

Domestic Tariff Rules

CTA (A) No. 5

Rules Applicable to Scheduled
Services for the Transportation
Of Passengers and their Baggage
Between Points in Canada

Calm Air International LP,
As represented by its general partner,
Calm Air GP Inc. c/o/b as Calm Air
(Carrier is defined as a small carrier for purposes of this Tariff)

Issued By:
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Explanation of Abbreviations, Reference Marks and Symbols

\$	Dollar(s)
(C)	Denotes Change which results in neither increases nor decreases
(I)	Denotes Increase
(N)	Denotes Addition
(R)	Denotes Reduction
(X)	Denotes Cancellation
CAD	Canadian Dollar(s)
CTA	Canadian Transportation Agency
N/A	Not Applicable
No	Number
SDR	Special Drawing Rights

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Rule 1: Definitions

“**Affected Flight**” means the flight involved in a schedule irregularity.

“**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.

“**Baggage**” means any good that is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

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

“**Boarding Area**” means the point where the passenger’s flight coupons are lifted and kept by the carrier or the point where the carrier examines the passenger’s boarding pass prior to the passenger being permitted on the aircraft.

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

“**Boarding Time Deadline**” is the time limit specified by the carrier by which the passenger must be present at the designated boarding area of their flight.

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

“**Carrier**” means Calm Air International LP, as represented by its general partner, Calm Air GP Inc. c/o/b as Calm Air.

“**Checked Baggage**” means baggage of which the carrier takes sole custody and for which the carrier issues a baggage identification tag.

“**Check-in Deadline**” is the time limit specified by the carrier by which the passenger must have completed check-in formalities and received a boarding pass.

“**Circle Trip**” means any trip conducted in a continuous and circuitous route where the point of origin is also the ultimate destination but is not a round trip because it involves more than one stopover.

“**Comparable Air Transportation**” is similar transportation provided by the carrier at no extra cost to the passenger in lieu of the passenger’s original flight reservations.

“**Destination**” means the ultimate stopping place according to the contract of carriage, as shown on the ticket. In round trip itineraries, the destination and the origin are the same.

“**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.

“**Emotional Support Animal**” is an animal which is used to provide support for an emotional disability and is required as an accommodation for a Flight.

“**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.

“**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.

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“Involuntary Refunds” means a refund of an unused ticket or portion thereof or an unused miscellaneous charges order required as a result of the carrier cancelling a flight, failing to operate a flight according to schedule, failing to stop at a point to which the passenger is destined or is ticketed to stop over, or causing the passenger to miss a connecting flight, being unable to provide previously confirmed space, substituting a different type of equipment or class of service or where, because of safety or legal requirements or the condition or conduct of the passenger, carriage is refused.

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

“Minor” means a person who has not reached his/her 17th birthday on the date that travel commences.

“Miscellaneous Charges Order (MCO)” is a document which may be used as a future travel voucher valid for 1 year from the date of issuance. This document may also, for instance, be issued for residual value of a ticket, collection of miscellaneous charges, refundable balances or compensation provided in the case of a denied boarding situation.

“Normal Fare” means the highest priced fare established for a first, business or economy class service during the period of applicability.

“Open Jaw Trip” means any trip comprising of two separate fare components with a surface break.

“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” 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.

“Person with a Disability” includes any person who, by virtue of a locomotor, sensory, intellectual, or other impairment, or a mental health condition, requires services or assistance beyond those normally offered by the carrier to meet their disability-related needs.

“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.

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

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

“Schedule Irregularities” means the following:

- a) Delays in the scheduled departure or arrival of the carrier’s flight resulting in the passenger missing his/her onward connecting flight(s) or any other delay or interruption in the scheduled operation of the carrier’s flight, or;
- b) Cancellation of flight, or omission of a scheduled stop, or;
- c) Substitution of aircraft or of a different class of service, or;
- d) Schedule changes which require rerouting of a passenger at departure time of his or her 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” means an animal that is required by a person with a disability for assistance and is certified, in writing, as having been trained by a professional service animal institution to assist a person with a disability and which is properly harnessed in accordance with standards established by a professional service animal institution.

“Special Drawing Rights (SDR)” is a form of international money, created by the International Monetary Fund, and defined as a weighted average of various convertible currencies. On December 3, 2019, 1 SDR equals 1.82 Canadian dollars.

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“**Special Fare**” means any fare other than a Normal Fare.

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

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

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

“**Traffic**” means any persons or goods that are transported by air.

“**Transfer Point**” means any point at which the passenger transfers between aircraft.

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

“**Voluntary Refunds**” means a refund of an unused or partially used ticket or an unused miscellaneous charge order (MCO) 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.

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Rule 2: Application of Tariff

(A) General

1. This Tariff is applicable to the transportation of passengers and their accompanying baggage using aircraft operated by Calm Air.
2. 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.
3. The content of this tariff constitutes the contract between Calm Air and the passenger. Should there be a conflict between this tariff and any other document issued or posted by Calm Air, this tariff will prevail.
4. No agent, employee or representative of Calm Air has the authority to alter, modify or waive any provisions of this tariff.
5. Calm Air rules, regulations and conditions of carriage as found in this tariff are subject to change without notice only when required by applicable laws, government regulations, orders and requirements.
6. Calm Air 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 make 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. Calm Air will assume no responsibility for the acts or omissions of such other carrier.

(B) Gratuitous Carriage

Calm Air reserves the right to exclude the application of all or any part of this tariff with respect to gratuitous carriage as stated in this tariff.

(C) Passenger Recourse

Any compensation offered to passengers is found in this tariff and is subject to applicable government regulations.

In the case of dispute with Calm Air, passengers should, as the first recourse, try to resolve any problem by dealing directly with Calm Air. If the passenger has attempted to resolve a complaint with the carrier and is still not satisfied, the passenger may take the matter to either the Canadian Transportation Agency or the appropriate court, as the passenger prefers.

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Rule 3: Application of Fares and Charges

(A) General

Applicable fares are those published by or on behalf of Calm Air or, if not published, constructed in accordance with Calm Air's tariff.

Fares and charges will apply only to air transportation between the points named on the ticket. Ground transfer services, unless otherwise specified in Rule 21, Ground Transfer Services, will be arranged by the passenger and at his/her own expense and are not subject to the terms of this tariff.

(B) Fares in Effect & Fare Rules

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 or more restrictive conditions of carriage (including those related to baggage) applied in the event that an increase in fares and charges occurs or more restrictive conditions are imposed between the date of ticket issuance and the date of travel, provided:
 - i. The ticket is issued with confirmed reservations from a point of origin 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 unless otherwise specified in the applicable fare rule associated with the fare.

Fare Brands:

The following chart outlines each fare Brand in addition to each fare Class within each Brand and any advance purchase that is required:

FLY	FLYflex	FLYplus	SOAR	Advance Purchase Required
YFLY	YFLEX	YPLUS	YSOAR	No
MFLY	MFLEX	MPLUS	MSOAR	Yes – 3 days
HFLY	HFLEX	HPLUS	HSOAR	Yes – 7 days
LFLY	LFLEX	LPLUS	LSOAR	Yes – 10 days
-	-	-	YECO	Yes – 14 days
NSAT	-	-	-	Yes – 14 days w/Sat stay

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Detailed Fare Rules:

	FLY	FLYflex	FLYplus	SOAR
Advance purchase required	√	√	√	X
Checked baggage included	X	√ 1 bag	√ 2 bags	√ 3 bags
Earn loyalty points	√	√	√	√
Creditable	X	√ Cancellation fees apply	√	√
Refundable	X	X	X	√
Transferable	X	√	√	√
Changes permitted within 24 hours	√ Upgrade fees apply	√ Upgrade fees apply	√ Upgrade fees apply	√ Upgrade fees apply
Changes permitted after 24 hours, up to 2 hours prior to departure	X	√ Change/Upgrade fees apply	√ Upgrade fees apply	√ Upgrade fees apply
Name changes permitted	X	√ \$75 + GST	√ Complimentary	√ Complimentary
No show penalties applied	√	√	√	√

In addition to the above, the following apply:

1. Baggage can be purchased to a maximum of 3 pieces if not included in the Fare Brand – see Rule 11 (Baggage Acceptance) for details.
2. Loyalty points are accumulated as follows:
 - FLY – 50% accumulation value
 - FLYflex – 75% accumulation value
 - FLYplus – 100% accumulation value
 - SOAR – 125% accumulation value
 - *See detailed Calm Rewards terms and conditions by visiting www.calmair.com.
3. All Calm Air fares are changeable and/or cancellable by a passenger within twenty-four (24) hours of original booking (this excludes reward travel bookings).
4. All fares displayed or quoted, are subject to change until the purchase and approval of the reservation has been received and completed by Calm Air.
5. If applicable to the fare, a change fee of \$75 + GST (CAD) will be charged in addition to any applicable upgrade fee.
6. If applicable to the fare, a name change fee of \$75 + GST (CAD), will be charged.
7. If applicable to the fare, a cancellation fee of \$75 + GST (CAD) will be charged.
8. If applicable to the fare, changes and/or cancellation is permitted, up to two (2) hours prior to departure and are subject to all applicable fees.
9. Failure to show up for a flight booked in any Brand/Class, will result in all fares, fees, surcharges, and taxes being forfeited.

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10. All monies paid to Calm Air are non-refundable (unless otherwise indicated within that fare class), If creditable for future travel, the new outbound travel must commence within one year from original date of purchase.

Seat Sales - Seat sales or promotional fares are limited on flights and limited time offers. These fares are available in FLY class only and are non-refundable and non-creditable if cancelled.

(C) Routing

1. Unless otherwise provided in this 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, Calm Air may determine the routing. *(See Rule 9, Routings)*
2. Where a fare is purchased from point of origin to the point where return travel commences, and that fare is less than a fare to an intermediate point enroute, the fare charged must be increased to at least the minimum fare applicable to any higher cost intermediate points.

(D) Taxes and Charges

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 this tariff. *(See Rule 4, Taxes)*

(E) Currency of Fares

All fares and charges are stated in Canadian dollars.

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RULE 4	TAXES	PAGE 8	

Rule 4: Taxes

1. Taxes imposed by governments are payable by the passenger and are in addition to the published or constructed fare.
2. At the time of the ticket purchase, the passenger will be advised by Calm Air of all the taxes appearing on the ticket.
3. Taxes will be shown separately on the ticket.
4. The conditions under which taxes are imposed, collected or refunded are established by the taxing authority and in all cases will be respected. As a result, Calm Air 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.

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RULE 5	METHODS OF PAYMENT	PAGE 9	

Rule 5: Methods of Payment

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

1. Credit card, where facilities permit
2. Bank debit card, where facilities permit
3. Money orders
4. Travel vouchers / travel credits, issued by Calm Air (as applicable)
5. Redeemable travel points or travel miles as per reward travel agreements

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RULE 6	CAPACITY LIMITATIONS	PAGE 10	

Rule 6: Capacity Limitations

1. A reservation for space on a given flight is valid only when the availability and allocation of that space is confirmed by Calm Air and the passenger has paid the appropriate fare and a confirmed ticket has been issued for that space.
2. On any given flight, Calm Air 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.

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RULE 7	RESERVATIONS	PAGE 11	

Rule 7: Reservations

Note: In the case of codeshare, 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 carrier operating the flight.

(A) General

General:

A reservation will be tentative only and will not be valid until the passenger has secured a confirmed ticket indicating his/her confirmed reserved space thereon.

Cancellation:

1. Calm Air will cancel the reservation of any passenger whenever such action is necessary to comply with any governmental regulation, or to comply with any governmental request for emergency transportation in connection with the national defence, or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control.
2. Calm Air is not liable when it cancels the reservation of any passenger in accordance with this rule, except to refund the value of the ticket, where applicable, in accordance with the rules governing the fare used.

(B) Cancellation of Reservations

Calm Air will cancel reservations of any passenger:

1. To comply with any government regulations; or,
2. To comply with any government request for emergency transportation; or,
3. Due to force majeure, or
4. When the passenger has failed to meet check-in, requirements set out in paragraph (E) below.

(C) 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 (E) below. Flights will not be delayed for passengers who have not completed any of these pre-boarding requirements. Calm Air will not be liable for loss or expense due to the passenger's failure to comply with this provision.

(D) Failure to Occupy Seat

If the passenger does not occupy space which has been reserved by/for him/her and the carrier is not notified of the cancellation of such reservation up to check-in cut-off, the carrier will 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 28 (C), Voluntary Refunds.

(E) Check-in Time Limits

Travel	Recommended Check-In Time*	Kiosks & Online Check-In Deadline**	Check-In & Baggage Drop Deadline***	Boarding Gate Deadline****
Within Canada	90 minutes	60 minutes	45 minutes	30 minutes

***Recommended check-in time:** To ensure that the passenger has plenty of time to check in, drop off checked baggage and pass through security, the above table sets out how much in advance of the flight's departure time the passenger should check in.

****Kiosks & Online Check-In Deadline:** Self-check-in kiosks and online check-in services will not be available to customers past the indicated deadline.

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*****Check-in and baggage drop-off deadline:** The passenger must have checked in, obtained their boarding pass and **checked all baggage** at the check-in/baggage drop-off counter before the check-in deadline for their flight.

******Boarding gate deadline:** The passenger must be available for boarding at the boarding gate by the boarding gate deadline.

If the passenger fails to meet the time limits specified in the above chart, Calm Air may reassign any pre-reserved seat and/or cancel the reservation of the passenger and the carrier may not be able to transport the passenger's baggage. Calm Air is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision.

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RULE 8	STOPOVERS	PAGE 13	

Rule 8: Stopovers

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.

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RULE 9	ROUTINGS	PAGE 14	

Rule 9: Routings

1. A routing is applicable only to the fares which are specifically associated with it.
2. A routing may be travelled via any or all of the cities named in the routing, unless otherwise restricted.
3. All or part of the applicable routing may result in non-stop travel.
4. An intermediate point(s) specified along the routing may be omitted.
5. All routings are applicable in either direction, unless otherwise restricted.

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RULE 10	FAILURE TO OPERATE ON SCHEDULE	PAGE 15	

Rule 10: Failure to Operate on Schedule

1. When a passenger who has a ticket and a confirmed reservation is delayed and/or misses a connection because of:
 - (a) a schedule irregularity such as a change in schedule of a flight, delay in arrival or departure time, omission of a scheduled stop or cancellation of a flight; or
 - (b) inability to provide previously confirmed space; or
 - (c) Cancellation of the passenger's reservation pursuant to Rule 7 (b) (*Cancellation of Reservations*); the carrier will,
 - i. transport the passenger on another of its flights on which space is available, at no additional cost to the passenger; or
 - ii. reroute the passenger only over its own lines to the destination, next stopover point or transfer point shown on its portion of the ticket, without stopover, at no additional cost to the passenger; or
 - iii. refund in accordance with Rule 28 (B), (*Refunds – Involuntary*).

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RULE 11	BAGGAGE ACCEPTANCE	PAGE 16	

Rule 11: Baggage Acceptance

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

Calm Air will 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:

Checked Baggage

1. Articles are deemed to be unsuitable for carriage as or in checked baggage unless they are capable of withstanding carriage in aircraft compartments that are not temperature controlled and/or not pressurized.
2. 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.
3. Checked baggage will be carried on the same aircraft as the passenger, unless the carrier determines that, due to operational or safety reasons (e.g., temperature limitations, weight, balance, capacity) it is impractical or unsafe to carry the baggage on the same aircraft. In the event that the combination of passengers, baggage and cargo on a flight exceed what can be practically and safely carried, Calm Air International LP will apply the following policy with respect to the removal of passengers' baggage:
 - (a) No baggage will be removed from the flight if the issue can be resolved through the removal of cargo.
 - (b) If the issue cannot be resolved through the removal of cargo, Calm Air will remove excess baggage from the aircraft.
 - (c) If the issue cannot be resolved through the removal of cargo and excess baggage, Calm Air will follow their procedure for loading and unloading priority.
 - (d) Any baggage removed from a flight will be carried to the passenger's destination no later than on the carrier's next available flight. Availability will be based on space limitations and does not guarantee the baggage will travel on the next scheduled flight.
4. In the case of delay, the carrier will take necessary steps to inform the passenger of the status of the baggage.
5. The carrier's liability for destruction, damage, loss or delay in respect of baggage is subject to Rule 27.

Note: This provision does not apply to aids for persons with disabilities.

(B) Baggage Allowance

Checked Baggage Allowance

Fare paying passengers with a valid reservation, will be permitted checked baggage based on their Fare Brand purchased as outlined below:

Fare Brand	1st Bag	2nd Bag	3rd Bag
FLY	\$25	\$50	\$75
FLYflex	Free	\$50	\$75
FLYplus	Free	Free	\$75
SOAR	Free	Free	Free

**The above amounts are displayed in CAD and subject to GST.*

The following limitations apply:

- A maximum of three (3) pieces will be accepted per passenger as part of their applicable "Checked Baggage Allowance". For the acceptance of additional pieces, please refer to "Excess Baggage" as outlined in paragraph (D).
- Maximum combined weight of all pieces must not exceed 120 lbs.
- Individual pieces must weigh no more than 50lbs.

For explanation of abbreviations and symbols, please see page X

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- Maximum outside linear dimensions must not exceed 62 in or 158 cm (L+W+H).

For carriage of additional baggage other than noted above, in addition to overweight, or oversized pieces, please refer to "Excess Baggage" as outlined in paragraph (D).

Animals accepted for transport in the baggage compartment will count towards a passenger's Checked Baggage Allowance. The applicable Pet in Baggage charge will apply in lieu of a baggage fee – please see limitations and fees outlined in Rule 20, paragraph (B).

Reservations Booked Prior to November 16, 2020:

Please note the checked baggage allowance based on **Fare Brand** will apply to all reservations booked on November 16, 2020 or onward. For reservations booked prior to November 16, 2020, the previous "free baggage allowance" will apply as follows:

- 100 series flights – maximum two (2) pieces of baggage not to exceed combined weight of 70 lbs and maximum outside linear dimensions not to exceed 62 in or 158 cm. Each bag must weigh 50 lbs or less.
- 200 and 300 series flights – maximum three (3) pieces of baggage not to exceed combined weight of 120 lbs and maximum outside linear dimensions not to exceed 62 in or 158 cm. Each bag must weigh 50 lbs or less.

*New "**Excess Baggage**" limitations and charges will apply to all passengers as outlined in paragraph (D).

Carry-On Baggage

Carry-on baggage must be within Calm Air's size and weight limits to be taken onboard the aircraft and must fit under the seat located in front of the passenger or in the enclosed storage compartment in the passenger cabin of the aircraft (overhead bin). Each fare paying passenger is permitted:

Carry-on Allowance	Max. Combined Weight	Max. Combined Dimensions
2 pieces	20 lbs	10inx12inx8in (25cmx40cmx30cm)

Examples of acceptable carry-on items may include briefcases, laptop computers, diaper bags, camera bags and other similar items. Space permitting and if able to be safely stowed, additional items may be permitted in the cabin such as:

- Small cameras, coats, and purses
- Medication bag
- A cane, an urn, containers carrying life-sustaining items (such as CPAP) or other similar items

If a passenger exceeds the maximum number of bags permitted and/or the maximum weight allowed for each bag or the maximum dimensions permitted for each checked or carried on bag, the passenger will be subject to the excess baggage charges set out in paragraph (D).

Note: This provision does not apply to aids for persons with disabilities.

(C) Collection and Delivery Baggage

1. The passenger has the right to retrieve his or her baggage without delay.
2. 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.
3. If the passenger claiming the checked baggage is unable to produce his/her 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.
4. Acceptance of the baggage without complaint 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.

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(D) Excess Baggage

Baggage in excess of the “**Checked Baggage Allowance**” will be accepted for travel subject to payment of the applicable charge which must be paid prior to departure at the point of check-in.

Note: This provision does not apply to aids for persons with disabilities.

Excess baggage charges are as follows:

Excess Bag #1	\$100 + GST
Excess Bag #2	\$100 + GST
Overweight Bag (51-70 lbs)	\$100 + GST
Oversized Bag (62-115 in)	\$100 + GST

**The above amounts are displayed in CAD.*

The following limitations apply:

- A maximum of 2 excess pieces per passenger, will be accepted in addition to the checked baggage allowance per fare purchased - see paragraph (B). Any additional baggage must be shipped as cargo.
- Any individual piece exceeding 70 lbs (32 kg) or 115 inches (292 cm) in total linear dimensions or 80 inches (203 cm) in length will not be accepted as checked baggage and must be shipped as cargo.

(E) Valet Baggage

Calm Air offers Valet service on select flights in Manitoba. Valet, or carry-out service, allows passengers access to their item up to the point of boarding the aircraft and immediately upon deplaning.

Valet items must be presented for weighing and tagging at check-in counters and are not to exceed standard carry-on limitations for weight and size. Customers checking in online must present their valet for weighing and tagging prior to check-in cut off (45 minutes prior to departure).

Valet items are stowed in the baggage compartment of the aircraft and are therefore included as a passenger’s Checked Baggage Allowance.

Valet service is not available in stations North of Churchill and is subject to the type of aircraft operating the flight.

(F) Musical Instruments

Calm Air will allow musical instruments to be transported as carry-on, valet or checked baggage permitting items meet the following requirements.

Carry-On

Musical instruments may be carried onboard providing they meet Calm Air’s carry-on size and weight requirements.

Checked Baggage/Valet

Musical instruments may be valet’d (on select routes) and/or accepted as checked baggage, as long as they are properly packed and meet Calm Air’s applicable size and weight requirements.

Packing Requirements:

- Instruments must be properly packed in a rigid and/or hard sided case specifically designed for shipping.
- When a stringed instrument is transported by air, it may be exposed to dramatic changes in temperature and pressure, which can cause its headstocks to crack or snap off. To prevent possible damage, it’s the passenger’s responsibility to ensure that the strings are loosened so that the tension is reduced.

Limited Release

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Calm Air will accept instruments as valet and/or checked baggage if they are not packaged properly (i.e. a soft sided case) provided the passenger agrees to sign an LRT (Limited Release Tag) which releases Calm Air of any liability. If a musical instrument is transported as a Limited Release item, claims will not be processed or paid for any expenses associated with damage and/or loss of limited release items. The instrument must always meet Calm Air's size and weight requirements.

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Liability

Should musical instruments require repair and/or replacement during travel, where the damage or loss is the result of mishandling by Calm Air, and the instrument(s) was packaged properly, the maximum liability paid out will not exceed approximately \$2,400.00 CAD (or 1,288 SRD's – special drawing rights). Any such claim must include proof of original receipt or a professional appraisal. If the passenger declares the monetary value is greater than Calm Air's maximum liability, the instrument is required to be shipped through Cargo where a declared value can be established.

(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, shape or character, for example, perishable items, or unsuitably packed fragile items.
4. Live animals except as provided in Rule 20, Acceptance of Animals (Service Animals 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 but MUST be unloaded, packed in a locked hard-sided container, and declared to the air carrier at check-in. The carriage of ammunition is subject to the ICAO and IATA regulations mentioned in 2 above.
6. The passenger shall not include in their 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.
8. 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.
9. Weapons such as antique firearms, swords, knives and other similar items may be accepted as checked baggage at the carrier's discretion, provided they are suitably packed.

(G) Right to Refuse Carriage of Baggage

1. Calm Air will refuse to carry as checked baggage any bag that the carrier has discovered to contain any unacceptable item mentioned above and when the passenger fails to provide the carrier with prior notice that they wish to carry such an item in their baggage.
2. Calm Air will, at its sole discretion, refuse to carry any baggage because of its size, shape, weight or character.
3. 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.

Note: This provision does not apply to aids for persons with disabilities.

(H) Right of Search

Calm Air may request the passenger to permit a search to be conducted of his/her person and baggage. Calm Air may search baggage 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 mentioned as unacceptable above or any arms or ammunition which have not been presented to the carrier. If the passenger refuses to comply with the request for search, Calm Air may refuse to carry the passenger and/or his/her baggage.

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RULE 12	ACCEPTANCE OF CHILDREN FOR TRAVEL	PAGE 21	

Rule 12: Acceptance of Children for Travel

(A) General

Infants

1. Infants under two (2) years of age on the date of travel do not require a seat.
2. Infants under two (2) years of age do not require a ticket.
3. Only one infant under the age of two (2) years may be held in the lap of an accompanying passenger 16 years of age or older.
4. 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).
5. An infant under two years of age at the time of departure but reaching his/her second birthday during the continuing/return flight(s) will require a seat and must pay the applicable fare for the continuing/return flight(s).
6. Infants under two years of age occupying a seat must be properly secured in a Transport Canada approved child restraint device.

Children

1. All children, two years of age or older, must be ticketed and assigned a seat.
2. All children, 12 years of age or older, will be able to travel unaccompanied without supervision and will be considered to be an adult for fare purposes, and will be charged the applicable adult fare.
3. All children, 16 years of age or older, may accompany other infants and children under 12 years of age.

(B) Acceptance of Infants and Children

Age	Accepted	Conditions
1 day to 23 months (infant)	Yes	Only one infant is permitted per adult passenger. The infant may travel free of charge when the infant is held on an accompanying adult's lap. An infant for whom a seat is purchased must be properly secured in an approved child restraint device and will be assessed the applicable fare.
2 to 11 years old (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, when accompanied by a ticketed passenger 16 years of age or older for the entire trip. These passengers must be either supervised by a passenger of 16 years or older or use the carrier's unaccompanied minor services. The use of an approved child restraint device is optional for children age two and up.
12 years and older	Yes	These passengers are considered to be adults for the purpose of air travel and will pay the applicable adult fare. These passengers are eligible to travel unaccompanied and unsupervised.

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(C) Seating of Children (Under Age 14)

1. Calm Air will accommodate the seating of children under the age of 14 with their accompanying passenger at no additional cost.
2. Accompanying passenger must be sixteen (16) years of age or older.
3. Preboarding is available to ensure passengers are seated together, as long as passengers are present for preboarding at the boarding gate 30 minutes prior to flight departure.
4. To request preboarding in advance, please speak with a Reservation or Check-in Agent prior to travel.
5. Children under the age of fourteen (14) will be seated near their accompanying passenger at no additional cost as follows:

Aged 2 to 5:	In a seat adjacent to their accompanying passenger.
Aged 5 to 11:	In the same row and separated by no more than one seat from their accompanying passenger.
Aged 12 to 13:	Separated by no more than a row from the accompanying passenger.

*Children are **NOT** permitted to sit in an emergency exit row.

*Accompanying passenger must be 16 years of age or older.

(D) Fare for Children

A discount of 10% off the **FLYFlex** fare or higher is available to passengers age two (2) to eleven (11) years. This excludes travel booked on the FLY fare class. The child's date of birth (DOB) must be entered into the passenger's reservation to verify their eligibility.

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RULE 13	UNACCOMPANIED MINORS	PAGE 23	

Rule 13: Unaccompanied Minors

Children between the ages of five (5) and eleven (11) years who are not travelling with a passenger at least sixteen (16) years of age or over, are designated as Unaccompanied Minors. Children under the age of five (5) years will not be carried unaccompanied.

Unaccompanied Minors will be transported on Calm Air flights, provided the below requirements are met.

(A) Travel Requirements

1. Arrangements and registration for the UMNR Service must be made at least 24 hours prior to departure.
2. A service charge of \$100 CAD plus GST will be charged each way and payable at the time of booking.
3. The minor must be brought to the airport of departure (at least 90 minutes prior to departure), by a guardian who remains with the minor until Calm Air takes over supervision at time of boarding. The guardian will complete all the required documents which include providing the carrier with satisfactory evidence that the minor will be met by another parent, guardian, or other responsible adult at connection point(s) and upon arrival into destination. The guardian who will be meeting the unaccompanied minor at the connection point(s), and/or airport of arrival must have photo identification which will allow the carrier's personnel to identify this person as the appropriate person designated to meet the minor.
4. The guardian will be required to remain at the airport of departure until the aircraft has departed.
5. In case of emergency, the guardian must provide Calm Air with the name and phone number of a person who can be contacted during the time the minor is in the carrier's care.
6. Unaccompanied minors aged five (5) through eleven (11) years old will not be accepted if the flight on which the minor holds a confirmed reservation is expected to terminate short of, or bypass the minor's destination.
7. Once the minor is under Calm Air's care, the minor will be provided supervision by the Carrier until he/she is met at destination by a guardian (with exception to transfer points).
8. Confirmed reservations must be booked for unaccompanied minors. Standby travel is not permitted.
9. Unaccompanied minors will not be permitted to travel when weather advisory has been issued by Calm Air.
10. Travel will be permitted on flights with a connection point of less than 2 hours between flights only if a guardian meets the minor upon arrival into the connection point and takes responsibility for the minor until the next flight departs. Valid identification for the guardian applies.
11. Minors that require assistance in taking required medication, who have an allergy that requires them to carry an epinephrine auto-injector, who require a special service code (SSR) of DEAF or BLND, or have a disability that may hinder their success if they are not travelling with a familiar guardian will not be accepted for travel unaccompanied.
12. A minor will not be accepted for transport where they have previously caused an onboard issue, for reasons including behavioral, emotional, or medical, where intervention by the flight crew or a diversion resulted.
13. Children under the age of five (5) years, will not be carried unaccompanied.

(B) Carrier's Limited Responsibility

With the exception of the service specifically provided to an unaccompanied minor in this rule, Calm Air will not assume any financial or guardianship responsibilities for the unaccompanied minor beyond those applicable to an adult passenger.

For Children travelling unaccompanied in above paragraphs there will be a fee of \$100.00 CAD plus GST each way, which is collected at the time of booking. This fee is non-refundable and plus applicable taxes.

Infants under the age of 2 years will be carried free of charge when an adult is securing the infant on his/her lap. An adult travelling with an infant may, at his/her discretion, reserve an adjacent seat for the purpose of the installation of an infant restraint device that is approved for aircraft use. The charge for the seat will be the available fare at the time of booking.

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RULE 14	CARRIAGE OF PREGNANT WOMEN	PAGE 24	

Rule 14: Carriage of Pregnant Women

Any passenger with a normal pregnancy and no previous history of premature labor may travel up to and including the 35th week without medical clearance. Medical clearance in the form of written confirmation is required for all pregnancies after the 35th week, stating the passenger is able to travel and that the seat belt will not cause injury to the unborn child. Travel between 39 - 40 weeks is not permitted.

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RULE 15	FARE FOR SENIORS	PAGE 25	

Rule 15: Fare for Seniors

A discount of 10% off the **FLYFlex** fare or higher is available to passengers 55 years of age or older. This excludes travel booked on the FLY fare class. The senior's date of birth (DOB) must be entered into the passenger's reservation to verify their eligibility.

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RULE 16	FARE FOR COMPASSIONATE TRAVEL	PAGE 26	

Rule 16: Fare for Compassionate Travel

A discount of 75% off a **YFlex** fare only, will be available for round trip travel, given to a passenger traveling due to a death in the family, or when a family member is in a life-threatening situation.

In the case of a death in the family, the following must be provided at the time of booking a reservation:

1. Name and relationship of the deceased immediate family member and
2. A copy of the death certificate and/or
3. The name, address and phone number of the doctor filing the death certificate, or
4. The name, address and phone number of the memorial/funeral home for the deceased family member.

In the case of an immediate family member in a life-threatening situation:

1. Name and relationship of the patient (immediate family member and
2. A statement on official letterhead by the attending physician stating that the situation is life threatening (must include the name, address and phone number of the physician or hospital).

In the case of a compassionate refund request after travel, the passenger must request the refund through Calm Air's Passenger Solutions Manager.

Eligibility:

- Spouse (legal, common-law, or same sex)
- Child (including adopted and step), grandchild or great grandchild
- Parent (including step, in-law, and common-law in-law), grandparent or great grandparent
- Sibling, or sibling-in-law (includes common-law in-law)
- Aunty/uncle and those of spouse/common-law
- Niece/nephew
- Legal guardian and spouse

Definition of Life-Threatening Situations (Imminent Death):

- Patient is in intensive care
- Heart attack patient
- Final stages of cancer – travel is permitted more than once
- Serious accidents
- Hospitalization includes admission to a hospice or other facility when recommended by a doctor and preceded by a hospital stay due to imminent death

*The compassionate travel discount does not apply to illness which is not life-threatening or for the purpose of settling an estate.

Rules of Compassionate Travel:

- Applies from point of origin to closest airport served by Calm Air.
- Valid system-wide on Calm Air's selection of routes.
- Valid on round trips only. While open returns are not eligible, changes to return flights are permitted at no extra charge.
- Not valid with any other discount or promotion.
- Compassionate discount valid on Calm Air flights only (does not apply to Code Share flights).
- Compassionate discounts are only available by calling our Reservations team at 1-800-839-2256.

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RULE 17	EXTRA SEATING NEEDS	PAGE 27	

Rule 17: Extra Seating Needs

A passenger may require an additional seat for comfort under the following circumstances:

1. They are disabled by obesity
2. They are a "Customer of Size" and wish to have additional seating for their comfort
3. They would like to simply block off the extra space onboard (possibly for work purposes)

(A) Extra seats required for Special Seating Needs:

Calm Air will provide extra seating free of charge to passengers who require extra seating due to disabling obesity. Calm Air does not provide extra seating free of charge to passengers who are not disabled as a result of obesity. Customers, who are not eligible for a free extra seat, have the option to purchase one for comfort (see below).

To request extra seating at no additional charge:

1. Customers must contact Calm Air Reservations (1-800-839-2256) directly to request the additional seating.
2. The passenger must provide a letter from their licensed physician, dated within one year of the passenger's departure date. The letter must confirm:
 - i. The passenger is disabled as a result of obesity
 - ii. The extra seating is required for travel
 - iii. The person who prepared the document is a licensed physician – including type of license; and
 - iv. The passenger is currently under the care of the licensed physician who prepared the document

(B) Extra seats purchased for Customers of Size:

1. A discount of 50% off a **YFlex** fare, will be offered to customers who wish to purchase an additional seat for their own comfort.
2. Seats are refundable if two or more unsold seats are available on the aircraft at departure time. There are no penalties on this extra seat (cancellation fee does not apply).
3. Payment for extra seat purchased by a credit card may be refunded upon check-in if it is obvious the flight has no chance of filling up.
4. Should it be determined that the flight may possibly fill up, the passenger is to contact the Calm Air Passenger Solutions Manager to request their refund following travel.

(C) Extra seats purchased for extra space onboard:

1. ARE NOT refundable.

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RULE 18	CARRIAGE OF PERSONS WITH DISABILITIES	PAGE 28	

Rule 18: Carriage of Persons with Disabilities

(A) Acceptance for Carriage

Calm Air will make every effort to accommodate a person with a disability and will not refuse to transport a person solely based on his/her disability. Calm Air will provide curbside to curbside assistance as required.

In instances when refusing transportation to a person with a disability is necessary, upon request, the carrier will provide a written explanation to the person for the decision to refuse carriage.

(B) Acceptance of Declaration of Self-Reliance (Self-Determination)

Except for applicable safety-related rules and regulations, Calm Air will accept the determination made by or on behalf of a person with a disability as to self-reliance (self-determination). Once advised that he or she is "self-reliant," the carrier shall not refuse such passenger transportation on the basis that the person with a disability is not accompanied by a personal attendant or based on the assumption that the passenger may require assistance from carrier 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.

(C) Medical Clearance

Calm Air will not automatically require a medical clearance for persons with disabilities as a condition of travel. Rather, Calm Air 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 ability to evacuate the aircraft, assistance with eating, using the washroom facilities, or that of other passengers is in question. Where Calm Air refuses to transport a passenger for such reasons, a written explanation may be provided upon request. When medical clearance is required, a 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 documentation from the person's physician or healthcare professional).

(D) Accessible Seating

The carrier will provide the person with a disability with the most accessible seat on the aircraft. The carrier will consult with the person to determine which seat is the most accessible to meet specific disability-related needs. For safety/security reasons some seats may not be available. Persons with disabilities and their attendants, who will meet the persons' disability-related needs, will be seated together.

(E) Acceptance of Aids

1. The carrier will carry as priority baggage, in the cabin where possible, the following mobility aids: In addition to the regular free publication/baggage allowance, the carrier will accept the following mobility aids as priority checked publication/baggage without charge:
 - (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 better; and
 - (e) any prosthesis or medical device.
2. Where the aircraft design does not permit the carriage of the aid, the carrier will advise the person with a disability of alternate transportation arrangements that the person may make to transport the aid, or to travel with the aid.
3. Providing the aircraft can carry the aid, the carrier will:
 - (a) assist with disassemble and packaging, where necessary, the aid for transportation; and assist with re-assemble the aid upon arrival; and
 - (b) return the aid promptly upon arrival.
4. Where the facilities, the tarmac, and the weather conditions permit, the carrier will allow a manually operated wheelchair to be used to reach:
 - (a) the boarding gate;

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- (b) the stairs of the aircraft; or
- (c) the door of the aircraft (for aircraft accessible via a boarding system).

Note: For provisions related to limitations of liability regarding loss of, damage to, or delay in delivering mobility aids, refer to Rule 27.

(F) Acceptance of Service and/or Emotional Support Animals

The carrier will accept for transportation, without charge, a Service or Emotional Support Animal required to assist a person with a disability. Please refer to "Rule 20 – Acceptance of Animals" for a full list of travel guidelines.

Note: For provisions related to limitations of liability regarding Service Animals, refer to Rule 27.

(G) Medical Oxygen and Portable Oxygen Concentrators

If the use of oxygen is required onboard for medical reasons (oxygen cylinder or Portable Oxygen Concentrator), you must contact Calm Air a minimum of 48 hours prior to travel to discuss your needs, so that we can ensure all conditions are met and travel documents are in order (limitations do apply to the number of passengers and cylinders permitted per flight). The following requirements apply:

1. Documented Medical Approval:

- Passengers travelling with an oxygen cylinder and/or Portable Oxygen Concentrator must have a doctor's certificate or authorization from a Health Authority stating the passenger's condition permits travel. Please note: This document must have been issued in the current year of travel.
- Additional documentation may need to be completed/provided if your flight is operated by another carrier.
- All applicable medical documentation is required at time of booking.

2. Gaseous Oxygen Cylinder Acceptance:

Calm Air allows passenger supplied "Medical" oxygen onboard and will permit a maximum of two (2) oxygen cylinders in the cabin of all aircraft on domestic flights only. This may include two (2) passengers with one (1) cylinder each or one (1) passenger with two (2) cylinders. Only cylinders that meet the below criteria will be accepted for use onboard:

Cylinder Model	D	E
Capacity	420 litres (15.3 feet ³)	690 litres (24.9 feet ³)
Diameter	11 cm (4.5 inches)	11 cm (4.5 inches)
Height	43 cm (17 inches)	66 cm (26 inches)
Weight	7.7 kg (17 lbs)	13.6 kg (30 lbs)

- Cylinders must be in good condition – displaying no signs of visible damage.
- Passengers and/or their escort(s) must be able to operate their oxygen cylinder.
- Oxygen may not be checked as baggage under any circumstance.

3. Portable Oxygen Concentrators (POCs):

Calm Air will allow passengers to carry on a Portable Oxygen Concentrator if they require supplemental oxygen during flight. POCs must comply with carry-on regulations and be able to be safely stowed in the aircraft cabin.

The following POC units are permitted on Calm Air:

- AirSep LifeStyle (5.5 x 7.25 x 16.3 inches)
- Inogen One (12.39 x 6.00 x 11.62 inches)
- AirSep Freestyle (8.6 x 6.1 x 3.6 inches)
- Respironics EverGo (8.5 x 6.0 x 12.0 inches)
- Sequal Eclipse (19.3 x 12.3 x 7.1 inches)

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In addition, the following apply:

- The portable oxygen concentrator must be in good condition and free from damage or other signs of excessive wear or abuse.
- The unit may only be used in battery operated mode; extra batteries must be packaged for carry-on in a manner that will prevent a short circuit.
- Passengers and/or their escort(s) must be able to operate the equipment and must ensure they have sufficient battery power for the duration of their flight(s).

(H) Allergies

Calm Air does allow small, domestic household pets in the aircraft cabin. Although we will do our best to minimize allergens by keeping animals contained throughout the flight, our aircraft is a public space and therefore, we cannot guarantee an allergen-free environment.

Calm Air does not serve peanuts onboard, however, we may occasionally serve other snacks that contain nuts as part of their ingredients, and we cannot prevent other passengers from bringing items containing nuts onboard. If you do have a severe allergy that we need to be aware of, please contact our Reservations team, and we will do our best to accommodate your needs.

(I) Services to be Provided

Calm Air will provide curbside to curbside assistance as required. If requested at least 48 hours before the scheduled time of departure of the person's flight, the carrier will provide the following assistance:

- (a) registration at the check-in counter;
- (b) proceeding to the boarding area;
- (c) boarding and deplaning;
- (d) stowing and retrieving the person's carry-on baggage;
- (e) retrieving the person's checked baggage;
- (f) transferring the person:
 - i. between: the person's own wheelchair, scooter or other mobility aid and: a wheelchair, boarding chair or other mobility aid provided by the carrier.
 - ii. between: a wheelchair, boarding chair or other mobility aid and: the person's passenger seat.
- (g) assisting the person, other than by carrying the person, in moving to and from an aircraft washroom, including assisting the person in using an on-board wheelchair where one is available;
- (h) serving special meals, where available, and providing limited assistance with meals such as opening packages, identifying items and cutting large food portions;
- (i) inquiring periodically about the person's needs when persons in wheelchairs who are not independently mobile are awaiting a flight after check-in, when in transit between flights and during the flight;
- (j) assembling and disassembling of mobility aids; and
- (k) proceeding to the general public area or to a representative of another carrier.

If the request for these services is not made within 48 hours of the designated departure time, the carrier will make a reasonable effort to provide the services.

(J) Boarding and Deplaning

Where a person with a disability requests assistance in boarding or seating or in stowing carry-on baggage, Calm Air will allow the person, upon request, to board the aircraft in advance of other passengers if passengers present themselves for boarding no less than 30 minutes prior to flight departure and where time permits. Calm Air 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 requested assistance.

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RULE 19	PEACE OFFICER(S) AND PASSENGERS UNDER ESCORT	PAGE 31	

Rule 19: Carriage of Peace Officer(s) and Passengers under Escort

Canadian Peace Officers, who require access to their firearm immediately before, during, or after the flight, may carry an **UNLOADED** firearm onboard an aircraft. The law enforcement authority, under which jurisdiction the Peace Officer falls, is responsible for informing the officer of Calm Air's procedures.

(A) Peace Officers must ensure the following:

1. Calm Air must be notified of travel at least 2 hours prior to flight time.
2. The officer must present official identification to the check in agent. Proper credentials include identification issued by the organization employing the peace officer that consists of the officer's clear, full-facial picture, the individual's signature and the signature of an authorized representative of the organization employing the peace officer. A badge, shield or similar device may not be used as a **sole** means of identification.
3. They **MAY NOT** carry mace, tear gas, or similar incapacitating gas-generated devices onboard the aircraft (not permitted to be carried on or checked in their baggage).
4. The applicable declaration form must be completed upon check-in.

(B) Escort Officers must ensure the following in addition to the above mentioned:

1. Calm Air requires written notice of persons in the custody of an Escort Officer at least 2 hours prior to flight departure. This notice must include the following:
 - a. The identity of the Escort Officer and the person in custody,
 - b. Reason why the person in custody requires an escort,
 - c. Level of risk that the person in custody represents to the safety of the public,
 - d. Flight on which the person in custody will be transported.
2. The officer must ensure that the passenger(s) under escort have been searched and do not carry contraband, or any potentially dangerous items onboard.
3. Passenger(s) under escort may not be permitted to leave their seat(s) without being escorted.
4. Whenever possible, the escorting officer and his/her passenger(s) must board in advance of other passengers and remain seated until all other deplaning passengers have left the aircraft.
5. Keep in their possession all documentation pertaining to the passenger(s) under escort.

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RULE 20	ACCEPTANCE OF ANIMALS (SERVICE AND PETS)	PAGE 32	

Rule 20: Acceptance of Animals (Service/Emotional Support Animals and Pets)

Note: In the case of codeshare, passengers are advised that the acceptance of animals' rules applicable to their transportation are those of the carrier identified on your ticket and not of the carrier operating the flight.

The carrier will agree to carry animals subject to the following conditions:

(A) General

1. Customers must contact Calm Air Reservations a minimum of 48 hour prior to travel to make arrangements for the carriage of any animal.
2. Calm Air will accept for carriage animals/pets such as domestic dogs, cats, household fish, birds, rabbits, gerbils, guinea pigs and hamsters, as either checked or carry-on baggage provided the animal(s) is/are accompanied by a passenger, in compliance with the IATA Live Animal Regulations.
3. Animals must be contained in a clean, leak/escape proof kennel with adequate space for the comfort of the animal. The kennel must be approved by the carrier.
4. **Note:** This provision does not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers.
5. An animal and its kennel will not be included in the passenger's free baggage allowance. Excess baggage charges will apply, and the passenger will be obliged to pay the applicable charges.
 - (a) **Note:** This provision does not apply to Service or Emotional Support Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers. Service and Emotional Support Animals will be carried free of charge.
6. 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.

(B) Animals as Checked Baggage (Pet in Baggage)

Animals accepted for transport in the baggage compartment will count towards a passenger's Checked Baggage Allowance.

1. The charge for transportation of the animal and container/kennel as checked baggage is \$75.00 + GST CAD when combined weight of pet + kennel is 70 lbs or less; charge is \$150.00 + GST CAD when the combined weight of pet + kennel exceeds 70 lbs. Additional baggage fees as outlined in Rule 11 do not apply in addition to the pet in baggage fee.
2. Unaccompanied pets must be shipped through cargo. Rates are based on weight and volume of the combined animal and kennel.

Note: This provision does not apply to Service and Emotional Support Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers.

(C) Animals as Carry-on (In the Cabin)

1. Only one kennel per person is permitted.
2. The number of animals carried in the passenger cabin is limited to 2 animals per flight.
3. The maximum size permitted for the in-cabin animal container/kennel is 16 inches x 12 inches x 10 inches
4. The maximum allowable weight for both the animal and in-cabin pet container/kennel must not exceed 20 lbs.
5. The in-cabin container/kennel must be stored under the seat directly in front of the passenger.
6. The in-cabin animal and container/kennel may be carried in lieu of unchecked baggage (carry-on baggage).
7. The animal must remain in the container/kennel for the entire duration of the journey.
8. If the container/kennel exceeds the maximum size and/or maximum weight mentioned in 3. and 4. above, passengers will require to tender the animal as checked baggage.

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9. The carrier may request a passenger with an in-cabin animal to change seats after boarding to accommodate other passengers.

10. **Charges:** The charge for transportation of an animal is a one-way charge \$75 CAD plus GST.

Note: This provision does not apply to Service and Emotional Support Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers.

(D) Service Animals

The carrier will accept for transportation, without charge, a Service Animal required to assist a person with a disability, provided the animal is certified in writing, as being trained by a professional service animal institution.

1. The animal must be properly harnessed and must remain on the floor (at the passenger's feet) in an area where the person can still exercise control over the animal.
2. A registered certificate, identification card and/or other written documentation from the professional training institute is required as verification that the animal is a certified service animal.

(E) Emotional Support Animals

Emotional support animals are defined as dogs only, which provide support for a mental or emotional disability, and are required as an accommodation for a passenger's air travel. Emotional support animals may be carried in the passenger cabin as follows:

1. Only dogs will be permitted as emotional support animals exceeding no more than 20 lbs;
2. They must be providing support for a mental or emotional disability;
3. Only one emotional support dog will be permitted per guest, properly leashed and/or harnessed, and is not to be tied to any part of the aircraft;
4. The passenger may not sit in an exit row or block any emergency exit;
5. The dog may sit on the passenger's lap leashed and/or harnessed, for all phases of flight provided the dog is no larger than 15 lbs (the average size of a child under the age of 2), and may not occupy an empty seat at any time;
6. The dog may travel at the passenger's feet, or in a kennel underneath the passenger's seat;
7. The emotional support animal must accompany the passenger to the lavatory if needed, and may not be left unattended;
8. The dog must behave in such a manner that it will not run freely, bark, bite or show any kind of aggression; and
9. The dog must be in control of its bodily functions for the duration of the flight
10. The passenger requiring the assistance of an emotional support animal, must present a letter from their licensed mental health professional (e.g. a psychiatrist, psychologist, or licensed clinical social worker), dated within one year of the passenger's departure date. The letter must be on the attending mental health professional's letterhead, and must confirm:
 - (a) The passenger has a mental or emotional disability recognized in the DSM IV (Diagnostic and Statistical Manual of Mental Disorders – Fourth Edition). The letter does not have to state the disability itself.
 - (b) The emotional support dog is needed for emotional or psychiatric support during travel and/or at destination required accommodation for air travel.
 - (c) The type of license held by the mental health professional and the jurisdiction in which it was issued. The person who prepared the document is a licensed mental health professional; and
 - (d) The passenger is currently under the care of the licensed mental health professional who prepared the document.
 - (e) The letter must also provide information on the mental health professional's license (i.e. type of license, date issued, and issuing authority).

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(F) 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. Calm Air 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. Calm Air, 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.

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RULE 21	GROUND TRANSFER SERVICES	PAGE 35	

Rule 21: Ground Transfer Services

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

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RULE 22	SCHEDULE IRREGULARITIES	PAGE 36	

Rule 22: Schedule Irregularities and Disruptions

(A) Applicability

1. This rule applies to all passengers irrespective of the type of fare on which they are travelling.
2. This rule refers to schedule changes, flight delays, flight cancellations and tarmac delays.

(B) General

1. Calm Air will make all reasonable efforts to transport the passenger and his/her 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. Calm Air 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 Calm Air by any statement or representation regarding the dates or times of departure or arrival, or of the operation of any flight.
3. Calm Air will not guarantee and will not be held liable for cancellations or changes to flight times that appear on passengers' tickets due to force majeure. However, in the case of international transportation, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay.
4. Calm Air 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.
5. It is always recommended that the passenger communicate with the carrier either by telephone, electronic device, via the carrier's Web site or to refer to airport terminal displays to ascertain the flight's status and departure time.
6. In the case of schedule irregularities, the carrier will give priority for assistance to any person with a disability and unaccompanied minors.

(C) Communication

1. Calm Air will keep passengers regularly informed if there is a flight disruption and will provide passengers with flight status updates every 30 minutes until a new departure time has been set.
2. The information will be given as soon as possible and will include the nature of the disruption and the compensation and/or standard of treatment to which they may be entitled for the inconvenience (if applicable).
3. Information will be provided through the following means:
 - (a) An audible announcement;
 - (b) Website Flight Status display;
 - (c) Flight information display screens in airports where applicable; and
 - (d) Preferred method of communication within the existing options provided by Calm Air for passengers with disabilities.

(D) Categories of Flight Disruptions

The following is a summary of the 3 categories of flight disruptions as defined by the Canadian Transportation Agency. The examples below each category are not exhaustive lists.

1. **Controllable** (commercial/operational situations within airline control):
 - (a) Overbooking flights;
 - (b) Consolidating or cancelling flights with low passenger demand;
 - (c) Similar actions aimed at maximizing revenue;
 - (d) Staff/flight crew scheduling and availability;
 - (e) Flight preparation activities (aircraft grooming, baggage loading, aircraft fueling);

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(f) Routine or scheduled maintenance (including subsequent repairs or required activities).

2. **Controllable but required for safety** (situations required by law to reduce risk to passengers' safety):

- (a) Unexpected aircraft malfunctions not identified during routine maintenance that may compromise safety;
- (b) Safety decisions made within the authority of the pilot of the aircraft or any decision made in accordance with a safety management system but does not include scheduled maintenance in compliance with legal requirements;
- (c) Safety decisions made by the Pilot and those made under or based on the Calm Air Safety Management System;
- (d) A delay, cancellation or 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.

3. **Uncontrollable** (situation outside of airline control):

- (a) War or political instability;
- (b) Illegal acts or sabotage;
- (c) Weather conditions (Meteorological) or natural disasters that make the safe operation of the aircraft impossible;
- (d) Instructions from air traffic control;
- (e) A NOTAM;
- (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 manufacturer 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.
- (m) A delay, cancellation or 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.

(E) Passenger Options – Re-rerouting or Refund

- 1. In the event of a schedule irregularity, within the carrier's control, the carrier will present the passenger with the following options:
 - (a) Carry the passenger to the destination named on the ticket, or applicable portion thereof, on the next available flight.
 - (b) If the passenger chooses to no longer travel as the schedule irregularity results in the loss of purpose of travel or if the carrier is unable to perform the options stated above within a reasonable amount of time, the carrier will transport the passenger to the point of origin named on the ticket and refund the full amount of the ticket in accordance with Refunds, Involuntary Refunds, irrespective if travel has commenced, or subject to passenger's agreement, offer a travel voucher for future travel in the same amount;

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- (c) Otherwise, should the alternate transportation proposed by the carrier not meet the passenger's satisfaction, the carrier will offer a refund equal to the fare and charge paid. The refund will be made to the purchaser of the ticket(s).

Nothing in the above shall limit or reduce the passenger's right, if any, to claim damages, if any, under the applicable convention, or under the law when neither convention applies.

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

2. In the event of a schedule irregularity, not within the carrier's control, Calm Air will provide the following:
- Offer the passenger the choice to travel on another of its scheduled flights on the same route as the passenger was originally ticketed or to travel on a different routing operated by the carrier to the same ticketed destination.
 - If these options are not available, the carrier will offer to transport the passenger on the same route as he/she was originally ticketed or on a different route operated by the services of another carrier with whom the original air carrier has a commercial agreement and provided space is available.
 - Should the fare for the alternate transportation proposed by the carrier be more expensive, there will be no additional cost to the passenger.
 - Should the alternate transportation proposed by the carrier not meet the passenger's satisfaction, the unused portion of the passenger's ticket(s) will be refunded. The refund will be made to the purchaser of the ticket(s). The refund will be based on the total value of the ticket(s).
 - When a refund is requested as a result of a schedule irregularity, the passenger must submit the unused portions of his/her ticket(s) to the carrier at time of request.

(F) Standards of Treatment

If a passenger's flight is delayed two (2) or more hours, and the passenger was informed of the delay less than 12 hours before the original departure of their flight, Standards of Treatment apply.

Standards of Treatment Offered:

Length of Delay	Standard of Treatment Provided	(1) Controllable	(2) Controllable but for Safety	(3) Uncontrollable
2 + hours	<ul style="list-style-type: none"> Food and drink (as per applicable time of day) Access to a means of communication (phone or Wi-Fi) 	YES	YES	NO
8 + hours	<ul style="list-style-type: none"> Food and drink (as per applicable time of day) Access to a means of communication (phone or Wi-Fi) Overnight accommodation Transportation to/from accommodation and airport 	YES	YES	NO

Refusing or Limiting Treatment:

Calm Air may limit or refuse to provide a standard of treatment if providing treatment would further delay the passenger.

Limitations may also apply dependant on the location of the applicable airport, as Calm Air may not have direct access to the same food/drink options in remote locations as major airports, and may have to offer items onboard flights and/or in an alternate location where food is more readily available.

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(G) Compensation (*Effective December 15, 2019)

Compensation is calculated on the length of delay from original arrival time at destination, and will apply as follows:

Length of Delay	Compensation Issued	(1) Controllable	(2) Controllable but for Safety	(3) Uncontrollable
3 to 5 hrs 59 min	\$125 Cash <u>or</u> \$200 Credit Voucher	YES	NO	NO
6 to 8 hrs 59 min	\$250 Cash <u>or</u> \$375 Credit Voucher	YES	NO	NO
9 + hours	\$500 Cash <u>or</u> \$750 Credit Voucher	YES	NO	NO

The following terms apply to applicability of compensation:

1. Compensation is issued for "Controllable" delays only. Compensation will not be provided for delays which are uncontrollable or controllable but for safety reasons.
2. Compensation will be provided to "Revenue" passengers only (employee travel and gratuitous travel is exempt from compensation).
3. Compensation will be issued in Canadian dollars.

Compensation for Inconvenience:

Passengers who choose to take a ticket refund instead of alternate travel arrangements, are entitled to compensation in the amount of \$125 cash (CAD) or \$200 credit voucher. Passengers must request this compensation from the carrier by submitting a Compensation Request Form on Calm Air's website (www.calmair.com).

Compensation Requests/Claims:

Passengers who are eligible for compensation must complete a **Compensation Request Form** on the Calm Air website (www.calmair.com).

1. Calm Air will have 30 days to provide the requested compensation or an explanation as to why compensation is not payable.
2. Passengers must file a request for compensation within one (1) year from their original flight delay/cancellation.
3. If customers are not able to complete a request form via the website, they may request a printed copy of the form to complete and submit via mail to the following mailing address:

Attention Calm Air Customer Service Compensation Claims
930 Ferry Road
Winnipeg, MB
R3H0Y8

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(H) Tarmac Delays

A Tarmac Delay occurs when passengers are confined to an aircraft, with no immediate opportunity to disembark when the aircraft is on the ground with its doors closed for take-off; or has just landed (wheels down).

If a flight is delayed on the tarmac, Calm Air will provide passengers with the following standard of treatment free of charge:

- (a) Access to lavatories in working order (if the aircraft is equipped with lavatories);
- (b) Proper ventilation and cooling or heating of the aircraft;
- (c) A means to communicate with people outside of the aircraft, if it is feasible 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.
- (e) Access to medical assistance if a passenger requires urgent medical assistance.

Passenger Disembarkation

If a flight is delayed on the tarmac at an airport in Canada for more than 3 (three) hours, Calm Air will allow passengers to disembark.

Exceptions:

Calm Air is not required to provide an opportunity for passengers to disembark if:

- (a) "Take-off is imminent", meaning it is likely that take-off will occur less than three hours and 45 minutes following the start of the tarmac delay.
- (b) The opportunity to disembark is prevented by reasons beyond Calm Air's control (i.e., safety, security, air traffic control, or customs reasons).

Priority Disembarkation

If Calm Air is able to allow customers to disembark (if feasible), passengers with disabilities and their support person (attendant/escort), service animal or emotional support animal will be given the opportunity to disembark first.

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Rule 23: Denied Boarding and Overbooking

(A) Applicability

1. Denied Boarding occurs when a passenger(s) has a valid, confirmed and revenue ticket for a flight, but is not allowed to occupy a seat on board the aircraft because the number of passengers booked and/or checked in on a flight is greater than the number of seats available to be occupied. Passengers presenting themselves for travel must also have confirmed reservations and valid travel documents.
2. This rule does not apply to employee travel and gratuitous fares.
3. A passenger who fails to check-in or present themselves at the boarding area within the carrier's check-in deadline and/or boarding time deadline as specified in Rule 7, Check-in Time Limits, will not receive denied boarding compensation, will at Calm Air's discretion have their reservations cancelled and will be subject to the terms and conditions associated with the fare on which he or she is travelling.
4. Denying a passenger boarding because there are not enough seats is NOT the same as refusing to transport them, for example:
 - (a) For health, safety, or security reasons;
 - (b) For failing to follow carrier rules or instructions;
 - (c) Because a passenger does not have appropriate travel documents; or
 - (d) The passenger has failed to respect check-in and departure gate cut-off time limits.

(B) Categories of Denied Boarding

The following 3 categories apply to situations of denied boarding:

CONTROLLABLE		UNCONTROLLABLE
(1) Situation within airline control	(2) Situation within airline control, but required for safety	(3) Situation outside airline control
<ul style="list-style-type: none"> • Overbooking - Intentionally sold more tickets for the flight than were available on the aircraft • For commercial reasons, changing an aircraft for one with fewer seats 	<ul style="list-style-type: none"> • To comply with laws to ensure the safety of the flight, the passenger in question, or other passengers on board the aircraft • Malfunctions affecting seats, having to limit number of passengers to ensure safe weight and balance of the aircraft, • For aircraft safety reasons which stem from mechanical failures, changing an aircraft for one with fewer seats 	<ul style="list-style-type: none"> • To accommodate the seating of an air marshal or for emergency medical transportation
OBLIGATION TO THE PASSENGER		
<ul style="list-style-type: none"> • Denied boarding compensation; • Meals, hotels, transportation; • Alternate travel arrangements; • Communicating key information to passengers 	<ul style="list-style-type: none"> • Meals, hotels, transportation; • Alternate travel arrangements; • Communicating key information to passengers 	<ul style="list-style-type: none"> • Alternate travel arrangements; • Communicating key information to passengers

Denied Boarding may be:

- **Voluntary** – a passenger chooses to give up their seat on the aircraft in exchange for compensation. The Air Passenger Protection Regulations compensation requirements do not apply to volunteers to give up their seat.
- **Involuntary** – a passenger is unwillingly denied travel and accommodated on another aircraft due to no seat availability and is provided obligations according to the category of denied boarding.

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(C) Request for Volunteers

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

1. Calm Air will ask for volunteers to relinquish their seats from among the confirmed passengers. The carrier will advise what type of compensation passengers will be entitled to should a passenger voluntarily relinquish his/her seat. This request process will take place at the check-in or boarding areas. Calm Air 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. The passenger who voluntarily surrenders his/her seat will receive agreed upon compensation from the carrier. Volunteers will be offered rerouting/refund options over and above the aforementioned benefits.
3. The volunteer will be presented with the "Volunteer Agreement Form" which must be completed AND signed by the passenger and airline representative.
4. The passenger will be eligible for such inconvenienced passenger compensation as outlined within the table under "Standards of Treatment and Compensation".

(D) Boarding Priorities

In the event there are not enough volunteers, the remaining passengers will be denied boarding on an involuntary basis.

1. Passengers holding confirmed and ticketed reservations will be permitted to board in the order in which they checked in. The following passengers must be the last people to be denied boarding against their will: Unaccompanied Minors;
2. Persons with disabilities and their support person, service animal, or emotional support animal;
3. Passengers travelling for medical purposes.
4. Passengers traveling with their family; and
5. Passengers who were previously denied boarding on the same ticket.

Note: Passengers who were already on the aircraft will not be denied travel, unless for safety reasons.

(E) Transportation for Passengers Denied Boarding

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

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

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

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(F) Compensation for Passengers Involuntarily Denied Boarding

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

1. Conditions of Payment

- (a) The passenger holding a confirmed and ticketed reservation must present him/herself for carriage in accordance with this tariff: having complied fully with the carrier's applicable reservation, ticketing, check-in and boarding requirements within the time limits at the applicable location.
- (b) The carrier must not have been able to accommodate the passenger on the flight on which he or she held confirmed and ticketed reservations and the flight departed without the passenger.

2. A Passenger will not be Eligible for Compensation Under the Following Conditions:

- (a) The passenger who checks-in after the carrier's check-in deadline or presents him/herself at the boarding area after the carrier's boarding time deadline, will not receive denied boarding compensation and will have his/her reservations cancelled as per "Refusal to Transport".
- (b) When a flight on which the passenger holds confirmed and ticketed reservations is cancelled.
- (c) When space on a flight has been requisitioned by a government or by medical authorities for emergency transportation.
- (d) If, for operational and safety reasons, beyond the carrier's control, the aircraft has been substituted with one having lesser capacity and the carrier took all reasonable measures to avoid the substitution or that it was impossible for the carrier to take such measures.

3. Amount of Compensation for Involuntary Denied Boarding

In cases of denied boarding within the airlines control except those required for safety, Calm Air will compensate the passenger for the inconvenience as per the below chart. Regardless of the fare paid (with exception to employee and gratuitous travel), passengers are entitled to a monetary compensation unless otherwise agreed upon.

Length of Delay (from original ARRIVAL time at destination)	Compensation Issued
Less than 6 hours	\$ 900 CAD *(\$1800 travel credit voucher)
Over 6 hours but less than 9 hours	\$ 1,800 CAD *(\$3600 travel credit voucher)
9 hours or more	\$ 2,400 CAD *(\$4800 travel credit voucher)

*NOTE: Travel credits/vouchers may be offered in lieu of "cash" compensation in cases of denied boarding. If the passenger agrees to receive the credit/voucher in lieu of cash (they must be offered both forms), the amount of the credit/voucher will be 200% of the amount of cash compensation (\$1 cash CAD being equivalent to \$2 in travel credit vouchers).

NOTE – Compensation will NOT be issued if the passenger is being refused travel:

- for health, safety, or security reasons;
- for failing to follow carrier rules;
- because a passenger does not have appropriate travel documents; or
- the passenger has failed to respect check-in and departure gate cut-off time limits.

All amounts will be tendered in cash/bank draft; or, three times the amount of cash in the form of future travel vouchers. The following restrictions will apply:

- (a) 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;
- (b) 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;
- (c) 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;

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- (d) The amount of the travel voucher must be not less than 300 percent of the amount of cash compensation that would be due;
- (e) Passengers are entitled to exchange the travel vouchers for cash at the rate of CAD\$1 in cash being equivalent to CAD\$3 in travel vouchers within one (1) month.

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

4. Standards of Treatment

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

- (a) A meal voucher, if the transportation acceptable to the passenger departs more than four (4) 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 (8) 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.

5. Agreement and Issuance of Compensation

- (a) Once compensation has been offered, and accepted, the passenger will sign an acknowledgment of offer on the day and at the place where the denied boarding occurred – which must be completed and signed by both the passenger and airline representative.
- (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.
- (c) Cash compensation will be issued/processed within 48 hours, via EFT (Electronic Fund Transfer) during the hours of Monday to Friday 09:00 – 17:00 (9:00 am - 5:00 pm);

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Rule 24: Refusal to Transport

(A) Refusal to Transport – Removal of Passenger

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

2. 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.

3. Search of Passenger and Property

When the passenger refuses to permit a search of his person or property for explosives or for concealed, prohibited, deadly or dangerous weapon(s) or article(s).

4. Proof of Identity/Age

When the passenger refuses a request to produce government-issued identification to demonstrate proof of identity.

Note: The carrier is obliged to screen passengers as per Transport Canada's Secure Air Travel Regulations (SATR).

(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 a responsible employee 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 a responsible employee 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 his/her 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 (including travel involving pregnant passengers or unborn children) 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 his/her 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.
- (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.

2. Carrier Response to Prohibited Conduct

For explanation of abbreviations and symbols, please see page X

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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 considering 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 mentioned in (b) above.

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.

(C) Recourse of the Passenger/Limitation of Liability

1. Calm Air'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 28 (B), Refunds Involuntary.
Notwithstanding the foregoing paragraph, passengers and their baggage will be entitled to all other additional rights they may have under this tariff or elsewhere.
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 he/she 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 carrier's assessment as to whether it remains necessary to continue the ban or maintain the probation period.

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Rule 25: Passenger Expenses En Route

(A) General

1. The carrier will absorb passenger expenses enroute 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 for controllable reasons, or when the passenger is not able to immediately travel on a connecting flight with Calm Air at a transfer point.
2. Expenses are not covered if the passenger is connecting onward with another carrier.

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Rule 26: 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 or has complied with all credit arrangements.
2. Before boarding, the passenger must present the carrier with proof that he/she has been issued a valid ticket for the flight. Such proof must be in the form of a 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 class of service and is valid for the period of time referred to in 2 below. 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.
2. **Period of Validity:** Generally, the period of validity for transportation will be one year from the date on which transportation commences at the point of origin designated on the original ticket, or, if no portion of the ticket is used, one year from the date of issuance of the original ticket. However, certain fares may have different periods of validity. If this is the case, the specific rules associated with the fare will take precedence.
3. **Computation of the Ticket Validity:** When computing the ticket validity i.e., the minimum/maximum stays and any other calendar periods set out in the ticket, the first day to be counted will be the day following the date that transportation commenced or that the ticket was issued.
4. **Expiration of Validity:** Tickets expire at midnight on the last day of validity based on where the ticket was issued.

(C) Extension of Ticket Validity

1. **Carrier's Operations:** If a passenger is prevented from travelling within the period of validity of his/her ticket because the carrier:
 - (a) Cancels the flight upon which the passenger holds confirmed space;
 - (b) Omits a scheduled stop, provided this is the passenger's place of departure, place of destination, or place of stopover;
 - (c) Fails to operate a flight reasonably according to schedule;
 - (d) Causes the passenger to miss a connection;
 - (e) Is unable to provide previously confirmed space.

Calm Air will, without collecting any additional fare, extend the validity of the passenger's ticket until the passenger can travel on the first flight of the carrier, in the class of service which the passenger's fare was paid, and for which space is available. Validity can only be extended up to 30 days.

2. **Lack of Space:** If the passenger who is in possession of a ticket is prevented from travelling within the period of validity of his/her ticket because the carrier is unable to provide space, the validity of the passenger's ticket will be extended until he/she can be re-accommodated on the first flight which has space available in the same class of service which the passenger had originally paid to travel.
3. **Medical Reason:** If the passenger is unable to commence travel due to medical reasons, the carrier will extend the period of validity beyond the original validity expiry date for a maximum of three months. A ticket can only be extended once, and the extension must be requested within 30 days prior to the expiry date of the original ticket validity. The medical reason must be certified in writing by a physician specifying that the passenger is prevented from commencing his journey before his/her original ticket expires.

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(D) Waiver Minimum/Maximum Stay Provision

1. In the Event of Death of a Family Member Not Accompanying the Passenger

If the passenger holding a special fare ticket returns prior to the expiry of the minimum stay requirement because of the death of an immediate family member not accompanying the passenger, the passenger will be entitled to a refund of the additional amounts paid in order to return early, provided the passenger traveled in the economy cabin. However, no refund will be permitted unless the passenger produces a death certificate confirming that the death of the family member occurred after the commencement of travel.

2. In the Event of a Passenger's Death – Provisions for Accompanying Passengers

(a) Extension of Ticket Validity (Beyond 1 Year) for Normal Fares and Waiver of the Maximum Stay Requirements of Special Fares

- i. The carrier will extend the ticket validity for passengers who are either members of the immediate family of the deceased passenger or are other persons actually accompanying the deceased passenger for up to 45 days beyond the original ticket validity expiry date or 45 days after the date of death of the passenger, whichever date occurs first.
- ii. A death certificate or a copy, must be presented at the time of re-ticketing.
- iii. If the death certificate is not available at the time the passengers are to travel, or, if the carrier has reason to doubt the validity of such certificate, passengers will be accommodated only upon payment of the fare for the transportation used, and a request for refund may be filed with the carrier. Upon receipt of the request for refund and all supporting documents, the carrier will determine the validity of the request and, if valid, will refund the difference between the total fare paid by the passengers and the amount the passengers would have paid under the provision of this rule.

(b) Waiver of Minimum Stay Requirements – Special Fares

- i. In the event of the death of a passenger en route, the minimum stay and group travel requirements with regard to special fares will be waived for passengers who are either members of the immediate family of the deceased passenger or are other persons actually accompanying the deceased person.
- ii. Passengers who have had their minimum stay requirement waived will only be accommodated in the class of service originally ticketed.
- iii. A death certificate or a copy must be presented at the time of re-ticketing.
- iv. If the death certificate is not available at the time the passengers are to travel, or, if the carrier has reason to doubt the validity of such certificate, passengers will be accommodated only upon payment of the fare applicable to the transportation used, and a request for refund may be filed with the carrier. Upon receipt of the request for refund and all supporting documents, the carrier will determine the validity of the request and, if valid, will refund the difference between the total fare paid by the passengers and the amount the passengers would have paid under the provision of this rule.

3. Medical Reasons and Illness

(a) Ticket Extension:

In the case of Normal fares, if, after the passenger commences travel and is prevented from travelling within the period of validity of the ticket because of illness, the carrier will extend the period of validity of the passenger's ticket until the date when the passenger becomes fit to travel according to a medical certificate. Should space not be available when the passenger becomes fit to travel, the carrier will re-accommodate the passenger on the first flight on which space is available. In all cases, travel will be in the same class of service which the passenger had originally paid to travel from the point where the journey is resumed. However, when the remaining flight coupons of the ticket involve one or more stopovers, the validity of the ticket will not be extended for more than three months from the date shown on the medical certificate. In these circumstances, the carrier will also extend the period of validity of the tickets of persons travelling with the incapacitated passenger.

In the case of Special fare tickets, the carrier will extend the validity of the tickets until the date of the first available flight after the passenger becomes fit to travel according to the medical certificate, but not more than seven days beyond the date when the passenger becomes fit to travel.

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(b) **Waiver of the Minimum Stay Requirement for Special Fares:**

In the event of illness, there will be no reduction or waiver of the required minimum stay.

(E) 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, provided travel is in accordance with 3 below.
2. Passengers upgrading in accordance with 1 above, may do so provided:
 - (a) Ticketing and advance purchase requirements of the new fare have been met; and
 - (b) Travel is via Calm Air; and
 - (c) Reservations have been booked in the appropriate class of service of the new fare; and
 - (d) The difference in fares has been paid.
3. After departure, the passenger holding a ticket for return travel, may upgrade the total fare in accordance with the rules of the fare paid.
4. The original fare paid (including all additional charges) will be used as a full credit towards the fare for the upgraded journey (with exception to restricted/seat sale/promotional fares).
5. In the event travel at the new fare is subsequently changed and/or cancelled, the higher fee(s) for either the originally purchased or new fare shall be assessed.

Exception: For travel which has been upgraded to a fare type which has no associated fees, changes may be made without additional charge; however, the cancellation fee from the original fare will be applied to the new upgraded fare.

(F) 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.

(G) 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.

(H) 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 (H) above, 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) Refuse to board the passenger or check the passenger's baggage; and/or
- (c) 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.

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Rule 27: Limitations of Liability

(A) Successive Carriers

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.

(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 approximately \$234,500 CAD (or 128,821 SRD's – special drawing rights).
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 his/her age or mental or physical condition; or
 - (b) In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

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

4. The carrier is liable for damages sustained in the case of destruction, loss, damage, or delay of checked or unchecked baggage as set out in the following paragraphs:
 - (a) The liability of the carrier is limited to the sum of approximately \$2,400.00 CAD (or 1,288 SRD's – special drawing rights), for each passenger in the case of destruction, loss, damage or delay of baggage, whether checked or unchecked. However, the limit will not apply:
 - (b) 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 he or she derives his or her 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.

Unless the passenger proves otherwise:

- i. All baggage checked by the passenger will be considered to be the property of that passenger.
- ii. A particular piece of baggage, checked or unchecked, will not be considered to be the property of more than one person.
- iii. 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.

Mobility aids

Note: Notwithstanding the normal carrier liability as contained in this rule, 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 as checked baggage or otherwise. 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.

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

- (a) The air carrier will promptly provide a suitable temporary replacement without charge;

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- (b) If a damaged aid can be repaired, in addition to (a) above, the air carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible;
- (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 (a) above, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

Service animals

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

(C) Limitations of Liability

Except as any applicable laws may otherwise require:

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.
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 of perishables, nor for the damage to, or damage caused by, fragile articles, which are unsuitably packed.
6. The carrier may refuse to accept any articles that do not constitute baggage, 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. If the carrier issues a ticket or checks baggage for carriage on another carrier, it does so only as an agent.
9. In the case of unchecked baggage, the carrier is liable only to the extent that the damage resulted from its fault or that of its servants or agents.
10. 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.
11. The owner of a pet 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 pet is refused transportation.

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(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 upon arrival, or within 7 days from receipt of the baggage.
3. Any claim against a carrier will be extinguished unless an action is brought within one year 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 Transportation

All passengers who are transported gratuitously by the carrier will not be eligible for compensation of any kind and/or baggage liability. The Carrier reserves the right to exclude the application of all or any part of this tariff.

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Rule 28: Refunds

(A) General

1. The passenger must present to the carrier or its authorized agent, 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 issue a refund to the person who purchased the ticket.
3. If, at the time of ticket purchase, the purchaser designates another person to whom the refund shall be made, then the refund will be made to the person so designated. To do so, the passenger must contact the carrier directly.
4. Acceptance of a refund by the passenger will release the carrier from further liability.
5. 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. The carrier will process refund requests within 10 business days for credit card purchases and within 40 business days for cash or debit transactions.

(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:
 - (a) If, due to a schedule irregularity within the carrier's control or denied boarding in accordance with Schedule Irregularities and Denied Boarding, the passenger chooses to no longer travel due to loss of purpose of travel or if alternate travel could not be provided within a reasonable time, the carrier will offer a refund equal to the fare and charge paid, irrespective if travel has commenced.
 - (b) If, due to a schedule irregularity within the carrier's control or denied boarding in accordance with Schedule Irregularities and Denied Boarding, the passenger chooses to no longer travel because the alternate transportation offered does not meet with the passenger's satisfaction, the carrier will offer a refund equal to the fare and charge paid.
 - (c) If, due to a schedule irregularity not within the carrier's control or a refusal to transport in accordance with Schedule Irregularities and Refusal to Transport, no portion of a ticket has been used, the amount of refund will be equal to the fare and charges paid; or
 - (d) If, due to a schedule irregularity not within the carrier's control or a refusal to transport in accordance with Schedule Irregularities and Refusal to Transport, a portion of the ticket has been used, the amount refunded to the purchaser will be the one that results in the most generous amount using one of the following methods:
 - i. The difference between the fare paid and the fare for transportation actually used or to be used; or,
 - ii. Provided that the point where travel terminated was on the passenger's routing as shown on the original ticket and the routing remains unchanged, the passenger will be refunded the difference between the one way fare applicable to the unused transportation from the point where the passenger terminated travel to the destination or next stopover point as named on the ticket or to the point at which transportation is to be resumed less the same rate of discount, (if travel is on a discount fare) that was applied to the original one way fare (including all charges). If the passenger was travelling on a round trip or circle trip ticket, the amount refunded would be based on the rate of discount of one half of the round-trip fare; or,
 - iii. If the point where the passenger terminated travel was not on the routing specified on the ticket, the refund will be based on the lowest applicable fare of any air carrier operating between the point where the passenger terminated travel to the destination or next stopover point named on the ticket or to the point at which transportation is to be resumed.
3. Involuntary 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 involuntary refund is necessary 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.

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(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) Time Limit for Requesting a Refund

1. The passenger has one month after the expiration date of the ticket to request a refund.

(E) 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.

(F) 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.

(G) Refusal to Refund

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

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Appendix A: List of Airports

YBK.....Baker Lake, Nunavut
YCS.....Chesterfield Inlet, Nunavut
YEK..... Arviat, Nunavut
YFO.....Flin Flon, Manitoba
YGX.....Gillam, Manitoba
YQD..... The Pas, Manitoba
YRT.....Rankin Inlet, Nunavut
YSK.....Sanikiluaq, Nunavut
YTH.....Thompson, Manitoba
YUT.....Naujaat, Nunavut
YWG.....Winnipeg, Manitoba
YXN.....Whale Cove, Nunavut
YYQ.....Churchill, Manitoba
YZS.....Coral Harbour, Nunavut