



CTA (A) No. 6

**TARIFF CONTAINING
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

ISSUE DATE:
October 30, 2016

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EFFECTIVE DATE:
October 31, 2016

Table of Contents

TABLE OF CONTENTS	2
LIST OF EFFECTIVE PAGES	5
EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS	6
RULE 1: DEFINITIONS.....	7
RULE 2: APPLICATION OF TARIFF.....	11
(A) General.....	11
(B) Gratuitous Carriage	11
(C) Passenger Recourse.....	11
RULE 3: APPLICATION OF FARES AND CHARGES.....	12
(A) General.....	12
(B) Fares in Effect & Fare Rules.....	12
(C) Routing	13
(D) Taxes and Charges.....	14
(E) Currency of Fares.....	14
RULE 4: TAXES	15
RULE 5: METHODS OF PAYMENT	16
RULE 6: CAPACITY LIMITATIONS.....	17
RULE 7: RESERVATIONS.....	18
(A) General.....	18
(B) Cancellation of Reservations	18
(C) Passenger’s Responsibility.....	18
(D) Failure to Occupy Seat.....	19
(E) Check-in Time Limits.....	19
RULE 8: STOPOVERS.....	20
RULE 9: ROUTINGS	21
RULE 10: FAILURE TO OPERATE ON SCHEDULE	22
RULE 11: BAGGAGE ACCEPTANCE	23
(A) General Conditions of Acceptance of Checked and Unchecked Baggage.....	23
(B) Free Baggage Allowance.....	24
(C) Collection and Delivery of Baggage	25
(D) Excess Baggage.....	26
(E) Items Unacceptable as Baggage	26
(F) Right to Refuse Carriage of Baggage	27
(G) Right of Search	27
RULE 12: ACCEPTANCE OF CHILDREN FOR TRAVEL.....	28
(A) General.....	28
(B) Acceptance of Infants and Children.....	29
RULE 13: UNACCOMPANIED MINORS.....	30
(A) Travel Requirements.....	30
(B) Carrier’s Limited Responsibility	31
RULE 14: CARRIAGE OF PREGNANT WOMEN.....	32
RULE 15: FARE FOR SENIORS	33
RULE 16: FARE FOR COMPASSIONATE TRAVEL.....	34
RULE 17: EXTRA SEAT FOR COMFORT	35
RULE 18: CARRIAGE OF PERSONS WITH DISABILITIES.....	36
(A) Acceptance for Carriage	36
(B) Acceptance of Declaration of Self-Reliance (Self-Determination).....	36
(C) Medical Clearance	36
(D) Accessible Seating	36
(E) Acceptance of Aids	36
(F) Acceptance of Service Animals.....	37

Pets including, dogs, cats and birds, when properly crated in leak-proof containers and accompanied by valid health certificates or other documents where these are required. Such pets and animals may be carried in the cargo compartment of the aircraft. 37

(G) Services to be Provided 38

If requested at least 48 hours before the scheduled time of departure of the person's flight, the carrier will provide the following assistance: 38

(a) registration at the check-in counter; 38

(b) proceeding to the boarding area; 38

(c) boarding and deplaning; 38

(d) stowing and retrieving the person's carry-on baggage; 38

(e) retrieving the person's checked baggage; 38

(f) transferring the person: 38

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..... 38

ii. between: a wheelchair, boarding chair or other mobility aid and: the person's passenger seat..... 38

(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; 38

(h) serving special meals, where available, and providing limited assistance with meals such as opening packages, identifying items and cutting large food portions; 38

(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; 38

(j) assembling and disassembling of mobility aids; and 38

(k) proceeding to the general public area or to a representative of another carrier. 38

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. 38

(H) Boarding and Deplaning 38

RULE 19: CARRIAGE OF PEACE OFFICER(S) AND PASSENGER(S) UNDER ESCORT 39

RULE 20: ACCEPTANCE OF ANIMALS (SERVICE ANIMALS AND PETS) 40

(A) General 40

(B) Animals as Checked Baggage..... 40

(C) Animals in Cabin 41

Note: This provision does not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers. 41

(D) Service Animals..... 41

Pets including, dogs, cats and birds, when properly crated in leakproof containers and accompanied by valid health certificates or other documents where these are required. Such pets and animals may be carried in the cargo compartment of the aircraft. 41

(E) Search and Rescue Dogs 41

RULE 21: GROUND TRANSFER SERVICES..... 43

RULE 22: SCHEDULE IRREGULARITIES 44

(A) Applicability 44

(B) General 44

(C) Passenger Options – Re-Rerouting or Refund 44

(D) Right to Care 46

RULE 23: DENIED BOARDING AND OVERBOOKING 47

(A) Applicability 47

(B) Request for Volunteers..... 47

(C) Boarding Priorities 47

(D) Transportation for Passengers Denied Boarding 48

(E) Compensation for Passengers Involuntarily Denied Boarding 48

RULE 24: REFUSAL TO TRANSPORT..... 51

(A) Refusal to Transport – Removal of Passenger 51

(B) Passenger’s Conduct – Refusal to Transport – Prohibited Conduct and Sanctions 51

(C) Recourse of the Passenger/Limitation of Liability 53

RULE 25: PASSENGER EXPENSES EN ROUTE 54

(A) General 54

DOMESTIC TARIFF RULES

ORIGINAL PAGE 4

RULE 26: TICKETS	55
(A) General	55
(B) Validity for Carriage	55
(C) Extension of Ticket Validity	56
(D) Waiver Minimum/Maximum Stay Provision	57
(E) Upgrading (Changing from a Lower to a Higher Fare Ticket).....	58
(F) Non-transferability	59
(G) Prohibited Practices.....	59
(H) Invalidated Tickets.....	59
RULE 27: LIMITATIONS OF LIABILITY	60
(A) Successive Carriers	60
(B) Laws and Provisions Applicable	60
(C) Limitations of Liability	61
(D) Time Limitations on Claims and Actions.....	63
(E) Overriding Law	63
(F) Modification and Waiver	63
(G) Gratuitous Transportation.....	63
RULE 28: REFUNDS	64
(A) General	64
(B) Involuntary Refunds	64
(C) Voluntary Refunds	65
(D) Time Limit for Requesting a Refund	66
(E) Refunds in the Case of Death	66
(F) Jury Duty.....	66
(G) Refusal to Refund	66
TABLE 1: LIST OF AIRPORTS.....	67

List of Effective Pages

Page No.	No. of Revisions	ISSUE DATE
Title	Original	Oct.31/16
1	Original	Oct.31/16
2	Original	Oct.31/16
3	Original	Oct.31/16
4	Original	Oct.31/16
5	Original	Oct.31/16
6	Original	Oct.31/16
7	Original	Oct.31/16
8	Original	Oct.31/16
9	Original	Oct.31/16
10	Original	Oct.31/16
11	Original	Oct.31/16
12	Original	Oct.31/16
13	Original	Oct.31/16
14	Original	Oct.31/16
15	Original	Oct.31/16
16	Original	Oct.31/16
17	Original	Oct.31/16
18	Original	Oct.31/16
19	Original	Oct.31/16
20	Original	Oct.31/16
21	Original	Oct.31/16
22	Original	Oct.31/16
23	Original	Oct.31/16
24	Original	Oct.31/16
25	Original	Oct.31/16
26	Original	Oct.31/16
27	Original	Oct.31/16
28	Original	Oct.31/16
29	Original	Oct.31/16
30	Original	Oct.31/16
31	Original	Oct.31/16
32	Original	Oct.31/16
33	Original	Oct.31/16
34	Original	Oct.31/16
35	Original	Oct.31/16
36	Original	Oct.31/16
37	Original	Oct.31/16
38	Original	Oct.31/16
39	Original	Oct.31/16
40	Original	Oct.31/16
41	Original	Oct.31/16
42	Original	Oct.31/16
43	Original	Oct.31/16
44	Original	Oct.31/16
45	Original	Oct.31/16
46	Original	Oct.31/16
47	Original	Oct.31/16

Page No.	No. of Revisions	ISSUE DATE
48	Original	Oct.31/16
49	Original	Oct.31/16
50	Original	Oct.31/16
51	Original	Oct.31/16
52	Original	Oct.31/16
53	Original	Oct.31/16
54	Original	Oct.31/16
55	Original	Oct.31/16
56	Original	Oct.31/16
57	Original	Oct.31/16
58	Original	Oct.31/16
59	Original	Oct.31/16
60	Original	Oct.31/16
61	Original	Oct.31/16
62	Original	Oct.31/16
63	Original	Oct.31/16
64	Original	Oct.31/16
65	Original	Oct.31/16
66	Original	Oct.31/16
67	Original	Oct.31/16

Explanation of Abbreviations, Reference Marks and Symbols

\$	Dollar(s)
(C)	Denotes Change which results in neither increases or 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

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.

DOMESTIC TARIFF RULES

ORIGINAL PAGE 8

“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.

“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.

DOMESTIC TARIFF RULES

ORIGINAL PAGE 9

“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 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.

DOMESTIC TARIFF RULES

ORIGINAL PAGE 10

“**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 charges 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.

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.
4. 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.
5. No agent, employee or representative of Calm Air has the authority to alter, modify or waive any provisions of this tariff.
6. 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.
7. 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.

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.

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.

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 Rules:

All fares are changeable, cancellable by a passenger up to two (2) hours prior to planned departure of the flight to which such fares relates, provided that , in respect of such change or cancelation the following apply:

Unrestricted Fares - No advance purchase is required and changes are permitted at no extra charge.

- Y1** No restrictions. No advance purchase required. Change or cancellation fees do not apply. 100% creditable. Total refund may be requested through Calm Air.

Restricted Fares - These regular year-round fares offer discounts but availability of lower fares are limited. Advance purchase of 1-14 days is required. For all fares below, changes are subject to a fee of \$75 + GST, plus upgrade fees if applicable. Please note that if the change does not meet the advance purchase requirements of the original fare, than an upgrade to the next available fare will be required. A cancellation fee of \$75 + GST does apply. Passengers who do not show up for their flight forfeit monies paid.

- M1OW** 1-day advance purchase required. (OW) One-way fare
- H3OW** 3-day advance purchase required. (OW) One-way fare
- V5OW** 5-day advance purchase required. (OW) One-way fare
- Q7OW** 7-day advance purchase required. (OW) One-way fare
- L10OW** 10-day advance purchase required. (OW) One-way fare
- N14SAT** 14-day advance purchase required. Return travel with Saturday stay required.

Seat Sales - Seat sales or promotional fares are limited on flights and limited time offers these fares are generally booked in a N class or a K class of service. These fares are non-refundable and non-creditable if cancelled.

General Fare Conditions - All fares can be changed without fee within 24 hours of purchase. 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. Fares are changeable and can be cancelled up to two hours prior to flight time and, depending on the fare being changed, may be subject to a change fee and upgrade in fare per person. Travel purchase is non-refundable and non-transferable. All monies paid to Calm Air are non-refundable but may be credited for future travel, provided the new outbound travel commences within one year from original date of purchase. Some seat sale and promotional fares may not be creditable. Missed flights are non-refundable and non-creditable.

(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.

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.

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. Cash (CAD), where facilities permit
2. Credit card, where facilities permit
3. Bank debit card, where facilities permit
5. Money orders
7. Redeemable travel points or travel miles as per reward travel agreements

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 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.

Rule 7: Reservations

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

- (a) 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.
- (b) 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*	Check-In/Baggage Drop-Off Deadline**	Boarding Gate Deadline***
Within Canada	90 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.

****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.

Rule 8: Stopovers

Stopovers will be permitted under the following conditions:

- (a) Stopovers must be arranged with the carrier in advance and specified on the ticket.
- (b) 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.
- (c) If a portion of a journey is travelled by surface transportation, a stopover will be deemed to have taken place for such transportation.

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.

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*).
- (2) Except to the extent provided in this rule, no carrier will be liable for failing to operate any flight according to schedule or for changing schedule of any flight, with or without notice to the passenger.

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

- (a) 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.
- (b) 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.
- (c) 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:
 - (i) No baggage will be removed from the flight if the issue can be resolved through the removal of cargo.
 - (ii) If the issue cannot be resolved through the removal of cargo, Calm Air will remove any excess baggage from the aircraft in the reverse order in which passengers with excess baggage presented themselves for check-in.
 - (iii) 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.
 - (iv) Any baggage removed from a flight will be carried to the passenger's destination no later than on the carrier's next available flight.
- (d) In the case of delay, the carrier will take necessary steps to inform the passenger of the status of the baggage.
- (e) The carrier's liability for destruction, damage, loss or delay in respect of baggage is subject to Rule 27.

DOMESTIC TARIFF RULES

ORIGINAL PAGE 24

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

(B) Free Baggage Allowance

The passenger is entitled to check two (2) pieces of baggage free of charge.

The maximum combined weight cannot exceed 70 lbs.

The overall measurement of each piece (L+W+H) must be less than 62 inches or 158 cm

Maximum weight of one piece being 50 lbs or less

*Flight series 200 to 399:

- The passenger is entitled to check three (3) pieces of baggage free of charge.
- The maximum combined weight cannot exceed 120 lbs.
- The overall measurement of each piece (L+W+H) must be less than 62 inches or 158 cm
- Maximum weight of one piece being 50 lbs or less.

Unchecked baggage (carry-on baggage)

Unchecked baggage must be within Calm Air's size and weight limits to be taken onboard the aircraft.

Unchecked baggage must fit under the seat located in front of the passenger or in the enclosed storage compartment in the passenger cabin of the aircraft.

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

Each fare-paying passenger is permitted two (2) pieces of carry-on baggage.

Combined weight of these pieces is not to exceed 20lbs.

Combined dimensions (LxWxH) is not to exceed 10in x 16in x 12in or (25cm x 40cm x 30cm).

All pieces must be properly stowed under the aircraft seat or in an overhead storage bin.

Sizing devices are available at the airports for you to ensure that your carry-on baggage is of allowable size.

Examples of acceptable carry-on items may include: carry-on bags and smaller suitcases (include wheels and handles in size measurement), briefcases, laptop computers, diaper bags, camera bags and other similar items. Space permitting, additional items may be permitted in the cabin such as:

- Small cameras, coats, and purses (10in x 12in x 8in or less)
- Electronic cigarettes or vaporizers. Use of electronic cigarettes or vaporizers onboard is prohibited
- A reasonable amount of reading material for in-flight use
- An approved infant or child restraint device, an infant's food for in-flight consumption

- A cane, an urn, containers carrying life-sustaining items 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.

The passenger's name and point of contact must appear on the baggage. It is recommended that the name and point of contact also be included inside the baggage.

(C) Collection and Delivery of 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.

(D) Excess Baggage

Baggage in excess of the “**Free Baggage Allowance**” will be accepted for travel subject to the availability of space and weight by the carrier upon payment of the applicable charge. The charge for the excess baggage is payable prior to departure at the point of check-in.

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

The maximum combined weight of all pieces accepted as checked baggage is 100 lbs per fare-paying passenger (70lbs free, 30lbs excess).

The maximum combined weight of all pieces accepted as checked baggage **on flight series 200-399** is 140 lbs per fare-paying passenger (120lbs free, 20lbs excess). Baggage over this limit 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.

Please refer to the following chart for Excess charges:

WITHIN PIECE LIMIT		3 OR MORE PIECES		4 OR MORE PIECES (Flight Series 200-399 only)	
Over combined weight of 70lbs	\$25 + GST	Within Weight & Dimensions	\$75 + GST	Within Weight & Dimensions	\$75 + GST
Overweight (51-70lbs)	\$25 + GST	Overweight (51-70lbs)	\$100 + GST	Overweight (51-70lbs)	\$100 + GST
Oversized (62-115in)	\$25 + GST	Oversized (62-115in)	\$100 + GST	Oversized (62-115in)	\$100 + GST
Oversized & Overweight	\$50 + GST	Oversized & Overweight	\$125 + GST	Oversized & Overweight	\$125 + GST

*Please allow extra time at the airport for the checking of excess baggage. All excess baggage will travel subject to availability of space and weight.

(E) 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

DOMESTIC TARIFF RULES

ORIGINAL PAGE 27

Organization (ICAO) *Technical Instructions for the Safe Transport of Dangerous Goods by Air* and the International Air Transport Association (IATA) *Dangerous Goods Regulations*.

3. Items, which in the carrier's opinion, are unsuitable for carriage because of their weight, size or character, for example, fragile or perishable items.
4. Live animals except as provided in Rule 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. 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.
7. The passenger shall not include in their checked baggage medication, fragile or perishable items, money, jewelry, precious metals, silverware, negotiable papers, securities or other valuables, business documents, samples, passports and other identification documents.

(F) 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. Unless advance arrangements have been made with the carrier, the carrier may carry on later flights baggage which is in excess of the free baggage allowance.
4. The carrier will refuse to carry checked baggage if it determines that the baggage has not been properly and securely packed in suitable suitcases or containers.

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

(G) 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.

Rule 12: Acceptance of Children for Travel

(A) General

Infants

1. Infants under two years of age on the date of travel do not require a seat.
2. Infants under two years of age do not require a ticket.
3. Only one infant under the age of two years may be held in the lap of an accompanying passenger 12 years of age or older.
5. 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).
6. 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).
7. 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.
3. All children, 12 years of age or older, may accompany other infants and children under 12 years of age and will be considered as adults for the purposes of travel and will be charged the applicable adult fare.

(B) Acceptance of Infants and Children

Age	Accepted	Conditions
1 day to 23 months (infant)	Yes	<p>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.</p> <p>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.</p>
2 to 11 years old (child)	Yes	<p>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 12 years of age or older for the entire trip.</p> <p>These passengers must be either supervised by a passenger of 12 years or older or use the carrier's unaccompanied minor services.</p> <p>The use of an approved child restraint device is optional for children age two and up.</p>
12 years and older	Yes	<p>These passengers are considered to be adults for the purpose of air travel and will pay the applicable adult fare.</p> <p>These passengers are eligible to travel unaccompanied and unsupervised. Furthermore, they may accompany infants/children 1 day to 12 years old.</p>

Rule 13: Unaccompanied Minors

Acceptance of Children less than 12 year will be accepted for travel when accompanied by a passenger whom is at least 12 years of age or over.

Children ages 5 to 11 inclusive will be carried unaccompanied on flights provided the below requirements are met.

(A) Travel Requirements

1. Arrangements and registration for the UM Service must be made at least 24 hours prior to departure.
2. The minor must be brought to the airport of 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.
3. The guardian will be required to remain at the airport of departure until the aircraft has departed.
4. 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.
5. Unaccompanied minors aged 5 through 11 years old will not be accepted if the flight on which the minor holds a reservation is expected to terminate short of, or bypass the minor's destination.
6. 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).
7. Confirmed reservations must be booked for unaccompanied minors. Standby travel is not permitted.
8. Unaccompanied minors will not be permitted to travel when weather advisory has been issued by Calm Air.
9. 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.
10. 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.

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.

Children under the age of 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 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.

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 is required for all pregnancies after the 35th week. Travel between 39-40 weeks is not permitted.

Rule 15: Fare for Seniors

A discount of 10% off a regular year round fare is available to passengers 55 years of age or older.

The senior's date of birth (DOB) must be entered into the passenger's reservation to verify their eligibility.

Rule 16: Fare for Compassionate Travel

A discounted fare will be available for round trip travel only, given to any passenger traveling due to a death or imminent death of an immediate family member.

The following information must be provided at the time of booking a reservation:

1. Name of dying/deceased immediate family member.
2. Relationship of dying/deceased to passenger.
3. In the case of death:

Copy of death certificate

Or

Memorial/funeral to be held at:

1. *Name of Institution*
2. *Address*
3. *Phone #*
4. *Date*

In the case of the imminent death:

1. *Name*
2. *Address*
3. *Phone # of attending physician*
4. *Location of dying immediate family member (i.e. hospital).*

In the case of a compassionate refund request after travel, the passenger must request the refund through our Passenger Solutions Manager.

Rule 17: Extra Seat for Comfort

A passenger may choose to purchase an additional seat for comfort under the following circumstances:

1. They are a “Customer of Size” (COS)
2. They would like to block off the extra space onboard

A seat for comfort fare is 50% off of a full Y1 fare, OR the same fare (not discounted) which they are traveling on – whichever is LESS.

Extra seats purchased for “Customers of Size”:

- Are refundable if two or more additional seats are available on the aircraft at departure time. There are no penalties on this extra seat (ex, no cancellation fee).
- Payment for extra seats purchased on a credit or debit card can be refunded upon check-in if it is obvious the flight has no chance of filling up.
- Should it be determined that the flight may possibly fill up, it may become necessary for the passenger to apply for a refund at the down line station upon arrival. If paid by cash or debit card, the passenger’s name, address and details are to be forwarded to the Passenger Solutions Manager who will then have a refund processed.

Extra seats purchased for extra space onboard:

- ARE NOT refundable.

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. In instances when refusing transportation to a person with a disability is necessary, upon request, the carrier may offer to 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 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 note 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;

DOMESTIC TARIFF RULES

ORIGINAL PAGE 37

- (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;
 - (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 Animals

The carrier will accept for transportation, without charge, a Service Animal required to assist a person with a disability provided the animal is properly harnessed and certified in writing, as being trained by a professional service animal institution. The carrier will permit the service animal to remain on the floor in an area where the person can still exercise control over the animal.

Pets including, dogs, cats and birds, when properly crated in leak-proof containers and accompanied by valid health certificates or other documents where these are required. Such pets and animals may be carried in the cargo compartment of the aircraft.

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

(G) Services to be Provided

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.

(H) 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 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.

Rule 19: Carriage Of Peace Officer(S) And Passenger(S) 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.

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.

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.

Rule 20: Acceptance of Animals (Service Animals and Pets)

Note: In the case of code-share, 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. Advance arrangements must be made with the carrier before any animal will be accepted for carriage as either checked or carry-on baggage.
2. Calm Air will accept for carriage animals/pets such as domestic dogs, cats, ferrets, rabbits, and birds, 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 cage or kennel with adequate space for the comfort of the animal. The cage or kennel must be approved by the carrier.

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

4. An animal and its container 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 (with exception to animals carried into the passenger cabin).

Note: This provision does not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers. Service Animals will be carried free of charge.

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

(B) Animals as Checked Baggage

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.

- * 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 Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers.

(C) Animals in 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.
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 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 properly harnessed and certified in writing, as being trained by a professional service animal institution. The carrier will permit the service animal to remain on the floor in an area where the person can still exercise control over the animal.

Pets including, dogs, cats and birds, when properly crated in leakproof containers and accompanied by valid health certificates or other documents where these are required. Such pets and animals may be carried in the cargo compartment of the aircraft.

(E) Search and Rescue Dogs

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

DOMESTIC TARIFF RULES

ORIGINAL PAGE 42

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.

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.

Rule 22: Schedule Irregularities

(A) Applicability

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

(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 or 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.
7. Calm Air whose flight experiences a schedule irregularity will make onward arrangements for the passenger to the next point of stopover shown on the ticket.

(C) Passenger Options – Re-Rerouting or Refund

1. Given that a passenger has a right to information on flight times and schedule changes, Calm Air will make reasonable efforts to inform passengers of schedule irregularities and to the extent possible, the reason for the schedule irregularities.
2. 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, within a reasonable amount of time.
 - (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

DOMESTIC TARIFF RULES

ORIGINAL PAGE 45

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;

- (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 take into account all known circumstances to avoid or mitigate the damages caused by the schedule irregularity within the carrier's control.

- 3. In the event of a schedule irregularity, not within the carrier's control (e.g. Force Majeure), Calm Air will provide the following:
 - (a) 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.
 - (b) 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.
 - (c) Should the fare for the alternate transportation proposed by the carrier be more expensive, there will be no additional cost to the passenger.
 - (d) 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).
 - (e) 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.

(D) Right to Care

In addition to the provisions of this rule, in case of scheduled irregularity within Calm Air's control, a passenger will be offered the following:

Length of Delay	Compensation Issued
2 hrs +	Meal voucher (as per applicable time of day)
3 hrs – 4 hrs 59 min	Travel credit of \$100
5 hrs +	Travel credit of \$200 (if \$100 was issued, change to \$200)
8 hrs +	Meals, transportation and hotel

Note the following terms:

1. Compensation is accumulative with the exception of applicable travel credit (one or the other shall apply dependent on length of delay).
2. Compensation is issued for "Controllable" delays only (mechanical, crew shortage, changes to aircraft utilization). Compensation will not be issued for weather delays/cancellations.
3. Compensation will be issued to "Revenue" passengers only (employee travel and gratuitous travel is exempt from compensation).
4. Compensation will not be applied to reservations where passengers no-show for their flight, or where they rebook immediately upon notification of the delay.
5. Travel credits will be issued to the passenger, not the payer of the file. The credit will remain on the original reservation to be used within one year from the date it is applied to the file.
6. The credit is not transferable and can be used by the passenger only for their own travel or expenses such as baggage, change fees, etc.

Rule 23: Denied Boarding and Overbooking

(A) Applicability

1. This rule applies to all passengers with exception to employee travel and gratuitous fares.
2. 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.

(B) Request for Volunteers

When a situation of denied boarding due to overbooking 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 benefits 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 benefits from the carrier. Volunteers will be offered rerouting/refund options over and above the aforementioned benefits.
3. The passenger will be eligible for such inconvenienced passenger compensation as outlined within the table under "Right to Care".

(C) Boarding Priorities

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

Passengers holding confirmed and ticketed reservations will be permitted to board in the order in which they checked in. Special consideration will be given to the following:

1. Persons with disabilities and any accompanying attendant or service animal.
2. Passengers travelling for medical purposes.
3. Passengers travelling under the services of the Unaccompanied Minor program.
4. Passengers traveling due to death or illness of a member of the passenger's family.

Note: The Passenger Solutions Manager for Calm Air will be consulted with respect to situations where passengers must be denied boarding on an involuntary basis.

(D) 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.

(E) 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, Check-in Time Limits, 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

The carrier will provide compensation in the following amounts to passengers who are involuntary denied boarding. Regardless of the fare paid (with exception to employee and gratuitous travel), passengers are entitled to a monetary compensation as follows:

Domestic Transportation:

Length of Delay	Compensation
0 – 2 Hours	\$200 CAD
2 – 6 Hours	\$400 CAD
6 Hours or More	\$800 CAD

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:

- 1. Carrier must inform passengers of the amount of cash compensation that would be due, and that the passenger may decline travel vouchers, and receive cash or equivalent;
- 2. Carrier must fully disclose all material restrictions before the passenger decides to give up the cash or equivalent payment in exchange for a travel voucher;
- 3. Carrier must obtain the signed agreement of the passenger, confirming that the passenger was provided with the aforementioned information, prior to providing travel vouchers in lieu of compensation;

DOMESTIC TARIFF RULES

ORIGINAL PAGE 50

4. The amount of the travel voucher must be not less than 300 percent of the amount of cash compensation that would be due;
5. 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. Right to Care

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. Time of Offer of Compensation

- (a) Once compensation has been offered, and if accepted, the passenger will sign an acknowledgment of offer on the day and at the place where the denied boarding occurred.
- (b) In the event the alternate transportation departs before the acknowledgement of offer can be signed, the offer will be sent by mail or by other means within 24 hours after the time the denied boarding occurs. The passenger will, in turn, sign this acknowledgment and return it by mail to the carrier.

Rule 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:

1. Government Requests, Regulations and Force Majeure

Whenever it is necessary or advisable to:

- (a) comply with any government regulation; or,
- (b) comply with any government request for emergency transportation; or,
- (c) address force majeure.

2. Search of Passenger and Property

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

3. Proof of Identity/Age

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

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.

DOMESTIC TARIFF RULES

ORIGINAL PAGE 52

- (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

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

- (a) Removal of the passenger at any point.
- (b) **Probation:** At any time, the carrier may stipulate that the passenger is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the carrier to provide transport to the passenger. Such probationary conditions may be imposed for any length of time which, in the exercise of the carrier's reasonable discretion, is necessary to ensure the passenger continues to avoid prohibited conduct.
- (c) **Refusal to Transport the Passenger:** The length of this refusal to transport may range from a one-time refusal to a longer period determined at the reasonable discretion of the carrier in light of the circumstances. Such refusal will be for a period appropriate to the nature of the prohibited conduct and until the carrier is satisfied that the passenger no longer constitutes a threat to the safety of other passengers, crew or the aircraft or to the comfort of other passengers or crew; the unhindered performance of the crew members in their duty onboard the aircraft; or safe and adequate flight operations.

DOMESTIC TARIFF RULES

ORIGINAL PAGE 53

- (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 2. 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.

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, 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.

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.

(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

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.

A death certificate or a copy, must be presented at the time of re-ticketing.

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

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.

Passengers who have had their minimum stay requirement waived will only be accommodated in the class of service originally ticketed.

A death certificate or a copy, must be presented at the time of re-ticketing.

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.

(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.
3. 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.
4. After departure, the passenger holding a ticket for return travel, may upgrade the total fare in accordance with the rules of the fare paid.

DOMESTIC TARIFF RULES

ORIGINAL PAGE 59

5. 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).
6. 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.

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 \$100,000 CAD.
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 or loss of, damage to, or delay of checked and unchecked baggage

4. The carrier is liable for damages sustained in the case of destruction or loss of, damage to, 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 \$1,800 CAD for each passenger in the case of destruction, loss, damage or delay of baggage, whether checked or unchecked. However, the limit will not apply:
 - (i) If it is proved that the damage resulted from an act or omission of the carrier, its servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in case of such act or omission of a servant or agent, it is also proved that such servant or agent was performing services for the carrier in furtherance of the contract of carriage.
 - (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;
- (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 resulting from the delay in delivery of any perishable items, 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.

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

(E) Overriding Law

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

(F) Modification and Waiver

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

(G) Gratuitous Transportation

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

Rule 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:

DOMESTIC TARIFF RULES

ORIGINAL PAGE 65

- (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.

(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.

DOMESTIC TARIFF RULES

ORIGINAL PAGE 66

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.

TABLE 1: 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