



**LOCAL DOMESTIC TARIFF**  
**CONTAINING**  
**Rules, Rates, and Charges**  
**Applicable to the**  
**Operation of Aircraft for the**  
**Transportation of Passengers and Baggage or Goods**  
**Between Points in Canada**

**Issued by:**

Paul Slaney

Director of Flight Operations

Air Borealis Ltd.

P.O. Box 1101 Stn. C

Happy Valley Goose Bay, NL

A0P 1C0

Issue Date:  
February 4, 2021

Effective Date:  
February 5, 2021

## LIST OF EFFECTIVE PAGES

Page	Revision	Effective Date
1	Amendment 2	February 5, 2021
2	<b>Amendment 3</b>	<b>September 13, 2022</b>
3	<b>Amendment 3</b>	<b>September 13, 2022</b>
4	<b>Amendment 3</b>	<b>September 13, 2022</b>
5	Amendment 2	February 5, 2021
6	Amendment 2	February 5, 2021
7	Amendment 2	February 5, 2021
8	Amendment 2	February 5, 2021
9	Amendment 2	February 5, 2021
10	Amendment 2	February 5, 2021
11	Amendment 2	February 5, 2021
12	Amendment 2	February 5, 2021
13	Amendment 2	February 5, 2021
14	Amendment 2	February 5, 2021
15	Amendment 2	February 5, 2021
16	Amendment 2	February 5, 2021
17	Amendment 2	February 5, 2021
18	Amendment 2	February 5, 2021
19	Amendment 2	February 5, 2021
20	Amendment 2	February 5, 2021
21	Amendment 2	February 5, 2021
22	Amendment 2	February 5, 2021
23	Amendment 2	February 5, 2021
24	Amendment 2	February 5, 2021
25	Amendment 2	February 5, 2021
26	Amendment 2	February 5, 2021
27	Amendment 2	February 5, 2021
28	Amendment 2	February 5, 2021
29	Amendment 2	February 5, 2021
30	Amendment 2	February 5, 2021
31	Amendment 2	February 5, 2021
32	Amendment 2	February 5, 2021
33	Amendment 2	February 5, 2021
34	Amendment 2	February 5, 2021
35	Amendment 2	February 5, 2021
36	Amendment 2	February 5, 2021
37	Amendment 2	February 5, 2021
38	Amendment 2	February 5, 2021
39	Amendment 2	February 5, 2021

Page	Revision	Effective Date
40	Amendment 2	February 5, 2021
41	Amendment 2	February 5, 2021
42	Amendment 2	February 5, 2021
43	Amendment 2	February 5, 2021
44	Amendment 2	February 5, 2021
45	Amendment 2	February 5, 2021
46	<b>Amendment 3</b>	<b>September 13, 2022</b>
47	Amendment 2	February 5, 2021
48	Amendment 2	February 5, 2021
49	Amendment 2	February 5, 2021
50	Amendment 2	February 5, 2021
51	Amendment 2	February 5, 2021
52	Amendment 2	February 5, 2021
53	Amendment 2	February 5, 2021
54	Amendment 2	February 5, 2021
55	Amendment 2	February 5, 2021
56	Amendment 2	February 5, 2021
57	Amendment 2	February 5, 2021
58	Amendment 2	February 5, 2021
59	Amendment 2	February 5, 2021
60	Amendment 2	February 5, 2021
61	Amendment 2	February 5, 2021
62	Amendment 2	February 5, 2021
63	Amendment 2	February 5, 2021
64	Amendment 2	February 5, 2021
65	Amendment 2	February 5, 2021
66	Amendment 2	February 5, 2021
67	Amendment 2	February 5, 2021
68	Amendment 2	February 5, 2021
69	Amendment 2	February 5, 2021
70	Amendment 2	February 5, 2021
71	Amendment 2	February 5, 2021
72	Amendment 2	February 5, 2021
73	Amendment 2	February 5, 2021
74	Amendment 2	February 5, 2021
75	Amendment 2	February 5, 2021
76	Amendment 2	February 5, 2021
77	Amendment 2	February 5, 2021
78	Amendment 2	February 5, 2021

Page	Revision	Effective Date
79	Amendment 2	February 5, 2021
80	Amendment 2	February 5, 2021
81	Amendment 2	February 5, 2021
82	Amendment 2	February 5, 2021
83	Amendment 2	February 5, 2021
84	Amendment 2	February 5, 2021
85	<b>Amendment 3</b>	<b>September 13, 2022</b>
86	Amendment 2	February 5, 2021
87	Amendment 2	February 5, 2021
88	Amendment 2	February 5, 2021
89	Amendment 2	February 5, 2021
90	Amendment 2	February 5, 2021
91	Amendment 2	February 5, 2021
92	Amendment 2	February 5, 2021
93	Amendment 2	February 5, 2021
94	Amendment 2	February 5, 2021
95	Amendment 2	February 5, 2021
96	Amendment 2	February 5, 2021
97	Amendment 2	February 5, 2021
98	Amendment 2	February 5, 2021
99	Amendment 2	February 5, 2021
100	Amendment 2	February 5, 2021
101	Amendment 2	February 5, 2021
102	Amendment 2	February 5, 2021
103	Amendment 2	February 5, 2021
104	Amendment 2	February 5, 2021
105	Amendment 2	February 5, 2021
106	Amendment 2	February 5, 2021
107	Amendment 2	February 5, 2021
108	Amendment 2	February 5, 2021
109	Amendment 2	February 5, 2021
110	Amendment 2	February 5, 2021
111	Amendment 2	February 5, 2021
112	Amendment 2	February 5, 2021
113	Amendment 2	February 5, 2021
114	Amendment 2	February 5, 2021
115	Amendment 2	February 5, 2021
116	Amendment 2	February 5, 2021
117	Amendment 2	February 5, 2021
118	Amendment 2	February 5, 2021
119	Amendment 2	February 5, 2021

Page	Revision	Effective Date
120	Amendment 2	February 5, 2021
121	Amendment 2	February 5, 2021
122	Amendment 2	February 5, 2021
123	Amendment 2	February 5, 2021
124	Amendment 2	February 5, 2021
125	Amendment 2	February 5, 2021
126	Amendment 2	February 5, 2021
127	Amendment 2	February 5, 2021
128	Amendment 2	February 5, 2021
129	Amendment 2	February 5, 2021
130	Amendment 2	February 5, 2021
131	Amendment 2	February 5, 2021
132	Amendment 2	February 5, 2021
133	Amendment 2	February 5, 2021
134	Amendment 2	February 5, 2021
135	Amendment 2	February 5, 2021
136	Amendment 2	February 5, 2021
137	Amendment 2	February 5, 2021
138	Amendment 2	February 5, 2021
139	Amendment 2	February 5, 2021
140	Amendment 2	February 5, 2021
141	Amendment 2	February 5, 2021
142	Amendment 2	February 5, 2021
143	Amendment 2	February 5, 2021
144	Amendment 2	February 5, 2021
145	Amendment 2	February 5, 2021
146	Amendment 2	February 5, 2021
147	Amendment 2	February 5, 2021
148	Amendment 2	February 5, 2021
149	Amendment 2	February 5, 2021
150	Amendment 2	February 5, 2021
151	Amendment 2	February 5, 2021
152	Amendment 2	February 5, 2021
153	Amendment 2	February 5, 2021
154	Amendment 2	February 5, 2021
155	Amendment 2	February 5, 2021
156	Amendment 2	February 5, 2021
157	Amendment 2	February 5, 2021
158	Amendment 2	February 5, 2021
159	Amendment 2	February 5, 2021
160	Amendment 2	February 5, 2021

[illegible]

**INTENTIONALLY LEFT BLANK**

## TABLE OF CONTENTS

LIST OF EFFECTIVE PAGES .....	2
TABLE OF CONTENTS .....	6
EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS .....	9
RULE 1 DEFINITIONS.....	10
RULE 2 APPLICATION OF TARIFF .....	17
RULE 3 AVAILABILITY OF EQUIPMENT AND SPACE .....	20
RULE 4 CONDITIONS OF CARRIAGE .....	22
RULE 5 CURRENCY .....	26
RULE 6 INCIDENTAL TRAFFIC.....	28
RULE 7 RESPONSIBILITY OF CARRIER .....	30
RULE 8 SPACE FOR AIR BOREALIS USE .....	32
RULE 9 TRAFFIC DOCUMENTS .....	34
RULE 10 LIMITATIONS OF LIABILITY .....	36
RULE 11 LIABILITY FOR CHARGES .....	41
RULE 12 EXCLUSIONS FROM LIABILITY RESPECTING GOODS .....	42
RULE 13 SCHEDULES .....	44
RULE 14 FAILURE TO OPERATE ON SCHEDULE.....	46
RULE 15 OPERATION, INTERRUPTION OR CANCELLATION OF SERVICE .....	48
RULE 16 ROUTING AND REROUTING – GOODS .....	49
RULE 17 REROUTING – PASSENGER .....	51
RULE 18 SPLIT CHARTERS.....	53
RULE 19 STOPOVERS .....	55
RULE 20 SUBSTITUTION OF AIRCRAFT .....	57
RULE 21 APPLICATION OF FARES .....	59
RULE 22 CONSTRUCTION OF FARES NOT PUBLISHED .....	61
RULE 23 FARES FOR MEDICAL PASSENGERS.....	63
RULE 24 FARES FOR COMPASSIONATE TRAVEL .....	65
RULE 25 ONE PERSON, ONE FARE .....	67
RULE 26 FARES FOR PASSENGERS ON STRETCHERS .....	69
RULE 27 FARES FOR ROUND TRIPS .....	71
RULE 28 FARES FOR SENIORS .....	73
RULE 29 FARES FOR STUDENTS .....	75
RULE 30 DISPOSITION OF FRACTIONS WHEN COMPUTING CHARGES RE: WEIGHT OF BAGGAGE, CARGO SHIPMENT, CUBIC DIMENSIONS .....	77
RULE 31 RESERVATIONS .....	79
RULE 32 TICKETS .....	82

RULE 33	REFUNDS .....	84
RULE 34	APPLICATION OF RATES AND CHARGES .....	86
RULE 35	CHARTER & FERRY MILEAGE DETERMINATION .....	88
RULE 36	DETERMINATION OF TOTAL CHARTER MILES OR HOURS .....	90
RULE 37	DETERMINATION OF FLIGHT TIME .....	92
RULE 38	DISPOSITION OF FRACTIONS WHEN COMPUTING CHARGES RE: MILEAGE .....	94
RULE 39	EXTENSIONS OF GUARANTEE .....	96
RULE 40	CHARGES FOR CANCELLATION OF CHARTERS BY THE CHARTERER .....	98
RULE 41	CHARGES FOR CREW EXPENSES .....	100
RULE 42	CHARGES FOR LAYOVER/DETENTION ON NON-TERM CHARTERS .....	102
RULE 43	ADDITIONAL CHARGES/FEEES .....	104
RULE 44	CHARGES FOR LOADING AND UNLOADING AIRCRAFT .....	106
RULE 45	MINIMUM CHARGES .....	108
RULE 46	SPECIAL CONTRACTS .....	110
RULE 47	STORAGE .....	112
RULE 48	CHARGES FOR STORAGE .....	114
RULE 49	PAYMENT AND ADJUSTMENT OF CHARGES .....	116
RULE 50	PAYMENT OF CHARGES ON BEHALF OF THE CHARTERER .....	118
RULE 51	CREDITS FOR FUEL AND OIL SUPPLIED BY CHARTERER .....	120
RULE 52	APPLICATION OF RATES AND CHARGES - SHIPPAGE OF GOODS .....	122
RULE 53	CHARGES FOR DECLARED VALUE .....	124
RULE 54	CHARGES ON MIXED SHIPMENTS (GOODS) .....	126
RULE 55	CHARGES PREPAID (GOODS) .....	128
RULE 56	SHIPMENTS (COLLECT ON DELIVERY) .....	130
RULE 57	PAYMENT OF RATES AND CHARGES .....	132
RULE 58	CLAIM PROCEDURE – GOODS .....	134
RULE 59	NOTICE AND DISPOSITION OF GOODS .....	136
RULE 60	CARRIER'S LIEN .....	138
RULE 61	INDEMNIFICATION (GOODS) .....	140
RULE 62	UNACCOMPANIED MINORS .....	142
RULE 63	CARRIAGE OF A PERSON WITH A DISABILITY .....	144
RULE 64	CARRIAGE OF A MEDICAL ATTENDANT (ATTENDANT TRAVEL) .....	154
RULE 65	CARRIAGE OF PASSENGERS TRAVELING WITH INFANTS .....	156
RULE 66	SEATING OF CHILDREN UNDER THE AGE OF 14 YEARS .....	158
RULE 67	CARRIAGE OF PEACE OFFICER(S) AND PASSENGER(S) UNDER ESCORT .....	160
RULE 68	CARRIAGE OF PREGNANT WOMEN .....	162
RULE 69	CARRIAGE OF DANGEROUS ARTICLES/CARGO .....	164

RULE 70	CARRIAGE OF HUMAN REMAINS.....	166
RULE 71	CARRIAGE OF LIVE ANIMALS.....	168
RULE 72	CARRIAGE OF PERISHABLE GOODS .....	170
RULE 73	INTERLINE BAGGAGE ACCEPTANCE.....	172
RULE 74	ACCEPTANCE OF BAGGAGE.....	174
RULE 75	BAGGAGE ALLOWANCE.....	178
RULE 76	CHARGES FOR EXCESS BAGGAGE .....	180
RULE 77	Denied Boarding/Overbooking & Delays .....	182
RULE 78	PACKING AND MARKING REQUIREMENTS FOR SHIPMENTS.....	187
RULE 79	SHIPMENTS ACCEPTABLE .....	189
RULE 80	SHIPMENTS NOT ACCEPTABLE .....	191
RULE 81	SHIPMENTS SUBJECT TO ADVANCE ARRANGEMENTS.....	193
RULE 82	QUALIFIED ACCEPTANCE OF SHIPMENTS .....	195
RULE 83	INSPECTION OF SHIPMENTS .....	197
RULE 84	AIR BILL AND SHIPPING DOCUMENTS.....	199
RULE 85	SPECIALTY ANIMALS.....	201

## EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

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

## **RULE 1      DEFINITIONS**

<b>“Advance Arrangement”</b>	Means that the shipper is required to first contact Air Borealis to determine if a particular shipment is acceptable for carriage.
<b>“Agency”</b>	Means Canadian Transportation Agency (CTA) (A).
<b>“Airline Designator Code”</b>	Means an identification code comprised of two-characters which is used for commercial and traffic purposes such as reservations, schedules, timetables, ticketing, tariffs and airport display systems. Airline designators are assigned by IATA. When this code appears on a ticket, it reflects the carrier that is marketing the flight, which might be different from the carrier operating the flight.
<b>“Air Waybill”</b>	Means a non-negotiable air-bill of the required number of copies, covering the cargo transported by Air Borealis subject to this tariff.
<b>“Ambulatory”</b>	Means a person who is able to move about within an aircraft unassisted.
<b>“Animals”</b>	Scheduled service includes live animals carried as checked baggage through our Cargo department. Private Charter services accepts live animals.
<b>“APPR”</b>	Means Air Passenger Protection Regulations, SOR/2019-150
<b>“Assistant”</b>	A person who travels with a person with a disability and is fully capable of providing a service to the disability that is not usually provided by the Carrier’s staff.
<b>“Baggage”</b>	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.
<b>“Baggage Rules”</b>	<p>Means the conditions associated with the acceptance of baggage, services incidental to the transportation of baggage, allowances and all related charges. For example, baggage rules may address the following topics:</p> <ul style="list-style-type: none"><li>• The maximum weight and dimensions of passenger bags, if applicable, both checked and unchecked;</li></ul>

- The number of checked and unchecked passenger bags that can be transported and the applicable charges;
- Excess and oversized baggage charges;
- Charges related to check-in, collection and delivery of checked baggage;
- Baggage provisions related to prohibited or unacceptable items, including embargoes;
- Acceptance and charges related to special items, e.g. fishing equipment, skis, etc.
- Terms or conditions that would alter or impact the baggage allowances and charges applicable to passengers (e.g. Air Miles redemption travel); and,
- Other rules governing treatment of baggage at stopover points, including passengers subject to special baggage allowances or charges, etc.

**“Baggage Tag”**

Means a document issued by Air Borealis solely for the identification of checked baggage, part of which is given to the passenger as a receipt for the checked baggage and the remaining part is attached by Air Borealis to the passenger baggage.

**“CTA (A)”**

Means *Canadian Transportation Act*, 1996, as amended from time to time.

**“Canada”**

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

**“Carrier”**

Means Air Borealis.

**“Charter Flight”**

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

**“Charterer”**

Means a person, firm, corporation, association, partnership or other legal entity who agrees to hire the complete capacity of one or more aircraft of the carrier for the transportation of passengers and baggage or goods and/or property from a specified origin to a specified destination for a particular itinerary agreed upon in advance.

**“Checked Baggage”**

Means baggage of which Air Borealis is takes sole custody and for which Air Borealis issues a baggage identification tag.

<b>“Check-in Deadline”</b>	Means the time limit specified by the Carrier by which the passenger must have completed check-in formalities and received a boarding pass.
<b>“Destination”</b>	Means the point to which the passenger or goods to be transported on a flight is bound.
<b>Down Line Carrier</b>	Means any carrier, other than the selecting carrier, who is identified as providing interline transportation to the passenger by virtue of the passenger’s ticket.
<b>“Emotional Support Animal”</b>	Means a dog which is used by a person with a mental health disability, as diagnosed in accordance with the Diagnostic and Statistical Manual of Mental Disorders, to provide support-based assistance and comfort.
<b>“Force Majeure”</b>	Means an event, the cause or causes of which are not attributable to the willful misconduct or gross negligence of Air Borealis, including, but not limited to (i) earthquake, flood, hurricane, explosion, fire, storm, epidemic, other acts of God or public enemies, war, national emergency, invasion, insurrection, riots, strikes, picketing, boycott, lockouts or other civil disturbances, (ii) interruption of flying facilities, navigational aids or other services, (iii) any laws, rules, proclamations, regulations, orders, declarations, interruptions or requirements of or interference by and government or governmental agency or official thereof, (iv) inability to produce materials, accessories, equipment or parts from suppliers, mechanical failure to the aircraft, or (v) the actions of third parties including government or air traffic control, airport authorities, security agencies, law enforcements or Customs and Immigration officials, or (vi) any other cause or circumstance whether similar or dissimilar, seen or unforeseen, which Air Borealis is unable to overcome.
<b>“Goods”</b>	Means anything that can be transported by air, including animals, other than in plane-load and baggage.
<b>“Infant”</b>	Means children under the age of 2 years at the commencement of travel and carried free of charge by and adult sharing the same seat as the infant. Proof of age must be provided and is restricted to one infant per adult passenger.
<b>“Interline Agreement”</b>	Means an agreement between two or more carriers to co-ordinate the transportation of passengers and their baggage from the flight of one air carrier to the flight of another air carrier (through to the next point of stopover).
<b>“Interline Itinerary”</b>	Means all flights reflected on a single ticket involving multiple air carriers. Only travel on a single ticket is subject to the Agency’s approach provided the origin or the ultimate ticketed destination is a point in Canada.
<b>“Interline Travel”</b>	Means travel involving multiple air carriers listed on a single ticket that is purchased via a single transaction.

<b>“Involuntary Refunds”</b>	Means a refund of an unused ticket or portion thereof or an unused miscellaneous charges order required as a result of Air Borealis cancelling a flight, failing to operate a flight according to schedule, failing to stop at a point which the passenger is destined or is ticketed to stop over, or causing the passenger to miss a connecting flight or where, because of safety or legal requirements or the condition or conduct of the passenger, carriage is refused.
<b>“Irregular Operation”</b>	Means any of the following irregularities which occur on the day of departure, but does not include disruptions resulting from labour disturbances and/or strikes: <ul style="list-style-type: none"><li>a) - delay in scheduled departure or arrival of Air Borealis flight resulting in a misconnection; or</li><li>b) flight cancellation, omission of a scheduled stop, or any delay or interruption in the scheduled operation of Air Borealis flights; or</li><li>c) substitution of equipment; or</li><li>d) schedule changes which require rerouting a passenger who has not been given notice of the change prior to the passenger’s arrival at the airport to check in for the original flight.</li></ul>
<b>“Itinerary”</b>	Means a schedule setting forth the name of the relevant passenger(s), the flight, flight number, class of flight, flight times, as well as the Origin and Destination of the flight issued to a passenger on payment of the appropriate rates and charges in respect of that flight.
<b>“Marketing Carrier”</b>	Means the carrier that sells flights under its code.
<b>“Marketing Partner”</b>	Means the partner selling transportation in its name and that is the holder of a licence issued by the Agency under Part II of the Canada Transportation Act.
<b>“Miscellaneous Charge Order (MCO)”</b>	Means a document, which may be used as a future travel voucher valid from one 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.
<b>“Misconnection”</b>	Occurs at a connection point when a passenger holding confirmed space is or will be unable to use the accommodation out of the connecting point because Air Borealis was unable to deliver them to the connecting point in time to connect with the other flight due to late arrival of his/her flight at the connecting point, or cancellation of their flight at point of origin or enroute.
<b>“Non Ambulatory”</b>	A person who is not able to move about within an aircraft unassisted.
<b>“Non Self Reliant”</b>	A person who is not self reliant as defined below.

<b>Operating Carrier</b>	Means the carrier that operates the aircraft.
<b>“Origin”</b>	Means the point from which a charter flight commences with passengers or goods to be transported.
<b>“Outbound Flight”</b>	Means the flight on which a passenger originally held confirmed space beyond the point where the schedule irregularity or failure to carry or misconnection occurs.
<b>“Overbooking/Oversold”</b>	Is the result of selling more seats than the available number of seats on a flight?
<b>“Participating Carrier(s)”</b>	Includes both the selecting carrier and down line carriers who have been identified as providing interline transportation to the passenger by virtue of the passenger’s ticket
<b>“Passenger”</b>	Means any person, except member of the crew, carried or to be carried in an aircraft with the consent of AIR BOREALIS pursuant to a charter agreement.
<b>“Passenger Liability”</b>	<p>Means the legal liability of AIR BOREALIS to any passenger or other person in respect of a passenger, arising from AIR BOREALIS’ operation, ownership or possession of any aircraft, for:</p> <ul style="list-style-type: none"><li>a) injury or death of persons who are passengers;</li><li>b) loss suffered or sustained by a passenger or other person as a result of AIR BOREALIS’ inability to perform, in whole or in part, the air service contracted for;</li><li>c) damage to or loss of goods in AIR BOREALIS’ charge; or</li><li>d) losses due to any delay in delivery of any goods in AIR BOREALIS charge.</li></ul>
<b>“Person with a Disability”</b>	Includes any person who, by virtue of a locomotor, sensory, intellectual, or other impairment, or mental health condition, requires services or assistance beyond those normally offered by AIR BOREALIS.
<b>“Positioning”</b>	Means the movement of an aircraft without payload to position the aircraft to perform a charter flight or upon completion of a charter flight to position the aircraft to a point required by AIR BOREALIS.
<b>“Reroute”</b>	Means to issue a new ticket covering transportation to the same destination as, but via a different routing than that designated on the ticket, or portion thereof, then held by the passenger or to honor the ticket or portion thereof then held by the passenger for transportation to the same destination as, but via a different routing than that designated thereon.
<b>“Reservation”</b>	Is the record, either in paper form or 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 to the passenger.

<b>“Round Trip”</b>	Means any trip, the ultimate destination of which is the point or origin and which is made in both directions.
<b>“Routing”</b>	Means AIR BOREALIS and/or the cities and/or class of service and/or type of aircraft via which transportation is provided between two points, as specified in this tariff.
<b>“Selected Carrier”</b>	Means the carrier whose baggage rules apply to the entire interline itinerary.
<b>“Selecting Carrier”</b>	Means the carrier whose designator code is identified on the first flight segment of the passenger’s ticket at the beginning of an interline itinerary issued on a single ticket whose origin or ultimate destination is in Canada.
<b>“Single Ticket”</b>	Means a document that permits travel from origin to destination. It may include interline/code-share and intra-line segments. It may also include end-to-end combinations (i.e., stand alone fares that can be bought separately but combined together to form one price).
<b>“Summary Page at the End of an Online Purchase”</b>	Means a page on a carrier’s Website which summarizes the details of a ticket purchase transaction just after the passenger has agreed to purchase the ticket from the carrier and has provided a form of payment.
<b>“Self Reliant”</b>	A person who is independent, self sufficient and capable of taking care of all his/her physical needs during flight, during an emergency evacuation or decompression. They require no special or unusual attention beyond that afforded to the general public, except that he/she may require assistance in boarding or deplaning.
<b>“Service Animal”</b>	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.
<b>“Shipment”</b>	Means a single consignment of one or more pieces, from one shipper at one time at one address, receipted for in one lot and moving on one airbill to one consignee at one destination address.
<b>“Shipper”</b>	Means the same as consignor.
<b>“Specialty Animals”</b>	Specialty animals are defined as dogs that are not providing a service to a person with a disability, but are trained to perform professional functions. A registered certificate will be required as proof that the dog is trained.
<b>“Stopover”</b>	Means a deliberate interruption of a journey by the passenger, agreed in advance by AIR BOREALIS, at a point between the place of departure and the place of destination unless the published fare includes a stopover.

<b>“Tariff”</b>	Means this tariff of terms and conditions of carriage applicable to the provision of International and ancillary services thereto.
<b>“Term Charter”</b>	Means a charter for a specified number of consecutive days or months or a combination thereof.
<b>“Traffic”</b>	Means any passengers or goods that are transported by air.
<b>“Voluntary Refunds”</b>	Means a refund of an unused or partially used ticket or an unused miscellaneous charge order (MCO) for reasons other than those mentioned under the definition of an involuntary refund.
<b>“Voucher”</b>	Means a monetary credit provided either in electronic format to a passenger that may be used toward future travel services or the provision of the incidental services such as meals, ground transportation, and hotel accommodation.

## **RULE 2      APPLICATION OF TARIFF**

### **Scheduled & Charter Service**

#### **(A) General**

1. This Tariff is applicable to the transportation of passengers and their baggage or goods in scheduled and charter service on aircraft operated by Air Borealis.
2. For carriage of flights marketed by Air Borealis but operated by another Carrier, unless otherwise stated in this tariff.
3. Service will be furnished under the terms of this tariff only after an appropriate written charter agreement, in the form prescribed by the charterer and Air Borealis.
4. Transportation originating in Canada shall be subject to the rules, rates and changes published and referred to in this tariff in effect, by virtue of the effective date of each page, on the date of signing of the charter agreement.
5. The contents of this tariff form part of the charter contract between Carrier and Charterer and in the event of any conflict between this tariff and the charter contract this tariff shall prevail unless departure from the tariff has been authorized by the CTA(A).
6. Only officers and directors of Air Borealis have the authority to alter, modify or waive any provisions of this Tariff.
7. The Carrier's rules, regulations and conditions of carriage as found in this Tariff are subject to change without notice.
8. When the Carrier issues a Ticket, Baggage Identification Tag, or makes any other arrangements for transportation over the services of any other carrier (whether or not such transportation is part of a through service), the Carrier acts only as agent for such other carrier and the Tariff of that other carrier will apply. Carrier will assume no responsibility for the acts or omissions of such other carrier.

#### **(B) Gratuitous Carriage and Non-Public Fares**

Subject to the provisions of the Convention and the APPR, the Carrier reserves the right to exclude the application of all or any part of this Tariff with respect to gratuitous carriage and Non-Public Fares. Compensation entitlements under the APPR (including but not limited to the compensation entitlements set out in Rules 14 & 77) shall not apply to gratuitous carriage and Non-Public Fares.

#### **(C) Guest Recourse**

Any compensation offered to passengers is found in this Tariff or is outlined in applicable government regulations.

In the case of dispute with the Carrier, passengers should, as the first recourse, try to resolve any problem by dealing directly with the Air Borealis. If the passenger has attempted to resolve a complaint with Air Borealis 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.

#### **(D) Carrier Requirements and Recourse**

Notwithstanding anything to the contrary herein contained, Air Borealis reserves the right to refuse to board or transport or remove from an aircraft at any time, any person or good if such refusal or removal is, in the Carrier's reasonable discretion, necessary or desirable for reasons of the health, comfort or safety of that person, passengers, Air Borealis employees or agents, the Air Crew, the aircraft or the safe operation of the aircraft, or is otherwise necessary or desirable to prevent violation of any applicable law, regulation or order of any governmental authority of those jurisdictions where the aircraft shall be flown from, to or over.

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

#### **(E) Air Transportation Contract**

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

- Reservations for which Fares have been paid and an itinerary issued, shall be binding upon the Guest and the Carrier; but will not be valid for boarding or transportation purposes until the Guest has secured a seat-assigned Boarding Pass;
- Reservations, itineraries, and Boarding Passes are non-transferable;
- a Boarding Pass shall only be effective for the Flight to which such Boarding Pass relates; and
- Seat assignments are not guaranteed and are subject to change without notice.

#### **(F) Air Passenger Protection Regulations (APPR)**

The obligations of the carrier under APPR form part of this tariff and supersede any incompatible or inconsistent term and condition of carriage set out in the tariff to the extent of such inconsistency or incompatibility, but do not relieve the carrier from applying terms and conditions of carriage of this tariff that are more favorable to the passenger than the obligations set out in the APPR.

For the purposes of APPR, Air Borealis is considered a small airline carrier.

#### **(G) Accessible Transportation for Persons with Disabilities Regulations ("ATPDR")**

The obligations of the carrier under ATPDR form part of this tariff and supersede any incompatible or inconsistent term and condition of carriage set out in the tariff to the extent of such inconsistency or incompatibility, but do not relieve the carrier from applying terms and conditions of carriage of this tariff that are more favorable to the passenger than the obligations set out in the ATPDR.

For the purposes of ATPDR, Air Borealis is considered a small airline carrier.

**INTENTIONALLY LEFT BLANK**

### **RULE 3      AVAILABILITY OF EQUIPMENT AND SPACE**

#### **Scheduled & Charter Service**

AIR BOREALIS undertakes to transport, consistent with its capacity to carry, all property accepted for transportation. All shipments are subject to the availability of suitable equipment and with respect to carrier transporting passengers, air mail and air express, to available space after the accommodation of passengers, air mail and air express. The carrier will determine the priority of carriage as between shipments and will decide which shipments will not be carried on a particular flight and which will be removed at any time or place whatsoever and when a flight will proceed without all or any part of a shipment.

Any shipment or commodity will be subject to refusal, delay or embargo by carrier, if such shipment or commodity cannot be transported with reasonable dispatch by reason of any governmental rules, regulation, or orders, or because of unavailability of suitable equipment or for other conditions beyond the control of AIR BOREALIS.

**INTENTIONALLY LEFT BLANK**

## **RULE 4      CONDITIONS OF CARRIAGE**

Scheduled Service & Charter Service

### **1. Space and Weight Limitations**

Passengers and baggage or goods will be carried within space and weight limitations of the aircraft.

### **2. General Conditions of Acceptance of Baggage**

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

Air Borealis 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:

### **3. Checked Baggage – Scheduled Service**

- a. Once Air Borealis 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.
- b. Checked baggage will be carried on the same aircraft as the passenger unless the baggage is delayed or Air Borealis decides that it is impractical to carry the baggage on the same aircraft. In case of delay, the carrier will take necessary steps to inform the passenger on the status of the baggage, ensure the passenger has their incidentals covered and arrange to deliver the baggage to the passenger as soon as possible unless applicable laws require the presence of the passenger for customs clearance.
- c. 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 (Reference Rules 74 & 75), the passenger will be subject to the excess baggage charges set out in Rule 76.

### **4. Unchecked Baggage (Personal item or Sky Check)**

- a. Unchecked baggage must be within the carrier's size and weight limits to be taken onboard the aircraft.

***Note: When traveling interline with Air Borealis, please note carry-on baggage is not permitted on Air Borealis Twin Otter (DHC-6) due to Aircraft Restrictions and Limitations. Refer to Rule 73 Interline Baggage for all Air Borealis baggage information.*** For passengers traveling with Air Borealis, one (1) personal item that is secured to the person may be carried. This will include, but not limited to, a purse (maximum dimension 10"x12"x8" (LxWxH) medication bag, and small personal containers carrying life sustaining items such as CPAP.

- b. Air Borealis also offers a free Sky Check Service for one (1) item which will include but not limited to, a backpack with a laptop/fragile/valuable items, camera and diaper bag. The maximum dimensions for this item is 12"x16"x10" (LxWxH) with a maximum weight of 13 lbs. This Sky Check Service, with the above restrictions, will be at no additional charge to the passenger and in addition to our 50 lbs free allowance of checked baggage.

***Note: For passengers traveling with PAL Airlines, Sky Checked items will be stowed in the baggage compartment; for passengers traveling with Air Borealis, Sky Checked items will be stored onboard the aircraft in front of the cabin.***

## **5. Exclusions from Liability – Passengers**

Subject to the limits of liability contained in this tariff, Air Borealis will be exempted from liability due to any failure to perform any of its obligations under Carrier's charter agreement arising from:

- a. Labour disputed or strikes, whether of Carrier's employees or of others upon whom Air Borealis relies for the fulfillment of the Charter agreement, and
- b. "Force Majeure", or any other causes not attributable to the willful misconduct of carrier including accidents to, or failure to aircraft or any part thereof, of any machinery or apparatus used in connection therewith. Refusal of any Government or public body on whatsoever ground to grant Carrier any clearance, license, right or other permission necessary to the performance of Carrier's charter agreement is deemed to be included in the term "Force Majeure". Provided, always, that in the event of such failure, Carrier will use its best efforts to fulfill its obligations including the provision of alternate means of transport.

## **6. Refusal to Transport – Passengers**

Notwithstanding anything to the contrary herein contained, Air Borealis reserves the right to refuse to board or transport or remove from an aircraft at any time, any person if such refusal or removal is, in the carrier's reasonable discretion, necessary or desirable for reasons of the health, comfort and safety of that person, passengers, the carrier's employees or agents, the aircrew, the aircraft or the safe operation of the aircraft, or is otherwise necessary or desirable to prevent violation of any applicable law, regulation or order of any governmental authority of those jurisdictions where the aircraft shall be flown from, to or over.

Air Borealis may, in its reasonable discretion, impose those sanctions described in part 8 of this rule, including the imposition of conditions in respect of future travel on a passenger who has engaged in any conduct or behavior more fully described in part 8. In particular, without limiting the generality of the foregoing, the following rules apply with respect to the boarding or transportation of passengers by the carrier (Scheduled/Charter)

## **7. Medical Clearance**

The carrier reserves the right to require a medical clearance from a registered physician if travel involves any unusual risk or hazard to hazard to the passenger or to other persons (including, in cases of pregnant passengers, unborn children).

## **8. Prohibited Conduct and Sanctions**

Air Borealis may impose sanctions on any person who engages in or has engaged in any conduct or behavior on the Carrier's aircraft, or to the knowledge or reasonable belief of the Carrier, on any airport property or other Carrier's aircraft, that the Carrier determines, in its reasonable judgment, may have a negative effect on the safety, comfort or health of that person, passengers, carrier's employees or agents, aircrew or aircraft or the safe operations of Air Borealis aircraft (the "Prohibited Conduct").

- a. Examples of Prohibited Conduct that could give rise to the imposition of sanctions include:
  - a. Significant impairment arising from the consumption or use of alcohol or drugs prior to boarding or while on board an aircraft of Air Borealis;
  - b. Engaging in belligerent, lewd or obscene behavior toward a passenger or employee or agent of Air Borealis;
  - c. Threatening, harassing, intimidating, assaulting or injuring a passenger or employee or agent of Air Borealis;
  - d. Tampering with or willfully damaging or attempting to tamper with or willfully damage an aircraft, its equipment or other property of Air Borealis;

- e. Failing to comply with all instructions, including all instructions to cease Prohibited Conduct, given by Air Borealis employees;
  - f. Unauthorized intrusion or attempted intrusion onto the flight deck of an aircraft;
  - g. Smoking or attempted smoking in an aircraft;
  - h. Wearing or carrying dangerous or deadly weapons on aircraft (other than on duty escort or peace officers who have complied with Air Borealis guidelines).
- b. The sanctions Air Borealis may impose on a person may be one or a combination of the following:
- a. Written or verbal warning;
  - b. Refusal to permit boarding of an aircraft except under appropriate conditions, such as with the presence of an approved escort;
  - c. Removal from an aircraft at any point;
  - d. Requiring the person, to undertake in writing to refrain from repeating the prohibited conduct in question and from engaging in any other prohibited conduct as a prerequisite to further travel with Air Borealis during the probationary period that will not normally exceed one year;
  - e. Refusal to transport the person as determined by the Carrier.

Air Borealis reserves the right, in its reasonable discretion, to impose the sanction it considers appropriate considering the severity of the Prohibited Conduct as described above. The carrier accepts no responsibility for the repatriation expenses of an individual who has been refused carriage under the above terms.

## **9. Refusal of Carriage – Baggage or Shipments**

Air Borealis shall refuse to carry any articles that it has reasonable grounds for believing:

- a. Will endanger the safety of the aircraft, crew, passengers, or any property;
- b. Are shipped contrary to any governmental regulations;
- c. Are liable to cause damage to the aircraft or to baggage or goods on board the aircraft or injury to persons on board the aircraft;

Air Borealis shall refuse to carry improperly packed or otherwise defective baggage or goods.

Air Borealis is not liable for its refusal to transport any passenger or for its removal of any passenger in accordance with the preceding paragraphs of this rule but will, at the request of the passenger, refund in accordance with Rule 33, Refunds, Involuntary.

## **10. Charter Service - Capacity Limitations**

The charterer will be charged for the complete capacity of the aircraft, regardless of the space to be utilized, provided that any space not utilized by the charterer may with the written consent of the charterer, be used by Air Borealis for the transportation of the Carrier's own personnel or cargo.

**INTENTIONALLY LEFT BLANK**

**RULE 5      CURRENCY**  
Scheduled & Charter Service

All monetary amounts published in the Tariff are stated in terms of lawful currency of Canada.

Charges are payable in Canadian currency or in any other currency acceptable to AIR BOREALIS in an amount equivalent to the Canadian dollar amount computed on the basis of the currently effective banker's buying rate.

**INTENTIONALLY LEFT BLANK**

## **RULE 6      INCIDENTAL TRAFFIC**

### **Charter Service**

In this section, "Incidental Traffic" means passengers, baggage and goods other than those of a charterer/customer for which no arrangement has been made prior to the commencement of a charter flight.

Every carrier shall accept incidental traffic for carriage on an aircraft where:

- a. The charterer's/customer's use of the aircraft will not be adversely affected;
- b. The agreement of the charterer is obtained.

**INTENTIONALLY LEFT BLANK**

**RULE 7      RESPONSIBILITY OF CARRIER**  
**Scheduled & Charter Service**

AIR BOREALIS will be responsible for the furnishing of transportation only over its own lines. When the carrier undertakes to issue a ticket, check baggage, or makes any other arrangements for transportation over the lines of any other carrier (whether or not such transportation is part of a through service) AIR BOREALIS will act only as agent for such other carrier and will assume no responsibility for the acts or omissions of such other carrier.

**INTENTIONALLY LEFT BLANK**

**RULE 8      SPACE FOR AIR BOREALIS USE**  
Charter Service

Any capacity in the aircraft not being utilized by the charterer may be used by AIR BOREALIS for the carriage of its own personnel, baggage or goods upon customer verbal consent.

**INTENTIONALLY LEFT BLANK**

## **RULE 9      TRAFFIC DOCUMENTS**

### **Scheduled Service & Charter Service**

AIR BOREALIS shall issue:

- a. With respect to each passenger, an individual passenger ticket, manifest, or other similar document;
- b. In respect to baggage, a baggage ticket, manifest or other similar document which may be combined with the passenger document; and
- c. In respect to goods, a manifest, air waybill, bill of lading or other similar document.

The charterer shall provide AIR BOREALIS with all reasonable information, facilities and assistance in the issuing and delivery of traffic documents.

**INTENTIONALLY LEFT BLANK**

## **RULE 10      LIMITATIONS OF LIABILITY**

### **Scheduled & Charter Service**

#### **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 \$300,000 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.

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

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

Air Borealis will not be responsible or liable for a passenger missing a connection that is not included in the itinerary set out in the Ticket.

Air Borealis will not be responsible or liable for a passenger missing a cruise, rail journey, or any other booking not made with Air Borealis by reason of an insufficient amount of time between the scheduled arrival of a flight included in the itinerary set out in the ticket and the scheduled departure of the cruise, rail journey, or any other booking not made with Air Borealis.

#### **Loss or Damaged Baggage**

##### Limits of Liability

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 sum of \$2,300.00 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 acting within the scope of their employment.

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:

- a. All baggage checked by the passenger will be considered to be the property of that passenger.
  - b. A particular piece of baggage, checked or unchecked, will not be considered to be the property of more than one person.
  - c. 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.
5. Should musical instruments be damaged during travel whereas the damage is resulted in mishandling by Air Borealis, maximum liability of damage and/or loss is \$2,300.00 providing proof of original receipts or a professional appraisal. If the passenger declares the monetary value is greater than Air Borealis maximum liability, the instrument is required to be shipped through Air Borealis Cargo whereas a declared value can be established.

Air Borealis will reimburse for any baggage fees paid if their baggage is damaged or lost.

### **Mobility Aids**

**Note:** *The liability of carrier for substantiated 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, 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 immediately 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, Specialty Animals and Emotional Support Animals**

Should injury or death of a Service Animal, Specialty Animal and an Emotional Support Animal result from the fault or negligence of Air Borealis, we will undertake to provide expeditiously, and at its own expense, medical care for or replacement of the Service Animal, Specialty Animal and Emotional Support Animal.

The passenger may declare that his/her baggage has a higher value than the carrier's maximum liability. If the passenger does so, then the passenger must make this declaration to the carrier at the time of check-in to allow for additional liability coverage in the case of destruction, loss, damage or delay of their checked baggage.

The liability of the carrier is limited to the declared value of baggage except when the passenger:

- a. has declared the value of the baggage to be an amount exceeding \$2,300.00 CAD per passenger for any one or more passengers to a maximum total liability of \$3000 CAD including basic carrier liability, and

- b. has paid an additional charge of \$10.00 CAD or each \$100.00 CAD or fraction thereof per declaration

If the passenger makes such a declaration, pays the supplementary charge and has proof of the declared value, Air Borealis will be liable to pay a sum not exceeding the amount of the declared value.

## **Liability of Carrier – Cargo (Goods)**

### **Exclusions of Liability**

***Air Borealis shall not be liable for loss, damage, deterioration, destruction, theft, pilferage, delay, default, misdelivery, nondelivery or any other result not caused by the actual negligence of itself, its agent, servant or representative, acting within the scope of their authority.***

The liability for goods is limited to the declared value of goods or the amount of any damages actually sustained, whichever is the lesser amount. All claims are subject to proof of amount loss, except when the shipper:

- a. Has declared the value of the shipment to be an amount exceeding \$1.00 CAD per pound (but not less than \$10.00)
- b. Has paid an additional transportation charge of \$4.00 for each \$100.00 CAD or fraction thereof per declaration.

*Note: A shipment will be deemed to have a declared value of \$1.00 CAD per pound (but not less than \$10.00) unless a higher value is declared on the air waybill at the time of receipt of the shipment from the shipper.*

### **Limitations of Liability**

Except as any applicable laws may otherwise require:

- a. 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.
- b. 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.
- c. The carrier is not liable for destruction, loss, damage or delay of baggage not in the charge of the carrier, including baggage undergoing security inspections or other measures not under the control and direction of the carrier.
- d. 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.
- e. When the carrier has exercised reasonable care and attention to the handling and treatment of perishable items or fragile articles, it shall not be liable for spoilage resulting from the delay in delivery of any perishable items described in Rule 4, Conditions of Carriage, nor for the damage to, or damage caused by, fragile articles described in Rule 4, Conditions of Carriage, which are unsuitably packed.

- f. The carrier may refuse to accept any articles that do not constitute baggage as this term is defined in Rule 4 Conditions of Carriage, 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.
- g. 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.
- h. If the carrier issues a ticket or checks baggage for carriage on another carrier, it does so only as an agent.
- i. 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.
- j. 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 acting within the scope of their employment and also to any person whose aircraft is used by the carrier and its agents, servants or representatives acting within the scope of their employment.
- k. 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.

### **Time Limitations on Claims and Actions**

- 1. No action will be taken against the carrier in case of loss or delay in the delivery of checked and unchecked baggage unless the passenger complains in writing to the carrier within:
  - a. 21 days from the date on which the baggage has been placed at the passenger's disposal (in the case of delay); or,
  - b. 21 days from the date on which the baggage should have been placed at the passenger's disposal (in the case of loss)
- 2. In the case of damage to checked baggage, the passenger must complain to the carrier immediately after discovery of damage, and at the latest, within seven days from receipt of the baggage.
- 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.

### **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.

### **Modification and Waiver**

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

### **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 11      LIABILITY FOR CHARGES**  
Scheduled Service

The shipper and consignee shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment pursuant to this Tariff including, but not confined, to sums advanced or disbursed by a carrier on account of such shipment

## **RULE 12      EXCLUSIONS FROM LIABILITY RESPECTING GOODS**

### **Scheduled & Charter Service**

Unless caused by its negligence, the carrier shall not be liable for:

- a. Any difference in weight or quantity of goods from shrinkage, leakage, or evaporation; or
- b. Loss of or damage to goods occurring after the expiration of forty-eight (48) hours exclusive of statutory or customary holidays from the time of oral or written notice to the consignee of the arrival of the goods at the airport or landing area serving the destination of the goods.

The carrier shall not be liable for loss of or damage to any goods caused or contributed to by:

- a. Acts of God, perils of the air, state enemies, public authorities acting with actual or apparent authority of law, quarantine, riots, strikes, civil commotions or hazards or dangers incident to a state of war.
- b. The act or default of the charterer/customer/shipper, consignee or owner.
- c. The nature of the goods or any defect in the goods or any characteristic or inherent vice therein.
- d. Violation by the charterer/customer/shipper, consignee or any other party claiming an interest in the goods of any of the terms and conditions contained in this Tariff or in any other applicable Tariff including, but without being limited to, failure to observe any of the terms and conditions relating to goods not acceptable for transportation or goods acceptable only under certain conditions.
- e. Improper or insufficient packing, securing, marking, or addressing.
- f. Acts or omissions of warehousemen, customs, or quarantine officials or other persons other than the carrier or its agents in gaining lawful or unlawful possession of the goods.
- g. Compliance with delivery instructions from the charterer/customer or consignee.

AIR BOREALIS shall not be liable for loss, damage, deterioration, destruction, theft, pilferage, delay, default, mis-delivery, non-delivery or any other result not caused by the actual negligence of itself, or its agents, servants or representatives acting within the scope of their authority or not occurring on its own line or in its own service or for any act, default, negligence, failure or omission of any other carrier or any other transportation organization.

AIR BOREALIS shall not be liable for any loss of money, bullion, bonds, coupons, jewelry, precious stones, valuable papers or other articles of extraordinary value unless such articles are specifically declared to AIR BOREALIS in writing, but the carrier shall not be liable in any event for such articles enclosed in or shipped as baggage.

AIR BOREALIS shall not, in any event, be liable for any consequential or special damages arising from transportation whether or not the carrier had knowledge that such damages might be incurred.

AIR BOREALIS shall not be liable for loss or damage caused by or to liquids or fragile or perishable articles enclosed in or shipped as baggage.

AIR BOREALIS shall not be liable for any claims unless written notice thereof is given at the head office of AIR BOREALIS within the period prescribed by *Rule 10, "Limitations of Liability"*.

AIR BOREALIS will not be liable for any loss or damage to live animals when caused by fire, lightning, windstorm, water damage, crash, or collision.

**INTENTIONALLY LEFT BLANK**

## **RULE 13      SCHEDULES**

### **Scheduled & Charter Service**

#### **SCHEDULED SERVICE**

1. Air Borealis will use its best effort 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. Schedules are subject to change without notice and the carrier assumes no responsibility for the passenger making connections. The carrier will not be responsible for errors or omissions either in timetables or other representation of schedules. No employee, agent or representative of Air Borealis is authorized to bind the carrier by any statement or representation regarding the dates or times of departure or arrival, or of the operation of any flight.
3. Air Borealis 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.
4. Air Borealis will make reasonable efforts to inform passengers of delays and schedule changes and, to the extent possible, the reason for the delay or change.
5. Air Borealis 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.
6. In the case of Schedule Irregularities, Air Borealis will give priority for assistance to any person with a disability and unaccompanied minors.
7. Air Borealis will determine when a delay or cancellation is controllable and identify which passengers are eligible for applicable compensation.
8. A delay, cancellation or denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations outside of the Carrier's control, is considered to also be due to situations outside of the Carrier's control when all reasonable measures to mitigate the impact of the earlier delay or cancellation have been taken.
9. A delay, cancellation or denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations within the Carrier's control but required for safety purposes, is considered to also be within that Carrier's control but required for safety purposes when all reasonable measures to mitigate the impact of the earlier delay or cancellation have been taken.
10. When Air Borealis is unable to permit a passenger to occupy a seat on board a flight because the number of seats that may be occupied on the flight is less than the number of passengers who have checked in by the required time, hold a confirmed reservation and valid travel documentation and are present at the boarding gate at the required boarding time, Air Borealis will follow the provisions of this rule, unless as otherwise provided in other applicable legislation.

#### **CHARTER SERVICE**

AIR BOREALIS shall use its best efforts to carry the passengers and baggage with reasonable dispatch. Times shown in charter contracts, passenger tickets, or elsewhere, are not guaranteed and form no part of the charter contract. Flight times are subject to change without notice.

**INTENTIONALLY LEFT BLANK**

## **RULE 14      FAILURE TO OPERATE ON SCHEDULE**

### **Scheduled Service**

1. When a passenger who has a ticket and a confirmed reservation is delayed on/or misses a connection because of:
  - a. A schedule irregularity such as a change in the schedule of a flight, delay in arrival or departure time, omission of a scheduled stop, or cancellation of a flight;
  - b. Inability to provide previously confirmed space; or
  - c. Cancellation of the passenger's reservation pursuant to *Rule 31, "Reservations" Number 2. Cancellation*, Air Borealis will:
    - i. Transport the passenger on another of its flights, departing within 48 hours of the original departure time, 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 33, "Refunds" Number 1*.
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 the schedule of any flight with or without notice to the passenger.

### **Communication if flight is interrupted**

Air Borealis will keep passengers regularly informed if there is a flight interruption.

Air Borealis will provide our passengers information, including the nature of the interruption, as soon as possible through the following methods:

- An audible announcement
- Flight information display screens in airports, where available
- The available communication method the passenger has selected (e.g., email, SMS)
- Persons with disabilities may choose their preferred method of communication within the existing options provided by Air Borealis.

Based on the information available, Air Borealis will promptly provide timely updates, including the reason for the delay or cancellation, compensation passengers may be entitled to, standards of treatment, and recourses available against Air Borealis, when applicable.

If Air Borealis receives information regarding a flight delay or cancellation, we will communicate to you as soon as possible.

Air Borealis will provide updates at regular intervals of 30 minutes until a new departure time for the flight is set, or new travel arrangements for passengers have been made and as soon as possible when new information is available.

### **In the event of an extended delay or a cancellation:**

If at any point in the unlikely event Air Borealis aircraft are delayed on the ground for an extended period of time, Air Borealis will ensure the comfort and safety of our passengers by providing food, water, and access to working lavatories to our passengers.

During a flight delay or cancellation Air Borealis has the obligation to offer compensation to passengers for inconvenience based on the compensation amounts for small airlines, as per the Canadian Transportation Agency. The amount of compensation depends on how late the passenger arrives at their final destination, compared to the arrival time on their original itinerary.

Below is a list of when a passenger may be entitled to compensation:

Length of delay	Compensation Issued		Controllable delay	Controllable but for safety	Uncontrollable
3 hours to less than 6 hours	\$125 or;	\$250 AB travel voucher	✓	X	X
6 + hours to less than 9 hours	\$250 or;	\$500 AB travel voucher	✓	X	X
9+ hours	\$500 or;	\$1000 AB travel voucher	✓	X	X

There are many different types of factors that contribute to what a controllable, controllable but for safety, and uncontrollable delay or cancellation are. For more guidance on the different types of disruptions, please visit:

<https://otc-cta.gc.ca/eng/types-and-categories-flight-disruption-a-guide/>

Passengers who have experienced a delay or cancellation for reasons within the airlines control have one year to file a claim with Air Borealis from the date the flight delay or cancellation happened, once the claim has been made Air Borealis has 30 days to issue a payment or will notify the passenger or why the claim has been rejected.

Passengers who have experienced a delay or cancellation to their destination may request compensation online on the following link:

<https://www.palairlines.ca/en/fly-right/air-passenger-protection-regulations/compensation-claim-form/>

## **RULE 15      OPERATION, INTERRUPTION OR CANCELLATION OF SERVICE**

### **Scheduled & Charter Service**

AIR BOREALIS shall have exclusive operational control over all aircraft and the contents and crew thereof.

Every person who is provided with transportation on an AIR BOREALIS aircraft shall comply with all the terms and conditions of the carrier, and all persons and property aboard an AIR BOREALIS aircraft shall be subject to the authority of the Pilot-in-Command.

The carrier may:

- a. Cancel or terminate a service or any flight at any time;
- b. Return to base or to the last point of landing; or
- c. Divert or land at an intermediate point.

When such action is deemed by the carrier to be necessary owing to the unserviceability of the aircraft, weather conditions, or other conditions beyond the control of the carrier.

weather conditions, or other conditions beyond the control of the carrier.

#### **Tarmac Delays**

A Tarmac Delay is when your flight is ready to take off (and the doors of the aircraft are closed) or your flight has just landed (and the doors of the aircraft are closed), but you are kept waiting in the plane. Air Borealis will do what we can to make you comfortable during a Tarmac Delay, including the following:

1. Air Borealis will make all reasonable efforts to ensure your essential needs are met by providing you with access to working lavatories (where available), proper ventilation and heating or cooling, food and drink, and the ability to communicate with people outside the plane, when feasible (when there is no impact to safety). If you require urgent medical assistance during a tarmac delay, we will take all reasonable steps to facilitate access to medical assistance.
2. Air Borealis will not permit an aircraft to remain on the tarmac for more than three hours. Prior to reaching three hours, Air Borealis will return the aircraft to the gate or another suitable disembarkation point, where passengers will be allowed to deplane. A plane can stay on the tarmac for up to 45 additional minutes, if it is likely that it will take off within that period and we are able to continue providing the same Tarmac Delay Services, when feasible.

This short extension is to ensure that the plane can take off if there is a reasonable prospect of this occurring – so that you can reach your final destination without the inconvenience of further delay or a flight cancellation.

3. If it is not likely that the plane can take off within the additional 45 minute window, the plane will return to the gate, unless it is prevented for reasons related to safety, security, customs control or air traffic control. Depending on the circumstances, it may not be possible for Air Borealis to allow you to disembark from the aircraft during a Tarmac Delay, for various reasons, including but not limited to concerns related to safety, security, or due to directions by Air Traffic Control or Customs Control.

If the plane returns to the gate for disembarking because of a tarmac delay, disembarking priority will be available to passengers with disabilities and their support person, service animal or emotional support animal, if any, upon request and when feasible.

**RULE 16     ROUTING AND REROUTING – GOODS**  
Scheduled & Charter Service

AIR BOREALIS, in the exercise of due diligence and in order to protect all property accepted for transportation will determine the routing of any shipment.

AIR BOREALIS reserves the right to deviate from any route shown on the air waybill and to forward, when necessary, in its opinion, to expedite delivery via any air carrier or other transportation agency at the rate prescribed by such agency provided that when either of the foregoing rights is exercised, the transportation charges shall be no greater than the air freight charges from origin to destination via the route shown on the air waybill.

**INTENTIONALLY LEFT BLANK**

**RULE 17     REROUTING – PASSENGER**  
Scheduled Service

A fare applies only to:

Transportation via the routing specified by AIR BOREALIS in reference to that fare. Any other routing may subject the passenger to an additional charge.

Transportation between the airports. Tickets may not be issued or accepted for transportation that will either originate or terminate at an airport other than the airport for which the fares are published.

**INTENTIONALLY LEFT BLANK**

**RULE 18     SPLIT CHARTERS**  
Charter Service

AIR BOREALIS shall enter into a charter with one charterer only at one time and shall not permit the resale of space at a Toll Per Unit, but when the charterer and persons other than the carrier wish to use the aircraft jointly, the carrier, if requested by the charterer, may accept payment of the charter charges from the charterer and such other persons on any basis of apportionment agreed to between the parties.

**INTENTIONALLY LEFT BLANK**

**RULE 19      STOPOVERS**  
Scheduled Service

Stopovers are not permitted as defined in Rule 1.

**INTENTIONALLY LEFT BLANK**

## **RULE 20      SUBSTITUTION OF AIRCRAFT**

### **Scheduled Service**

If, for any reason, AIR BOREALIS must substitute an aircraft with another aircraft being of the same type of equipment or different, the carrier will assign to the passenger the same or an equivalent seat in the same class of service on the replacement aircraft.

If these options are not suitable to the passenger, AIR BOREALIS will offer to either fly the passenger on the services of another carrier with whom the original air carrier has a commercial agreement and provided space is available or, if alternate transportation is not available, refund the unused portion of the passenger's ticket.

Should the alternate transportation proposed by AIR BOREALIS 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 form of refund will be the same form used as payment of the ticket(s).

### **Charter Service**

When owing to causes beyond the control of AIR BOREALIS the chartered aircraft is unavailable at the time the service commences or becomes unavailable while carrying out the charter, the carrier may furnish another aircraft of the same type or, with the consent of the charterer, substitute any other type of aircraft at the rates and charges applicable to the aircraft originally chartered except as provided in Subsection (a) and (b).

- a. When a substituted aircraft is capable of a larger payload than the aircraft originally chartered, the payload carried in the substituted aircraft shall not be greater than the payload that would have been available in the aircraft originally chartered, unless the charterer agrees to pay the rates and charges applicable to the substituted aircraft.
- b. When the maximum payload of a substituted aircraft is smaller than the maximum payload of the aircraft originally chartered, charges shall be based on the rates and charges applicable to the type of substituted aircraft.

**INTENTIONALLY LEFT BLANK**

## **RULE 21      APPLICATION OF FARES**

### **Scheduled Service**

Transportation is subject to the fares and charges in effect on the date on which such transportation commences at the point of origin designated on the ticket. If, after a ticket has been issued and before any portion thereof has been used, an increase or decrease in the fares or charges applicable to the transportation covered by the ticket becomes effective, the full amount of such increase or decrease will be collected from or refunded to the passenger as the case may be providing the fare rules apply.

Where a through fare is specifically published via the desired routing from point of origin to point of destination, such fare is applicable over such route notwithstanding that it is higher or lower than the combination of intermediate fares via such routing.

AIR BOREALIS fares are filed with ATPCO (Airline Tariff Publishing Company).

**INTENTIONALLY LEFT BLANK**

## **RULE 22      CONSTRUCTION OF FARES NOT PUBLISHED**

### **Scheduled Service**

When the fare between any two (2) points is not specifically published such fare will be constructed by combining those fares applicable via the desired routing from the passenger's point of origin which produce the lowest fare provided however, that:

- a. If the fare so constructed exceeds the fare applicable to or from a more distant point via the same routing, the fare applicable to or from such more distant point will apply.
- b. If a fare constructed for a trip interrupted by travel other than via carrier exceeds the applicable through fare for uninterrupted travel via the same routing the applicable through fare will apply.

**INTENTIONALLY LEFT BLANK**

## **RULE 23     FARES FOR MEDICAL PASSENGERS**

### **Scheduled Service**

Medical fares are available by contacting our Reservations Department or visiting any AIR BOREALIS station.

The passenger traveling for medical reasons must be in possession of a doctor's letter stating that they are traveling for a medical appointment. If the passenger requires a medical assistant, the assistant will be charged the same fare as the Medical passenger. See Rule 64 for Carriage of Medical Attendants (Attendant Travel).

**INTENTIONALLY LEFT BLANK**

## **RULE 24      FARES FOR COMPASSIONATE TRAVEL**

### **Scheduled Service**

A discounted fare (based on YCOMP fare round trip travel only) as outlined in *Table VIII*, is 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:

Memorial/funeral to be held at –

<i>Name of Institution</i>	<i>Address</i>	<i>Phone #</i>	<i>Date</i>
----------------------------	----------------	----------------	-------------

In the case of imminent death:

<i>Name</i>	<i>Address</i>	<i>Phone # of attending physician</i>
-------------	----------------	---------------------------------------

*And*

*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 reservations department at 1-800-563-2800.

**INTENTIONALLY LEFT BLANK**

## **RULE 25      ONE PERSON, ONE FARE**

### **Scheduled Service**

When a passenger requests additional seating, AIR BOREALIS will provide additional seating at no charge to persons with disabilities who require additional seating to accommodate their disabilities to travel by air, including those determined to be functionally disabled by obesity. Please contact our Reservations Department at 1-800-563-2800 or [reservations@airborealis.ca](mailto:reservations@airborealis.ca) to obtain the request form. Requests must be made at least 48 hours prior to travel.

This does not apply to:

1. Persons with disabilities or others who travel with an attendant for medical reasons or personal care;  
and
2. Persons who are obese but not disabled as a result of their obesity.

**INTENTIONALLY LEFT BLANK**

**RULE 26      FARES FOR PASSENGERS ON STRETCHERS**  
Scheduled Service

AIR BOREALIS does not accept passengers on stretchers on its scheduled service.

**INTENTIONALLY LEFT BLANK**

**RULE 27      FARES FOR ROUND TRIPS**  
Scheduled Service

Fares for round trips will be twice the applicable one-way fares.

**INTENTIONALLY LEFT BLANK**

**RULE 28      FARES FOR SENIORS**  
Scheduled Service

A discounted fare (based on the available fare) as outlined in *Table VIII* is available for passengers sixty (60) years and over. This discount is also available to a travel companion of any age.

**INTENTIONALLY LEFT BLANK**

## **RULE 29     FARES FOR STUDENTS**

### **Scheduled Service**

A discounted fare is available for students. We reserve the right to limit the number of student fares per flight. For further information, please contact the Reservations Department at 1-800-563-2800 or visit any AIR BOREALIS station.

Passengers traveling on a student fare must present a student ID. There is no age limit for students who present a valid student ID.

**INTENTIONALLY LEFT BLANK**

**RULE 30     DISPOSITION OF FRACTIONS WHEN COMPUTING CHARGES RE:  
WEIGHT OF BAGGAGE, CARGO SHIPMENT, CUBIC DIMENSIONS**  
Scheduled & Charter Service

Fractions of pounds will be assessed at the charge for the next higher pound.

In computing rates or charges, fractions of less than one-half (1/2) cent will be dropped and fractions of one-half cent or more will be considered as one (1) cent.

Before computing cubic dimensions, fractions of less than one-half inch will be dropped and fractions of one-half inch or more will be considered as one inch.

**INTENTIONALLY LEFT BLANK**

## **RULE 31      RESERVATIONS**

### **Scheduled Service**

#### **General**

A reservation for space on a given flight is valid when the availability and allocation of the space is entered into AIR BOREALIS' reservation system and a confirmation number/code is obtained which authenticates the reservation.

AIR BOREALIS will only issue an electronic ticket against a valid reservation. Subject to payment or other satisfactory arrangements, an electronic ticket will be issued the passenger by the carrier or agent of the carrier indicating that the passenger is holding confirmed space for the flight(s) shown on the ticket. The ticket will only apply between the points named on the ticket that are presented.

A passenger who is holding an unused open-date ticket or portion of that ticket or an MCO for onward travel, or who wishes to change his or her reservation for another date, will not be entitled to any preferential right to secure a new reservation.

#### **Cancellation**

Carrier 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 defense, medical evacuation, or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control.

If the passenger fails to occupy space which has been reserved for him/her on a flight and AIR BOREALIS fails to receive notice of the cancellation of such reservation prior to the departure of such flight, AIR BOREALIS will cancel such reservation and all other reservations for continuing or return space.

If a carrier does cancel a passenger's reservation due to 2a, the passenger may take advantage of the provisions under "Failure to Operate on Schedule" Rule 14.

Carrier is not liable when it cancels the reservation of any passenger in accordance with 2b of this rule.

#### **Check- in Times**

<i>Travel</i>	<i>Recommended check-in time*</i>	<i>Check-in/baggage drop-off deadline**</i>	<i>Boarding gate deadline***</i>
<i>Within Canada</i>	<i>60 minutes</i>	<i>30 minutes</i>	<i>20 minutes</i>

**Note:** Certain circumstances may require a passenger to check-in or present themselves at the boarding gate earlier than the above deadlines. The carrier recommends contacting us a minimum 48 hours prior to the flight's departure if a passenger has special needs, as some services may require additional time (such as to prepare and board a person with a disabilities' power wheelchair at certain airports). Please contact our Reservations Department at 1-800-563-2800 or [reservations@airborealis.com](mailto:reservations@airborealis.com)

**\*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 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 table, the carrier 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. Air Borealis is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision.

**Note:** It is recommended that the passenger provide the carrier with a point of contact (e-mail address and/or telephone numbers) in case the carrier must communicate with the passenger prior to his/her departure or at any point during the passenger's itinerary.

**INTENTIONALLY LEFT BLANK**

## **RULE 32      TICKETS**

### **Scheduled Service**

#### **General**

No person shall be entitled to transportation except upon presentation of a valid ticket and photo identification.

The term ticket means the electronic confirmation generated by AIR BOREALIS' central reservations system, or confirmation number, baggage check, boarding passes, and any document designated by the carrier as a ticket and accompanying notices that incorporate this contract into carriage.

Tickets are not transferable and carrier is not liable to the owner of a ticket for honoring or refunding such ticket when presented by another person.

#### **Extension of Ticket Validity**

The period of validity for transportation will be one (1) year from the date the ticket was purchased, or if no portion of the ticket is used, from the date of issuance of the original ticket.

If the passenger is prevented from traveling within the period of validating of their ticket because AIR BOREALIS:

- a. Cancels the flight upon which the passenger holds the 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 reasonable according to schedule,
- d. Substitutes a different class of service,
- e. Is unable to provide previously confirmed space.

AIR BOREALIS will extend the validity of the passenger's ticket until the passenger can travel on the first flight of the carrier, in the class of services in which the passenger's fare was paid, and for which space is available.

#### **Lack of Space**

If the passenger who is in possession of a ticket is prevented from traveling within the period of validity of his/her ticket because AIR BOREALIS 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 originally paid to travel.

#### **Medical Reason**

If the passenger is unable to commence travel due to medical reasons, AIR BOREALIS 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 or the original ticket validity. The medical reason must be certified by a physician specifying that the passenger is prevented from commencing his/her journey before their original ticket expires.

**INTENTIONALLY LEFT BLANK**

## **RULE 33      REFUNDS**

### **Scheduled Service**

The passenger must present to AIR BOREALIS, 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.

AIR BOREALIS will make a refund to the person who purchased the ticket.

Acceptance of a refund by the passenger will release the carrier from further liability.

In any instance where refunds are appropriate, AIR BOREALIS 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 purchase, cash, or cheque transactions.

### **Involuntary**

Involuntary refunds are not subject to any restrictions contained in the applicable fare rule.

If no portion of a ticket has been used, the amount of refund will be equal to the fare and charges paid.

If 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:

- a. The difference between the fare paid and the fare for transportation actually used or to be used; or
- b. 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).
- c. If the passenger was traveling 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
- d. 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

### **Voluntary**

Voluntary refunds will be based on the applicable fare at the time of the ticket issuance, and the refund will be made in accordance with any restrictions contained in the applicable fare rule.

Voluntary refunds will be made only by AIR BOREALIS which originally issued the ticket or its authorized agent.

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.

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.

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.

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 and subject to a change fee and additional collection based on fare bases. Change fees are based on fare type: Alpha \$100, Bravo \$100, Charlie \$100 and Delta \$200 – all plus applicable taxes.

### **Refunds in the Case of Death**

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

Refunds in the case of death are not subject to any restrictions contained in the applicable fare rules.

If no portion of a ticket has been used, the amount of refund will be equal to the fare and charges paid.

If a portion of a 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.

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 has occurred.

In the case of death of the passenger, the refund will be made to the estate of the passenger.

### **Refusal to Refund**

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

### **Refunds in Case of Delay, Cancellations, or Denial of Boarding (delays of 3 hours or more)**

If a cancellation or denial of boarding affected the arrival time of a passenger by 3 hours or more, Air Borealis will offer to rebook the passenger on the next available flight (departing within 48 hours) if travel arrangements are acceptable to the passenger's needs.

If the passenger is no longer at their point of origin, and the travel no longer serves a purpose, Air Borealis will refund the ticket and book the passenger on a flight back to their original point of origin, at no additional cost.

Air Borealis can offer the refund in other forms (for example, travel vouchers), if:

- the voucher does not expire,
- the person is informed in writing of their refund and their right to receive a refund in that amount by the original payment method; and
- the person confirms in writing that they have been informed of their right to a refund by the original method and instead has chosen the other form of refund.

## **RULE 34      APPLICATION OF RATES AND CHARGES**

### **Charter Service**

Term charters are subject to daily minimums of three (3) hours per day at 25 days per month or the actual mileage charge flown, whichever is greater as outlined in Table II for the applicable aircraft.

**INTENTIONALLY LEFT BLANK**

## **RULE 35      CHARTER & FERRY MILEAGE DETERMINATION**

### **Charter Service**

For the purpose of computing rates and charges herein, the mileage to be used, including both charter and positioning and depositioning (if any) mileage, will be the shortest mileage (Statute Miles) covering the actual airport to airport great circle mileage of the agreed charter flight or flights using the following sources in the order listed below:

**IFR Conditions:** Any time the weather conditions at the destination airport(s) requires that an Instrument Approach Procedure be conducted, an additional ten (10) miles times the number of segment(s) for which an approach is required will be added to the total distances.

In the event that the mileage calculation cannot be used due to type of flying (i.e. survey), the hourly charter rate will be in effect.

**INTENTIONALLY LEFT BLANK**

## **RULE 36      DETERMINATION OF TOTAL CHARTER MILES OR HOURS**

### **Charter Service**

The total charter miles or hours, whichever is applicable, shall be the aggregate of the following miles or hours computed in accordance with *Rule 37, "Determination of Flight Time"*, that is to say:

- a. The less of the miles or hours if any:
  - i. Measured from the carrier's nearest base named in Table I at which the chartered aircraft is shown as available to the place at which the work provided for in the charter is to be performed, and
  - ii. Measured from the place at which the chartered aircraft is actually located at the time of the charter to the place from which the work provided for in the charter is to be performed.
- b. The miles or hours flown in performing the work of the charter, and
- c. The lesser of the miles or hours in any:
  - i. Measured from the place at which the work provided for in the charter terminated to AIR BOREALIS' base named in Table I nearest to the place at which the work provided for in the charter commenced.
  - ii. Measured from the place at which the work provided for in the charter terminated to whichever of the following places the aircraft is actually flown, that is to say:
    - Another base of the carrier
    - The place at which another charter is to commence
    - The place at which the carrier requires the aircraft for operational reasons

Where the chartered aircraft is on a Term Charter subject to rates per hour and the hours flown for positioning and depositioning the aircraft calculated from and to AIR BOREALIS' base under the provisions of paragraph (1)(a) but the flight of the aircraft commences and terminates at places other than AIR BOREALIS's base, the hours flown between AIR BOREALIS' base and the places of commencement and termination of the work provided for in the charter may be determined as follows:

- a. The mileage between AIR BOREALIS' base and place of commencement or termination of the work provided for in the charter the distance measured in straight lines along such routes and is divided by the block speed determined by dividing the rate per hour for non-term charters by the rate per mile for non-term charters published in Table II.

**INTENTIONALLY LEFT BLANK**

## **RULE 37      DETERMINATION OF FLIGHT TIME**

### **Charter Service**

When an entire flight is to be assessed at rates per hour, the hours and minutes for which a charge is made shall be computed from the time the aircraft commences taxiing before take-off until it finishes taxiing after landing.

When only a portion of a flight is to be assessed at rates per hour, the hours and minutes flown shall be computed from the time the aircraft deviates from a point on the measurable route until it returns to a point on the measurable route.

**INTENTIONALLY LEFT BLANK**

**RULE 38      DISPOSITION OF FRACTIONS WHEN COMPUTING CHARGES**  
**RE: MILEAGE**  
Scheduled Service & Charter Service

**Scheduled Service & Charter Service**

When computing charges:

- a. Fraction of less than one-half mile shall be dropped;
- b. Fractions of one-half mile or more shall be increased to the next whole mile;
- c. Fractions of an hour shall be increased to the next multiple of six (6) minutes.

**Charter Service**

When computing a charge other than a total charter charge:

- a. Fractions of less than one-half cent shall be dropped; and
- b. Fractions of one-half cent or more shall be increased to the next whole cent.

**INTENTIONALLY LEFT BLANK**

## **RULE 39      EXTENSIONS OF GUARANTEE**

### **Charter Service**

Where prior to its termination, a charter involving a guaranteed volume of flying is extended indefinitely, or is extended to guarantee a volume of flying not greater than the volume originally guaranteed, the special rates per mile or per hour that applied to the volume originally guaranteed apply during the period of the extension so long as the required average daily utilization of not less than three (3) hours flying per aircraft is guaranteed.

Where, prior to its termination, a charter involving a guaranteed volume of flying is extended to guarantee an additional volume of flying greater than the volume originally guaranteed, the special rates per mile or per hour that apply to the period of the extension are those applicable to that volume of flying guaranteed in the extension.

Where a charter involving a guaranteed volume of flying terminates without any extension thereof, no further guarantee is given but the charterer continues to use the aircraft. Special rates per mile or per hour do not apply.

**INTENTIONALLY LEFT BLANK**

**RULE 40 CHARGES FOR CANCELLATION OF CHARTERS BY THE  
CHARTERER**  
Charter Service

AIR BOREALIS has the option to charge a fee as outlined in Table II for the applicable aircraft.

**INTENTIONALLY LEFT BLANK**

**RULE 41      CHARGES FOR CREW EXPENSES**  
Charter Service

When the nature of the charter requires the carrier's personnel to live away from the carrier's base, the charterer shall provide, or be charged to, their accommodation, meals and ground transportation between aircraft and living quarters at the operating site.

**INTENTIONALLY LEFT BLANK**

**RULE 42      CHARGES FOR LAYOVER/DETENTION ON NON-TERM CHARTERS**  
Charter Service

The detention charges set out in Table V shall be charged only when the aircraft is detained at the request of the charterer beyond the free time provided in the said Table.

**INTENTIONALLY LEFT BLANK**

## **RULE 43      ADDITIONAL CHARGES/FEES**

### **Charter Service**

#### **Fuel and Oil**

When fuel and oil are cached in connection with the performance of a charter, the charterer shall be charged the cost of establishing the cache and returning empty containers.

When the aircraft of AIR BOREALIS is used for establishing a cache referred to in subsection (1), the hours flown shall be charged for as part of the charter.

When fuel and oil are obtained from a supply point other than that of AIR BOREALIS or the charterer or from a cache established under subsection (1) and (2), the charterer shall be charged the amount by which the cost per gallon to the carrier at the point of supply.

#### **Additional Fees**

Applicable fees such as NAV Canada Navigational fees, airport fees, customs fees, and other associated operating fees will be charged at cost.

**INTENTIONALLY LEFT BLANK**

**RULE 44      CHARGES FOR LOADING AND UNLOADING AIRCRAFT**  
Charter Service

AIR BOREALIS is responsible for loading and unloading aircraft at its bases except that when the charterer requests or the nature of the shipment requires special equipment or personnel, the cost of such special equipment and personnel shall be charged to the charterer.

At places other than the carrier's bases, except when caused by unserviceability of the aircraft or other cause attributable to the carrier, the cost of loading and unloading of aircraft shall be charged to the charterer.

**INTENTIONALLY LEFT BLANK**

## **RULE 45     MINIMUM CHARGES**

### **Charter Service**

When the charges for flying are less than the applicable minimum charges per aircraft published in Table II, the minimum charges per aircraft are applicable.

The minimum charge for flying on Term Charters is the amount computed by multiplying the number of days or months each aircraft is on the Term Charter by the applicable minimum charge per aircraft per day or per month.

The minimum charge per aircraft per month is applicable when it is less than the charge resulting from the application of the minimum charge per aircraft per day.

For days beyond a period of a whole month, 1/30<sup>th</sup> of the applicable minimum charge per aircraft per month is applicable to each such day.

In Term Charters of less than one month when the aircraft is available for less than an average of five hours per day, the minimum charge per aircraft per day is an amount bearing the same proportion to the applicable minimum charge per day in Table II as the average number of hours of availability per day bears to an average of five hours per day.

In Term Charters of one month or more when the aircraft is available to the charterer for less than an average of twenty-five days per month, the minimum charge per aircraft for the period of the charter is reduced by 1/30<sup>th</sup> of the applicable minimum charge per aircraft per month for each day the aircraft is unavailable less than the average of twenty-five days

**INTENTIONALLY LEFT BLANK**

**RULE 46      SPECIAL CONTRACTS**  
Charter Service

Confidential Contracts only apply to fares, rates and charges and the provisions of the agreement will be kept confidential. The agreement is to be written and acknowledged by both parties and retained in a confidential file for a period of three years after it has ceased to have effect.

**INTENTIONALLY LEFT BLANK**

## **RULE 47      STORAGE**

### **Scheduled Service**

Shipments will be held by AIR BOREALIS without charge for 24 hours (excluding Sundays and legal holidays for freight other than perishables) after arrival and tender of delivery at destination or notification of arrival, whichever is applicable. Such 24 hour periods will be computed from the first 8:00 a.m. after tender of delivery or notification of arrival.

After the expiration of such free time, AIR BOREALIS will, if practicable, continue to hold such shipment as agent for the shipper and consignee, subject to a charge of \$0.25 cents per day per 100 pounds or any fraction thereof, or if such continued holding is not practicable for the carrier, as such agent, will place the shipment in a public warehouse subject to a lien for all transportation, storage, delivery, warehousing and other charges, including handling charges of \$0.25 cents per 100 pounds or any fraction thereof.

When the shipment is held by AIR BOREALIS, the carrier's liability will be reduced to that of a warehouseman and when the shipment is placed in a public warehouse, carrier's liability for the shipment will terminate.

Outbound shipments delivered to AIR BOREALIS' premises, which are not acceptable for any reason, will be subject to storage charges as prescribed in the rule (without any free time) from the first business day after the delivery until such shipment is made acceptable for carriage or removed.

The provisions of *Rule 60, "Carrier's Lien"*, shall apply to all shipments which are stored pursuant to this rule.

**INTENTIONALLY LEFT BLANK**

## **RULE 48      CHARGES FOR STORAGE**

### **Scheduled & Charter Service**

Unless otherwise agreed between the charterer/customer and AIR BOREALIS, goods shall be held by the carrier without charge for a period of 24 hours after notification of arrival which period shall be computed from the first 8:00 a.m. after notification of arrival.

Upon the expiration of the period described in subsection (1), AIR BOREALIS shall, if practicable, continue to hold the goods as agent for the charterer/customer subject to a charge of \$0.25 cents per day per 100 pounds or any fraction thereof or if such continued holding is not practicable, the carrier as such agent may place the goods in storage subject to a lien for all transportation, storage, delivery, warehousing and other charges, including handling charges of \$0.25 cents per 100 pounds or any fraction thereof, which lien shall be for at least \$0.75 cents.

When the goods are held by AIR BOREALIS after notification of arrival the carrier's liability shall be reduced to that of a warehouseman and when the goods are placed in storage, the carrier's liability for the goods shall terminate.

Outbound goods delivered to AIR BOREALIS' premises that are not acceptable for carriage in the condition in which tendered are subject to the storage charges provided for in this rule from the time of notification to the charterer of unacceptability until such goods are made acceptable for carriage or removed.

The carrier has a lien for all sums due and payable on all goods that are stored pursuant to this section.

**INTENTIONALLY LEFT BLANK**

## **RULE 49      PAYMENT AND ADJUSTMENT OF CHARGES**

### **Scheduled & Charter Service**

#### **Scheduled Service and Charter Service**

Any amount by which charges paid before commencement of a flight or prior to its completion, exceed the charges properly applicable to the completed service shall be refunded to the charterer/customer upon completion of the flight.

#### **Charter Service**

When charges paid before commencement, or prior to completion of the flight are less than the charges properly applicable to the completed flight, the differences shall be charged to the charterer/customer upon completion of the flight.

#### **Scheduled Service and Charter Service**

When a flight is cancelled by AIR BOREALIS prior to commencement, a full refund of the charges paid in advance shall be made to the charterer/customer by the carrier.

#### **Scheduled Service and Charter Service**

When a flight is cancelled by AIR BOREALIS after commencement, charges shall be charged for the completed portion only.

#### **Scheduled Service and Charter Service**

No charges shall be charged to the charterer/customer:

- a. Where flights are not completed due to mechanical failure or crew casualties and AIR BOREALIS fails to arrange satisfactory alternative transportation.

No charges shall be charged to the charterer/customer in respect of any flying in an unsuccessful attempt to complete a flight required under the charter/service unless the charterer/customer, his servant or agent agrees in advance.

#### **Charter Service**

The monthly payment on Term Charters of one month or more shall not be less than the applicable minimum charge per month.

#### **Scheduled Service and Charter Service**

Any refund of charges to which a charterer/customer might be entitled shall be limited to a sum attributable to that part of a charter/service that has not been usefully performed.

#### **Scheduled Service**

Unit toll rates and charges will be in accordance with Table IX.

**INTENTIONALLY LEFT BLANK**

**RULE 50      PAYMENT OF CHARGES ON BEHALF OF THE CHARTERER**  
Charter Service

Upon request of the customer and acceptance by the carrier and subject to reimbursement by the customer, AIR BOREALIS may pay or assume responsibility for payment of charges for transportation cartage, storage, and loading and unloading, government duties and customs fees accrued on the goods to be carried pursuant to the charter.

**INTENTIONALLY LEFT BLANK**

**RULE 51      CREDITS FOR FUEL AND OIL SUPPLIED BY CHARTERER**  
Charter Service

Where fuel and oil are supplied to AIR BOREALIS by the charterer, the charterer shall be credited with the value of such supplies.

**INTENTIONALLY LEFT BLANK**

## **RULE 52 APPLICATION OF RATES AND CHARGES - SHIPPAGE OF GOODS**

### **Scheduled Service & Charter Service**

Charges will be assessed at the rates in effect on the day of acceptance of the shipment by AIR BOREALIS or its agents.

Specific commodity rates remove the application of the general commodity rates on the same quantity of the same article or commodity from and to the same points over the same route.

Whenever and for such periods as direct service is suspended or discontinued between points named in the Tariff, rates published between such points via such direct suspended or discontinued service will be inapplicable (except for combination or intermediate application) during such period as the service may be suspended or discontinued.

### **AIR CARGO SECURITY**

AIR BOREALIS is responsible for ensuring that all air cargo is screened and deemed secure at the point of origin or point of acceptance. Additionally, AIR BOREALIS will ensure that all air cargo is handled and transported in a secure fashion from the point of acceptance up until it is loaded on an aircraft.

AIR BOREALIS will:

- secure all air cargo before loading onto the aircraft to the same level of security as that for passenger baggage;
- recognize technological and other screening processes as acceptable ways to screen air cargo;
- detail performance standards for screening equipment, cargo screeners and their training, and supply chain system operations (frequent and infrequent shippers);
- formalize supply chain security requirements for those handling air cargo from the time cargo is accepted until it is loaded into aircraft; and
- provide for adding specific security-sensitive measures for all-cargo flights.

Enumerate any services offered and the charges assessed. Screening charges will apply. Charge will be \$5.00 for air cargo up to 20 lbs. and \$0.25 per lb. thereafter.

### **Shipper**

Frequent shipper – An entity that accepts cargo for transportation, screens in accordance with prescribed methods and tenders it as secure may apply to become an ACS Program Approved Participant.

Infrequent shipper – A shipper that chooses not to participate in the ACS Program must have its air cargo screened by an ACS Approved Participant or an air carrier to secure their cargo.

**INTENTIONALLY LEFT BLANK**

## **RULE 53      CHARGES FOR DECLARED VALUE**

### **Scheduled Service & Charter Service**

#### **Scheduled Service and Charter Service**

A shipment will be deemed to have a declared value of \$1.00 per pound (but not less than \$10.00) unless a higher value is declared on the air waybill at the time of receipt of the shipment from the shipper.

An additional transportation charge of \$4.00 will be required for each \$100.00 (or fraction thereof) by which the value declared on the air bill at the time of receipt of the shipment from the shipper exceeds \$1.00 per pound to a maximum of \$5,000 CAD.

#### **Scheduled Service**

The weight used to determine the declared value of a shipment will be the same as that which is used to determine the transportation charge for such shipment provided that when a shipment moves on the air waybill over the lines of one or more carrier at a combination of rates, the declared value will be based on the lower weight upon which charges are based for any portion of the movement.

A shipment consisting of a commodity and/or article named in paragraph 5 of this rule moving on one air waybill over the lines of two or more carriers will be deemed to have for its entire movement the lowest declared value established by any one of such carriers unless a higher value is declared on the air waybill at the time of receipt of the shipment from the shipper in which event the highest additional transportation charge established by any one of such carriers will be applicable to the shipment for its entire movement.

#### **Scheduled Service and Charter Service**

Shipment of gold, silver, platinum and core bullion will be accepted only if the actual value is declared on the air bill at the time of receipt of the shipment from the shipper. Charges will be assessed on the weight and actual value of the shipment. Gold, silver and core bullion is deemed to include gold and silver in mass, gold and silver specie and/or in the form of ingots, bars, grain, sheet, foil, powder, sponge, rods, wire, tubes, circles, moldings and castings. Platinum is deemed to include platinum as bullion, platinum concentrates, platinum metals, including Palladium iridium, ruthenium, osmium, rhodium and platinum alloys in the form of grain, sponge, bar, ingot, sheet, rod, wire, cube and strip.

**INTENTIONALLY LEFT BLANK**

## **RULE 54      CHARGES ON MIXED SHIPMENTS (GOODS)**

### **Scheduled Service**

When articles taking different rates are packaged together, charges will be assessed on the weight of the entire package at the highest rate or rating applicable to any article therein.

When articles taking different rates and packaged separately in the same shipment, charges will be assessed (when such assessment results in a lower charge than that prescribed in paragraph 1 above) as follows:

- a. On shipments weighing less than 100 pounds by applying the applicable rate per pound to each part of the shipment, subject to the applicable minimum charge for the commodity, in the shipment, carrying the highest rate.
- b. On shipments weighing 100 pounds or more by applying the applicable rate per 100 pounds based on the weight of the entire shipment to the weight of each part of the shipment.
- c. On shipments containing pieces subject to rates based on minimum weights by applying the rate per 100 pounds based on the weight of the entire shipment applicable to each part of its actual or dimensional weight as per *Rule 74, "Charges for Excess Baggage"*. The minimum weight to be observed for the entire shipment will be the highest minimum weight applicable to any rate used in rating the shipment any deficit below such minimum weight being assessed at the lowest rate applicable to any part in the shipment.

Part of a shipment for the purpose of this rule will consist of one package, piece or bundle, or two or more packages, pieces or bundles having the same applicable airport to airport rate.

For purposes of this rule, transportation charges on each differently rated part of the shipment will be assessed on the actual or cubic dimensional weight, whichever is the greater of the two of each part.

**INTENTIONALLY LEFT BLANK**

**RULE 55      CHARGES PREPAID (GOODS)**  
**Scheduled & Charter Service**

Shipments will be accepted only if prepaid by the shipper:

- a. Shipments of human remains,
- b. Shipments addressed to persons restrained of their liberty,
- c. Shipments not equal in commercial value to the charges thereon,
- d. Shipments addressed to Canadian government agencies unless shipped by government agents presenting proper bills of lading,
- e. Shipments of second hand household effects,
- f. Shipments addressed to consignees temporarily at a transient address,
- g. Shipments of baggage and sample cases addressed to Customs,
- h. Shipments of live animals.

**INTENTIONALLY LEFT BLANK**

**RULE 56      SHIPMENTS (COLLECT ON DELIVERY)**  
Scheduled & Charter Service

AIR BOREALIS will not accept C.O.D. shipments (goods).

**INTENTIONALLY LEFT BLANK**

**RULE 57      PAYMENT OF RATES AND CHARGES**  
Scheduled Service

Rates and charges are payable in lawful currency of Canada in cash at the time of acceptance by AIR BOREALIS on prepaid shipments.

**INTENTIONALLY LEFT BLANK**

**RULE 58 CLAIM PROCEDURE – GOODS**  
**Scheduled Service & Charter Service**

All claims must be made in writing to the originating or delivering carrier within 30 days after the date of acceptance of a shipment by the originating carrier.

Damage and/or loss discovered by the consignee after delivery and after a clear receipt has been given to AIR BOREALIS must be reported in writing to the delivery of the shipment with the privilege to the carrier to make inspection of the shipment and container(s).

No claim for loss or damage to a shipment will be entertained until all transportation charges thereon have been paid. The amount of claims may not be deducted from transportation charges thereon have been paid. The amount of claims may not be deducted from transportation charges.

**INTENTIONALLY LEFT BLANK**

## **RULE 59      NOTICE AND DISPOSITION OF GOODS**

### **Scheduled & Charter Service**

When perishable property or property which by its very nature requires expeditious handling is accepted for shipment and delay at point of origin thereafter develops or is reasonably anticipated, carrier, upon receipt of such knowledge, will promptly attempt to notify shipper thereof requesting instructions. If after reasonable attempt on the part of carrier in such cases to give such notice, no further instructions are received, carrier reserves the right to reroute the shipment by other means of transportation or to dispose of it in accordance with the provisions of paragraph 3 of this rule.

Carrier will promptly notify consignee by mail or otherwise upon the arrival of shipment. If after notice of arrival has been given to consignee or delivery has not been effective and the shipment is undelivered at the expiration of the free storage time provided in *Rule 47, "Storage"*, carrier will notify shipper and consignee at the addresses shown on shipment of carrier's inability to effect delivery. Any undelivered shipment will, upon written request from shipper received within 10 days after date notice of non-delivery was mailed to shipper, be returned to shipper, forwarded, or otherwise disposed of, all at shipper's expense.

When a shipment containing perishable articles is delayed in the possession of AIR BOREALIS or is unclaimed, refused, or threatened with deterioration, the carrier will have the right immediately to take such steps as it sees fit for the protection of carrier and other parties in interest including collect communications for instructions or sale or other disposition of such perishable articles without instructions. All perishable items are shipped at shipper's risk and carrier holds no responsibility.

When a shipment containing non-perishable property remains unclaimed or is refused after notice of arrival and notice of non-delivery as herein provided carrier will have the right to store (as provided in *Rule 47, "Storage"*) and the additional right to dispose of the shipment or any part thereof at public or private sale after 30 days written notice to shipper and consignee at the addresses shown on the shipment.

In the event of non-payment of any sums payable to carrier, AIR BOREALIS will have the right to hold the shipment subject to storage (as provided in *Rule 47, "Storage"*) and to dispose of the shipment at public or private sale without notice to shipper or consignee paying itself out of the proceeds of such sale all sums due and payable including storage charges.

No sale or disposal pursuant to this rule shall discharge any liability or lien to any greater extent than the proceeds thereof less selling expenses, if any, and the shipper and consignee shall remain liable, jointly and severally, for any deficiency.

**INTENTIONALLY LEFT BLANK**

**RULE 60     CARRIER'S LIEN**  
Scheduled & Charter Service

AIR BOREALIS will have a lien on the shipment for all sums due and payable to carrier pursuant to *Rule 61, "Indemnification (Goods)"* and *Rule 11, "Liability for Charges"*.

**INTENTIONALLY LEFT BLANK**

**RULE 61      INDEMNIFICATION (GOODS)**  
Scheduled & Charter Service

The shipper and consignee shall be liable, jointly and severally, to pay or indemnify AIR BOREALIS for all claims, fines, penalties, damages, costs or other sums which may be incurred, suffered or disbursed by a carrier by reason of any violation of any of the rules contained in this Tariff or any other default of the shipper or such other parties with respect to a shipment.

**INTENTIONALLY LEFT BLANK**

## **RULE 62 UNACCOMPANIED MINORS**

### **Scheduled & Charter Service**

#### **Age Restrictions**

Minors under 8 years of age are not eligible to use the UM Service, and must always be accompanied by a person aged 16 or older when travelling. The accompanying passenger must occupy a seat next to the minor.

Minors aged between 8 and 11 years of age may only travel unaccompanied if they are using the UM Service, outlined below.

Minors from age 12 up to a maximum of 16 years of age can also use the UM Service at the request of their guardian. Please note, however, that if a guardian requests the UM Service for a minor between these ages, all travel restrictions applicable to the UM Service will apply.

#### **Unaccompanied Minor Procedures**

Children from the age of 8 to 11 who are travelling alone on AIR BOREALIS are considered unaccompanied minors. Unaccompanied children under eight (8) years of age will not be accepted under any conditions.

AIR BOREALIS limits the number of unaccompanied minors to 2 per flight.

#### **Fares and Charges**

Unaccompanied minors travelling on the UM Service provided by the carrier will be subject to the applicable adult fare.

A charge of \$35.00 CAD per minor, in each direction, will be applied for using the UM Service.

The charge is non-refundable and is subject to applicable taxes.

#### **Carriage of Unaccompanied Minors (UMNR)**

2. Arrangements and registration for the UM Service must be made at least 24 hours prior to departure.

The minor must be brought to the airport of departure by a guardian who remains with the minor until AIR BOREALIS starts providing supervision. The guardian must have photo identification and 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.

The guardian who will be meeting the unaccompanied minor at the 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.

The guardian will be required to remain at the airport of departure until the aircraft has departed.

In case of emergency, the guardian must provide AIR BOREALIS with the name and phone number of a person who can be contacted during the time the minor is in the carrier's care.

Unaccompanied minors aged 8 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.

Once the minor is under AIR BOREALIS's care, the minor will be provided supervision by the Carrier until he/she is met at destination by a guardian.

Confirmed reservations must be booked for unaccompanied minors. Standby travel is not permitted.

Unaccompanied minors must only travel on direct flights.

Unaccompanied minors will not be permitted to travel when weather advisory has been issued by AIR BOREALIS.

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.

### **Carrier's Limited Responsibility**

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

## **RULE 63 CARRIAGE OF A PERSON WITH A DISABILITY**

### **Scheduled & Charter Service**

#### **Provision for aircraft WITH 29 OR LESS PASSENGER SEATS**

##### **Acceptance for Carriage**

AIR BOREALIS will make its best effort to accommodate passengers 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, the carrier will offer to provide a written explanation to the person for the decision to refuse carriage at the time of refusal.

##### **Acceptance of Declaration of Self-Reliance**

Except for applicable safety-related rules and regulations, AIR BOREALIS will accept the determination made by or on behalf of a person with a disability as to self-reliance. 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.

##### **Medical Clearance**

AIR BOREALIS will not automatically require a medical certificate from persons with disabilities as a condition of travel. Rather, AIR BOREALIS 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.

##### **Accessible Seating**

AIR BOREALIS 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 meet the persons' disability-related needs, will be seated together. Persons with disabilities will not be permitted to occupy seats in designated emergency exit rows, over-wing emergency exit rows.

##### **Acceptance of Aids**

AIR BOREALIS will carry as priority baggage, in the cabin where possible, the following mobility aids:

- a. A wheelchair (except when aircraft design does not permit carriage of the mobility aid);
- b. A walker, a cane, crutches, or braces;
- c. A device to facilitate communication; and/or
- d. Any prosthesis or small medical device.

Where the aircraft design does not permit the carriage of the aid, AIR BOREALIS 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.

Providing the aircraft can carry the aid, AIR BOREALIS will:

- a. Disassemble and package, where necessary, the aid for transportation and assemble the aid upon arrival; and
- b. Return the aid promptly upon arrival.

Where the facilities, the tarmac, and the weather conditions permit, AIR BOREALIS 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 10.

### Acceptance of Service Animals

AIR BOREALIS will accept for transportation, without charge, a Service animal required to assist a person with a disability provided that the animal is properly harnessed and certified in writing as having been trained by a professional service animal institution. The animal must be at least 4 months of age and the owner must provide a valid health and vaccination certificate upon request by the carrier. For the comfort of all passengers, the carrier's staff will determine, in consultation with the person with a disability, where the person and Service animal will be seated. AIR BOREALIS will assign a seat to the person which provides sufficient space for the person and service animal and permit the service animal to accompany the person onboard the aircraft and remain on the floor at the passenger's seat. Where there is insufficient floor space in the seat row at the person's passenger seat, AIR BOREALIS will permit the service animal to remain on the floor in an area where the person can exercise control over the animal. The carrier will avoid separating persons with disabilities from their Service animal.

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

The person with a disability must make all arrangements and assume full responsibility for complying with any laws, customs and/or other governmental regulations, requirements, or restrictions of the country, province, state or territory to which the animal is being transported, including but not limited to furnishing valid health and vaccination certificates, when required. The Carrier will not be responsible in the event. Any such service animal is refused entry into or passage through any country, province, state or territory.

If a person with a dog allergy is unable to travel on the same flight as the service dog, a doctor's note must be presented to the Carrier stating the severity of his/her allergy at least 48 hours prior to travel. Priority will then be given to whoever completed their booking first.

A person with a dog allergy disability and a person travelling with a service dog will not be accepted on the same flight unless it is mutually agreeable between the passengers involved. If such parties agree, AIR BOREALIS will do our best to accommodate seating separation to a five row minimum, provided that at least 48 hours' notice is given to Carrier. If 48 hours is not given to the Carrier, reasonable effort will be made to accommodate seating separation.

### Carriage of an Emotional Support Dog

Carriage of an emotional support dog can provide relaxation and comfort to a passenger with a disability. AIR BOREALIS will accept an emotional support dog providing:

- a. The passenger provides a letter, dated no more than one year prior to the date of travel, confirming that:
  - i. They have a mental or emotional disability recognized by the DSM-IV (Diagnostic and Statistical Manual of Mental Disorders).
  - ii. The passenger requires the emotional support dog for emotional or psychiatric support during travel and/or at destination.
  - iii. The person who prepared the document is a licensed medical health professional and that the letter includes information on the medical health professional's license (i.e. type of license, date issued, and issuing authority).
  - iv. The passenger is currently under the care of the licensed medical health professional who prepared the document.
- b. The dog must be at least 4 months of age and the passenger provides a valid health and vaccination certificate.
- c. The emotional support dog is confined to an animal carrier unless removed to perform disability mitigation, in which case it must be securely attached to the person by way of a harness, leash, lead or tether.
- d. The emotional support dog is stowed in a soft-sided carrier, no larger than 12x16x10 inches in volume.
- e. That, if AIR BOREALIS has determined that an emotional support dog is posing a direct threat to the health and safety of the person, other passengers or flight crew, or causing a significant disruption in cabin service, AIR BOREALIS may be permitted to require that the dog remain in the pet carrier, or, if the dog is already out of the pet carrier, the carrier can require that the dog be returned to the dog carrier for the duration of travel.
- f. That, if a person with an animal allergy is unable to travel on the same flight as the emotional support dog, a doctor's note is presented to AIR BOREALIS stating the severity of his/her allergy at least 48 hours prior to travel. Priority will then be given to whoever completed their booking first. A person with an animal allergy disability and a person travelling with an emotional support dog will not be accepted on the same flight unless it is mutually agreeable between the passengers involved. If such parties agree, AIR BOREALIS will do our best to accommodate seating separation to a five row minimum, provided that at least 48 hours' notice is given. If 48 hours advance notice is not given, reasonable effort will be made to accommodate seating separation.
- g. The emotional support dog does not interfere with the safe operation of the flight and is stowed in an approved location.
  - i. Should there be a limit on the number of service animals, specialty animals and emotional support dogs that will be accepted on a given flight, animals will be accepted in the order of initial booking

### **Passengers Traveling with Oxygen**

Air Borealis will accept passengers who are traveling with their own medical oxygen providing that it has been prescribed by a licensed physician or other licensed health professional, such as a respiratory therapist, for use by the individual.

## Medical Oxygen Cylinders

Medical Oxygen means a gaseous oxygen cylinder or a portable oxygen concentrator that would be carried on board an aircraft by a passenger, rather than an oxygen cylinder that is furnished to the passenger by the air operator.

The following guidelines must be met in order to carry medical oxygen on board any Air Borealis flight:

- a. The unit must be an approved "D" type oxygen cylinder and the length of the bottle may not exceed twenty inches (20") (including the regulator) and the diameter may not exceed five inches (5"). Each individual oxygen cylinder must not exceed 5 kilograms/11 pounds.
- b. A total of 2 bottles of oxygen per aircraft are permitted and must be free of any damage.
- c. The passenger must have their physician complete Section 2 of the 'Request to Operate Medical Oxygen in Flight' form.
  - i. This form indicates the maximum quantity of oxygen required for the flight(s) and
  - ii. States whether or not oxygen use is medically necessary for all or a portion of the duration of the trip.
  - iii. Specifies the maximum flow rate corresponding to the pressure in the cabin of the aircraft under normal operating conditions

## Quantity Permitted On Air Borealis Aircraft

- a. 1 oxygen cylinder that he/she will be using during the duration of the flight. Passenger can sit in the back row on the Twin Otter to access the underseat restraint bars (bars are only on back row); sit with the oxygen in adjacent seat next to him/her safely secured; or sit in the front row and place the oxygen in the net.
- b. 1 additional oxygen cylinder only if the passenger has it with them that must be placed in the red stowage bag.

Should additional oxygen bottles have to travel (not required during flight), they will be required to be checked through cargo as dangerous goods.

### **Spare “Empty” Cylinders**

If in the event a passenger is requesting to check in a spare cylinder, if there is a regulator still on the tank, it must follow TDGR regulations. That is, it must go through Cargo and have all dangerous goods paper attached.

If the tank is labeled EMPTY, the tank may still contain residue and again has to follow TDGR REGULATIONS and have all of the Dangerous Goods paperwork.

*Note: The transfer of regulators, once onboard the aircraft, is not permitted. Any oxygen cylinder used during flight MUST have the regulator attached.*

### **Portable Oxygen Concentrators**

A Portable Oxygen Concentrator is an electronic device used to provide oxygen at a substantially higher concentration ( $\approx 90\%$ ) than that of ambient air and is an alternative to using compressed oxygen cylinders. Portable oxygen concentrators do not have the safety concerns associated with the use of compressed oxygen cylinders on board aircraft, as there is no oxygen present in the device itself.

The following guidelines must be met in order to carry a Portable Oxygen Concentrator on board any AIR BOREALIS Airlines flight:

- a. The passenger must have their physician complete Section 2 of the ‘Request to Operate Medical Oxygen in Flight’ form.
  - i. This form indicates the maximum quantity of oxygen required for the flight(s) AND
  - ii. States whether or not oxygen use is medically necessary for all or a portion of the duration of the trip.
  - iii. Specifies the maximum flow rate corresponding to the pressure in the cabin of the aircraft under normal operating conditions.
  - iv. States whether the user of the device has the physical and cognitive ability to see, hear and understand the device’s aural and visual cautions and warnings and are able, without assistance, to take the appropriate action in response to those cautions and warnings.
- b. Size restrictions of the unit (under seat maximum size is 12 x 16 x 10 inches or 30 x 40 x 25 cm) and that the Portable Oxygen Concentrator and any accessories are securely stowed under a passenger’s seat. Maximum weight restrictions (under seat) of the oxygen equipment must not exceed 20 lbs.
- c. Unit must be in good condition, free from contamination (such as oil and grease) and has no visible signs of damage or abuse.
- d. The passenger should ensure that they have sufficient battery power to provide an adequate supply of oxygen for the duration of their travel time. Factors to take into consideration to determine the adequacy of oxygen supply are whether oxygen is medically necessary for all or a portion of the travel time, the duration of the flight (including connecting flights), the duration of time spent on the ground (prior to departure, on route stops and following arrival at destination) as well as an appropriate reserve in case of unforeseen operational circumstances (i.e. weather).
- e. In addition, each spare battery must not exceed the following quantities:
  - i. For lithium metal or lithium alloy batteries, a lithium content of not more than 2 grams; and
  - ii. For lithium ion batteries, an aggregate equivalent lithium content of not more than 8 grams.

### **Safety Consideration of Spare Batteries:**

Portable Oxygen Concentrators carried on aircraft typically operate using rechargeable batteries; therefore, it may be necessary for passengers to carry a number of spare batteries to provide power to the Portable Oxygen Concentrator for the duration of the flight(s). Certain precautions are necessary to address emerging safety issues associated with the carriage of batteries.

Although the Portable Oxygen Concentrator units themselves are not considered as dangerous goods, the lithium or lithium ion batteries often used to power these units are dangerous goods. However, when carried by passengers in the cabin of the aircraft, for medical purposes, the Portable Oxygen Concentrator units are exempt from this rule and are not considered dangerous goods.

In accordance with the TDGRs, spare batteries shall be individually protected in packaging that will prevent the terminals from contacting any metal objects. This will prevent short circuits. Batteries may be carried as carry-on baggage only and shall not be transported as cargo or checked baggage. In addition, a maximum of two spare batteries are permitted per person.

### **Services to be Provided to Persons with Disabilities:**

#### **At time of reservation**

When a person identifies himself/herself as a person with a disability, AIR BOREALIS will:

- a. Describe the type of equipment and services available to accommodate persons with disabilities;
- b. Discuss both the level of accessibility and the limitations of the aircraft, the tarmac, the facilities and the availability of boarding equipment for the available services to accommodate that person's disability-related needs; and
- c. Note, and offer to confirm in writing, services to be provided as soon as possible after the reservation has been made and before the flight.

#### **At the time of travel**

Where a request for a service is made in advance of travel, AIR BOREALIS will make every effort to provide the following:

- a. Assistance at check-in;
- b. Assistance to reach the boarding area;
- c. Assistance to board and deplane;
- d. Assistance with baggage;
- a. Assistance to transfer to/from a mobility aid;
- e. Assistance to transfer to/from a passenger seat;
- f. Inquiring, from time to time after check-in; about the needs of a person who is not independently mobile and attending to those needs when the services required are usually provided by the carrier;
- g. Limited assistance with beverages and snacks – such as opening packages and identifying items;

Assistance to proceed to the general public area or to a representative of another carrier; Any additional service to accommodate a person's disability-related needs.

### **When Boarding and Deplaning**

AIR BOREALIS will, upon request, board and deplane persons with disabilities using specialized equipment whenever possible. As a last recourse, a person may be carried by hand to enplane and deplane if the following applies:

- a. Restrictions inherent to the aircraft or the tarmac prevent the use of any other boarding/deplaning method;
- b. The person agrees to be hand-carried; and
- c. This can be done safely.

Where a person with disability requests assistance in boarding or stowing carry-on baggage, AIR BOREALIS will allow the person to board the aircraft in advance of other passengers, to ensure there is sufficient time to provide the requested assistance.

**INTENTIONALLY LEFT BLANK**

**INTENTIONALLY LEFT BLANK**

**INTENTIONALLY LEFT BLANK**

## **RULE 64 CARRIAGE OF A MEDICAL ATTENDANT (ATTENDANT TRAVEL)** **Scheduled & Charter Service**

### **Who is eligible for an attendant discount?**

A non-self-reliant individual is any person who is incapable of self-care during a flight. A non self-reliant individual requires personal assistance such as assistance with eating, using the washroom facilities or administering medication and may require assistance from AIR BOREALIS other than those normally offered by the carrier.

### **Who is not eligible for an attendant discount?**

Examples of ineligible passengers include self-reliant persons with a visual impairment, self-reliant persons who are deaf, passengers who require a wheelchair, who despite their disability are otherwise self-reliant and capable of self-caring during the flight.

The assistant discounted fare is as outlined in Table VIII – A (based on YMED fare), and is subject to the terms and conditions of the fare being met.

If the fare rule allows assistant travel, a doctor's letter requesting assistance must be submitted to confirm that the disabled passenger requires an accompanying assistant as a condition of travel.

The assistant's discount applies only to the segments that are traveled together with the person with a disability.

### **Who is eligible to be an attendant?**

A person who is capable of providing assistance of a personal nature (such as using the washroom, eating, taking medications, etc.).

**INTENTIONALLY LEFT BLANK**

## **RULE 65 CARRIAGE OF PASSENGERS TRAVELING WITH INFANTS**

### **Scheduled & Charter Service**

Passengers traveling with infants, not yet two years old (8 days to 23 months), may elect:

- a. To carry the infant on their lap;
- b. To carry the infant in a Transport Canada approved infant restraint device when a seat is purchased. Please note only infant restraint devices are permitted – any other restraint device, other than an infant carrier, is not accepted. The infant must be properly secured in an infant restraint device which was manufactured on/after January 1st, 1991 and which;
  - a. Displays inspection sticker that is not expired.
  - b. Regardless of country of manufacture, displays any inspection sticker which states that the device is certified for use onboard aircraft.
  - c. Instructions for the proper use of the device and its weight and stature capacities must also be prominently displayed on the device. Use of the device may be prohibited if, in the opinion of the Carrier's personnel, an infant exceeds the prescribed capacity limits.
  - d. The device shall at all times be properly secured in a seat adjacent to an accompanying adult who is familiar with the proper method of releasing the infant from the device. The device may not be located in an emergency exit row, or in any seat which would block access by a person to the aisle of the aircraft, or in a seat which would prevent access to emergency or safety equipment.
  - e. The adult traveling with the infant must provide the device. The Carrier assumes no responsibility for the provisions of approved infant restraint devices described above.

Any passenger traveling with an infant less than 8 days old, we recommend they check with a physician or pediatrician first as changing air pressure may cause ear pain.

Only one (1) infant under two years of age will be accepted for carriage with each fare paying passenger at least 16 years of age. One adult cannot travel with one infant on their lap and another in a restraint device.

If more than one infant travels with a fare-paying passenger, a separate seat must be reserved and the applicable fare for the ticket is applied. Carriage of a second infant does not qualify for free transportation if there is only one-adult fare paying passenger.

Each passenger in charge of a child under two (2) years of age shall ensure that the child is held securely in the arms of an adult whenever the seat belt sign is illuminated.

*Note: The seat belt must not be fastened above the adult and infant.*

Passengers traveling with infants, on their lap, may under no circumstances be seated in restricted or exit rows.

A seat must be assigned and a ticket purchased for all persons two (2) or more years of age. They shall be restrained in a seat by one of the seat belts for take-off and landing.

Regardless of whether the child is carried on the adult's lap, a notation will be made on the accompanying adult's boarding card indicating that an infant is traveling.

Pre-board all passengers traveling with an infant.

**INTENTIONALLY LEFT BLANK**

## **RULE 66      SEATING OF CHILDREN UNDER THE AGE OF 14 YEARS**

Air Borealis will, at no extra cost and at the earliest opportunity, help seat children under the age of 14 near to their parent, guardian or tutor. The proximity depends on the age of the child:

Under the age of 5: in a seat adjacent to their parent, guardian or tutor.

Aged 5 to 11: in the same row and separated by no more than one seat from their parent, guardian or tutor.

Aged 12 or 13: separated by no more than a row from the parent, guardian or tutor.

Please contact the Customer Care Center at 1-800-563-2800.

**INTENTIONALLY LEFT BLANK**

**RULE 67      CARRIAGE OF PEACE OFFICER(S) AND PASSENGER(S) UNDER ESCORT**  
Scheduled & Charter Service

Each prisoner under escort having a maximum security rating requires a minimum of two (2) escorts. Only one (1) maximum security rated person is to be carried per flight. Passengers under escort having a medium security rating may be carried with one (1) escort for each passenger under escort. Passengers under escort having a minimum security rating may be carried with one (1) escort for every two (2) passengers.

- a. A prisoner shall be accompanied by an attendant in both scheduled and charter services and the attendant shall assume full responsibility for the proper conduct and control of the prisoner.
- b. The charterer/customer shall indemnify AIR BOREALIS for any loss, injury or damage caused by a prisoner.

**INTENTIONALLY LEFT BLANK**

**RULE 68      CARRIAGE OF PREGNANT WOMEN**  
Scheduled Service

Any passenger with a normal pregnancy and no previous history of premature labor may travel up to and including the 35<sup>th</sup> week without medical clearance. Medical clearance is required for all pregnancies after the 35<sup>th</sup> week. Travel between 39-40 weeks is not permitted under any circumstances.

**INTENTIONALLY LEFT BLANK**

---

**RULE 69      CARRIAGE OF DANGEROUS ARTICLES/CARGO**  
**Scheduled & Charter Service**

The charterer/customer shall comply with the applicable governmental regulations governing the carriage of explosives or other dangerous articles (Dangerous Goods Regulations) under this Tariff.

Any charterer/customer shipping or attempting to ship dangerous articles in contravention of any government regulations shall be liable to AIR BOREALIS for all loss or damage directly or indirectly caused thereby and the carrier may store or dispose of such articles at the charterer's risk and expense.

**INTENTIONALLY LEFT BLANK**

---

**RULE 70     CARRIAGE OF HUMAN REMAINS**  
Scheduled & Charter Service

**Scheduled Service:**

Human remains are acceptable for shipment on scheduled service flights when enclosed in coffins or caskets that prevent offensive odors.

**Charter Service:**

Except in cases of emergency, human remains shall not be carried unless enclosed in coffins or cases that prevent the escape of offensive odors.

**INTENTIONALLY LEFT BLANK**

## **RULE 71 CARRIAGE OF LIVE ANIMALS**

### **Scheduled Service**

#### **General**

Advance arrangements must be made with AIR BOREALIS before any animal will be accepted for carriage as checked baggage only.

AIR BOREALIS scheduled service accepts live animals as checked baggage. This rule does not apply to service animals, specialty animals and emotional support animals. Reference Rule 83 and Rule 63 for acceptance procedures on these Specialty Animals, Service Animals and Emotional Support Animals.

Animals must be contained in a clean, leak/escape proof container/kennel with adequate space for the comfort of the animal. The container/kennel must be approved by AIR BOREALIS .

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

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 obligated to pay the applicable charges.

**Note:** *This provision does not apply to Service animals accompanying persons with disabilities or search and rescue dogs, which will be carried free of charge.*

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. In the absence of such documentation, the animal will not be accepted for carriage.

When travel involves more than one carrier, the passenger should verify the policy of each carrier involved in the itinerary and ensure that the requirements of each carrier have been met and that each carrier is aware and has agreed to carry the animal on its own aircraft.

#### **Animals as Checked Baggage**

The number of animals carried is limited per flight.

Animals will not be accepted during certain periods of the year. These black-out periods will be posted on the Carrier's Website or may be ascertained by contacting the carrier.

The maximum allowable weight for any AIR BOREALIS counter check in must not exceed 45kg/ 100lbs, for both the animal and container/kennel combined. If container/kennel exceeds the maximum weight mentioned in (3) above, the passenger must make arrangements with AIR BOREALIS Cargo department to ship the animal.

**Charges:** The charge for transportation of the animal and container/kennel as checked baggage is as follows:

Size	IATA Code	Exterior Dimensions	Interior Dimensions	Charge
Small	0	21"L x 16"W x 15"H	17"L x 12"W x 13"H	\$75.00 plus applicable tax
Medium	200	28"L x 20.5"W x 21.5"H	28"L x 16"W x 20.5"H	\$75.00 plus applicable tax
Large	400	36"L x 25"W x 27"H	32"L x 22"W x 26" H	\$100.00 plus applicable tax
Extra Large	500	40"L x 28"W x 30"H	36"L x 24"W x 26"H	\$100.00 plus applicable tax

Please measure your animal and ensure the animal can stand up and move within the kennel freely.

Wire cages or cages which the animal's paws can protrude through spaces will not be accepted for travel. The floor must be leak proof.

Kennels that are equipped with wheels must have the wheels removed by the owner prior to loading onto the aircraft.

Kennel doors must have a secure latch but must not be locked with any type of locking mechanism. The pet has to be easily accessed by the airline.

Once the pet is inside the kennel and ready to be accepted as checked baggage- a Customer Service Representative will place the zip tie on the latch to secure the door from opening.

AIR BOREALIS reserves the right to refuse to transport any animal which appears to be aggressive, in distress, unruly or their health is questionable for travel.

The animal must be a minimum of 8 weeks old.

The kennel must be marked with the pet's name and owner's phone number.

Owners are advised to feed their pets only a light meal prior to departure and to give them a quick drink of water before being brought to the check in counter. A toy or blanket can be placed in the kennel to help them feel calm.

Owners are advised to exercise their pet before leaving for the airport. We do not recommend tranquilizers or other medications. If the pet is tranquilized, the owner will require a letter from a veterinarian upon check in stating the animal is acceptable for travel.

### Charter Service

The carrier will accept for charter flights the carriage animals/pets such as domestic dogs and/or cats as checked or carry-on baggage provided the animal(s) is/are accompanied by a passenger, in compliance with the IATA Live Animal Regulations. Contact the Director of Flight Operations at paul.slaney@airborealis.ca for carriage of any other animals for charter service.

## **RULE 72      CARRIAGE OF PERISHABLE GOODS**

### **Scheduled & Charter Service**

AIR BOREALIS does not agree to carry perishable items unless they are appropriately packed.

Examples: Fish and seafood, fruits and vegetables, floral and nursery stock (flowers). However, such items will be accepted for carriage provided the above conditions are met and a Limited Release Tag is completed.

Perishable goods shall be properly packed by the charterer/customer to prevent deterioration in flight.

When perishable goods in a damaged condition or with damaged or inadequate packing are accepted for carriage the traffic document shall be so annotated by AIR BOREALIS and the carrier shall be liable only for any loss, damage, deterioration, or destruction caused by its own negligence.

AIR BOREALIS shall take reasonable precautions to ensure that perishable goods are not damaged by freezing or defrosting in flight.

Where:

- a. Perishable goods are refused by the consignee,
- b. No effective arrangements are made by the charterer/customer or the consignee to accept perishable goods at the destination of the goods.
- c. Disposal instructions for perishable goods cannot be obtained from the charterer/customer or consignee and there is danger that the goods may become worthless because of delay in transit or delivery or of non-delivery.

AIR BOREALIS may, without prior notice, sell or otherwise dispose of the goods upon the best terms available.

**INTENTIONALLY LEFT BLANK**

## **RULE 73 INTERLINE BAGGAGE ACCEPTANCE**

Air Borealis has an interline arrangement in place with PAL Airlines.

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

It establishes how AIR BOREALIS will determine which carrier's baggage rules apply to any passenger's entire Interline Itinerary.

For the purposes of interline baggage acceptance:

- a) The carrier whose designator code is identified on the first segment of the passenger's interline ticket will be known as the Selecting Carrier.
- b) Any carrier who is identified as providing interline transportation to the passenger by virtue of the passenger's ticket will be known as a Participating Carrier.

### **Baggage Rule Determination by Selecting Carrier**

#### **Checked Baggage**

The Selecting Carrier will select and apply its own Baggage Rules as set out in its tariff to the entire Interline Itinerary.

#### **Carry-On Baggage**

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

#### **Passenger's Special Status**

The baggage rules determined by the Selected Carrier at the beginning of a passenger's itinerary will determine what entitlements the passenger is eligible for.

#### **Stopovers**

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

#### **Embargoes**

Embargoes applicable to any operating carrier participating in an Interline Itinerary will be taken into account when determining the Baggage Rules and charges that apply to the passenger's travel.

### **Baggage Rule Application by Participating Carrier**

Where AIR BOREALIS is not the Selected Carrier on an Interline Itinerary but is a Participating Carrier that is providing transportation to the passenger based on the ticket issued, AIR BOREALIS will apply as its own the Baggage Rules of the Selected Carrier throughout the Interline Itinerary.

#### **Disclosure of Baggage Rules**

Interline travel with PAL Airlines and Air Borealis can be booked through either carrier directly, on each applicable website, or through a Travel Agent.

Please be sure to check with the airline that is operating your flight and familiarize yourself with the fees and policies of the airline:

PAL Airlines Tariff can be found here: <https://www.palairlines.ca/en/fly-right/fares/general-conditions-and-tariffs/>

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

- Upon purchase of a flight, the passenger shall receive an E-Ticket from the Carrier which will set out provisions related to further rules and regulations, including those rules related to first and second Checked Baggage and Unchecked Baggage. The information provided on the E-Ticket will reflect the Baggage rules of the Selecting Carrier. Specifically,
  - the name of the operating carrier for each flight and information for the Baggage Rules of each carrier;
  - the passengers Baggage allowance and/or applicable fees;
  - size and weight limits of the Baggage, if any;
  - the terms or conditions that would alter or impact a Guest's standard Baggage allowances and charges if applicable
  - The Carrier will provide this information in text format on the Guest's e-Ticket confirmation. Any fee information provided for Unchecked Baggage and the first and second Checked Baggage will be expressed as specific charges (i.e., not a range).

### Website Disclosure

AIR BOREALIS will disclose on its website, in a convenient and prominent location, a complete and comprehensive summary of all of Air Borealis' own baggage rules, including information concerning:

- a) The maximum weight and dimensions of passenger bags, if applicable, both checked and unchecked;
- b) The number of checked and unchecked passenger bags that can be transported and the applicable charges;
- c) Excess and oversized baggage charges;
- d) Charges related to check in, collection and delivery of checked baggage;
- e) Acceptance and charges related to special items, e.g. fishing equipment, skis, etc.;
- f) Baggage provisions related to prohibited or unacceptable items, including embargoes;
- g) Terms or conditions that would alter or impact the baggage allowances and charges applicable to passengers (e.g. Air Miles redemption travel);and,
- h) Other rules governing treatment of baggage at stopover points, including passengers subject to special baggage allowances or charges, etc.

## **RULE 74 ACCEPTANCE OF BAGGAGE**

### **Scheduled & Charter Service**

AIR BOREALIS has the right to examine baggage tendered for transportation.

AIR BOREALIS will accept for transportation as baggage such personal property as is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purposes of his trip subject to the following conditions:

- a. The Carrier has the right to refuse to accept baggage for transportation on any flight other than the one on which the passenger is to be transported.
- b. The Carrier will refuse to accept any property for transportation if it cannot withstand ordinary handling or its weight, size or character renders it unsuitable for transportation on the particular aircraft on which it is to be transported.
- c. The Carrier will refuse to transport or will remove at any point any baggage which the passenger refuses to allow the carrier upon the request of the carrier to examine.
- d. The Carrier will refuse to accept the following articles for transportation unless advance arrangements have been made:
  - i. Accepting firearms and ammunition:
    - Accept rifles and shotguns accompanying passengers as checked baggage only. Firearms are acceptable as checked baggage providing the firearm(s) is/are unloaded, packaged properly and that the passenger completes a Firearm(s) Declaration Form.
    - Inform the passenger that the carriage of a loaded weapon is a violation of Federal Government Regulations (Act 103.12).
    - The firearm(s) must be unloaded and all ammunition must be packaged separately from the firearm.
    - Passenger must declare the firearm is not loaded and sign the Firearm(s) Declaration Form.
  - ii. Any other articles which can cause annoyance to passengers or which cannot be carried in the baggage or cargo compartments of the aircraft.
  - iii. Any liquids, as baggage or otherwise or any other articles not suitable, or not suitably packed for transportation in aircraft. Carrier will not be liable for the losses of or damage to liquids or such other articles or for the damage to other articles, or for the damage to other property occasioned thereby, in the event such liquids or other articles are packed in baggage or otherwise transported without the knowledge of Air Borealis.
- e. The Carrier will, subject to available space, accept for transportation without charge, one collapsible wheel chair on the same flight with an incapacitated passenger dependent upon such wheel chair.
- f. The Carrier will accept for transportation, without charge, a service animal which is required by a person with a disability. The service animal must be properly harnessed in accordance with standards established by a professional service animal institution
- g. The Carrier will not accept seat loaded baggage for carriage.

- h. Live animals will be accepted for transportation provided that:
  - i. Advance arrangements are made,
  - ii. They are harmless, inoffensive, odorless, and will require no attention in transit,
  - iii. They are properly kenneled.
- i. Except as otherwise stated above, carrier will, upon presentation by a fare-paying passenger of a valid reservation check personal property within the time prescribed, but no carrier will check property so tendered to a point:
  - i. Not on the routing or beyond the destination as designated on such ticket; or
  - ii. Beyond a point of stopover; or
  - iii. Beyond a point at which the passenger is to transfer to a connecting flight and such flight is scheduled to depart from a different airport than at which the passenger is scheduled to arrive at such point;
  - iv. Beyond a point at which the passenger desires to resume possession of such property or any portion thereof; or
  - v. Beyond a point beyond which all applicable charges have not been paid.

This rule applies to interline transportation of baggage where AIR BOREALIS is Selected to apply its own baggage rules to an entire interline itinerary. AIR BOREALIS will only transport goods to the destination of the flight. All checked baggage must have a baggage identification tag. All unchecked baggage should have a tag with the passenger's name, address and telephone number.

**Note:** When traveling with another carrier and AIR BOREALIS is the connecting flight, any unchecked baggage (Carry-on baggage) will be accepted at no charge and will be sky-checked.

### Transportation of Special Items

Some restrictions apply for the transport of baggage on an itinerary e.g. oversized or overweight baggage, such as, fishing equipment, skis, etc. In these cases, any Participating Carrier in a passengers interline itinerary may apply these restrictions to the passengers travel based on that carrier's Tariffs:

**Note:** In the case of interline, passengers are advised that the baggage rules applicable to their transportation are those of AIR BOREALIS identified on your ticket and not of the carrier operating the flight.

- a. 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 sky check item (Reference Rule 75), the passenger will be subject to the excess baggage charges set out in Rule 76.

**Note:** This provision does not apply to aids for persons with disabilities. (See Rule 63)

- b. 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.

## Musical Instruments

Instruments may also be sky checked and/or accepted as checked baggage as long as they are properly packed in a hard-sided case and meet the size requirements. AIR BOREALIS will not accept instruments as sky check and/or checked baggage if they are not packaged properly (i.e. a soft sided case) unless the passenger agrees to sign a Limited Release Tag that releases AIR BOREALIS from any liabilities. The Instrument must meet the size requirement.

Guitars may be sky checked. It is suggested that string instruments have their strings loosened to prevent damage caused by changes in temperature and/or pressure.

Applicable baggage fees will apply for instruments accepted as checked baggage. Refer to Rule 75.

Should musical instruments be damaged or lost during travel, where the damage or loss is the result of mishandling by Air Borealis, the maximum liability is \$2,300.00. In such instances the passenger must provide Air Borealis with proof of original receipt or a professional appraisal. If the passenger declares the monetary value is greater than Air Borealis' maximum liability, the instrument is required to be shipped through Air Borealis Cargo whereas a declared value can be established.

## Collection and Delivery of Baggage

The passenger has the right to retrieve their baggage without delay.

Only the passenger who was given a baggage identification tag when AIR BOREALIS took possession of the baggage is entitled to accept delivery of the baggage.

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, AIR BOREALIS must receive satisfactory proof that the baggage belongs to the passenger in question before delivering the baggage to the passenger.

Acceptance of the baggage without complaint, within the time limits stipulated, by the passenger in possession of the baggage identification tag is evidence that the carrier delivered the baggage in good condition and in accordance with this tariff.

## Items Unacceptable as Baggage

The following items are unacceptable as baggage and will not be transported by Air Borealis: Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over.

- a) Items which are likely to endanger the aircraft or persons or property on board the aircraft. These unacceptable items are specified in the International Civil Aviation Organization (ICAO) *Technical Instructions for the Safe Transport of Dangerous Goods by Air* and the International Air Transport Association (IATA) *Dangerous Goods Regulations*.
- b) Items, which in Air Borealis' opinion, are unsuitable for carriage because of their weight, size or character, for example, fragile or perishable items.
- c) Live animals except as provided in Rule 70, Acceptance of Animals (Service Animals and Pets)
- d) Firearms and ammunition other than for hunting or sporting purposes are prohibited from carriage as baggage. Firearms and ammunition for hunting and sporting purposes will be accepted as checked baggage provided the firearms are not loaded, the safety catch is in the "on" position and the firearms are suitably packed.

- e) 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.
- f) The passenger shall not include in the checked baggage fragile or perishable items, money, jewelry, precious metals, silverware, negotiable papers, securities or other valuables, business documents, samples, passports and other identification documents.
- g) Any other items deemed by AIR BOREALIS to be unacceptable from time to time.

AIR BOREALIS reserves the right to refuse to board or transport any goods, or to remove goods from the aircraft, if such refusal or removal is, in Air Borealis' sole discretion, necessary or desirable for reasons of the health or safety of the passengers, the Air Crew, or the aircraft, or is otherwise necessary or desirable to prevent violation of any applicable law, regulation or order of any governmental authority of those jurisdictions where the aircraft shall be flown from, to or over, or if the goods are inadequately or improperly packed.

### **Right of Search**

AIR BOREALIS may request the passenger to permit a search to be conducted of his/her person and baggage. AIR BOREALIS 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 in (g) above or any arms or ammunition which have not been presented to Air Borealis. If the passenger refuses to comply with the request for search, AIR BOREALIS may refuse to carry the passenger and/or their baggage.

## **RULE 75      BAGGAGE ALLOWANCE**

### **Scheduled Service**

#### **Checked Baggage Allowance**

Upon presentation by a fare paying passenger of a valid reservation, AIR BOREALIS will transport two (2) pieces of baggage up to a maximum of 50 lbs, presented by such passenger, at no cost.

All checked baggage must have maximum outside linear dimensions of 62 in. (158 cm). A piece of baggage whose dimensions exceed this maximum is considered oversized.

Where two or more passengers traveling together to a common destination by the same flight, present themselves and their baggage at the same time and place, they shall be permitted the baggage allowance equal to the combination of their individual baggage allowances. Baggage weight in excess of the combined free baggage allowance will be the subject to excess weight charges (Refer to Rule 75).

No bags weighing in excess of 100 pounds (45 kgs) will be accepted as checked baggage. All bags in excess of 50 pounds (23 kgs) in weight should be tagged with a heavy tag. Please refer to Rule 76 – charges for excess baggage.

**Note: Carry-on baggage is not permitted on Twin Otter aircraft. Air Borealis permits 1 personal item and 1 item for Sky Check service.**

#### **Personal Items**

For passengers traveling with AIR BOREALIS, one (1) personal item that is secured to the person may be carried. This will include, but not limited to, a purse (maximum dimension 10"x12"x8" (LxWxH), medication bag, and small personal containers carrying life sustaining items such as CPAP.

#### **Sky Check Service**

AIR BOREALIS Airlines also offers a free Sky Check Service for (1) item not limited to, a backpack with a laptop/fragile/valuable items, camera and diaper bag. This Sky Check Service, with the above restrictions, will be at no additional charge to the passenger and in addition to the checked baggage allowance. Sky Checked items will be stowed on board the aircraft in front of the cabin.

<b>Baggage Allowance</b>	<b>Maximum Weight</b>	<b>Max Size LxWxH</b>
1 (Free of Charge)	13 lbs	12x16x10 inches

#### **Military Personnel**

AIR BOREALIS Airlines will allow two bags to be checked in as per the baggage acceptance policy without additional fee(s) for any active or veteran military personnel travelling for business or personal reasons who present valid military identification upon check in. Should they check in more than allowance noted above, excess baggage fees apply.

**INTENTIONALLY LEFT BLANK**

## **RULE 76 CHARGES FOR EXCESS BAGGAGE**

### **Scheduled Service**

Any baggage which exceeds the applicable maximum allowance referred to in Rule 74 of two (2) pieces up to 50 lbs will be accepted for transportation only upon payment of excess baggage charges.

No bags weighing in excess of 100 pounds (45 kg), 62 inches (158 cm) will be accepted as checked baggage.

All bags in excess of 50 pounds (23 kgs) in weight should be tagged with a heavy tag. This is to help our agents to be aware of the weight, better enabling them to avoid injury. Please write the weight of the bag on the tag and identify if it is pounds or kilograms.

### **Application of Charges and Fees for Excess Baggage: (Rate/LB – Taxes included 15%)**

<b>BETWEEN GOOSE BAY AND:</b>	<b>RATE/LB</b> (Taxes Include 15%)
Nain	\$3.20
Natuashish	\$2.43
Hopedale	\$2.08
Makkovik	\$2.08
Postville	\$2.01
Rigolet	\$2.01
<b>BETWEEN NAIN AND:</b>	
Natuashish	\$0.86
Hopedale	\$1.33
Makkovik	\$1.98
Postville	\$1.98
Rigolet	\$1.98
<b>BETWEEN NATUASHISH AND:</b>	
Hopedale	\$0.67
Makkovik	\$1.29
Postville	\$1.29
Rigolet	\$1.29
<b>BETWEEN HOPEDALE AND:</b>	
Makkovik	\$0.74
Postville	\$0.67
Rigolet	\$0.67
<b>BETWEEN MAKKOVIK AND:</b>	
Postville	\$0.46
Rigolet	\$0.46
<b>BETWEEN POSTVILLE AND:</b>	
Rigolet	\$0.46

**INTENTIONALLY LEFT BLANK**

## **RULE 77      Denied Boarding/Overbooking & Delays** **Scheduled & Charter Service**

Charter Service – Air Borealis does not overbook flights, therefore, no denied boarding compensation is offered to the passenger.

AIR BOREALIS reserves the right to deny boarding or transport to any person in order to comply with space and/or weight limitations and/or carrier overbooking.

### **Applicability**

This rule applies to all passengers irrespective of the type of ticketed fare.

A passenger who fails to check-in or present themselves at the boarding area within AIR BOREALIS check-in deadline and/or boarding time as per Rule 31, Reservations (Check-in deadline), will not receive denied boarding compensation, will at the carrier's discretion have their reservations cancelled and will be subject to the terms and conditions associated with the fare on which he or she is travelling.

### **Request for Volunteers**

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

AIR BOREALIS will publically ask for volunteers to relinquish their seats from among the confirmed passengers. At the same time, AIR BOREALIS will advise the passenger the type of benefits he/she 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. AIR BOREALIS 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.

Once a passenger has voluntarily relinquished his/her seat, the passenger will not later be involuntarily denied boarding unless he/she has been advised at the time he/she volunteered of such possibility. At the time the passenger is advised of such possibility of a further denial of boarding, the passenger is to be advised of any further compensation to which he or she may be entitled to receive.

The passenger who voluntarily surrenders his/her seat will receive agreed upon benefits from the carrier. Volunteers will be offered rerouting/refund options as set out in Paragraph (D) 1, 2, and 3 of this rule over and above the aforementioned benefits. In addition, a passenger who has voluntarily surrendered his/her seat 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 passengers were 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 the airport where the denied boarding situation occurred.
- c. A telephone call, e-mail or fax message to the destination point of travel.

## Boarding Priorities

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

- a. Passengers with a disability, their support person, service animal, or emotional support animal;
- b. Passengers travelling under the services of the Unaccompanied Minor program.
- c. Passengers traveling due to death or illness of a member of the passenger's family.
- d. Passengers for whom, in the carrier's own assessment, failure to travel would cause severe hardship.
- e. Passengers travelling as a group including the tour conductor of the group.
- f. All other passengers with confirmed reservations will be accommodated in the order in which they presented themselves for check-in.

If you are involuntarily denied boarding, Air Borealis will advise you why you were denied boarding, the compensation and standards of treatment to which you may be entitled as well as the recourses you have available.

## Transportation for Passengers Denied Boarding

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

- a. Carry the passenger to the destination named on the ticket, or applicable portion thereof, within 48 hours, 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,
- b. Reroute the passenger to the destination named on the ticket, or applicable portion thereof, on its own transportation services within a 48 hours. 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. If the fare for the revised routing is in a lower class of service, a refund will be made for the difference in fare. The refund will be made to the purchaser of the ticket. The form of refund will be the same as the form of payment used for the ticket. The refund will be based on the total value of the ticket; or,
- c. 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. If the fare for the revised routing is in a lower class of service, a refund will be made for the difference in fare. The refund will be made to the purchaser of the ticket. The form of refund will be the same as the form of payment used for the ticket. The refund will be based on the total value of the ticket or, 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 in (1), (2) or (3) above within a reasonable amount of time, the carrier will transport the

passenger to the point of origin named on the ticket and refund the full amount of the ticket in accordance with Rule 33 - 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;

- d. Re-route you from another airport that is within a reasonable distance of your departure airport to your destination (if any). If your new departure is from such an airport, Air Borealis will arrange for your transportation to that other airport.
- e. Otherwise, should the alternate transportation proposed by AIR BOREALIS 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). The form of refund will be the same form used as payment of the ticket(s). The refund will be based on the total value of the ticket(s). For complete conditions on Refunds see Rule 33 - Involuntary Refunds.

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, AIR BOREALIS 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.

### **Compensation for Passengers Involuntarily Denied Boarding**

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

#### **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.
- b. AIR BOREALIS 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.

#### **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 as specified under Rule 31-Reservations (Check-in Time Limits), will not receive denied boarding compensation and will have their reservations cancelled as specified under Rule 4-Conditions of Carriage (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.
- e. If AIR BOREALIS arranges comparable transportation at no extra cost to the passenger and the passenger uses this comparable transportation to reach their final destination within one hour of the scheduled arrival of their original flight on which boarding was denied.

### 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, passengers are entitled to a monetary compensation as follows:

Delay to original arrival time and compensation amounts		Optional: Travel voucher offered
0 to <6 hours	\$900 CAD	\$1800 AB travel voucher
6 to <9 hours	\$1800 CAD	\$3600 AB travel voucher
9+ hours	\$2400 CAD	\$4800 AB travel voucher

All amounts will be tendered in Electronic Funds Transfer (EFT) or cheque. Cash is not kept at any AIR BOREALIS counters; EFT/cheque will be delivered to the passenger within 48 hours or a timeframe agreed upon between the parties; **OR**

Two times the amount of cash in the form of MCO/future travel vouchers.

Passengers who experience a flight disruption that is within the airline's control, but not required for safety, and who choose to take a ticket refund instead of rebooking will still be compensated for inconvenience – Air Borealis will pay you \$125 CAN.

Air Borealis will issue the compensation amount within 48 hours Monday-Friday 9am-5pm.

The following restrictions will apply:

- AIR BOREALIS must inform passengers of the amount of cash compensation that would be due, and that the passenger may decline travel vouchers, and receive EFT or cheque;
- AIR BOREALIS must fully disclose all material restrictions before the passenger decides to give up the cash compensation or equivalent payment in exchange for a travel voucher;
- AIR BOREALIS 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;
- The amount of the travel voucher must be not less than 200 percent of the amount of cash compensation that would be due
- Passengers are entitled to exchange the travel vouchers for cash at the rate of CAD\$1 in cash being equivalent to CAD\$2 in travel vouchers within one (1) month.
- It is the passenger's option to choose which form of compensation they wish to receive.

### Standard of Treatment

If you are denied boarding for a situation within Air Borealis' control or for security reasons, we will provide you with the following before you board your next flight booked as part of your alternate travel arrangements, unless this would further delay you:

- Food and drink in reasonable quantities, considering the length of the wait, the time of day and location;
- Access to a means of communication; and
- Hotel or comparable accommodations for overnight delays for out-of-town passengers, subject to availability within reasonable distance from airport.

#### **Time of Offer of Compensation**

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.

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.

#### **COMPENSATION FOR DELAYS AND CANCELLATIONS**

During a flight delay or cancellation Air Borealis has the obligation to offer compensation to passengers for the inconvenience based on the compensation amounts for small airlines, as per the Canadian Transportation Agency. The amount of compensation depends on how late the passenger arrives at their final destination, compared to the arrival time on their original itinerary. Refer to Rule 14 for compensation amounts.

## **RULE 78     PACKING AND MARKING REQUIREMENTS FOR SHIPMENTS**

### **Scheduled & Charter Service**

AIR BOREALIS will provide a hotel, meal voucher and airport transfers to any passengers who are delayed overnight due to a controllable delay and did not start their travel at that airport.

- a. Shipments must be so prepared or packed as to ensure safe transportation.
- b. Any article susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bear appropriate labels.
- c. Any article susceptible to damage as a result of any condition which may be encountered in air transportation such as high or low temperatures, high or low atmospheric pressure, or sudden changes in either, must be adequately protected by proper packing and any other necessary measures.
- d. Each piece of a shipment must be legibly and durably marked with the name and address of the shipper and consignee.
- e. Pieces with a floor-bearing weight in excess of that which may be handled by AIR BOREALIS must be provided with a suitable skid or base which will distribute the weight to that which AIR BOREALIS may accept.

**INTENTIONALLY LEFT BLANK**

**RULE 79      SHIPMENTS ACCEPTABLE**  
Scheduled & Charter Service

Except as otherwise provided in this Tariff, all property is acceptable for transportation only when the rules and regulations of the Tariff and all laws, ordinances, and other governmental rules and regulations governing the transportation thereof have been complied with by the shipper, consignee, or owner.

**INTENTIONALLY LEFT BLANK**

**RULE 80      SHIPMENTS NOT ACCEPTABLE**  
**Scheduled & Charter Service**

Shipments which require AIR BOREALIS to obtain a federal, provincial, or local license for their transportation will not be accepted when the carrier has elected not to comply with such license requirements.

Shipments requiring special devices for safe handling will not be accepted unless such special devices are provided and operated by and at the risk of the shipper or consignee.

Shipments not expressly covered by the rules of this Tariff which would be likely to cause injury to crew or passengers, or whose carriage is prohibited by law, will not be accepted.

**INTENTIONALLY LEFT BLANK**

## **RULE 81      SHIPMENTS SUBJECT TO ADVANCE ARRANGEMENTS**

### **Scheduled & Charter Service**

The following will be acceptable for carriage only upon advance arrangements:

- a. Shipments liable to impregnate or otherwise damage equipment or other shipments.
- b. Shipments requiring special attention, protection, or care en route.
- c. Shipments of gold and other precious articles.
- d. Shipments of live animals – refer to conditions of *Rule 70*.
- e. Shipments of human remains (other than cremated remains) – Rule 69.
- f. Shipments with pieces of unusual weight, shape, size or:
  - In excess of 200 lbs
  - In excess of 20 X 24 X 44 inches
  - With floor bearing weights in excess of 70 lbs per square foot
- g. Shipments with accompanying personnel
- h. Any other unusual shipment

**INTENTIONALLY LEFT BLANK**

## **RULE 82      QUALIFIED ACCEPTANCE OF SHIPMENTS**

### **Scheduled Service**

AIR BOREALIS retains the right to reject a shipment prior to the performance of any transportation by air from the airport or origin when it reasonably appears to the carrier that such shipment is:

- a. Improperly packed or packaged,
- b. Subject to damage if exposed to heat or cold,
- c. Of an inherent nature or defect which indicates to the carrier that such transportation could not be furnished by the carrier without loss or damage to the goods,
- d. Not accompanied by proper documentation and necessary information as required by any convention, statute or tariff applicable to such shipment,
- e. Subject to advance arrangements unless such arrangements have been satisfactorily completed.

**INTENTIONALLY LEFT BLANK**

**RULE 83      INSPECTION OF SHIPMENTS**  
Scheduled & Charter Service

Shipments are subject to inspection by carrier to determine their acceptability and to assess proper charges thereon.

**INTENTIONALLY LEFT BLANK**

## **RULE 84      AIR BILL AND SHIPPING DOCUMENTS**

### **Scheduled Service**

The shipper shall have the duty to prepare and present a non-negotiable air bill with each shipment tendered for transportation subject to this Tariff. If the shipper shall fail to present such air bill to AIR BOREALIS at the time of tendering the shipment, the carrier will NOT accept such shipment. The air waybill or other shipping document or memorandum issued or accepted by a carrier shall be negotiable, irrespective of the working of such document or memorandum. Each such shipment irrespective of the form of shipping document or memorandum accepted by AIR BOREALIS in connection therewith, will be subject to AIR BOREALIS/Air Borealis' tariff in effect on the date of acceptance of such shipment by the carrier.

The air waybill and the tariff applicable to the shipment shall inure to the benefit of and be binding upon the shipper and consignee and the AIR BOREALIS by whom transportation is undertaken between the origin and destination, including destination on reconsignment or return of the shipment and shall inure also to the benefit of any other person, firm, or corporation performing for the carrier pick-up, delivery, or other ground service in connection with the shipment.

The air waybill and the tariff applicable to the shipment will apply at all times when the shipment is being handled by or for Air Borealis, including air transportation by the carrier and pick-up, delivery and other ground services rendered by the carrier or any other person performing for the carrier such pickup, delivery or ground services in connection with the shipment.

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

The contents of shipments must be indicated by accurate and specific descriptions on the air waybill.

The number of pieces included in a shipment must be specified on the air waybill.

Three legible copies of the air waybill (IATA) format or Customs Cargo Control Document (A8A) must be provided for Customs use. One copy is to be presented to Canada Customs, the other two copies must be provided to the importer/broker who will present these to Canada Customs.

**INTENTIONALLY LEFT BLANK**

## **RULE 85      SPECIALTY ANIMALS**

Specialty animals are defined as dogs that are not providing a service to a person with a disability, but are trained to perform professional functions. A registered certificate will be required as proof that the dog is trained. Please note that specialty dogs are subject to all restrictions applicable to service animals in the cabin. All references to “animal” in this Rule will refer to the specialty dog only.

Procedures for Carriage:

- a. AIR BOREALIS assumes no responsibility for the care of the specialty dog while in transit. The care and supervision of the dog is solely the responsibility of the trainer/owner.
- b. Trainer/owner and specialty dog cannot be seated in emergency exit or bulkhead rows.
- c. The trainer/owner should carry a registered certificate stating that they are a certified handler of the animal and that the animal has received appropriate training.
- d. The dog must be at least 4 months of age and the trainer/owner must provide a valid health and vaccination certificate.
- e. The dog must be fed and watered within the four (4) hour period before check in. Only feed your dog a light meal prior to departure and provide a quick drink of water before check in. Trainer/owner(s) must be responsible to ensure the specialty animal will not have to relieve itself of bodily fluids during the flight.
- f. Please notify AIR BOREALIS a minimum of 48 hours prior to your flight's departure to allow adequate time to assign seating on the aircraft.
- g. The dog will remain properly harnessed with the trainer at all times and remain at his/her foot area.
- h. Please ensure you check in a minimum of two (2) hours prior to your flight time. You may be required to accompany your animal through additional security screening prior to proceeding through passenger screening.
- i. The fare for the dog will be the same fare as that of the trainer/owner. If the dog requires additional space other than the area designated for that passenger, an additional adjacent seat must be purchased at the same cost of that of the trainer/owner.

**Note:** *This provision is not applicable for search and rescue dogs. AIR BOREALIS 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.*

The trainer/owner must make all arrangements and assume full responsibility for complying with any laws, customs and/or other governmental regulations, requirements, or restrictions of the country, province, state or territory to which the animal is being transported, including but not limited to furnishing valid health and vaccination certificates, when required. Carrier will not be responsible in the event any such specialty animal is refused entry into or passage through any country, province, state or territory. A person with a dog allergy disability and a person travelling with a specialty dog will not be accepted on the same flight unless it is mutually agreeable between the passengers involved. If such parties agree, AIR BOREALIS will accommodate seating separation to a five row minimum, provided that at least 48 hours' notice is given to the Carrier. If 48 hours is not given to the Carrier, reasonable effort will be made to accommodate seating separation.

If a person with a dog allergy is unable to travel on the same flight as the specialty dog, a doctor's note must be presented to the Carrier stating the severity of his/her allergy at least 48 hours prior to travel.

Priority will then be given to the person with an allergy and the specialty dog will be moved to the next available flight. Please note that if the person with an allergy does not advise the Carrier within at least 48 hours stated above, priority will be given to whoever completed their booking first.

A declaration form will be at each AIR BOREALIS counter and will be required to be signed by the owner/trainer of the specialty dog.

**INTENTIONALLY LEFT BLANK**