the interest of Passenger safety within the cabin, the Carrier, in its sole discretion, may check any Unchecked (Unchecked) Baggage for any or no reason.

d. Passengers should contact the Carrier or review its website for more information about which objects are not suitable for carriage as Checked Baggage and will only be accepted for transportation in the Passenger cabin of the aircraft upon prior agreement with the Carrier.

3. Sporting Equipment

Sporting equipment identified below is accepted as standard items of baggage. Multi-piece equipment must be packed in a single bag that does not exceed the weight or size limits identified in Rule 55(1) a. Sporting equipment baggage and cases must only contain equipment, not clothing or personal items. Sporting equipment must be carried in a rigid and/or hard-shell container specifically designed for shipping, such as, but not limited to: archery equipment, bicycles, bowling balls, broomball/curling broom, golfing equipment, hockey sticks, racquets, skis, ski poles, snowboards, surfboards, boogie boards, skim boards, speed boards, skateboards, scuba diving equipment, and skeleton sleds. If otherwise packaged, the Carrier may refuse to carry items.

Item	Fee
Bicycles	$52.50 - $56.50 incl. applicable tax
Fishing Rods	Oversize fee exempt. Overweight fee applicable
Football equipment	
Golf clubs	
Hockey, ringette or lacrosse equipment	
Skis / Snowboard	Oversize fee exempt to maximum of 300cm x 45cm x 76cm. Overweight fee applicable.

4. Bicycles

Bicycles are accepted on a space available basis and must be pre-registered at the time of booking. Acceptance may be refused if there is insufficient space for the carriage of the bicycle, or if it is not suitably packaged. Bicycles must be prepared for travel and packed in a hard-sided case.

- Maximum dimensions: length + width + height to limit of 292 cm
- Maximum weight: 32 kg (70 lb)

Bicycles exceeding the limits above must be shipped as cargo. Cargo rates will apply.

Electric bicycles, e-bikes, electrically assisted pedal cycles, or electrically power assisted cycles are not accepted as checked baggage.

5. Kayaks

Kayaks count as one piece of baggage, are accepted on a space available basis, and must be pre-registered at time of booking.

- Maximum dimensions: 300 cm (116 in) x 45 cm (18 in) x 76 cm (29 in)
- Maximum weight without overweight charges: 23 kg (50 lb) (50-70lbs subject to overweight charges)

Kayaks exceeding the limits above must be shipped as cargo. Cargo rates will apply.

Even if they are checked in separately, kayak paddles and one kayak count as one piece of baggage. Oversize and additional piece charges apply to the kayak, but not to the paddles when checked in with the kayak.

When packed separately, all additional pieces of kayaking equipment (e.g. helmet, life vest, dry top, spray skirt) count as one piece of baggage.

If your baggage count (kayaking equipment + number of bags to be checked) exceeds the maximum number of items allowed, additional checked baggage charges will apply. These fees will be collected at the airport.

Kayaks and paddles must be packaged in a rigid and/or hard-shell container specifically designed for shipping.

If otherwise packaged, kayaking equipment may be refused for carriage. Air North is not liable if and to the extent that any damage results from the inherent defect, quality or vice of the baggage.

NOTE: Canoes and sea kayaks are not accepted as checked baggage and must be shipped cargo.

6. Boogie Boards/Bodyboards/Surfboards

Boogie Boards/Bodyboards count as one piece of baggage, are accepted on a space available basis, and must be pre-registered at time of booking.

- Maximum linear dimensions: 158 cm (62 in) (subject to oversize charges)
- Maximum weight without overweight charges: 23 kg (50 lb) (50-70lbs subject to overweight charges)

Surfboards count as one piece of baggage, are accepted on a space available basis, and must be pre-registered at time of booking.

- Maximum linear dimensions: 300 cm (118 in) x 45 cm (18 in) x 76 cm (29 in)
- Maximum weight without overweight charges: 23 kg (50 lb) (50-70lbs subject to overweight charges)

Boogie Boards/Bodyboards/Surfboards exceeding the above weight must be shipped as cargo. Cargo rates will apply.

Boogie Boards/Bodyboards/Surfboards must be packaged in a rigid and/or hard-shell container specifically designed for shipping.

If otherwise packaged, Boogie Boards/Bodyboards/Surfboards equipment may be refused for carriage. Air North is not liable if and to the extent that any damage results from the inherent defect, quality or vice of the boards or baggage.

7. Paddleboards

Paddleboards count as one piece of baggage, are accepted on a space available basis, and must be pre-registered at time of booking.

- Maximum dimensions: 300 cm (118 in) x 45 cm (18 in) x 76 cm (29 in)
- Maximum weight without overweight charges: 23 kg (50 lb) (50-70lbs subject to overweight charges)

Paddleboards exceeding the limits above must be shipped as cargo. Cargo rates will apply.

Even if they are checked in separately, paddleboard paddles and one paddleboard count as one piece of baggage. Oversize and additional piece charges apply to the paddleboard, but not to the paddles when checked in with the paddleboard.

Paddleboards must be packaged in a rigid and/or hard-shell container specifically designed for shipping.

If otherwise packaged, kayaking equipment may be refused for carriage. Air North is not liable if and to the extent that any damage results from the inherent defect, quality or vice of the baggage.

8. Special Items

Some restrictions apply for the transport of Baggage on an itinerary e.g. oversized or overweight Baggage, such as, surfboards or animals, bicycles, etc. In these cases, any Participating Carrier in a Passenger's interline itinerary may apply these restrictions to the Passenger's travel based on that carrier's Tariffs.

9. Strollers/Collapsible Wagons

You can bring one stroller for each child you are travelling with in addition to your carry-on and checked baggage allowance and regardless of your destination.

Small strollers - with a collapsed diameter not exceeding 25.5 cm (10 in) and a length not exceeding 92 cm (36 in) - can be checked free of charge at the baggage counter or at the boarding gate. When accepted at the baggage counter, your stroller is delivered to the arrivals baggage hall at your final destination.

When accepted at the boarding gate, it is delivered to you at the aircraft door at every point in your journey.

Large heavy strollers can only be checked at the baggage counter because gate facilities in airports are not designed to accommodate them. Additional baggage fees do not apply. Large strollers are also subject to space limitations, and there is a risk that they cannot be accommodated in the aircraft.

If you're travelling with a collapsible wagon, it should measure less than 25.5 cm (10 in) in diameter and 92 cm (36 in) in length while collapsed.

You can bring a collapsible wagon free of charge at the baggage counter or at your boarding gate. When checked at the gate, your wagon will be delivered to you at the aircraft door at every point in your journey.

10. Musical Instruments

Provided it is safe to do so, the Carrier may accept properly packaged musical instruments as either checked baggage or carry-on baggage depending on the instrument's weight and dimensions.

a. Carry-on:

Small musical instruments may be permitted as carry-on baggage allowance provided that:

- It meets the Carrier's current carry-on size and weight requirements outlined in Rule 55(2)a.
- It fits under the seat in front or the overhead bin.

Cabin storage is limited and offered as-available. As such, the Carrier cannot guarantee that a musical instrument can be accommodated on board.

If there is no space available in the cabin to securely store the musical instrument, or if deemed required by airline staff, the musical instrument may need to be checked at the gate and transported as checked baggage.

A musical instrument counts as one piece of carry-on luggage, consisting of the carry-on bag item allowance.

In case they need to be checked, instruments must always be packaged in a rigid/hard shell container designed to transport such items.

b. Carry-on with paid seat:

If you wish to purchase a seat for your musical instrument, you will receive a **50% discount on full fare** to accommodate the instrument in the same cabin you are travelling in.

Also, a few reminders:

- For safety reasons, extra seats may be purchased for musical instruments not exceeding 162.5 cm (64 in.) in height/length or 36 kg (80Lb) in weight.
- The number of musical instruments that can accommodated on each flight is limited. To purchase a seat, or for more information, please contact us as soon as you've booked your flight and at least 48 hours prior to departure.

c. Checked Baggage:

If musical instruments are checked in separately, the instrument counts as one piece of Baggage towards the maximum number of checked bags allowed by fare type. If a passenger's Baggage count (musical instrument plus number of other bags to be checked) exceeds the maximum number of items allowed by fare type, additional checked baggage charges will apply. Musical instruments must always be packaged in a rigid/hard shell container designed to ship such items that does not exceed a combined length + width + height dimension of 157 cm. If the musical instrument weighs more than 23 kg combined with its case, overweight baggage charges will apply. The maximum weight of musical instruments the Carrier can carry is 32 kg. For string instruments, passengers are responsible for ensuring that the strings are loosened so that tension is reduced on the top and neck of the instrument.

In the event of aircraft substitution preventing the transportation of a musical instrument in the cabin, the Carrier will use reasonable efforts to gate-check the instrument. If unable, the item will be returned to the passenger.

11. Firearms and Ammunition

Acceptance of firearms and ammunition is subject to applicable fare rules and this Tariff, including the following terms and conditions:

1. Types Accepted: shotguns, handguns, pistols, air pistols, riffles, BB guns, starter pistols, paintball guns and related ammunition will be accepted only as checked baggage. All other firearms and/or associated ammunition are not accepted.
2. Advance Notice: Passengers planning to travel with a firearm and/or ammunition must contact all operating airlines on the itinerary at least 72 hours before departure; failure to do so may result in a refusal to transport at any stage of the itinerary.
3. Required Documents: the passenger must hold and present all required entry permits or other documents for the country or counties of transit and destination.
4. Declaration: The passenger must fill out a firearms declaration form at check-in and adhere to all applicable rules and regulations pertaining to the transportation of the firearm and ammunition. Failure to do so may result in the seizure of the firearm.
5. Checked Baggage: Firearms must be rendered inoperable, such as with a trigger lock, and packed in a suitable hard-sided, opaque, heavy-duty container or case. Ammunition must be in a container designed for its transportation. The firearm and its ammunition must be packed in separate checked baggage. The ammunition may not exceed 5kg.
6. Firearms CANNOT be transferred between airlines.

Passenger(s) shall be liable to Air North for any and all claims, damages, losses, fines, penalties, liabilities, judgements, costs and expenses of any kind or nature whatsoever (including but not limited to interest, court costs and solicitor and own client costs), which in any way arises out of or results from any costs or impacts incurred in complying with this rule, or due to a injury to or death of any person, damage to or destruction of any property, real or persona, and liability or obligations under or with respect to any violation of Applicable Law.

This rule does not apply to officers of the law travelling in the line of duty and carrying legally authorized sidearms or other similar weapons.

12. Checked Baggage Fees and Overnight Connections on a Single Itinerary

a. Passengers whose itinerary from the Carrier includes a required overnight (single night) break in their travel (e.g., From point A to point B via point C with an overnight in point C), without a change of carrier, will be exempt from paying any applicable oversize, overweight, bicycle, kennel or other baggage-related fees when they check in to continue their itinerary.

b. The Carrier may, at its discretion, waive the exemption identified in Rule 55 (B)8(a) at the time of the second check-in and charge any applicable fees if the Carrier's agents determine that the passenger's items do not match those that were originally checked in if there is a change to the number, weight, dimensions or type of baggage being checked.

(C) Collection and Delivery of Baggage

1. Only the passenger who was given a Baggage Identification Tag when the Carrier took possession of the baggage is entitled to accept delivery of the baggage.
2. If the passenger claiming the checked baggage is unable to produce the passenger's portion of the Baggage Identification Tag and identify the baggage by means of its Baggage Identification Tag, the Carrier must receive satisfactory proof that the baggage belongs to the passenger in question before delivering the baggage to the passenger.
3. Acceptance of the baggage without complaint, within the time limits stipulated, by the passenger in possession of the Baggage Identification Tag is evidence that the Carrier delivered the baggage in good condition and in accordance with this tariff.

(D) Excess Baggage

At the Carrier's sole discretion, Baggage in excess of the free baggage allowance may be accepted by the Carrier upon payment of the applicable charge. The charge for the excess baggage is payable prior to departure at the point of check-in.

Fees are stated in Rule 55(B)1(a).

Note: In the case of code-share, passengers are advised that the baggage rules applicable to their transportation are those of the Carrier identified on your ticket and not of the Operating Carrier.

(E) Carriage of Excess or Overweight Baggage as Cargo

Air North does not offer Cargo services from all of its destinations. As a result, the carriage of such items is not possible from:

- Ottawa (YOW)
- Toronto (YYZ)

(F) Items Unacceptable as Baggage

The following items are unacceptable as baggage and will not be transported by the Carrier:

1. Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over.
2. Items which are likely to endanger the aircraft or persons or property on board the aircraft. These unacceptable items are specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations.
3. Items, which in the Carrier's opinion, are unsuitable for carriage because of their weight, size or character, for example, fragile or perishable items.
4. Live animals except as provided in Rule 75, Acceptance of Animals (Service Dogs and Pets).
5. Firearms and ammunition other than for hunting or sporting purposes are prohibited from carriage as baggage. Firearms and ammunition for hunting and sporting purposes will be accepted as checked baggage provided the firearms are not loaded, the safety catch is in the "on" position and the firearms are suitably packed. The carriage of ammunition is subject to the ICAO and IATA regulations as mentioned in Rule 55(F)2.
6. The passenger shall not include in the checked baggage fragile or perishable items, money, jewelry, precious metals, silverware, negotiable papers, securities or other valuables, business documents, samples, passports and other identification documents.
7. Any other items deemed by the Carrier to be unacceptable from time to time.

The Carrier reserves the right to refuse to board or transport any goods, or to remove goods from the aircraft, if such refusal or removal is, in the Carrier's sole discretion, necessary or desirable for reasons of the health or safety of the Passengers, the Air Crew, or 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, or if the goods are inadequately or improperly packed.

(G) Right to Refuse Carriage of Baggage

1. The Carrier will refuse to carry as checked baggage any bag that the Carrier has discovered to contain any unacceptable item identified in Rule 55(F) and when the passenger fails to provide the Carrier with prior notice that they wish to carry such an item in their baggage.
2. The Carrier will, at its sole discretion, refuse to carry any baggage because of its size, shape, weight, character or quality.
3. The Carrier may carry on later flights baggage which is in excess of the free baggage allowance.
4. The Carrier will refuse to carry checked baggage if it determines that the baggage has not been properly and securely packed in suitable suitcases or containers.
5. The carrier may have to remove (bump) baggage for safety reasons due to weight restrictions. In this case, compensation for delayed baggage (RULE 120(B)4.a.) per the tariff will not apply.

(H) Right of Search

The Carrier may request the passenger to permit a search to be conducted of their person and baggage. If a passenger refuses to comply with a request for search, the Carrier may refuse to carry the passenger and/or the passenger's baggage. The Carrier may also search baggage at any time in the passenger's absence. The purpose of any search is to ensure aircraft and passenger safety, security and to determine whether the passenger is in possession of or the baggage contains items identified in Rule 55(F).

If an item or bag has been found not to be acceptable for air travel under this rule and the flight has not departed, the passenger will be informed that the baggage will not be transported and the Carrier will be returning the item or bag back into the care of the passenger. As the baggage will not have been transported by air, no liability will attach to the Carrier as a consequence. If the passenger refuses to travel without having an item or bag accompany them that the Carrier has rejected, the passenger will be deemed to have no-showed their reservation and the applicable remedy will be applied based on the class or fare of the ticket.

(I) Liability Release Tag/Form

Execution of a release tag/form relieves the Carrier of liability for damage to fragile items (of the type identified in paragraph (G)) in checked baggage, which damage results solely from the unsuitability of such items as checked baggage and/or the inadequacy of their packaging, and not from carrier's failure to exercise the ordinary standard of care. Execution of a release tag/form also relieves the Carrier of liability for spoilage or substantial loss of value or potency which results from the Carrier's delay in delivery of checked baggage when such spoilage results from the unsuitability of such items as checked baggage and not from the Carrier's failure to exercise the ordinary standard of care.

Part III – At the Airport/ During Travel

Rule 60: Acceptance of Children for Travel

(A) General

1. Infants and children under five years of age, accompanied in the same cabin by a passenger 16 years of age or older, will be accepted for transportation.
2. Persons entrusted with the care of Infants and children must be capable of discharging this duty.

Infants

1. Infants do not require a seat but require a Ticket. If the Infant does not occupy a seat, then the Infant must be held on the lap of an accompanying passenger who is 16 years of age or older.
2. Only one infant may be held in the lap of an accompanying passenger capable of discharging this duty. Additional restrictions may apply depending on the type of aircraft.
3. No single passenger shall be responsible for more than one Infant whether the Infant is held on the lap of an accompanying passenger or a seat has been purchased for the Infant and the Infant is secured in an approved child restraint system (car seat).
4. An Infant who will reach their second birthday during the continuing/return flight(s) will require a seat and must pay the applicable fare for the continuing/ return flight(s).
5. Infants occupying a seat must be properly secured in a Transport Canada or United States Federal Aviation Administration (FAA) approved child restraint device.

Children

1. Children, two years of age or older, must be ticketed and assigned a seat.
2. Children, 12 years of age or older, will be able to travel unaccompanied without superv

(B) Acceptance of Infants and Children

For travel within Canada

Age	Accepted	Conditions
Under 2 years (Infant)	Yes	Only one infant is permitted per accompanying passenger. The infant my travel free of charge when the infant is held on an accompanying passenger's lap. The accompanying passenger must be 16 years of age or older and capable of discharging the duty. An Infant for whom a seat is purchased must be properly secured in an approved child restraint device and will be assessed the applicable fee.
2-4 years	Yes	These passengers are considered to be a child for the purpose of air travel and will pay the applicable child's fare if available. These passengers must be either accompanied by a passenger of 16 years of age or older or use the Carrier's unaccompanied minor services. (See Rule 65, Unaccompanied Minors)
5-11 years (Child)	Yes	These passengers are considered to be a Child for the purpose of air travel and will pay the applicable child's fare if available. These passengers must be either accompanied by a passenger of 12 years of age or older or use the Carrier's unaccompanied minor services. (See Rule 65, Unaccompanied Minors) The use of an approved child restraint device is optional for children age two and up.
12 years and older	Yes	Adult fare applies. Passengers in this age group are eligible to travel unaccompanied and unsupervised. These passengers are eligible to travel unaccompanied and unsupervised.
		Note: In the case of code-share, passengers are advised that the acceptance of children rules applicable to their transportation are those of the carrier identified on your ticket and not of the Operating Carrier.

(C) Documentation

1. For travel within Canada, passengers under 18 years of age are recommended to carry identification such as a passport; an original birth certificate or a non- government ID, e.g. student card, provincial/ territorial health care card

2. In addition to the above, the Carrier may require presentation of the following documents when children are accompanied by an adult:
   a. Documents establishing legal custody;
   b. Parental consent letter authorizing travel;
   c. Death certificate if one parent is deceased;
   d. Any other documentation required by the country of destination.

Rule 65: Unaccompanied Minors

Note: In the case of code-share, passengers are advised that the unaccompanied minor rules applicable to their transportation are those of the carrier identified on your ticket and not of the carrier operating the flight.

(A) General

1. For purposes of this rule, "responsible adult" is any adult/parent having responsibility over the welfare of a Minor.
2. The Carrier offers a supervision service called the Unaccompanied Minor Service (UM Service) for all minors who have achieved the minimum age. This service is either mandatory or optional, depending upon the age of the minor.

(B) Age Restrictions

1. Minors under five years of age are not eligible to use the UM Service and must always be accompanied by a person aged 16 or older when travelling. The accompanying passenger must occupy a seat in the same cabin as the Minor.
2. Minors aged between five and 11 years of age may only travel unaccompanied if they are using the UM Service, outlined below.
3. Minors, from age 12 up to a maximum of 17 years of age, can also use the UM Service at the request of their parent or responsible adult. Please note, however, that if a parent or responsible adult requests the UM Service for a minor between these ages, all travel restrictions applicable to the UM Service will apply.

(C) Travel Restrictions

1. The UM Service is available on:
   a. non-stop flights; or
   b. direct flights (a direct flight makes a stop but there is no change of aircraft);
2. The UM Service is not available for minors under the age of 12 where transport on any portion of Flights operated by one of the Carrier's Code-share or interline partners.
3. Unaccompanied minors are not permitted to travel with a pet either as carry-on or checked baggage.

(D) Fares and Charges

1. Unaccompanied minors travelling on the UM Service provided by the Carrier will be subject to the applicable Fare.
2. A non-refundable charge of $50 per minor per direction plus applicable taxes, will be applied for using the UM Service and will be collected at the airport. Arrival at check-in must be 90 minutes prior to travel to expedite payment and paperwork.

(E) Conditions of Application for Unaccompanied Travel

1. Arrangements and registration for the UM Service should be made at least 24 hours prior to departure through Air North reservations. The Carrier will make reasonable efforts to accommodate requests not made within this time limit. Registration for the UM Service must be made at least 90 minutes prior to departure.
2. The minor must be brought to the airport of departure by a parent or responsible adult who remains with the minor until the Carrier starts providing supervision.
3. At check-in, the parent or responsible adult must have government-issued photo identification. An unaccompanied minor that is aged 5-11 years requires a photocopy (not original) of either the child's birth certificate or one other piece of government issued identification showing the child's date of birth and gender. The photocopy will be sent with the child and will be required for the return flight as well.

4. A child between the ages of 12-17, when travelling as an unaccompanied minor, should travel with proof of age such as, an original birth certificate or one other piece of original Government identification (photo or non-photo such as a health care card, etc…). If a child appears younger than 12 and cannot provide proof of age, or appears to be 18 or older, they may be refused boarding.

5. The parent or responsible adult will complete all the required documents which include providing the Carrier with satisfactory evidence that the minor will be met at the airport of arrival by a parent or other responsible adult. The parent or responsible adult who will be meeting the unaccompanied minor at the airport of arrival must have Government issued photo identification which will allow the Carrier personnel to identify this person as the appropriate person designated to meet the minor.
6. The parent or responsible adult will be required to remain at the airport of departure for 15 minutes after the aircraft has departed.
7. In case of emergency, the parent or responsible adult must provide the Carrier with the name and phone number of a person who can be contacted during the time the minor is in the Carrier's care.
8. Unaccompanied minors aged 5 through 11 years old will not be accepted if the flight on which the minor holds a reservation is expected to terminate short of or bypass the minor's destination.
9. Once the minor is under the Carrier's care, the minor will be provided supervision by the Carrier until they are met at destination by a parent or responsible adult who can confirm to Carrier personnel by means of Government issued photo identification that they are the person(s) designated to meet the minor.
10. Confirmed reservations must be booked for unaccompanied minors. Standby travel is not permitted.
11. A minor may not be accepted for the UM Service where they have previously caused an onboard issue, for reasons including but not limited to behavioural, emotional or medical, where intervention by the Air Crew or a diversion resulted.
12. A minor with a medical condition may not be accepted for unaccompanied travel. Medical clearance may be required for any UM Service.

    Note: For provisions related to Medical Clearance, refer to Rule 71(C).

(F) Carrier's Limited Responsibility

With the exception of the service specifically provided to an unaccompanied minor in this rule, the Carrier will not assume any financial or responsible adultship responsibilities for the unaccompanied minor beyond those applicable to an Adult Passenger.

- The Carrier does not accept Unaccompanied Minors (considered under the age of 12 for the purposes of this section) for transport on any portion of Flights operated by one of the Carrier's Code-share or interline partners.

Rule 71: Carriage of Passengers with Disabilities

Note: In the case of code-share, passengers are advised that the carriage of persons with disabilities rules applicable to their transportation are those of the carrier identified on your ticket and not of the Operating Carrier.

(A) Acceptance of a Passenger with a Disability for Carriage

The Carrier will make every effort to accommodate a person with a disability and will not refuse to transport a person solely based on the person's disability.

(B) Acceptance of Declaration of Self- Reliance

Except for applicable safety-related rules and regulations, the Carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance. Once advised that the person is "self-reliant," the carrier shall not refuse such passenger transportation on the basis that the person with a disability is not accompanied by an Attendant or based on the assumption that the passenger may require assistance from airline employees in meeting the passenger's needs such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier, except in the following circumstances:

1. Carrier may refuse to provide transportation to any person on the basis of safety.
2. Carrier may refuse to provide transportation to any person if carriage of that person would result in the violation of any applicable law.
3. Carrier reserves the right to require medical clearance, as a condition of travel, in accordance with procedures established by Carrier, if the transportation of a person involves any unusual risk or hazard to the Passenger or to other persons (including, in the case of a pregnant Passenger, unborn children), for the purpose of determining whether the person requires an Attendant by reason of the provisions of this Rule or for the purpose of determining whether the person qualifies for additional or special seating pursuant to the provisions of this Rule.

See also: Rule 105(A)6(d), Refusal to Transport, Passenger's Condition, Medical clearance.

(C) Medical Clearance

The Carrier will not automatically require a medical clearance for persons with disabilities as a condition of travel. Rather, the Carrier may, in good faith and using its reasonable discretion, determine that a person with a disability requires medical clearance where their safety or well-being, in terms of such things as assistance with eating, using the washroom facilities, or that of other passengers, is in question. Where the Carrier refuses to transport a passenger for such reasons, a written explanation must be provided at the time of refusal. When medical clearance is required the Carrier may assess a person's fitness to travel based on information and/or documentation submitted by the person with a disability (such as a note from the person's physician or healthcare professional).

See also: Rule 105(A)6(d), Refusal to Transport, Passenger's Condition, Medical clearance.

(D) Advance Notice

Where a passenger requests a service set out in Rule 71 at least 48 hours prior to departure, the Carrier will provide the service. Such requests should be made by the passenger at the time of reservation, and as far in advance of travel as possible. Where a passenger requests a service less than 48 hours prior to departure, the Carrier will make a reasonable effort to provide the service.

(E) Seating Restrictions and Assignments

Accommodation of Persons with Disabilities

1. When a person identifies the nature of the person's disability, the Carrier will inform the passenger of the available seats that are most accessible and then establish with that passenger an appropriate seat assignment.

2. Persons with a Disability will not be permitted to occupy seats in designated emergency exit rows, bulkhead aisle seat or otherwise in accordance with applicable safety-related rules and regulations.
3. Persons with Disabilities and their Attendants will be seated together.
4. The Carrier must limit the number of non- ambulatory passengers according to aircraft type, self-reliance and presence of an Attendant. Contact Air North for details. Limits may be altered by the Carrier in the case of athletes with a disability attending their sporting events.

Accommodation of persons with allergies

5. Passengers with allergies should notify the Carrier at least 48 hours in advance of their Flight that they have food/nut/peanut or animal allergies to help avoid the risk of exposure.
6. The Carrier cannot guarantee allergen-free meals, snacks or environment. Passengers with severe allergies are responsible for taking additional precautions, such as packing their own snacks, using hand sanitizer, bringing wet wipes to clean surrounding areas, and carrying an epinephrine auto-injector.

(F) Acceptance of Aids

1. In addition to the regular baggage allowance, the Carrier will accept, without charge, as priority checked baggage, mobility aids, including:
   a. an electric wheelchair, a scooter or a manually operated rigid-frame wheelchair;
   b. a manually operated folding wheelchair;
   c. a walker, a cane, crutches or braces;
   d. any device that assists the person to communicate; and
   e. any prosthesis or medical device.
2. Where space permits, the Carrier will, without charge, permit the person to store a manually operated folding wheelchair and small aids in the passenger cabin during the flight.
3. Wheelchairs and mobility aids will be the last items to be stowed in the aircraft hold and the first items to be removed.

(G)

1. Where the design of the aircraft that has fewer than 60 passenger seats does not permit the carriage of a person's aid, the Carrier is not required to carry the aid. The Carrier will advise the person about transportation arrangements that are available for the aid.

Note: For provisions related to limitations of liability regarding loss of, damage to, or delay in delivering mobility aids, refer to Rule 120(B)5, Mobility aids.

(H) Manually Operated Wheelchair Access

The Carrier will permit the person who uses a manually operated wheelchair to remain in the wheelchair:

1. until the person reaches the boarding gate;
2. where facilities permit, while the person is moving between the terminal and the door of the aircraft;
3. where space and facilities permit, while the person is moving between the terminal and the Passenger seat.

(I) Onboard Wheelchair

1. With a minimum of 48 hours notice, we are able to provide an onboard wheelchair to assist you between your seat and the lavatory. Please contact our reservation team to advise us if you will require the wheelchair.

(J) Service Animals

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 in writing as having been trained by a professional service animal institution, and whose documentation has been reviewed and approved by the Carrier. Only dogs are accepted as Service Animals.

For the comfort of all passengers, the Carrier staff will determine where the person and Service Animal will be seated. When requested at least 48 hours prior to the scheduled departure, the Carrier will assign a seat to the person which provides sufficient space for the person and the Service Animal. The Carrier will permit the Service Animal to accompany the person on board the aircraft and to remain on the floor at the person's passenger seat. Where there is insufficient floor space in the seat row of the person's passenger seat, the Carrier will permit the service animal to remain on the floor in an area where the person can still exercise control over the animal. Emotional support animals are not accepted as service animals.

See also: Rule 75, Acceptance of Animals (Service Animals and Pets), and for provisions related to limitations of liability regarding Service Animals, refer to Rule 120(B)6.

(K) Services to be Provided to Persons with Disabilities

1. 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:

- Assisting with registration at the check-in counter;
- Assisting in proceeding to the Boarding Area;
- Assisting in boarding and deplaning;
- Assisting in stowing and retrieving carry-on baggage and retrieving checked baggage;
- Assisting in moving to and from an aircraft lavatory;
- Assisting in proceeding to the general public area or, in some cases, to a representative of another carrier;
- Transferring a person between the person's own mobility aid and a mobility aid provided by the Carrier;
- Transferring a person between a mobility aid and the person's passenger seat;
- Inquiring periodically during a flight about a person's needs; and
- Briefing individual Passengers with disabilities and their Attendant on emergency procedures and the layout of the cabin.

2. Attendant

- If a Passenger requires an Attendant, a seat may be booked for the Attendant at a 50% discount based upon availability of seats (fees and taxes applicable). The Passenger will require a physician's note indicating that an Attendant is required, and the booking will need to be made through the Carrier's call centre at least 48 hours prior to departure. The Carrier will make a reasonable effort to accommodate such bookings less 48 hours prior to departure.
- Carrier may require that an Attendant accompany a Passenger with a Disability as a condition of providing transportation if the Passenger is not able to care for all their physical needs during the Flight and requires special or unusual attention beyond that afforded to the general public.
- Carrier may require that an Attendant accompany a Passenger with a Disability as a condition of providing transportation if Carrier determines that such an Attendant is essential for safety in the following circumstances:
  - When the Passenger, because of a mental or cognitive disability, is unable to comprehend or respond to safety related instructions;
  - When the Passenger has impairments, which affect both the Passenger's hearing and vision with such severity that the Passenger is not able to establish a means of communication with the Carrier's personnel sufficient to receive, assimilate and respond to safety related instructions;
  - When the Passenger has mobility impairment as severe as to be unable to assist in their own evacuation or don an oxygen mask in the case of a decompression.

- In circumstances where an Attendant is required by reason of the provisions of this Rule, the Carrier will not charge a Fare for the seat occupied by the Attendant. (fees and taxes are applicable).
- In circumstances where a Passenger requires extra seating to accommodate the Passenger's disability, the Carrier will charge a Fare for a single seat, regardless of the number required to accommodate the Passenger (fees and taxes applicable).

(L) Oxygen Service and Personal Oxygen Concentrators

1. Oxygen cylinders

Passengers cannot bring their own oxygen onboard, except for dry oxygen D-type cylinders with a maximum circumference of 14 inches and a maximum length of 16 inches, excluding the cylinder's content gauge and regulator.

Oxygen in refrigerated liquid form is forbidden. Oxygen in gaseous form may be transported by air if in compliance with the
packaging, marking, documentation and handling requirements specified in the Transportation of Dangerous Goods Regulations (TDGR) and the ICAO Technical Instructions For The Safe Transport of Dangerous Goods by Air (Doc 9284) .

Air North may transport oxygen in gaseous form for medical use by a passenger under following guidelines:

a. In Canada, and on-board Canadian registered aircraft outside Canada, under section 1.27 of the TDGRs.

b. Additional medical oxygen cylinders, required by the passenger at their destination or for the return flight, should be transported as checked baggage in the cargo area only and in accordance with the restrictions and limitations of the TDGRs.

c. The changing of regulators on oxygen cylinders is prohibited on-board the aircraft. Each cylinder must have its own regulator.

Passengers requiring the use of medical oxygen cylinders must provide a letter signed by a licensed physician or other licensed health professional, such as a respiratory therapist, that indicates the maximum flow rate, maximum quantity of oxygen per hour and the maximum quantity of oxygen required for the flight(s).

Air North must be provided with 48-hours' notice that passenger will be bringing their own oxygen.

2. Portable oxygen concentrators (POC)

Passengers are permitted to carry onboard aircraft and utilize Carrier-approved portable oxygen concentrators, subject to the following conditions:

a. At least 48 hours prior to departure, Passenger must inform Air North of his/her intent to use a POC during the flight. The Carrier will make a reasonable effort to accommodate passengers who fail to inform the Carrier of his/her intent to use a POC within the aforementioned time.

b. Passengers wishing to travel with a portable oxygen concentrator must have a portable oxygen concentrator form, available on the carrier's website, completed by a physician. The form is valid for one year from the date that it is completed and signed by the physician.

c. The portable oxygen concentrator must be of a type approved by Air North, and must be free of oil and grease. Some restrictions apply to certain types of portable oxygen concentrators that cannot be safely stowed during flight.

d. Passengers must bring extra batteries as part of their carry-on baggage, in an amount specified by the Carrier. Batteries are not accepted as checked baggage. Batteries must be packaged in a manner that protects them from short circuit and physical damage, and away from metal objects such as keys, coins, etc. Extra batteries must be sufficient to cover the use of the personal oxygen concentrator for the entire duration of the travel itinerary, including connection time, check-in and travel buffer.

e. Portable oxygen concentrators and extra batteries are accepted free of charge, in addition to the normal carry-on baggage allowance, provided they can be safely stowed underneath the seat. However, the area around the personal oxygen concentrators must be clear of blankets, coats, and other pieces of carry-on baggage.

f. Check-in is not permitted through the carrier's website and/or self-service device. Check-in must be made with an airport agent at any check-in position.

(M) Boarding and Deplaning

Where a person with disability requests assistance in boarding, seating or in stowing carry-on baggage, the Carrier will allow the person, upon request, to board the aircraft in advance of other passengers where time permits. The Carrier may also require a person, even in the absence of a request to do so, to board the aircraft in advance of other passengers in order that it has sufficient time to provide the required assistance.

(N) Communication and Confirmation of Information

Announcements to Passengers concerning stops, delays, schedule changes, connections, onboard services and claiming of baggage will be made in visual, verbal and/or written format to persons with disabilities who request such a service.

The Carrier will supply, within a reasonable time and upon request, a written confirmation of services that it will provide to the person with a Disability.

(O) Inquire Periodically

When persons in wheelchairs who are not independently mobile are waiting to board an aircraft, the Carrier will inquire periodically about their needs upon request and shall attend to those needs where the services required are usually provided by the Carrier.

Rule 75: Acceptance of Animals (Service Animals and Pets)

Note: In the case of code-share, Passengers are advised that the acceptance of animal's rules applicable to their transportation are those of the Carrier identified on the Passenger's ticket and not of the Operating Carrier.

The Carrier will agree to carry animals subject to these conditions:

(A) General

1. Arrangements must be made at least 48 hours in advance with the Carrier before any animal will be accepted for carriage as either checked or unchecked baggage if space is available.
2. The Carrier will accept animals for carriage as either checked or unchecked baggage if previously booked and confirmed or space is available, provided the animal(s) is/are accompanied by a passenger, in compliance with the IATA Live Animal Regulations.
3. Pets must be contained in a clean, leak/escape proof cage or container/kennel with adequate space for the comfort of the animal. The cage or container/ kennel must be approved by the Carrier.

   Note: This provision does not apply to Service Animals accompanying Passengers with Disabilities, or search and rescue animals accompanied by handlers.
4. A pet and its container will be considered excess Baggage and applicable charges will apply.

   Note: This provision does not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers. Service Animals will be carried free of charge *(see Rule 75(D))*.
5. The passenger assumes full responsibility for the animal. Before the animal is accepted for carriage, the passenger must make all necessary arrangements to obtain valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit. In the absence of such documentation, the animal will not be accepted for carriage.
6. When travel involves more than one carrier, the passenger should verify the policy of each carrier involved in the itinerary and ensure that the requirements of each carrier have been met and that each carrier is aware and has agreed to carry the animal on its own aircraft.
7. The animal must be harmless, inoffensive, odourless, and require no attention during transit.
8. The Carrier reserves the right to deny the transportation of the animal for any or no reason.
9. The Carrier will not be responsible in the event of loss, delay, injury, sickness or death of such animal. Exception: should an injury to or death of a service animal result from the negligence of the Carrier's representatives, the Carrier's liability will be as outlined in Rule 120(B)6.
10. For safety reasons, the Carrier will not accept an animal for carriage if the animal is less than eight weeks old, pregnant or in-heat.
11. If the animal is sedated, the Passenger must present a veterinarian's note at check in stating the animal is fit to fly.
12. The Carrier shall deny carriage of animals during specified restriction periods.
13. The Carrier does not provide a kennel rental or purchase service.

(B) Animals as Checked Baggage

1. The number of animals carried is limited and varies by aircraft type. **NOTE:** Pets cannot be transferred between the airlines.
2. Due to climatic conditions, animals may not be accepted during certain periods of the year. These black-out periods will be posted on the Carrier's website or may be ascertained by contacting the Carrier.
3. The maximum size for the container/kennel (length + width + height) must not exceed 103 x 75 x 77 cm.
4. The maximum allowable weight for both the animal and container/kennel together is 75 kg.
5. **Charges:** The charge for transportation of the animal and container/kennel as checked baggage is as follows:

Charge of transportation of animal and container/kennel

Size	Chage	Dimensions
Small	$50*	69 x 50 x 48 cm
Medium	$75*	81 x 57 x 58 cm
Large		91 x 66 x 66 cm
Extra Large	$100*	103 x 75 x 77 cm

* Plus applicable tax

6. Animals accepted as Checked Baggage are cats, dogs, and rabbits.
7. The Carrier does not accept endangered species or the remains from endangered species, as listed on Environment Canada's website under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES). The Carrier does not accept trophies or remains for carriage from any of the five big game animals (cape buffalo, elephants, leopards, lions, or rhinoceros).
8. The Carrier will accept antlers and horns from game hunted in season with appropriate permits. These items are permitted for carriage via Air North Cargo only and must meet the weight and size guidelines. These items must be packaged to avoid damaging other items and be:
   - packed in a leak-proof, hard shell container;
   - completely free of raw meat, blood or noticeable odour; and
   - padded (antlers and horn tips) to prevent punctures to the container and/or other Baggage.
9. In addition to embargoes related to restrictions from quarantine, peak travel periods and extreme temperatures, the Carrier only accepts a maximum of three kennels and six animals per Flight in Checked Baggage.
10. Only hard sided and Carrier approved kennels will be accepted in Checked Baggage.
11. Passengers travelling with a pet should check in 30 minutes before the recommended check-in times. If you check in less than 90 minutes before your flight's departure, your pet may be subject to denial of boarding.

(C) Animals in Cabin

1. Only one cat, dog or rabbit per passenger may be accepted for carriage in the passenger cabin. No other species of animal is acceptable for carriage in the cabin.
2. Maximum Kennel Size

	Boeing 737	ATR 42
Maximum dimensions	46 x 22 x 40 cm	38 x 22 x 28 cm

3. Only soft sided kennels that will fit under the aircraft seat will be accepted. The container must remain sealed from time of entry into the aircraft until after disembarking.
4. The in-cabin container/kennel must be stored under the seat directly in front of the passenger.

5. The in-cabin animal and container/kennel must be carried in lieu of carry-on baggage.
6. Passengers travelling with a pet should check in 30 minutes before the recommended check-in times. If you check in less than 90 minutes before your flight's departure, your pet may be subject to denial of boarding.
7. If the container/kennel exceeds the maximum size and/or maximum weight mentioned in Rule 75(C)3 and 75(C)4, passengers will require to tender the animal as checked baggage subject to terms outlined in 75(B).
8. The Carrier may request a passenger with an in- cabin animal to change seats after boarding to accommodate other passengers.
9. **Charges:** The charge for transportation of an animal (except for Service Animals) and container/kennel in the passenger cabin will be $50 plus applicable taxes.
10. This provision does not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers.

(D) Service Animals

- Service Animals assisting a Person with a Disability that have been certified in writing as having been trained by a professional service animal institution will be permitted in the passenger cabin of the aircraft. The animal must remain on the floor at the person's seat.
- The Carrier will accept for transportation, without charge, a Service Animal to assist a Person with a Disability on Flights wholly operated by the Carrier, provided that the animal is properly harnessed and certified as having been trained by a professional service animal institution. The Carrier recommends a person travelling with a service animal book a minimum of 48 hours prior to departure, however, the Carrier will do all possible to accommodate bookings inside of 48 hours from departure.
- The Carrier staff, in consultation with the Person with a Disability who is accompanied by a service animal, will determine where the Person with a Disability will be seated in order to ensure that adequate space is provided to the person and the service animal.
- Emotional support animals are not accepted as service animals.

See also: Rule 120(B)6, Service animals.

(E) Search and Rescue Dogs

Search and rescue dogs which are properly harnessed will be permitted in the passenger cabin of the aircraft. The animal must remain on the floor at the handler's seat.

1. The Carrier will accept for transportation without charge a search and rescue dog. The handler transporting the search and rescue dog for duty will be entitled to the normal free baggage allowance.
2. The Carrier, in consultation with the search and rescue dog's handler, will determine where the handler will be seated to ensure that adequate space is provided to the handler and the dog.

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

(A) General

1. The passenger is responsible for obtaining all required travel documents (passports, visas, tourist cards, health certificates, or other appropriate and necessary identification) including those of any children that are accompanied by the passenger.
2. The passenger is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through and also for complying with the instructions of the carriers concerned.
3. The Carrier will not be liable for any help or information given either verbally or in writing to the passenger in good faith about proper travel documentation.
4. The Carrier will not be liable to the passenger for any consequences resulting from the failure of the passenger to obtain the necessary travel documents or from the failure to comply with the laws, regulations, orders and/or demands of countries to be flown from, into or through.

(B) Travel Documents

1. Prior to travel, the passenger must be prepared to submit for inspection to the Carrier all travel documents required by the countries concerned.
2. The Carrier will have the right to make and retain copies of the travel documents presented by the passenger.
3. As described in Rule 105, Refusal to Transport, the Carrier reserves the right to refuse transportation to any passenger who fails to present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries where travel is intended or whose travel documents do not appear to be in order.
4. We are required by the Government of Canada to verify the identity of any passengers who are 18 years of age or older. To do so, passengers will be required to show proof of identification at check-in and prior to boarding.

(C) Fines, Detention Costs

1. If the Carrier is required to pay any fine or penalty or has incurred any expense because the Passenger was refused entry into a country by reason of her/his failure to comply with the laws, regulations, orders and/or requirements of that country or has failed to produce required travel documents, the passenger will reimburse the Carrier, on demand, any amount so paid or expenses incurred by the Carrier. A passenger found inadmissible either en route or at destination will not be provided a refund by the Carrier.
2. Due to the passenger's inadmissibility into a country of transit or destination, the passenger must pay the Carrier the applicable fare to be transported from the country where entry was refused to the original point of origin or to an alternative destination. The Carrier will apply to the payment of such a fare any funds paid by the passenger to the Carrier for unused carriage, or any funds of the passenger in possession of the Carrier.

(D) Government-Mandated Inspections

As required, the passenger must be present for the inspection of their baggage by customs or other government officials.

The Carrier will not be liable for any loss or damage suffered by the passenger in the course of such inspection or through the passenger's failure to comply with this requirement if the passenger's baggage was not in the charge of the Carrier.

(E) Security Inspection

The passenger shall submit to all necessary security checks by government, airport officials and by personnel of the Carrier.

Rule 85: Ground Transfer Services

(A) General

1. The Carrier does not maintain, operate or provide ground transfer services between airports or between airports and city centres.
2. Any ground transfer service is performed by independent operators who are not and shall not be deemed to be, agents or servants of the Carrier.
3. Any effort by an employee, agent or representative of the Carrier in assisting the passenger to make arrangements for such ground transfer service shall in no way make the Carrier liable for the acts or omissions of such an independent operator.

Rule 87: Tarmac Delays

(A) General

1. If a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, the Carrier will provide passengers with the following, free of charge:
   a. if the aircraft is equipped with lavatories, access to those lavatories in working order;
   b. proper ventilation and cooling or heating of the aircraft;
   c. if it is feasible to communicate with people outside of the aircraft, the means to do so; and
   d. food and drink, in reasonable quantities, taking into account the length of the delay, the time of day and the location of the airport.
2. If a passenger requires urgent medical assistance while the flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, the Carrier must facilitate access to that assistance.
3. If a flight is delayed on the tarmac, the Carrier will provide an opportunity for passengers to disembark, where facilities and/or means exist to accommodate the passengers.
4. However, the Carrier is not required to provide an opportunity for passengers to disembark if it is likely that take-off will occur less than three hours and 45 minutes after the doors of the aircraft are closed for take-off or after the flight has landed and the Carrier is able to continue to provide the standard of treatment referred to in Rule 87(A)1(a–d).
5. A carrier that allows passengers to disembark will, if it is feasible, give passengers with disabilities and their support person, or service animal, if any, the opportunity to disembark first.
6. This section does not apply if providing an opportunity for passengers to disembark is not possible, including if it is not possible for reasons related to safety and security or to air traffic or customs control.
7. In the case of a delay, the Carrier will communicate status updates when available until a new departure time for the flight is set or alternate travel arrangements have been made for the affected passenger.
8. The information of Rule 87 (A)(7) will be provided by means of audible announcements. Visible announcements will be provided upon request.
9. The information of Rule 87 (A)(7) will also be provided to the passenger using the available communication method that the passenger has indicated that they prefer, including a method that is compatible with adaptive technologies intended to assist persons with disabilities.

Rule 90: Schedule Irregularities

(A) Applicability

This rule applies to all passengers irrespective of the fare class on which they are travelling.

(B) General

1. The Carrier will make all reasonable efforts to transport the Passenger and the Passenger's Baggage at the times indicated in its timetable.
2. Times shown in timetables or elsewhere are approximate and not guaranteed and form no part of the contract of carriage. The Carrier will not be responsible for errors or omissions either in timetables or other representation of schedules. No employee, agent or representative of the Carrier is authorized to bind the Carrier by any statement or representation regarding the dates or times of departure or arrival, or of the operation of any flight.
3. The Carrier will not guarantee and will not be held liable for cancellations or changes to flight times that appear on passengers' tickets due to Uncontrollable events, including but not limited to Force Majeure.
4. The Carrier will make all reasonable efforts to inform passengers of delays and schedule changes and, to the extent possible, the reason for the delay or change in accordance with the APPR.
5. It is always recommended that the passenger communicate with the Carrier either by telephone, electronic device or via the Carrier's website or to refer to airport terminal displays to ascertain the flight's status and departure time.
6. The Carrier will determine when a delay or cancellation is Controllable and identify which Passengers are eligible for applicable compensation as prescribed by APPR requirements.
7. In the case of Schedule Irregularities, the Carrier will give priority for assistance to any Person with a Disability and unaccompanied minors.
8. **Communications for Schedule Changes**

   Passengers will be contacted via the email provided when the original ticket was booked with any information regarding schedule changes.

   Passengers are responsible for ensuring that the Carrier has been provided with valid details for communications.
9. **Communications for Delays and Cancellations**
   - Passengers will receive delay or cancellation information:
     - Via the email provided during the reservation process;
     - Via the Carrier websites;
     - At the airport during check-in;
     - At the airport by departure and arrival screens;
     - At the airport by Carrier announcements; and
     - On the aircraft.
10. **Delay or Cancellation due to situation outside the carrier's control**

    This section applies to the carrier when there is delay or cancellation due to situations outside the carrier's control, including but not limited to the following:

    a. war or political instability;

    b. illegal acts or sabotage;

    c. meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;

    d. instructions from air traffic control;

e. a NOTAM, as defined in subsection 101.01(1) of the *Canadian Aviation Regulations*;

f. a security threat;

g. airport operation issues;

h. a medical emergency;

i. a collision with wildlife;

j. a labour disruption within the carrier or within an essential service provider such as an airport or an air navigation service provider;

k. a manufacturing defect in an aircraft that reduces the safety of passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority; and

l. an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

A delay or cancellation that is directly attributable to an earlier delay or cancellation that is due to situations outside the carrier's control, is considered to also be due to situations outside that carrier's control if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

When there is delay or cancellation due to situations outside the carrier's control, the carrier will:

1. provide passengers with the information set out in Rule 90(B)13;
2. in the case of a delay of three hours or more, provide alternate travel arrangements, in the manner set out in Rule 90(B)17, to a passenger who desires such arrangements;
3. in the case of a cancellation, provide alternate travel arrangements in the manner set out in Rule 90(B)18.

11. Delay or Cancellation within the carrier's control but required for safety purposes

A delay or cancellation that is directly attributable to an earlier delay or cancellation that is within the carrier's control, but is required for safety purposes, is considered to also be within the carrier's control but required for safety purposes if the carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

In the case of a delay, the carrier will:

a. provide passengers with the information set out in Rule 90(B)13;

b. if a passenger is informed of the delay less than 12 hours before the departure time that is indicated on their original ticket, provide the standard of treatment set out in Rule 90(B)14; and

c. if the delay is a delay of three hours or more, provide alternate travel arrangements or a refund to a passenger who desires such arrangements.

In the case of a cancellation, the carrier will:

a. provide passengers with the information set out in Rule 90(B)13;

b. if a passenger is informed of the cancellation less than 12 hours before the departure time that is indicated on their original ticket, provide the standard of treatment set out in Rule 90(B)14; and

c. provide alternate travel arrangements or a refund, in the manner set out in Rule 90(B)18.

12. Delay or cancellation within the carrier's control when not required for safety

This section applies when there is delay or cancellation that is within the carrier's control when not required for safety. In the case of a delay, the carrier will:

a. provide passengers with the information set out in Rule 90(B)13;

b. if a passenger is informed of the delay less than 12 hours before the departure time that is indicated on their original ticket, provide them with the standard of treatment set out in section Rule 90(B)14;

c. if the delay is a delay of three hours or more, provide alternate travel arrangements or a refund, in the manner set out in Rule 90(B)15, to a passenger who desires such arrangements; and

d. if a passenger is informed 14 days or less before the departure time on their original ticket that the arrival of their flight at the destination that is indicated on that original ticket will be delayed, provide the minimum compensation for inconvenience in the manner set out in Rule 90(B)17.

In the case of a cancellation, the carrier will:

a. provide passengers with the information set out in Rule 90(B)13;

b. if a passenger is informed of the cancellation less than 12 hours before the departure time that is indicated on their original ticket, provide the standard of treatment set out in Rule 90(B)14;

c. provide alternate travel arrangements or a refund, in the manner set out in Rule 90(B)15; and

d. if a passenger is informed 14 days or less before the original departure time that the arrival of their flight at the destination that is indicated on their ticket will be delayed, provide the minimum compensation for inconvenience in the manner set out in Rule 90(B)17.

13. The carrier will provide the following information to the passengers who are affected by a cancellation or delay

a. the reason for the delay or cancellation;

b. the compensation to which the passenger may be entitled for the inconvenience;

c. the standard of treatment for passengers, if any; and

d. the recourse available against the carrier, including their recourse to the CTA.

In the case of a delay, the carrier will communicate status updates to passengers every 30 minutes until a new departure time for the flight is set or alternate travel arrangements have been made for the affected passenger.

The carrier will communicate to passengers any new information as soon as feasible.

The information will be provided by means of audible announcements and, upon request, by means of visible announcements.

The information will also be provided to the passenger using the available communication method that they have indicated that they prefer, including a method that is compatible with adaptive technologies intended to assist persons with disabilities.

14. If the passenger has waited two hours after scheduled departure time in the event of controllable delay or cancellation

The carrier will provide the passenger with the following treatment free of charge:

a. food and drink in reasonable quantities, taking into account the length of the wait, the time of day and the location of the passenger; and

b. access to a means of communication.

The carrier may limit or refuse to provide a standard of treatment referred to under Rule 90(B)14 if providing that treatment would further delay the passenger.

15. If the passenger is expected to wait three hours or more after scheduled departure time in the event of controllable delay or cancellation

If the carrier expects that the passenger will be required to wait overnight for their original flight or for a flight reserved as part of alternate travel arrangements, the carrier will offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the passenger, as well as transportation to the hotel or other accommodation and back to the airport. If a passenger lives in a location convenient to the airport, the passenger is not obligated to accept the offer of accommodation and may instead request transportation from and to the airport at the cost of the carrier.

The carrier will provide the following alternate travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible, a confirmed reservation for the next available flight that is operated by the original carrier and is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket, or a carrier with which the original carrier has a commercial agreement. The carrier is not required to book the passenger with an airline with which they do not have an agreement.

If the alternate travel arrangements offered do not accommodate the passenger's travel needs, the carrier will:

a. in the case where the passenger is no longer at the point of origin that is indicated on the ticket and the travel no longer serves a purpose because of the delay or cancellation, refund the ticket and provide the passenger with a confirmed reservation that

  i. is for a flight to that point of origin, and

  ii. accommodates the passenger's travel needs; and

b. in any other case, refund the unused portion of the ticket.

c. To the extent possible, the alternate travel arrangements will provide services that are comparable to those of the original ticket.

A carrier will refund the cost of any additional services purchased by a passenger in connection with their original ticket if:

a. the passenger did not receive those services on the alternate flight; or

b. the passenger paid for those services a second time.

If the alternate travel arrangements provide for a higher class of service than the original ticket, the carrier will not request supplementary payment.

If the alternate travel arrangements provide for a lower class of service than the original ticket, the carrier will refund the difference in the cost of the applicable portion of the ticket.

Refunds under this section will be paid by the method used for the original payment and to the person who purchased the ticket or additional service.

16. A delay of three hours or more or a cancellation outside of the carrier's control

The carrier will provide the following alternate travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible, a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, and is travelling on any reasonable air route from the same airport to the destination that is indicated on the passenger's original ticket. The Carrier is not required to book the passenger with an airline with which they do not have an agreement.

To the extent possible, the alternate travel arrangements will provide services that are comparable to those of the original ticket.

If the alternate travel arrangements provide for a higher class of service than the original ticket, the carrier will not request supplementary payment.

17. Minimum compensation in the event of a delay, a cancellation, or a denial of boarding within carrier's control but not required for safety

The carrier will provide the following minimum compensation:

a. $125, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by three hours or more, but less than six hours,

b. $250, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by six hours or more, but less than nine hours, or

c. $500, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by nine hours or more.

If passenger's ticket is refunded in accordance with the preceding, the carrier will provide a minimum compensation of $125.

To receive the minimum compensation, a passenger will file a request for compensation with the carrier before the first anniversary of the day on which the flight delay or flight cancellation occurred.

The carrier will, within 30 days after the day on which it receives the request, provide the compensation or an explanation as to why compensation is not payable.

18. Alternate arrangements — outside carrier's control

1. If paragraph 10(3)(b) or (c) applies to a carrier, it must provide the following alternate travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible:
   - a confirmed reservation for the next available flight that is operated by the original carrier and is travelling on any reasonable air route from the same airport to the destination that is indicated on the passenger's original ticket.
   - if a delay of three hours or more or a cancellation is outside the airline's control, and the airline cannot provide the passenger with a confirmed reservation on the next available flight operated by them or a partner airline leaving within 48 hours of the departure time on the passenger's original ticket, the airline will be required to, at the passenger's choice:
     1. Provide a refund; or
     2. Make alternate travel arrangements for the passenger, free of charge
   - Passengers will be free to change their decision and choose a refund at any time before being provided a confirmed reservation on an alternate flight.
2. To the extent possible, the alternate travel arrangements must provide services that are comparable to those of the original ticket.
3. If the alternate travel arrangements provide for a higher class of service than the original ticket, the carrier must not request supplementary payment.

Rule 95: Denied Boarding and Overbooking

Note: In the case of code-share, passengers are advised that the denied boarding rules applicable to their transportation are those of the Carrier identified on the Passenger's ticket and not of the Operating Carrier.

Denied boarding occurs when a passenger has a valid ticket for a flight, but is not allowed to occupy a seat on board the aircraft because the number of passengers who have checked in and are at the gate on time is greater than the number of available seats that can be occupied. Passengers presenting themselves for travel must also have confirmed reservations and valid travel documents.

This Rule should not be confused with Rule 105: Refusal to Transport.

(A) Applicability

1. This rule applies to all passengers, irrespective of the type of ticketed fare.
2. A passenger who does not meet the requirements specified in Rule 40(F) will not receive denied boarding compensation, and will at the Carrier's discretion have their reservations cancelled and will be subject to the terms and conditions associated with the fare on which the passenger is travelling.

(B) Request for Volunteers

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

1. The Carrier will publicly ask for volunteers to relinquish their seats from among the confirmed passengers This request process will take place at the check-in or Boarding Areas. The Carrier will continue to make this request of passengers until it obtains enough volunteers to prevent other passengers from being involuntarily denied boarding or until it determines that it does not, despite its best efforts, have enough volunteers.
2. Once potential volunteers have been identified, the Carrier will negotiate with passengers and offer benefits to get them to surrender their seat. The denied boarding compensation entitlements under the APPR do not apply to volunteers who move to a later flight. The Carrier will put in writing the benefits offered and the volunteering passenger must agree to them prior to the departure of their flight.
3. Once a passenger has voluntarily relinquished their seat, the passenger will not later be involuntarily denied boarding unless they have been advised at the time they volunteered of such possibility. At the time the passenger is advised of such possibility of a further denial of boarding, the passenger will be advised of any further compensation to which they may be entitled to receive.
4. The passenger who voluntarily surrenders the passenger's seat will receive agreed upon benefits from the Carrier. Volunteers will be offered rerouting/ refund over and above the aforementioned benefits. In addition, a passenger who has voluntarily surrendered the passenger's seat will receive the same standard of treatment as specified in Rule 90(B) 14 and 15.

(C) Boarding Priorities

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

1. an unaccompanied minor;
2. a Person with a Disability and their support person, or service animal, if any;
3. a passenger who is travelling with family members;
4. a passenger who was previously denied boarding on the same ticket;
5. Passengers traveling due to death or illness of a member of the passenger's family.
6. Passengers holding Optimum fare Economy class tickets.
7. Passengers for whom, in the Carrier's own assessment, failure to travel would cause severe hardship.
8. Passengers travelling as a group including the tour conductor of the group.

9. All other passengers with confirmed and ticketed reservations will be accommodated in the order in which they presented themselves for check-in.
10. Travel Pass bookings including Shareholder Passes.

(D) Denied Boarding – Situations Outside Carrier's Control

Note: A denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations outside the carrier's control, is considered to also be due to situations outside that carrier's control if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

1. The carrier must provide the following information to the passengers who are affected by a denial of boarding caused by situations outside carrier's control:
   a. the reason for the denial of boarding;
   b. the compensation to which the passenger may be entitled for the inconvenience;
   c. the standard of treatment for passengers, if any; and
   d. the recourse available against the carrier, including their recourse to the Canadian Transportation Agency.
2. The carrier will communicate to passengers any new information as soon as feasible.
3. The information referred to in Rule 95(D)1 will be provided by means of audible announcements and, upon request, by means of visible announcements.
4. The information referred to in Rule 95(D)1 will also be provided to the passenger using the available communication method that they have indicated that they prefer, including a method that is compatible with adaptive technologies intended to assist persons with disabilities
5. The Carrier will provide a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, and is travelling on any reasonable air route from the same airport to the destination that is indicated on the passenger's original ticket. The Carrier is not required to book the passenger with an airline with which they do not have an agreement.
6. To the extent possible, the alternate travel arrangements will provide services that are comparable to those of the original ticket.
7. If the alternate travel arrangements provide for a higher class of service than the original ticket, the carrier will not request supplementary payment.

(E) Denied Boarding – Situations Within Carrier's Control but required for Safety

Note 1: A denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations outside the carrier's control, is considered to also be due to situations outside that carrier's control if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

Note 2: Subject to Note 1, a denial of boarding that is directly attributable to an earlier delay or cancellation that is within that carrier's control but is required for safety purposes, is considered to also be within that carrier's control but required for safety purposes if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

1. The carrier must provide the following information to the passengers who are affected by a denial of boarding caused by situations outside carrier's control:
   a. the reason for the denial of boarding;
   b. the compensation to which the passenger may be entitled for the inconvenience;
   c. the standard of treatment for passengers, if any; and
   d. the recourse available against the carrier, including their recourse to the Canadian Transportation Agency.
2. The carrier will communicate to passengers any new information as soon as feasible.
3. The information referred to in Rule 95(E)1 will be provided by means of audible announcements and, upon request, by means of visible announcements.

4. The information referred to in Rule 95(E)1 will also be provided to the passenger using the available communication method that they have indicated that they prefer, including a method that is compatible with adaptive technologies intended to assist persons with disabilities.

5. If a carrier determines it may have a potential denied boarding situation, it must not deny boarding to a passenger unless it has asked all passengers if they are willing to give up their seat.

6. The carrier must not deny boarding to a passenger who is already on board the aircraft, unless the denial of boarding is required for reasons of safety.

7. If a carrier offers a benefit in exchange for a passenger willingly giving up their seat in accordance with Rule 95(E)1 and a passenger accepts the offer, it will provide the passenger with a written confirmation of that benefit before the flight departs.

8. The Carrier will, before a passenger boards the flight reserved as part of an alternate travel arrangement, provide them with the following treatment free of charge:

   a. food and drink in reasonable quantities, taking into account the length of the wait, the time of day and the location of the passenger; and

   b. access to a means of communication.

   c. If the carrier expects that the passenger will be required to wait overnight for a flight reserved as part of alternate travel arrangements, the carrier must offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the passenger, as well as transportation to the hotel or other accommodation and back to the airport.

9. The carrier may limit or refuse to provide a standard of treatment referred to in Rule 95(E)8 if providing that treatment would further delay the passenger.

10. Amount of Compensation for Involuntary Denied Boarding

The Carrier will provide compensation in the following amounts to passengers who are involuntary denied boarding due to overbooking. Regardless of the fare paid, passengers are entitled to a monetary compensation as follows:

Length of delay	Compensation
0–6 hours	$900
6–9 hours	$1,800
9 hours or more	$2,400

11. Method of Payment of Compensation for Involuntary Denied Boarding

All amounts will be tendered in cash/bank draft or 25% more than the amount of cash in the form of travel vouchers. The following restrictions will apply:

1. Carrier must inform passengers of the amount of cash compensation that would be due, and that the passenger may decline travel vouchers, and receive cash or equivalent;

2. Carrier must fully disclose all material restrictions before the passenger decides to give up the cash or equivalent payment in exchange for a travel voucher;

3. Carrier must obtain the signed agreement of the passenger, confirming that the passenger was provided with the aforementioned information, prior to providing travel vouchers in lieu of compensation;

4. It is the passenger's option to choose which form of compensation they wish to receive.

12. Right to Care

In addition, a passenger who is involuntarily denied boarding due to Overbooking will be offered the following free of charge:

a. A meal voucher, if the transportation acceptable to the passenger departs more than four hours after the original departure time of the flight on which the passenger was denied boarding.

b. An overnight hotel stay and airport transfers, if the transportation acceptable to the passenger departs more than eight hours after the original departure time of the flight on which the passenger was denied boarding and involves an overnight stay, provided the passenger's travel did not start at that airport.

c. A telephone call, email or fax message to the destination point of travel.

13. Time of Offer of Compensation

a. Once compensation has been offered, and if accepted, the passenger will sign an acknowledgment of offer on the day and at the place where the denied boarding occurred.

b. In the event the Alternate Transportation departs before the acknowledgement of offer can be signed, the offer will be sent by mail or by other means within 24 hours after the time the denied boarding occurs. The passenger will, in turn, sign this acknowledgment and return it by mail to the Carrier.

Rule 105: Refusal to Transport

(A) Refusal to Transport – Removal of Passenger

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

1. **Government Requests, Regulations and Force Majeure**
   Whenever it is necessary or advisable to:

   a. comply with any government regulation; or,

   b. comply with any government request for emergency transportation; or,

   c. address Force Majeure.

2. **Search of Passenger and Property**
   When the Passenger refuses to permit a search of the Passenger's person or property for explosives or for concealed, prohibited, deadly or dangerous weapon(s) or article(s).

3. **Proof of Identity/Age**
   When the passenger refuses a request to produce government-issued identification to demonstrate proof of identity.

   The Carrier is obliged to screen each passenger by looking at the passenger, and in particular the passenger's entire face, to determine if they appear to be 18 years of age or older. If they appear 18 years of age or older, the Carrier is required to screen them by comparing the passenger, in particular their entire face, against photo identification.

   Note: See 'Government-issued identification' under Rule 1 – Definitions for identification requirements.

4. **Immigration or Other Similar Considerations** When the passenger is to travel across any international boundary, if:

   a. The travel documents of the passenger are not in order; or,

   b. For any reason the passenger's embarkation from, transit through, or entry into any country from, through or to which the passenger desires transportation would be unlawful or would otherwise not be permitted.

5. **Failure to Comply with Carrier's Rules and Regulations** When the passenger fails or refuses to comply with rules and regulations of the Carrier as stated in this tariff.

6. **Passenger's Condition**

   a. When the passenger's actions or inactions prove to the Carrier that their mental, intellectual or physical condition is such as to render them incapable of caring for themselves without assistance or medical treatment en route unless:

      i. the passenger is accompanied by an Attendant who will be responsible for assisting with the passenger's needs en route such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the Carrier; and,

      ii. the passenger complies with requirements of Rule 71, Carriage of Persons with Disabilities.

   Exception: the Carrier will accept the determination of a person with a disability as to self-reliance as per Rule 71, Carriage of Persons with Disabilities.

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

   b. When the passenger has a contagious disease.

   c. When the passenger has an offensive odour.

   d. **Medical clearance**

   When the Carrier determines, in good faith and using its reasonable discretion, that a passenger's medical or physical condition involves an unusual hazard or risk to their self or other persons (including, in the case of expectant mothers, unborn children) or property. The Carrier can require the passenger to provide a medical certificate that then may be assessed by the Carrier's own medical officer as a condition of the passenger's acceptance for subsequent travel. The Carrier may refuse transportation to the person posing such hazard or risk.

e. **Pregnant Passengers**

i. An expectant mother with a complication- free pregnancy can travel on the Carrier's flights up to the 36th week of the mother's pregnancy or up to four weeks before the mother's expected due date without a medical certificate.

ii. An expectant mother who is in or beyond the 36th week of her pregnancy must present a medical certificate, dated within 72 hours of the scheduled time of departure. The certificate must state that the physician has examined the patient, found them to be physically fit for travel by air, and provide the estimated date that the patient will give birth.

7. Failure to Provide a Suitable Escort

When the passenger requires an escort due to a mental health condition and under care of a psychiatric institution or in the custody of law enforcement personnel or other responsible authority and the necessary arrangements have not been made with the Carrier in advance of the departure of the flight.

However, the Carrier will accept escorted passengers under the following conditions when the passenger has a mental health condition and is under care of a psychiatric institution or in custody of law enforcement personnel or other responsible authority:

a. Medical authority furnishes assurance, in writing, that an escorted person with a mental health condition can be transported safely.

b. Request for carriage is made at least 48 hours before scheduled departure.

c. The escort must accompany the escorted passenger at all times.

(B) Passenger's Conduct – Refusal to Transport – Prohibited Conduct and Sanctions

1. Prohibited Conduct

Without limiting the generality of the preceding provisions, the following constitutes prohibited conduct where it may be necessary, in the reasonable discretion of the Carrier, to take action to ensure the physical comfort or safety of the person, other passengers (in the future and present) and/or the Carrier's employees; the safety of the aircraft; the unhindered performance of the crew members in their duty onboard the aircraft; or safe and adequate flight operations:

a. The person, in the reasonable judgement of the Carrier, is under the influence of alcohol or drugs (except a patient under medical care).

b. The person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent or otherwise disorderly, and, in the reasonable judgement of the Carrier, there is a possibility that the person would cause disruption or serious impairment to the physical comfort or safety of other passengers or Carrier's employees, interfere with a crew member in the performance of their duties, or otherwise jeopardize safe and adequate flight operations.

c. The person's conduct involves any hazard or risk to their self or other persons or to property.

d. The person fails to observe the instructions of the aircraft crew, including instructions to stop any prohibited conduct.

e. The person is unable or unwilling to sit in their assigned seat with the seat belt fastened.

f. The person smokes or attempts to smoke in the aircraft.

g. The person uses or continues to use a cellular phone, a laptop computer or another electronic device onboard the aircraft after being advised to stop such use by a member of the crew.

h. The person is barefoot.

i. The person is inappropriately dressed as deemed by the Carrier.

j. The person has a prohibited article or concealed or unconcealed weapon(s). However, the Carrier will carry law enforcement or armed forces personnel who meet the qualifications and conditions established under government regulations.

k. The person has resisted or may reasonably be believed to be capable of resisting escorts.

l. The person is filming, photographing, or recording images, by any electronic means, of other Passengers and/or Cabin Crew or Flight Crew without the express consent of the person(s) being filmed, photographed or recorded, or continuing to film, photograph, or record the image of other Passengers and/or Cabin/Flight Crew after being advised to cease such conduct by a member of the Cabin/Flight Crew.

m. A Passenger that presents a biohazard risk to Carrier employees and/or other passengers due to emesis (vomit), urine, feces, or other bodily fluids.

n. A passenger fails to comply with health and safety related requirements, best practices or industry standards as may be reasonably imposed by the carrier, such as when health concerns lead to requirements pertaining (but not limited to):

- temperature checks
- the wearing of protective face coverings
- respecting measures that promote social distancing.
- specific government health mandates (unless an appropriate exemption has been obtained).

2. Carrier Response to Prohibited Conduct

Where, in the exercise of its reasonable discretion, the Carrier decides that the passenger has engaged in prohibited conduct described above, the Carrier may impose any combination of the following sanctions:

a. Removal of the passenger at any point.

b. Probation: At any time, the Carrier may stipulate that the passenger is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the Carrier to provide transport to the passenger. Such probationary conditions may be imposed for any length of time which, in the exercise of the Carrier's reasonable discretion, is necessary to ensure the passenger continues to avoid prohibited conduct.

c. Refusal to Transport the Passenger: The length of this refusal to transport may range from a one- time refusal to a longer period determined at the reasonable discretion of the Carrier in light of the circumstances. Such refusal will be for a period appropriate to the nature of the prohibited conduct and until the Carrier is satisfied that the passenger no longer constitutes a threat to the safety of other passengers, crew or the aircraft or to the comfort of other passengers or crew; the unhindered performance of the crew members in their duty onboard the aircraft; or safe and adequate flight operations.

d. The following conduct will automatically result in a refusal to transport, up to a possible lifetime ban:

i. The person continues to interfere with the performance of a crew member's duties despite verbal warnings by the crew to stop such behaviour.

ii. The person injures a crew member or other passenger or subjects a crew member or other passenger to a credible threat of injury.

iii. The person displays conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs.

iv. The person repeats a prohibited conduct after receiving a notice of probation as identified in Rule 105(B)2(b).

These remedies are without prejudice to the Carrier's other rights and recourses, namely to seek recovery of any damage resulting from the prohibited conduct or as otherwise provided in the Carrier's tariffs, including recourses provided in the Carrier's frequent flyer program or the filing of criminal or statutory charges or recovery of extraordinary expenses related to the conduct.

(C) Recourse of the Passenger/Limitation of Liability

1. The Carrier's liability in case of refusal to carry a passenger for a specific flight or removal of a passenger en route for any reason specified in the foregoing paragraphs will be limited to the recovery of the refund value of the unused portion of the passenger's ticket in accordance with Rule 125(B), Involuntary Refunds.

2. A person who is refused carriage for a period of time, up to a lifetime ban, or to whom a probation notice is served may provide to the Carrier, in writing, the reasons why the person believes they no longer poses a threat to the safety or comfort of passengers or crew, or to the safety of the aircraft. Such document may be sent to the address provided in the refusal to carry notice or the notice of probation.

3. The Carrier will respond to the passenger within a reasonable period of time providing the Carrier's assessment as to whether it remains necessary to continue the ban or maintain the probation period.

Rule 110: Passenger Expenses en route

(A) General

1. Except as stated in paragraph 2 below, the fare paid for a ticket does not include the cost of any expenses the passenger may incur enroute.
2. The Carrier may reimburse reasonable passenger expenses en route which may include hotel accommodations, charges for communications, ground transfer services or meals other than those served onboard an aircraft when the passenger's flight is delayed, or when the passenger is not able to immediately travel on a connecting flight at a transfer point.
3.

Rule 115: Tickets

(A) General

1. A ticket will not be issued and the Carrier will not carry the passenger unless the passenger has paid the applicable fare.
2. Before boarding, the passenger must present the Carrier with proof that they have been issued a valid ticket for the flight. Such proof must be in the form of an itinerary/receipt, a record locator or reservation number, or boarding pass and the passenger must provide the Carrier with positive identification to be entitled to transportation. The ticket will give the passenger the right to transportation only between the points of origin and destination, and on the dates, times and via the routing shown on the ticket.
3. The ticket remains at all times the property of the Carrier which issued the ticket.
4. The Carrier does not permit the passenger to hold more than one confirmed reservation/ticket on the same departure flight/origin and destination for the same travel date.

(B) Validity for Carriage

1. General: When validated, the ticket is good for carriage from the airport of departure to the airport of destination via the route shown on the ticket, for the applicable fare class and is valid for the applicable period of time. The passenger will be accepted for carriage on the date and flight segments for which a seat has been reserved. The Carrier's agreement to accept a reservation request is subject to the availability of space. The place and date of issue are then indicated on the ticket.

(C) Upgrading (Changing from a Lower to a Higher Fare Ticket)

1. Before travel commences, a passenger may upgrade to a fare of higher value to travel to any of the Carrier's destinations in the world provided travel is in accordance with Rule 155(C)2.
2. Passengers upgrading in accordance with Rule 155(C)1 may do so provided:
   a. Ticketing and advance purchase requirements of the new fare have been met; and
   b. Travel is via the Carrier and
   c. The difference in fares has been paid.

(D) Non-transferability

A ticket is not transferable.

Note: The Carrier will not be liable to the person named on the ticket if the ticket is either presented for transportation or for a refund by another person. The Carrier will refuse transportation to any person other than the person named on the ticket.

(E) Prohibited Practices

The Carrier specifically prohibits the practice commonly known as:

Hidden City or Point Beyond Ticketing: The purchase of a fare from a point before the passenger's actual point of origin or to a point beyond the passenger's actual destination.

Use of this practice will result in the passenger's reservation being cancelled and the passenger will not be entitled to a refund.

(F) Invalidated Tickets

If the passenger attempts to circumvent any term or condition of sale or the Carrier determines that the passenger is making use of any of the prohibited practices specified in Rule 115(H), this will cause the passenger's ticket to be invalid and the Carrier will have the right to:

A. Cancel any remaining portion of the passenger's itinerary; and

B. Confiscate unused flight coupons; and

C. Refuse to board the passenger or check the passenger's baggage; and/or

D. Charge the passenger for the true value of the ticket, which shall be no less than the difference between the fare actually paid and the lowest fare for the passenger's actual itinerary.

Part IV – After Travel

Rule 120: Limitations of Liability

The Carrier shall in no way be liable to any Passenger, Air Crew, employee or other person for any special, indirect or consequential damages in respect of the Carrier's Passenger Liability.

Notwithstanding anything to the contrary contained in this Tariff, the Carrier shall not be liable to any Passenger, Air Crew, employee or other person for damages sustained by the Passenger, Air Crew, employee or other person due to the negligence, acts or omissions of that Passenger, Air Crew, employee or other person or the negligence, acts or omissions of any other person, including any other air carrier, shipper, consignee or owner, their agents, representatives or employees, as applicable.

(A) Successive Carriers

1. Transportation to be performed under one ticket or under a ticket issued with any conjunction Ticket by several successive carriers will be regarded as single operation.
2. The carrier is not responsible or liable for a passenger missing a connection flight whose ticket is not issued by the same carrier.

(B) Laws and Provisions Applicable

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

1. 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.
2. In no cases shall the Carrier's liability exceed the actual loss suffered by the Passenger. All claims are subject to proof of amount of loss.
3. The Carrier is not liable:
   - *a.* In the case of any passenger whose age or mental or physical condition, including pregnancy, presents a risk or hazard, for any damages sustained by that passenger that would not have been sustained but for that passenger's 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.

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

4. If the Baggage does not arrive on the same Flight as the Passenger, the Passenger is responsible for submitting a missing baggage claim within 24 hours.

The Carrier will:

- *a.* provide up to a maximum of $50.00/day/baggage, following the first day, for the reimbursement of essential items needed by the passenger with the provision of receipts for these items, to a total maximum of $250.00. Essential items include toiletries, medication, and clothing. Air North will not approve clothing that needs to be used immediately for work purposes or sporting events/excursions. Air North does not approve expenses related to, but not limited to, missed entertainment/sporting events/excursions/events/camping/hunting/fishing/canoeing and/or outdoor excursions, lost wages, or missed connections to airlines, trains, or cruises;
- *b.* refund any Baggage fee paid for the carriage of any lost item;
- *c.* deliver located delayed Baggage to the Passenger at their residence/hotel, or
- *d.* pay the amount of the Carrier's liability for any lost item calculated in accordance with the parts of this rule shall be referred to as 'basic carrier liability' which shall be up to 1,519 SDR including incidental expenses; or

After 21 days, provide a settlement in accordance with the following rules:

e. if no value is declared, the settlement will be for the value of the delayed Baggage or up to 1,519 SDR, whichever is the lesser, and

f. if value is declared, the settlement will be for the value of the delayed Baggage or the declared sum, whichever is the lesser. No charge shall be payable on that part of the declared value which does not exceed Basic Carrier Liability.

g. The liability limit does not apply if it is proved that the damage resulted from an act or omission of the Carrier, its servants or agents, done with intent to cause damage provided that in the case of the agent or servant it is proved that such servant or agent was performing services for the Carrier in furtherance of the contract of carriage.

h. Whether the Passenger declares value or not, in no case shall the Carrier's liability exceed the actual loss suffered by the Passenger. All claims are subject to proof of amount of loss. In the case of damage or partial loss, the person entitled to delivery must complain to the Carrier forthwith after discovery of the damage or partial loss, and, at the latest, within seven days from the date of receipt of the Baggage. In the case of delay, the complaint must be made at the latest within 21 days from the date on which the Baggage has been placed at the person's disposal. In the case of loss, the complaint must be made at the latest within 21 days from the date of Baggage should have been delivered. Every complaint, whether for loss, partial loss, damage or delay, must be made in writing and must be dispatched within the times aforesaid. Failing complaint within the times aforesaid, no action shall lie against the Carrier.

i. If the Carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom the claimant derives the claimant's rights, the Carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

j. In any event, the Carrier shall not have any Liability for any loss or claim where Passenger has made a misrepresentation regarding proof of amount of loss or the circumstances regarding submission of proof of amount of loss.

k. In the case of Unchecked Baggage, the Carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents.

l. The Carrier is liable for the damage sustained in case of destruction or loss of, or damage to, Checked Baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the Checked Baggage was in the charge of the Carrier. However, the Carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the Baggage. Further, the Carrier's liability for the destruction, loss, damage or delay of Baggage is subject to the terms, limitations and defences set forth in the Warsaw Convention and the Montreal Convention, whichever may apply, in addition to any limitation of defence recognized by a Court with proper jurisdiction over claim.

The Carrier reserves all defences and limitations available under the Warsaw Convention and the Montreal Convention, whichever may apply to such claims, whichever may apply.

Mobility aids

Note: Notwithstanding the normal carrier liability as contained in this rule, and must report any damage in 7 days to Air North after receiving the mobility aid, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid.

5. In the event that a mobility aid is lost or damaged:

a. The air carrier will immediately provide a suitable temporary replacement without charge;

b. If a damaged aid can be repaired and damage has been reported in 7 days to Air North after receiving the mobility aid, in addition to Rule 120(B)5(a), the air carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible;

c. If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours following the passenger's arrival, the Carrier will, in addition to Rule 120(B)5(a), replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

Service animals

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

(C) Limitations of Liability

1. The Carrier is not liable for destruction, loss, damage or delay of unchecked baggage arising out of or in connection with carriage or other supplementary services to carriage performed by the Carrier, unless such damage is caused by the negligence of the Carrier. Assistance offered to the passenger by the Carrier's employees in loading, unloading or transferring unchecked baggage shall be considered as complimentary service to the passenger. The Carrier is not liable for damage to such unchecked baggage incurred during, or, as a result of this service, unless such damage is caused by the negligence of the Carrier's employees.
2. The Carrier is not liable for any damages directly and solely arising out of its compliance with any laws, government regulations, orders, or requirements or from the failure of the passenger to comply with same or out of any cause beyond the Carrier's control.
3. The Carrier is liable for damage sustained in case of destruction or loss of, or of damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the Carrier. However, the Carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. The Carrier is not responsible for damaged zippers, scuffs, scratches, nicks, dents, missing straps, feet, clips and wheels, exterior tube handles or similar damage attributable to normal wear and tear from travel or use. While we always aim to handle baggage with care, Air North cannot accept responsibility for damage resulting from overpacking or exceeding weight limits, or for damage that occurs after travel has been completed.
4. The Carrier is not liable for damage to the passenger's baggage caused by contents of the passenger's baggage. Any passenger whose property causes damage to another passenger's baggage or to the property of the Carrier will compensate the Carrier for all losses and expenses it incurs as a result.
5. When the Carrier has exercised reasonable care and attention to the handling and treatment of perishable items or fragile articles, it shall not be liable for spoilage resulting from the delay in delivery of any perishable items described in Rule 55, Baggage Acceptance, nor for the damage to, or damage caused by, fragile articles described in Rule 55, Baggage Acceptance, which are unsuitably packed.
6. The Carrier may refuse to accept any articles that do not constitute baggage as this term is defined in Rule 55(A), but if these articles are delivered to and accepted by the Carrier they will be considered to be within the value of the baggage and the Carrier's limit of liability.
7. Liability of the Carrier for damage will be limited to events on its own line, except in the case of checked baggage, with respect to successive carriage, in which case, the passenger also has a right of action against the first or last Carrier involved in the transportation.
8. Any exclusion or limitation of liability of the Carrier under this tariff or under the passenger's ticket will apply to agents, servants or representatives of the Carrier who were performing services in furtherance of the contract of carriage and also to any person whose aircraft is used by the Carrier and its agents, servants or representatives who are performing services in furtherance of the contract of carriage.
9. The owner of an animal will be responsible for compliance with all government regulations and restrictions including providing valid health and rabies vaccination certificates when required. The Carrier will not be liable for loss or expense due to the passenger's failure to comply with this provision and the Carrier will not be responsible if any animal is refused transportation.
10. The completion or non-completion of a Limited Release Tag does not waive, alter, or limit the applicability of the tariff provisions relating to the packaging, acceptance, carriage, or limitation of liability for sporting equipment, including bicycles.
11. While we always aim to handle baggage with care, Air North cannot accept responsibility for damage resulting from overpacking or exceeding weight limits, or for damage that occurs after travel has been completed.

(D) Time Limitations on Claims and Actions

1. No action will be taken against the Carrier in case of loss or delay in the delivery of checked and unchecked baggage unless the passenger complains in writing to the Carrier within:

a. 21 days from the date on which the baggage has been placed at the passenger's disposal (in the case of delay); or,

b. 21 days from the date on which the baggage

should have been placed at the passenger's disposal (in the case of loss).

2. In the case of damage to checked baggage, the passenger must complain to the Carrier immediately after discovery of damage, and at the latest, within seven days from receipt of the baggage. Passenger must not dispose of their damaged baggage(s) until the damage claim (if filed by passenger) has been finalized.

3. Any claim against a Carrier will be extinguished unless an action is brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. For baggage claims, reimbursement for expenses will be based upon acceptable proof of claim.

(E) Overriding Law

If any provision contained or referred to in the ticket or this tariff is found to be contrary to an applicable law, government regulation, order or requirement, which cannot be waived by agreement of the parties, such provision, to the extent that it is invalid, shall be severed from the ticket or tariff and the remaining provisions shall continue to be of full force and effect.

(F) Modification and Waiver

No agent, servant or representative of the Carrier has the authority to alter, modify, or waive any provisions of this tariff.

(G) Gratuitous Carriage

All passengers who are transported gratuitously by the Carrier will be governed by all the provisions of this rule and by all other applicable rules of this tariff.

Rule 125: Refunds

(A) General

1. The passenger must present to the Carrier or its authorized agent the unused flight coupons of a ticket, an itinerary/receipt, a record locator, or a reservation number as satisfactory proof that the passenger has unused portions of a ticket which are eligible for refund.
2. The Carrier will make a refund to the person who purchased the ticket.
3. Acceptance of a refund by the passenger will release the Carrier from further liability.
4. In any instance where refunds are appropriate, the Carrier will process requests in a timely manner and refund the fare in the original form of payment or a Travel Credit.
   - Travel Credits are valid for one year from the original date of purchase. Future rebooking's do not extend the one-year expiry.

(B) Involuntary Refunds

1. Involuntary refunds are not subject to any restrictions contained in the applicable fare rule.
2. The amount of the involuntary refund will be as follows:
   - If, no portion of a Ticket has been used, the amount of refund will be equal to the Fare and charges paid; or
   - If, a portion of the Ticket has been used, the amount refunded to the purchaser will be the difference between the Fare paid and the Fare for transportation actually used or to be used.

(C) Voluntary Refunds

1. Voluntary refunds will be based on the applicable fare at the time of ticket issuance, and the refund will be made in accordance with any restrictions contained in the applicable fare rule.
2. Voluntary refunds will be made only by the Carrier which originally issued the ticket or its authorized agent.
3. If no portion of a ticket has been used, the refund will be full amount of the fare paid less any cancellation fee and/or service charge.
4. If a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used, less any cancellation fee and/or service charge.
5. Voluntary refund of tickets shall be made in the currency used to issue the ticket and, in the country, where the ticket was purchased, whenever possible. However, Canadian dollar refunds or refunds in the currency of the country where the voluntary refund is requested may be made at the request of the passenger provided a refund in such currency is not prohibited by local government foreign exchange control regulations.
6. Non-refundable tickets can be exchanged for a future ticket for up to one year from the ticket issue date as long as the reservation is cancelled on or before the first travel date on the ticket.

(D) Refunds in the Case of Death

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

1. Refunds in the case of death are not subject to any restrictions contained in the applicable fare rules.
2. If no portion of a ticket has been used, the amount of refund will be equal to the fare and charges paid.
3. If a portion of the ticket has been used, the refund will be equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used and will not be subject to any cancellation fee and/or service charge.

4. Refunds will only be made upon presentation of the unused coupon(s) and death certificate, or a copy duly executed by the competent authorities (i.e. those designated to issue a death certificate by the applicable laws of the country concerned), in the country in which the death occurred.
5. In the case of death of the passenger, the refund will be made to the estate of the passenger.

(E) Jury Duty

In the event the passenger is called to jury duty or subpoenaed, a full refund will apply upon presentation of jury summons or subpoena. No other document will be accepted.

(F) Refusal to Refund

The Carrier will refuse to refund the passenger's ticket if that ticket is presented for refund after its validity has expired.