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**Title Page**

Airline Tariff Publishing Company, Agent  
International Passenger Rules and Fares

Tariff No. AU1

Containing  
Local Rules, Fares & Charges  
on Behalf of

Canada Jetlinesf Operations LTD.

Applicable to the  
Transportation of Passengers and Baggage  
Between Points in

Canada  
and Points in  
The United States

For list of participating carriers, see IPGT-1, DOT:581, CTA:373

This tariff is governed, except as otherwise provided herein,  
by Maximum Permitted Mileage Tariff No. MPM-1, DOT:424, CTA:239;  
Aircraft Type Seating Configuration Tariff No. TS-2, DOT:220,  
CTA:111; and International Passenger Governing Tariff No. IPGT-1,  
DOT:581, CTA:373 issued by Airline Tariff Publishing Company,  
Agent, supplements thereto and reissues thereof.

Issued by:  
Alex Zoghlin, President  
Airline Tariff Publishing Company, Agent

Tariff: AU1  
Carrier: Canada Jetlines Operations LTD.-AU

CTA No.578 DOT No. 950

**PART 1 – GENERAL TARIFF INFORMATION**

**Explanation of abbreviations, reference marks and symbols**

\$ Dollar(s)

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

(I) Denotes increase

(N) Denotes addition

(R) Denotes reduction

(X) Denotes cancellation

APPR *Air Passenger Protection Regulations*

ATPDR *Accessible Transportation for Persons with Disabilities Regulations*

CAD Canadian dollar(s)

CTA Canadian Transportation Agency also referred to as the "Agency"

EU European Union

IATA International Air Transport Association

ICAO International Civil Aviation Organization

N/A Not applicable

No Number

SDR Special drawing rights

USD United States dollar(s)

U.S. DoT United States Department of Transportation

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Rule 1: Definitions†

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

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

“Air Services” includes both Live and Ferry Flights.

“Air Transportation Regulations (ATR)” mean the Regulations Respecting Air Transportation (SOR 88-58) as amended from time to time, and any substitute regulations prescribed in relation to the subject matter therein.

“Airline Designator Code” Canada Jetlines IATA designator code of AU 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.

“Airline Tariff Publishing Company” or “ATPCO” means an independent airline distribution company based in Dulles Virginia USA who publishes/distributes Canada Jetlines tariff including fares and terms and conditions.

“Agency” means the Canadian Transportation Agency.

“Alternate Transportation” means another flight (or flights) on the services of the same Carrier or a flight (or flights) on the services of another Carrier. In some cases, alternate transportation may include another mode of transportation such as rail or bus.

“APPR” means the Air Passenger Protection Regulations.

“Assistive Device” means any medical device, mobility aid, communication aid or other aid that is specially designed to assist a person with a disability with a need related to their disability.

“ATPDR” means the Accessible Transportation for Persons with Disabilities Regulations.

“AU” means Canada Jetlines' IATA Airline Designator Code.

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

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 1 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

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

“Bank of Seats” means passenger seats that are immediately adjacent to each other and does not include passenger seats that are across the aisle.

“Bankers’ Buying Rate Of Exchange Or Bankers’ Selling Rate Of Exchange” means:

In Canada, the unit rate published in the Toronto Globe and Mail Friday edition each week, as the foreign exchange mid-market rate in Canadian funds. When a national holiday falls on Friday, the rates quoted on the previous business day will be used. These rates will be applicable from Monday of the following week up to and including the following Sunday. In the United States, the rate published each Tuesday in the Wall Street Journal under the heading Foreign Exchange. This rate will be applicable from Wednesday of each week up to and including the Tuesday of the following week. When a national holiday falls on a Monday, foreign exchange rates do not appear in the Tuesday edition of the Wall Street Journal. In such exceptional cases, the previous week’s rates are used through Wednesday instead of Tuesday, and the Wednesday edition of the Wall Street Journal will be used for the period Thursday through Tuesday of the following week.

In other countries, the rate at which a bank will purchase a given amount of foreign currency in exchange for one unit or units of the national currency of the country in which the exchange transaction takes place for the purpose of the transfer of funds through banking channels i.e., other than transactions in bank notes, travellers checks, and similar banking instruments.

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

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

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

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

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

"Carrier" means Canada Jetlines Operations Ltd., having its head office at 6629 Airport Road, Suite 300, Mississauga, Ontario, L4V 1N3, Canada.

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

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

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

"Canada Jetlines" means Canada Jetlines Operations Ltd. operating as Canada Jetlines and Jetlines.

"Code-Share" refers to a marketing agreement in which two or more airlines i.e. marketing carrier(s) sell seats using their own airline code on a flight that one of them operates (i.e. the operating carrier).

"Comparable Air Transportation" is similar transportation provided by the Carrier at no extra cost to the passenger in lieu of the passenger's original flight reservations.

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

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

"Curbside Zone" means an area that is located outside of a terminal where passengers are picked up or dropped off and that is owned, operated, leased or otherwise controlled by the terminal operator.

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

"Destination" is a deliberate break of a journey initiated by the passenger and agreed to in advance by the carrier at a point after the place of departure but before the ultimate destination has been reached. The deliberate break must be for a purpose other than changing aircraft. Transportation to a destination may involve multiple flight segments on a single ticket/itinerary.

"Destination, Ultimate" see ultimate destination.

“Determination of self-reliant” means the Carrier will accept the determination of a person with a disability as to self-reliance

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

“Emotional Support Animal” means an animal that provides emotional support, comfort, or therapeutic benefits to meet the disability-related needs of a person with disability, but has not been individually trained by an organization or person specializing in such training to perform a specific task to assist the person with a disability-related need.

“European Union (EU)” means any one of the sovereign nation states that have acceded to the EU. In accordance with Article 299(2) of the Treaty Establishing the EU, this tariff also applies to overseas departments, namely Guadeloupe, French Guyana, Martinique, Reunion Island, the Azores, Madeira and the Canary Islands.

“Fare” means the rate charged to a passenger in respect of a particular class of service offered by the Carrier.

“Fare Base Code” means the code that identifies the fare charged to a passenger in respect of a particular class of service offered by the Carrier.

“Fare Class” or “Fare Type” means a group of fares.

“Fee” or “Surcharge” means an amount of money collected by the Carrier from the passenger, distinct from the fare, and either in respect of transportation services or services ancillary to transportation services. Fees and surcharges may be collected by the Carrier on its’ own behalf or pursuant to an obligation imposed or authorization by a third party.

“Ferry Flight” means the movement of an aircraft without passengers or goods to position the aircraft to perform a flight or upon completion of a flight to position the aircraft to a point required by the Carrier.

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

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

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



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

“Infant” means children under the age of 2 years regardless of whether they are carried free of charge by an adult sharing the same seat as the infant or a separate seat has been purchased for the infant. Proof of age must be provided and is restricted to one infant per adult passenger.

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

“International Transportation” means air transportation between Canada and a point in the territory of another country.

“In-Transit” means the passenger is at a location which is not the origin or destination on the ticket issued by the Carrier. For a round trip ticket, the origin and destination are the same location.

“Involuntary Refunds” means any refund made in the event the passenger is prevented from using all or a portion of their ticket in situations set out in Rule 91, Delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes, or Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes.

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

“Landing Subject to weather” means a designation placed on a flight that interruptions in flight operations are anticipated due to adverse weather.

“Large Carrier APPR” is a carrier that has transported a worldwide total of two million passengers or more during each of the two preceding calendar years.

“Large Carrier ATPDR” is a carrier that has transported a worldwide total of one million passengers or more during each of the two preceding calendar years.

“Marketing Carrier” means the carrier that sells flights under its code.

“Minor” means a person who has not reached their 12th birthday on the date that travel commences.

“Miscellaneous Charges Order (MCO)” is a document which may be used as a future travel voucher valid for 1 year from the date of issuance. This document may also, for instance, be issued for residual value of a

ticket, collection of miscellaneous charges, refundable balances or compensation provided in the case of a denied boarding situation.

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

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

"No Show" means a passenger who has missed their scheduled flight's departure that presents themselves to an agent of the Carrier after the flight has departed or flight has been closed at the gate

"Online Connection" means a connecting flight operated by the same carrier.

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

"Open-Date Ticket" means a ticket issued to a passenger without the passenger having specified or made a decision concerning the date of travel. Travel is subject to a specific flight being selected to travel on, an actual reservation for space being confirmed in the carrier's reservation system, a boarding pass being issued and the passenger meeting all carrier-imposed restrictions.

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

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

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

"Passenger" means any person, except members of the crew, carried or to be carried in an aircraft with the consent of the carrier pursuant to a valid contract of carriage. All reference to passenger in this tariff only pertains to those who have purchased a fare that is for sale to the general public on the carrier's operated flights. This tariff does not apply to gratuitous carriage or any carriage that is sold under a separate contract, unless otherwise indicated in such a contract.

"Passenger Liability" means the legal liability of the Carrier to any passenger or other person in respect of a passenger, arising from the Carrier's operation, ownership, or possession of an aircraft, for:

injury to or death of persons who are passengers;

losses suffered or sustained by a passenger or other person as a result of the Carrier's inability to perform, in whole or in part, the air service contracted for;

damage to or loss of goods in the Carrier's charge; or

4) losses due to any delay in delivery of any goods in the Carrier's charge.

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

"Priority Baggage" means baggage that will be the last items to be stowed in the aircraft hold and the first items to be removed. Aids required for the mobility or well-being of persons with disabilities shall be treated as priority baggage.

"RBD" means Reservation Booking Designator.

"Refusal To Transport" means, despite a passenger holding a valid ticket/itinerary, the carrier will not carry or, if necessary, remove the passenger at any point for reasons found in Rule 105, Refusal to Transport.

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

"Reservation" is a record, either in paper form or in electronic form, of the accommodation held by a passenger on any 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.

"Round Trip" means any trip, the ultimate destination of which is the origin, and which is made via the same routing in both directions.

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

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

"Service Animal" means an animal that is required by a person with a disability for assistance and is certified, in writing, as having been trained by a professional service animal institution to assist a person with a disability and which is properly harnessed in accordance with standards established by a professional service animal institution.

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

"Single Ticket" means a document that permits travel from origin to destination and may include end-to-end combinations (i.e., standalone fares that can be bought separately but combined to form one price).

"Situations Outside the Carrier's Control" include, but are not limited to the following:

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

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

"Small Carrier Non-ATPDR" means any carrier that is not a Large Carrier ATPDR.

"Special Drawing Rights (SDR)" is a unit of account of the International Monetary Fund.

"Special Fare" means any fare other than a normal fare.

"Stopover" is, for the purposes of fare construction and establishing the applicable fare or fares which apply to a passenger's itinerary, a deliberate break of a journey initiated by the passenger and agreed to in advance by the carrier at a point between the place of departure and the place of ultimate destination. The deliberate break in the journey must be for a purpose other than changing aircraft and might result in a calculation of additional charges as set out in the corresponding fare rules.

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

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

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

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

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

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

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

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

“UMNR” means unaccompanied minor.

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

“United States of America” or the “United States” or the “U.S.A.” means the area comprising the 48 contiguous Federated States, The Federal District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, Midway and Wake Islands.

“Voluntary Refunds” means a refund of an unused or partially used ticket or an unused electronic miscellaneous document (EMD) for reasons other than those mentioned under the definition of an involuntary refund.

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

## Rule 2: Standard Format of Electronic Rules†

### Rule Title/Application (category 50)

This category contains the rule title and defines the application of the rule. It will be used to indicate the geographical application of the rule, type of service (first, coach, etc.), type of transportation (one way or round trip), type of journey (single open jaw, round trip, open jaw, circle trip, etc.), and applicability for use with joint fares, tour fares, and group fares. Provisions for capacity limitation, general rules which are not applicable, and miscellaneous information which is not category specific will also appear with every rule with at least the rule title.

### Eligibility (category 1)

Unless otherwise indicated in this paragraph, fares are applicable to all passengers.

### Day/Time (category 2)

This category reflects times and/or days when travel is permitted. The day/time information applies to origins of trips scheduled to depart during that time. If this category is not present, the assumption is that the fare is available for travel at all times of the day and all days of the week.

### Seasonality (category 3)

- (1) Unless otherwise specified in the governing fare rule, all fares are valid during the entire year.
- (2) When fares apply only during certain periods (e.g. "low" or "high" seasons) referred to in a rule, travel must be commenced during such period(s).

### Flight Application (category 4)

Intentionally left blank

### Advance Reservations/Ticketing (category 5)

- (1) Reservations
  - (a) If no provisions are included in the specific rule, then reservations may be made any time prior to the departure of a desired flight subject to availability of space.
  - (b) Unless otherwise specified in the specific rule, any advance reservation requirement in this paragraph refers to the number of days prior to the date of commencement of travel (from point of origin) that reservations must be confirmed. The actual date of departure may not be included in counting the advance reservation requirement.
  - (c) If the fare has an advance reservation requirement, the waitlist segments may not be retained beyond the reservation deadline.
- (2) Payment and Ticketing
  - (a) Unless otherwise stated in the specific fare rule, the purpose of a prepaid ticket advice (PTA) will constitute the purchase of a ticket; therefore, any provisions outlined in the fare rule for

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 2 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

- tickets shall also apply to PTA's (see also Rule 115 (Tickets)).
- (b) If no specific provisions are included in the fare rule, or the rule states "prior to departure", then payment/ticketing requirements may be completed any time prior to departure from point of origin.
  - (c) Any advance payment/ticketing requirements stated in this paragraph refer to the number of days prior to the date of commencement of travel that payment/ticketing must be completed. The actual date of departure may not be included in counting the advance payment/ticketing requirement.

Minimum Stay (category 6)  
Intentionally left blank

Maximum Stay (category 7)

- (1) Unless otherwise specified in the specific rule, return travel may begin at any time. Passenger will be allowed to travel within the normal validity of the ticket which is one year from the date travel commences from the point of origin.
- (2) Return travel from the last stopover point must commence by midnight of the specified number of days after the date of commencement of travel from the point of fare origin. Days are counted beginning with the day after commencement of travel.

Stopovers (category 8)  
Stopovers are permitted, unless otherwise specified.

Transfers (category 9)  
Intentionally left blank

Permitted Combinations (category 10)  
Unless otherwise specified in the fare rule  
Any fare may be combined with any other fare that permits combination provided all conditions of the fares are met. Travel need not be via fare construction points unless otherwise specified in either fare rule.

Blackout Dates (category 11)  
Intentionally left blank

Surcharges (category 12)  
Intentionally left blank

Accompanied Travel (category 13)  
Intentionally left blank

Travel Restrictions (category 14)  
Intentionally left blank

Sales Restrictions (category 15)  
This category is used to define a fare that is available for sale subject to restrictions based on date, point of sale or similar conditions. The dates are most commonly first and last reservation or ticketing dates.  
If this category is not present, the fare is available for reservations and ticketing at all times, anywhere and by

anyone.

Penalties (category 16)  
Intentionally left blank

Higher Intermediate Point (category 17)  
Intentionally left blank

Ticket Endorsement (category 18)  
If a fare has a ticket endorsement requirement, such endorsement shall appear in the endorsement box of the new ticket and any subsequent reissues.

Discounts (category 19)

Child Discounts

(1) Children older than two (2) years: Pay 75 percent of the applicable adult fare.

(2) Infants under two (2) years: Pay 10 percent of the applicable adult fare.

When this category is absent or not applicable, the fare is not discountable for children or infants.

Tour Conductor Discounts (category 20)  
Intentionally left blank

Agent Discounts (category 21)  
Intentionally left blank

Miscellaneous Provisions (category 23)  
Intentionally left blank

Groups (category 26)  
Intentionally Left Blank

Tours (category 27)  
Intentionally left blank

Visit Another Country (category 28)  
Intentionally left blank

Deposits (category 29)  
Intentionally left blank



Rule 3: Currency†

For travel originating in Canada, all rates and charges published in this tariff are published in the lawful currency of Canada (CAD) or the United States (USD), as indicated. Except where otherwise indicated, fees applicable to bookings will be in the currency (CAD or USD) corresponding to the currency under which the original booking was made—except for fees paid at an airport, which will be charged in the local currency. For travel originating in other countries, the rates and charges may be published in another currency, as specified at the time of payment for those rates and charges.

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 3 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

Rule 4: Mileage†

For the purpose of computing all rates and charges under this tariff, the mileage to be used, including both live flight and ferry flight mileage, will be the shortest mileage covering the actual airport to airport great circle distance of the applicable flight, using the following sources in the order set out below or in combination:

Air Distance Manual published jointly by the International Air Transport Association and International Aeradio Limited;  
IATA Mileage Manual published by the International Air Transport Association;  
a combination of (A) and (B) above; and/or  
Sabre Flight Planning System.

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 4 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

## Rule 5: Application of Tariff<sup>†</sup>

### General

This tariff shall apply to carriage of passengers and their accompanying baggage, and to all services incidental thereto for carriage on flights: operated and marketed (carrying a Canada Jetlines flight number) to a passenger by Canada Jetlines;

scheduled to provide service to destinations in the United States of America and other international destinations; and marketed by Canada Jetlines to a passenger but operated by another carrier.

With the exception of codeshare agreements, when the carrier issues a ticket, baggage check, or makes any other arrangements for transportation over the services of, and in the name of, any other carrier (whether or not such transportation is part of a through service), the carrier acts only as agent for such other carrier and the tariff of that other carrier will apply.

Air transportation will be subject to the rules, rates, fares and charges published or referred to in this tariff, in effect on the date of the ticket issuance.

Unless the fare rule governing a specific fare basis code applicable to the transportation purchased by the passenger states otherwise, the general rules contained in this tariff will apply.

The contents of this tariff constitute the contract between the carrier and the passenger. Should there be a conflict between this tariff and any other document issued or posted by the carrier, this tariff will prevail. The carrier's rules, regulations and conditions of carriage as found in this tariff are subject to change without notice only when required by applicable laws, government regulations, orders and requirements.

### Liability under the Applicable Tariff

For international transportation, in the case of damages due to death or bodily injury, passenger delay and lost, damaged, and delayed baggage, the carrier will be subject to the rules relating to liability established by, and to all other provisions of either the Warsaw or the Montreal Convention. The carrier may stipulate that the limits of liability contained in this tariff are higher than those provided for within the applicable Convention or that there are no limits of liability whatsoever. In all other instances, tariff rules which are inconsistent with any provision of the applicable Convention will, to that extent, be inapplicable to international transportation (see Rule 121, Liability - international transportation).

### Carrier Liability under the APPR:

The carrier operating a flight is liable to passengers with respect to the obligations set out in sections 7 to 22 and 24 of the APPR, or, if they are more favourable to those passengers, the obligations on the same matter that are set out in the applicable tariff.

However, if one carrier carries passengers on behalf of another carrier under a commercial agreement, the carriers are jointly and severally, or solidarily, liable to those passengers with respect to the obligations set out in sections 7, 22 and 24 of the APPR, or, if they are more

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 5 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

favourable to those passengers, the obligations on the same matter that are set out in the applicable tariff.

#### Overriding Law/Severability

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 in full force and effect.

#### Gratuitous Carriage

With respect to gratuitous carriage, the Carrier reserves the right to exclude the application of all or any part of this tariff.

#### Passenger Recourse

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

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

#### Modification and Waiver

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

#### Self-Identification - Large or Small Carrier

##### APPR

For the purposes of establishing obligations toward passengers under the APPR, Canada Jetlines declares that it is a small carrier.

##### Accessibility for Persons with Disabilities

For the purposes of establishing obligations toward passengers with disabilities under the ATPDR, Canada Jetlines declares that it is a Small Carrier Non-ATPDR operating aircraft with 30 or more passenger seats.

PART II – BEFORE DEPARTURE

Rule 10: Application of Fares and Charges†

General

Applicable fares are those published by or on behalf of the carrier or, if not published, constructed in accordance with the carrier's tariff. Where a local or joint fare is published via the desired routing, such fare shall apply unless it is higher than the combination of intermediate fares via such routing, in which case, the applicable combination of local/sector fares may be used.

Unless otherwise provided, flights designated by class of service, type of aircraft and/or flight departure or arrival time, in connection with the application of fares, refer to flights bearing such designations as set forth in the Carrier's official general schedule.

Fares and charges will apply only to air transportation between the points named on the ticket. Ground transfer services, unless otherwise specified in Rule 85, Ground transfer services, will be arranged by the passenger and at their own expense and are not subject to the terms of this tariff.

Fares in Effect

Subject to government requirements and this tariff:

The applicable fare is the fare in effect on the date of the tickets issuance.

Routing

Unless otherwise provided in the carrier's tariff, fares apply only to their associated routing.

If there is more than one routing associated with a fare, the passenger, prior to their ticket being issued, may specify the routing they prefer. If no routing is specified, the carrier may determine the routing. (See Rule 50, Routings)

Taxes and Charges

Any tax or charge imposed by government or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and will be payable by the passenger, except as otherwise provided in the carrier's tariff. (See Rule 15, Taxes)

Currency of Fare

All fares and charges are stated in Canadian dollars for travel commencing in Canada.

All fares and charges are stated in U.S. dollars for travel commencing in the United States.

All fares and charges, for travel commencing outside Canada or the United States, are stated in the local currency of the country where travel

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 10 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

commences, except to the extent that IATA rules provide for the establishment of fares in another currency.

#### Construction of Fares

When a fare is not published via the desired routing, such fare may be constructed by combining those fares applicable via such routing which produce the lowest fare for the booking class used; provided, however, that such fare shall not exceed the lowest fare constructed in accordance with any of the following paragraphs:

##### More Distant Point:

If such constructed fare exceeds the same fare to or from a more distant point via the same routing, the fare applicable to or from such more distant point shall apply.

##### Circle Trip/Round Trip Maximum:

If such constructed fare exceeds the published fare for a circle trip or round trip from the same point of origin, via the same routing, the published circle trip or round-trip fare shall apply.

##### Interrupted Travel:

If a fare constructed for a trip interrupted by travel other than via participating carriers exceeds the applicable through fare for uninterrupted travel via the routing, the applicable through fare shall apply.

##### Maximum Fare: Same/Different Classes of Service

A combination of fares of the same or different classes of service shall not exceed the lowest of the following fares or combinations of fares, between and via the same point(s):

A combination of fares via the class of service used for a portion of the transportation and fares for a higher class of service for the remainder of the transportation, or

A combination of fares via higher classes of service, or

A through published fare via a higher class of service, however, a through published fare via a higher class of service to or from a more distant point may not be used to construct a fare for an intermediate point(s) if there is a published fare for the same higher class of service to or from such intermediate point(s).

A fare constructed in accordance with (5) below.

Fares are published in the following descending order of classes of service:

Economy class service: Booking Codes - Y, M, B, T, S, O, H, G, K, N, V, U, L

**Fare Families Breakdown**

<b>RBD</b>
<b>ORDER OF RBD</b>
Seat Selection Standard Seats
Change Penalty
Cancellation
Refund/Credit
Refund/Credit avail up to 365 days Voucher Validity : 365 Days
Meal & Beverage (72 hours prior)
Priority Boarding

JetLite				JetPlus				Jetflex			JetLines	
L	U	V	N	K	G	H	O	S	T	B	M	Y
1	2	3	4	5	6	7	8	9	10	11	12	13
Subject to fee				Subject to fee				Included			Included	
No				\$50				\$ 50			Included	
No				No				\$ 50			\$ 50	
No Refund				No Refund, Future Credit Value less \$50				Refund less \$50 or Future Travel Credit			Refund less \$50 or Future Travel Credit	
No				1 day				1 day			1 day	
Buy on Board				Buy on Board				Buy On Board			\$20 credit	
4				3				2			1	

**Fare Benefits**

Benefits	Benefits	Benefits	Benefits
Low Fare	Lower Seat Price	Free Seat (except First Row and Emergency Exit)	Free Seat (front Rows + Emergency Exit)
	Change for \$\$	1 CB	2 CB
	Some flex	Change for \$	Change for \$

		Flex	Meal Credit
			Flex

When a ticket is purchased before the transportation commences or is reissued pursuant to RULES 90, 91 or 92, as applicable, the fare applicable to a round trip or a sum of 2 one-way fares between two points over the lines of the carrier shall be:

- a. When specifically published via the desired routing, the applicable round trip or sum of 2 one-way fares published by or on behalf of such carrier.
- b. When not specifically published via the desired routing, the sum of the one-way fares applicable to the respective one-way segments or the sum of the round trip segment fares if these are published.

Circle Trip Fares

Except as provided below, when a ticket is purchased before the transportation commences or is reissued pursuant to RULES 90, 91 or 92, as applicable, the fare applicable to a circle trip via participating carriers or partly via participating carriers and partly via other scheduled air carriers and national air taxi conference members, shall be for the portion of carriage via one or more participating carriers, the sum of fifty percent of the applicable round trip fares for the respective sections, constructed from the point of origin via the route of travel that produces the lowest fare for the circle trip for class of service used.

Stopovers

A stopover, as used herein, will occur when a passenger arrives at an intermediate or junction transfer point and fails to depart from that point on:

The first flight on which space is available, or,  
 The flight that will provide for his earliest arrival at the next intermediate, junction point or destination, as the case may be, in the booking class and/or code shown on his ticket; provided, however, that no stopover will occur when the passenger departs from the intermediate or junction transfer point on a flight shown in the Carrier's general schedule which departs within four (4) hours after arrival at such point. Except as otherwise provided, stopovers will be permitted on transportation solely within Canada only upon payment of the applicable local/sector fares.

Distributing and Publishing of Fares

Airline Tariff Publishing Company is this Carrier's agent for the purpose of distributing/publishing Fares for capture and viewing by the Canadian



Tariff: AU1  
Carrier: Canada Jetlines Operations LTD.-AU

CTA No.578 DOT No. 950

Transportation Agency (CTA), Computer Reservations Systems (CRS) and Global Distribution Systems (GDS). Therefore, fares, and associated fare rules and other items (name of fare, definition, etc.) for Fares can be viewed/accessed in ATPCO. As such, this tariff will not contain such information.

## Rule 15: Taxes<sup>†</sup>

### General

Taxes imposed by governments are payable by the passenger and are in addition to the published or constructed fare.

At the time of the ticket purchase, the passenger will be advised by the carrier of all the taxes appearing on the ticket.

Taxes will be shown separately on the ticket.

The conditions under which taxes are imposed, collected or refunded are established by the taxing authority (domestic or foreign) and in all cases will be respected. As a result, the carrier will either collect new or higher amounts or refund all or a portion of the tax paid based on the conditions imposed by the taxing authority.

When a ticket is purchased but not used, not used in sequence of the purchased itinerary, is forfeited or otherwise made void through missed check-in, missed boarding, denied boarding as per Rule 105(B) for prohibited conduct, the taxes will no longer be refundable and are entirely forfeit.

All prices listed in this tariff are not including taxes. Taxes will be charged in addition to all fees in this tariff.

### UNITED STATES TAXES

As a general matter, US aviation taxes and user fees collected in connection with an unused ticket will be refunded to the passenger if the fare is refunded.

Any taxes and fees not refunded will be remitted to the applicable US Government agency.

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<sup>†</sup> Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 15 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

## Rule 20: Method of Payment†

### General

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

Cash in currencies acceptable to the carrier, where facilities permit

Credit cards: American Express, Mastercard, Visa, Visa Debit or Virtual Cards

Bank debit card, where facilities permit

MCOS (miscellaneous charges order) or EMD's

Jetlines Vouchers or Jetlines Flight Credits

### Suspected Fraud

To avoid fraudulent purchases, Canada Jetlines reserves the right to request additional information from the passenger/s and/or the cardholder at any time after a purchase has been made, including at check-in, so that it may verify the information provided at time of purchase. Canada Jetlines also reserves the right to require another form of payment should the customer not be able to provide such additional information. Furthermore, Canada Jetlines reserves the right to cancel the booking in any case of suspected fraud, theft or dishonesty on the part of the customer.

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 20 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

Rule 25: Currency of Payment†

General

Currency provisions are subject to government regulations and applicable foreign exchange regulations.

When travel commences in Canada, payment for tickets will be in Canadian dollars at the Canadian dollar fare, or its equivalent in other currencies converted to Canadian dollars at the bankers' buying rate of exchange.

When travel commences in the United States, payment for tickets will be in U.S. dollars at the U.S. dollar fare, or its equivalent in other currencies converted to U.S. dollars at the bankers' buying rate of exchange.

When travel originates outside Canada/United States but payment is made in Canada, the published fare in anything other than Canadian dollars will be converted to Canadian currency at the bankers' buying rate of exchange.

When travel originates outside Canada/United States but payment is made in the United States, the published fare in anything other than U.S. dollars will be converted to U.S. currency at the bankers' buying rate of exchange.

When travel originates outside Canada/United States and payment is not made in Canada or the United States, the published fare will be converted to local currency at the bankers' buying rate of exchange.

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 25 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

Rule 30: Classes of Service†

First Class or Class "Y"

The "economy class" section is in the aircraft designated by the carrier as economy class.

Passengers seated in the economy class section will be provided economy class service.

Economy class services will consist of:

Buy on Board Program.

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 30 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

## Rule 40: Reservations†

### General

A reservation for space on a specific flight is valid when the availability and allocation of the space is entered into the carrier's reservation system, a confirmation number/code is obtained from the carrier which authenticates the reservation, the passenger has paid the appropriate fare, and a ticket has been issued for that space. The carrier will only issue a ticket against a valid reservation. Subject to payment or other satisfactory arrangements and passenger compliance with the check-in time limits set out in paragraph (E) below, a ticket will be issued to the passenger by the carrier or agent of the carrier indicating that the passenger is holding confirmed space for the flight(s) shown on the ticket. The ticket will only apply between the points named on the ticket and the flight coupons that are presented. On any specific flight, the carrier may limit the number of passengers carried at any specific fare. All fares will not necessarily be available on all flights. The number of seats which the carrier shall make available on a specific flight will be determined by the carrier's best judgment as to the anticipated total number of passengers on each flight. A passenger who is holding an unused open-date ticket or a portion of that ticket or is in possession of another electronic document issued to the passenger by the carrier which entitles the passenger to onward travel, or who wishes to change their reservation for another date, will not be entitled to any preferential right to secure a new reservation. For provisions related to the assignment of seats on-board an aircraft for all passengers including children, see Rule 41, Seat assignment for passengers including the seating of children under the age of 14 years. For more specific provision related to the assignment of seats on-board an aircraft for persons with disabilities, see:

Rule 70(C)(1)(b)-(d), Reservations - information about services and seating assignments

For more specific provisions related to making reservations in an accessible manner for persons with disabilities, see:

Rule 70(C),

Reservations - information about services and seating assignment

The carrier will not accept a reservation for a child under 12 years of age who will be travelling alone.

### Cancellation of Reservations

The carrier may cancel reservations of any passenger:

If circumstances require due to situations within a carrier's control as defined in Rule 1, Definitions and applied in Rule 91, Delays or cancellation - within the carrier's control and within the carrier's control but required for safety purposes or Rule 96, Denial of boarding - within the carrier's control and within the carrier's control but required for safety purposes;

If circumstances require due to situations outside a carrier's control as defined in Rule 1, Definitions and applied in Rule 90, Delays or cancellation- outside the carrier's control or Rule 95, Denial of boarding - outside the carrier's control;

If circumstances require due to any situation identified in and applied in Rule 105, Refusal to transport; or,

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 40 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

When the passenger has failed to meet check-in or boarding gate requirements set out in paragraph (E) below.

If the carrier cancels a passenger's reservation due to (B)(1)(a) (above), the passenger may be eligible to take advantage of the provisions found in Rule 91, Delays or cancellation - within the carrier's control and within the carrier's control but required for safety purposes or Rule 96, Denial of boarding - within the carrier's control and within the carrier's control but required for safety purposes.

If the carrier cancels a passenger's reservation due to (B)(1)(b) (above), the passenger may be eligible to take advantage of the provisions found in Rule 90, delays or cancellation - outside the carrier's control or Rule 95 Denial of boarding - outside the carrier's control.

If the carrier cancels a passenger's reservation due to (B)(1)(c) (above), the passengers will be treated in accordance with the provisions of Rule 105, Refusal to transport.

#### Passenger's Responsibility

The passenger must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance and the departure process while meeting the time limits detailed in (E) below. Flights will not be delayed for passengers who have not completed any of these pre-boarding requirements.

The passenger should provide the carrier with their preferred means of communication from among means offered by the carrier (for example, email address and/or telephone numbers) when the carrier solicits point of contact information from the passenger in case the carrier must communicate with the passenger prior to their departure or at any point during the passenger's itinerary. The carrier has an obligation to communicate information to its passengers as per Rule 97, Communication of information - cancellation, delay, tarmac delay, or denial of boarding.

#### D. Failure to Occupy Seat

If the passenger does not occupy space which has been reserved by/for them and the carrier is not notified of the cancellation of such reservation up to and until the scheduled departure of that particular flight, the carrier will cancel the passenger's itinerary, and unused coupons subject to forfeiture in accordance with Rule 125.

#### Check-in Time Limits

The passenger is responsible to ensure that they have allowed ample time to arrive at airport, present themselves at the Carrier's check-in counter and complete any government mandated check-in formalities. The Carrier requires all passengers with proper identification to present themselves for check-in and be available to receive a boarding pass and drop their bags no later than 60 minutes for domestic flights and 90 minutes for USA or International flights prior to the scheduled departure for flights departing from any airport that it operates. If the passenger(s) fail to meet any of the above requirements the Carrier will cancel their reservation along with all services booked. Departure of scheduled aircraft will not be delayed to accommodate those passengers who arrive too late for such formalities to be completed before scheduled departure time.

The passenger is responsible to ensure that they have allowed ample time to clear security where applicable, clear government mandated formalities, and present themselves at the Carrier's boarding gate at the applicable time. The Carrier requires all passengers with proper identification to present themselves at the boarding gate at least 20 minutes prior to scheduled departure time. If the passenger(s) fail to meet any of the above requirements the Carrier will cancel their reservation along with all services booked. Departure of schedule aircraft will not be delayed to accommodate those passengers who arrive too late for such formalities to be completed before scheduled departure time.

If the passenger has additional requirements, such as Elderly passenger or a wheelchair passenger check-in should be at least 120 minutes prior to the flight's Boarding Time Deadline.

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 carrier recommends that the passenger check in 120 to 180 minutes before flights departing from all stations.

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 60 minutes for domestic flights and 90 minutes for USA or International flights. before their flight departs from all stations.

Boarding gate deadline: The passenger must be available for boarding at the boarding gate by the boarding gate deadline 20 minutes before their flight with a valid boarding pass.

If the passenger fails to meet either the check-in/baggage drop off deadline or the boarding gate deadline , 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. In the case of missing the boarding gate deadline, the passenger's ticket shall be forfeit.



Rule 41: Seat Assignment For Passengers Including The Seating Of Children Under The Age Of 14 Years†

Applicability

This Rule applies to all passengers irrespective of the type of fare on which they are travelling or have purchased.

The carrier will not accept a reservation for a child under 12 years of age who will be travelling alone, unless accompanied by a parent or guardian above the age of 16.

Seat Assignment

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

Advance Seat Selection

The passenger may pre-select a seat once they have purchased their ticket when booking a fare. Depending on the class of service, passengers may be charged a fee for advance seat selection ranging between \$25 and \$45 plus applicable taxes., but no person with a disability who requires a specific seat to meet a disability-related need will be charged a seat selection fee.

For additional obligations regarding seat assignment for persons with disabilities, including persons who need additional adjacent seating, see Rule 70€(1)(b)-(d), Reservations – information about services and seating assignments.

Assignment Of Seats to Accompanied Children Under The Age Of 14 Years

In order to facilitate the assignment of a seat to a child who is under the age of 14 years that is in close proximity to an accompanying person (parent, guardian or tutor) in accordance with part (D) (below), the carrier will, at no additional charge:

assign a seat before check-in to the child that is in close proximity to the accompanying person, or

if the carrier does not assign seats prior to check-in, in accordance with paragraph (a), the carrier will:

advise passengers before check-in that the carrier will facilitate seat assignment of children in close proximity to an accompanying person at no additional charge at the time of check-in or at the boarding gate, assign seats at the time of check-in, if possible,

if it is not possible to assign seats at the time of check-in, the carrier will, via an announcement at the gate, ask for volunteers to change seats at the time of boarding, and

if it is not possible to assign seats at the time of check-in and no passenger has volunteered to change seats at the time of boarding, the carrier will ask again for volunteers on-board the aircraft to change seats before take-off.

Proximity to Accompanying Person's Seat

The carrier will facilitate, pursuant to the steps outlined in (C) (above), the assignment of a seat to a child who is under the age of 14 years by offering, at no additional charge:

in the case of a child who is 4 years of age or younger, a seat that is adjacent to their accompanying person's seat;

in the case of a child who is 5 to 11 years of age, a seat that is in the same row as their accompanying person's seat, and that is separated from that accompanying person's seat by no more than one seat; and

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 41 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

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

Difference in Price

Does not apply.

F. Infant restraint devices

a) An adult travelling with an infant may, at his/her discretion, reserve a seat for the purpose of installation of an approved infant restraint device as described below. However, only one infant may travel with each adult whether or not a seat has been purchased for the infant. The fare for infants occupying a seat using an approved infant restraint device will be 100% of the applicable adult fare.

b) Terms and Conditions

1. The infant must be properly secured in an infant restraint device which was manufactured on/after January 1, 1991 and which meets:

a) MVSS 213 - Canada Motor Vehicle Safety Standard / If Made In Canada

b) CMVSS 213/1 - Canada Motor Vehicle Safety Standard/ If Made In Canada

c) FMVSS 213 - Federal Motor Vehicle Safety Standard / If Made In USA

NOTE: Must contain the following information: This restraint is certified for use in motor vehicles and aircraft. If made in another country must display an inspection sticker, which states that the device is certified for use onboard an aircraft.

2. Instructions for the proper use of the device and its weight 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, the infant exceeds the prescribed capacity limits.

3. 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:

a) In an emergency exit row;

b) In a seat which would prevent access to emergency or safety equipment; or

c) In a seat where it will block access by a person to the aisle, so it may only be placed in a window seat.

The adult travelling with the infant must provide the device. The Carrier assumes no responsibility for the provisions of approved restraint devices described above.

Infant Seating

1. There must not be more persons seated in a row than there are oxygen masks.

2. Confirmed revenue passengers are not permitted to use Infant Restraint Devices unless they possess a valid infant ticket for the child. Baby-booster or cuddle seats are not acceptable as Infant Restraint Devices.

Rule 45: Stopovers†

General

Stopovers will be permitted under the following conditions:  
Stopovers must be arranged with the carrier in advance and specified on the ticket.

Specific fare rules may not permit stopovers or limit the number of stopovers allowed or there may be an additional charge for stopovers based on the fare purchased by the passenger. Refer to the rule applicable to the fare in question for further information

If a portion of a journey is travelled by surface transportation, a stopover will be deemed to have taken place for such transportation. A stopover, as used herein, will occur when a passenger arrives at an intermediate or junction transfer point and fails to depart from that point on:

The first flight on which space is available; or

The flight that will provide for the his earliest arrival at the next intermediate, junction point or destination, as the case may be, in the booking class and/or code shown on his ticket, provided, however, that no stopover will occur when the passenger departs from the intermediate or junction transfer point on a flight shown in the Carrier's general schedule which departs within four (4) hours after arrival at such point. Except as otherwise provided, stopovers will be permitted on transportation solely within Canada only upon payment of the applicable local/sector fares.

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 45 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

Rule 50: Routings†

Application

A routing is applicable only to the fares which are specifically associated with it.

A routing may be travelled via any or all of the cities named in the carrier's routing diagram, unless otherwise restricted.

All or part of the applicable routing may result in non-stop travel.

An intermediate point(s) specified along the routing may be omitted.

All routings are applicable in either direction, unless otherwise restricted.

For those routings permitting choice of carrier for carriage between the same points, only one of those carriers may be used.

Where no carrier is indicated between two points, travel is limited to Canada Jetlines.

If more than one routing is applicable via the same fare, the passenger, and prior to the issuance of the ticket, may specify the routing. If no routing is specified by the passenger, the carrier will determine the routing.

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 50 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

Tariff: AU1  
Carrier: Canada Jetlines Operations LTD.-AU

CTA No. 578 DOT No.950

Rule 54: Interline Baggage Acceptance†

Not Applicable

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 54 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

## Rule 55: Baggage Acceptance†

### Applicability

This Rule only applies to flights operated by Canada Jetlines ("the carrier") for single carrier (i.e. online) transportation of baggage

### General Conditions of Acceptance of Checked and Unchecked Baggage

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

#### Checked baggage

Once the carrier takes possession of the passenger's checked baggage, the carrier will issue a baggage identification tag for each piece of checked baggage. A portion of this tag will be provided to the passenger and each bag will be affixed with the corresponding remaining portion of the tag. Subject to the provisions of this tariff related to mobility aids and musical instruments, checked baggage will be carried on the same aircraft as the passenger unless the baggage is delayed or the carrier decides that it is impractical to carry the baggage on the same aircraft.

NOTE: For additional provisions related to the transportation of assistive devices for persons with disabilities, refer to: Rule 70(G), Acceptance of mobility aids and other assistive devices

NOTE: For additional provisions related to the transportation of musical instruments, refer to Rule 56(E)(2), Acceptance of Musical Instruments as Baggage.

#### Unchecked baggage (carry-on baggage)

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

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

NOTE: This provision does not apply to assistive devices for persons with disabilities. For provisions related to the transportation of assistive devices for persons with disabilities, refer to: Rule 70(G), Acceptance of mobility aids and other assistive devices

#### Electronic Devices.

The following articles may be carried on board provided they meet carry-on baggage rules with respect to the number of pieces, dimensions, weight and storage and provided they are not operated on board during flight: portable/cellular/satellite telephones, portable televisions, transmitters, portable radios or any other device as mentioned by the flight crew. Should any of these devices be operated or should any other device in the possession of the passenger(s) cause interference to aircraft navigation system, a member of the crew may require the device to be turned off or removed from the possession of the passenger(s) for the duration of the flight.

#### Baggage Allowance

##### Standard Checked Baggage Allowance

All passengers with confirmed reservations are allowed to check baggage within the criteria and at the applicable fees in the table below.

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 55 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

Baggage that is oversize, overweight, and/or in excess of this standard allowance is subject to RULE 55 (E)(1).

1st Bag	Maximum Size/Weight: 157 cm (62") total combined dimensions and maximum weight of 23 kg	\$50.00 CAD/\$50.00 USD
2nd Bag	Maximum Size/Weight: 157 cm (62") total combined dimensions and maximum weight of 23 kg	\$75.00 CAD/\$75.00 USD

NOTE: All charges are subject to applicable taxes.

**Exceptions:**

Articles carried in addition to stated maximum in addition to the maximum allowances provided in paragraphs (1) and (2) above, each fare-paying passenger may carry, without additional charge, the following articles of baggage only when retained in the passenger's custody (except items viii., ix, x., xi):

- A handbag or pocketbook
  - An overcoat or wrap
  - A foot rug
  - An umbrella or walking stick
  - Camera and/or a pair of binoculars
  - Reasonable amount of reading matter for the flight
  - An approved infant's carrying seat
  - An infant's food for consumption during flight
  - Crutches, canes, braces, etc
  - Food items for onboard consumption
  - Portable electronic devices and accessories
  - Cremated remains
  - Medication in its original and labelled container
  - Syringe/needles for personal medical use (e.g., diabetes, severe allergies)
  - A fully collapsible stroller (umbrella style) or playpen
- Exception: The collapsible stroller or playpen will be accepted as checked baggage only.
- Collapsible wheelchair, crutches or braces on the same flight with an incapacitated passenger dependent on the device
- Allowances which are dependent on the class of fare or brand purchased on the reservation and subject to the terms and conditions of such fare.

**Pooled Baggage**

When two or more passengers traveling to the same destination on the same flight present themselves and their baggage at the same time and place, their maximum allowance will be the sum of their individual maximum allowances. Baggage in excess of the combined maximum allowance will be subject to the excess baggage charge.

NOTE: Baggage allowance and acceptance are restricted to travel on the Carrier's operated flights only..

Unchecked Baggage (carry-on baggage)

Passenger will be allowed one (1) piece of cabin baggage which combined must fit within the maximum dimensions outlined below.  
No single piece or combination of pieces should exceed 22LBS/10KGS  
The maximum dimensions cannot exceed those shown below. If the cabin baggage will not fit into the sizing device or if the item will not fit into the template mounted in front of the x-ray machines it is considered too big and must be checked as checked baggage, as such, the conditions in this tariff for checked baggage shall be applied.

Size/weight Limits

52 cm x 23 cm x 38 cm

21" x 9" x 15" (INCHES)

22 lbs / 10 kgs

One of the following small personal items will be accepted in addition to the above cabin baggage allowance:

One briefcase

One laptop type computer

One purse

One garment bag:

Maximum Dimensions as follows:

43 cm x 16 cm x 33 cm

17" x 6" x 13" (INCHES)

22 lbs / 10 kgs

Special or discounted fares seated in economy class section of the aircraft.

The carrier will accept for transportation assistive devices for persons with disabilities in addition to the baggage allowances set out in the charts above at no additional charge to the person. For provisions related to the transportation of assistive devices for persons with disabilities, refer to:

Rule 70(G), Acceptance of mobility aids and other assistive devices.

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 carry-on bag in the chart in (1) above, the passenger will be subject to the excess baggage charges set out in the chart in (E) below.

NOTE: Musical instruments will be considered as part of the passenger's baggage allowance and there may be associated fees dependent on the fare purchased. The carrier may also charge additional fees specific to the carriage of musical instruments. (See Rule 56(F), Acceptance of musical instruments as baggage)

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

Collection and Delivery of Baggage

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

Delivery will be made at the destination shown on the baggage tag.

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

If the passenger claiming the checked baggage is unable to produce their portion of the baggage identification tag and identify the baggage by



means of its baggage identification tag, the carrier must receive satisfactory proof that the baggage belongs to the passenger in question before delivering the baggage to the passenger.

Acceptance of the baggage without complaint, within the time limits stipulated in Rule 121(C), Liability - international transportation, 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.

Excess Baggage

NOTE: This provision does not apply to assistive devices for persons with disabilities. For provisions related to the transportation of assistive devices for persons with disabilities, refer to:

Rule 70(G), Acceptance of mobility aids and other assistive devices.

where the provisions RULE 55(C) indicate the standard number of pieces of baggage that will be carried, the piece(s) in excess of that maximum will be subject to the charges prescribed below and oversize pieces will be subject to the charges prescribed below. Where the provisions of RULE 55(C) indicate a maximum weight and/or size of baggage that will be carried, any pieces of weight and/or size in excess of that maximum will be subject to the charges prescribed in the below table.

For the purposes of this rule, 'travels standby' means that baggage is given lower priority for inclusion in the flight's cargo hold pending ground loading of all higher priority baggage, and baggage that is not included in the flight's cargo hold will receive priority for inclusion in the next available flight to the same destination's cargo hold.

NOTE: Rates and Charges apply on a one-way basis and assessed to passenger's final destination (if no voluntary stopover enroute) or to first point of voluntary stopover.

3rd Bag	Travels standby with priority to first and second bags, unless it is an exception to the standard allowance as per RULE 55(C) (1) (b)	\$100.00 CAD/\$100.00 USD
4th Bag	Travels standby in priority to first, second, and third bags.	\$150.00 CAD/\$150.00 USD
5th Bag	Travels standby in priority to first, second, third, and fourth bags.  Maximum of five (5) bags per Passenger. Additional pieces must be shipped by alternate means.	\$200.00 CAD/\$200.00 USD
Oversize	Length x width x Height is greater than 62 in (158 cm).  Anything over 115 in (292 cm) must be shipped by alternate means	\$100.00 CAD/\$100.00 USD

Overweight (51 lbs to 70 lbs)	Weight is 51 lbs up to 70 lbs	\$25.00 CAD/\$25.00 USD
Overweight (71 lbs to 100 lbs)	Up to a maximum of 100 lbs. Anything over 100 lbs. (45 kg) must be shipped by alternate means	\$100.00 CAD/\$100.00 USD
Oversize and overweight	Maximum weight is 100 lbs. and maximum size is 115 in (292 cm). over 100 lbs. (45 kg) or 115 in (292 cm) must be shipped by alternate means	\$100.00 CAD/\$100.00 USD

NOTE: All charges are subject to applicable taxes.  
 NOTE: In addition to the baggage allowances established based on the type of fare purchased by the passenger and any applicable excess baggage charges, the carrier, may also charge additional fees for the transportation of musical instruments. See Rule 56(F), Acceptance of musical instruments as baggage.

**Excess Value Declaration Charge**

Pursuant to clause 2 of article 22 of the Montreal Convention, the carrier does not accept for carriage baggage for which a passenger makes a special declaration of interest, and the carrier's liability for destruction, loss, damage, or delay in the carriage of baggage will not under any circumstance exceed the sum prescribed by the said clause of the Convention.

**Items Unacceptable as Baggage**

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

- Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over.
- 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.
- Items, which in the carrier's opinion, are unsuitable for carriage because of their weight, size or character, for example, fragile or perishable items.

NOTE: Not applicable to assistive devices for persons with disabilities.

For limitations on the carriage of mobility aids, refer to:

Rule 70(G), Acceptance of mobility aids and other assistive devices

NOTE: Not applicable to musical instruments. For limitations on the carriage of musical instruments, refer to Rule 56(B), (C) and (E), Acceptance of musical instruments as baggage.

Live animals except as provided in Rule 75, Acceptance of animals (pets and search and rescue dogs).

NOTE: Not applicable to service dogs and other service animals for persons with disabilities. For limitations on the carriage of service dogs, other service animals refer to:

Rule 70(H), Acceptance of service animals and (I), .

Complete ban—weapons, firearms, and ammunition.

The Carrier does not accept any weapons, firearms, or ammunition for any purpose as checked or carry-on baggage on any of its flights. Weapons such as antique firearms, swords, knives and other similar items will not be accepted as checked luggage.

Fragile or perishable items, money, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, business documents, samples, passports and other identification documents are unacceptable for transportation as checked baggage and will only be transported as carry-on baggage if retained in the passenger's possession.

Right to Refuse Carriage of Baggage

Note: This provision does not apply to assistive devices for persons with disabilities. For limitations on the carriage of mobility aids, refer to:

Rule 70(G), Acceptance of mobility aids and other assistive devices.

Note: This provision does not apply to musical instruments. For limitations on the carriage of musical instruments, refer to Rule 56(B), (C) and (E), Acceptance of musical instruments as baggage.

The carrier will refuse to carry as checked baggage any bag that the carrier has discovered to contain any unacceptable item mentioned in (G) above and when the passenger fails to provide the carrier with prior notice that they wish to carry such an item in their baggage.

The carrier will refuse to carry as checked baggage any bag for which the passenger makes an excess value declaration under to the Montreal Convention.

Unless advance arrangements have been made with the carrier, the carrier may carry on later flights baggage which is in excess of the free baggage allowance.

The carrier will refuse to carry checked baggage if it determines that the baggage has not been properly and securely packed in suitable suitcases or containers.

Right of Search

The carrier may request the passenger to permit a search to be conducted of their person and baggage. The carrier 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 the carrier. If the passenger refuses to comply with the request for search, the carrier may refuse to carry the passenger and/or their baggage.

## Rule 56: Acceptance Of Musical Instruments As Baggage†

### Applicability

This Rule applies to all passengers travelling with musical instruments irrespective of the type of fare on which they are travelling or have purchased.

In case of damage, loss or delay of musical instruments, the limits of liability for baggage as found in Rule 121, Liability – international transportation in keeping with the applicable Convention will apply.

### Small Musical Instruments as Carry-On Baggage

The carrier will permit a passenger to bring on-board the aircraft cabin a small musical instrument, such as a violin or flute, as part of passenger's carry-on baggage allowance according to the number and size dimensions set out in Rule 55, Baggage acceptance, if: the instrument can be stowed safely in a suitable baggage compartment in the aircraft cabin or under the passenger seat, in accordance with the carrier's requirements for carriage of carry-on baggage; and, there is space for such stowage at the time the passenger boards the aircraft.

### Musical Instruments as Carry-On Baggage

The carrier will permit a passenger to bring on-board the aircraft cabin, and be transported as cabin seat baggage, a musical instrument if: the instrument is contained in a case or covered so as to avoid injury to other passengers;

The sum of the length, width, and height measured in centimetres of the outside linear dimensions of the instrument (including the case) does not exceed 292 centimetres (115 inches) or the applicable size restrictions established for the aircraft;

the weight of the instrument (including the case) be less than 45 kilograms (100 pounds) or the applicable weight restrictions established for the aircraft;

The instrument can be stowed safely and securely in accordance with the carrier's requirements; and neither the instrument nor the case contains any object not otherwise permitted to be carried in an aircraft cabin; and,

the passenger wishing to carry the instrument in the aircraft cabin has purchased an additional seat to accommodate the instrument.

A passenger has the option of checking suitable musical instruments if all applicable fees are paid. The instrument will be considered as an additional checked bag.

Musical instruments carried as checked baggage will be carried on the same aircraft as the passenger unless the baggage is delayed or the carrier decides that it is impractical to carry the baggage on the same aircraft. This will also apply in the event of a change or substitution of aircraft. In case of baggage delay, the carrier will take necessary steps to inform the passenger of the status of the baggage and arrange to deliver the musical instrument to the passenger as soon as possible, having regard for the circumstances in which the passenger finds themselves.

Delicate musical instruments are not suitable for carriage as checked baggage. Passengers should contact the carrier or review its web site for

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 56 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

more information about which musical instruments are not suitable for carriage.

The carrier may require proof of insurance for any delicate musical instrument, and the carrier, in its sole discretion, determines whether the insurance adequately covers the instrument's value.

Fees

Musical instruments are subject to the fees outlined in Rule 55 (C) 1.

PART III - AT THE AIRPORT/DURING TRAVEL

Rule 60: Acceptance Of Children For Travel†

General

Infants and children under 12 years of age, accompanied in the same cabin by a passenger 16 years of age or older, will be accepted for transportation.

Persons entrusted with the care of infants and children must be capable of discharging this duty.

Infants

Infants under two years of age on the date of travel do not require a seat.

For travel within Canada or between Canada and the U.S.A., infants under two

years of age do not require a ticket.

For travel other than within Canada or between Canada and the United States infants under two years of age require a ticket.

Only one infant under the age of two years may be held in the lap of an accompanying passenger 16 years of age or older.

No single passenger shall be responsible for more than one infant whether the infant is held on the lap of an accompanying passenger or a seat has been purchased for the infant and the infant is secured in an approved child restraint system (car seat).

An infant under two years of age at the time of departure but reaching their second birthday during the continuing/return flight(s) will require a seat and must pay the applicable fare for the continuing/return flight(s).

Infants under two years of age occupying a seat must be properly secured in a Transport Canada or United States Federal Aviation Administration (FAA) approved child restraint device.

Children

All children, two years of age or older, must be ticketed and assigned a seat.

All children, 12 years of age or older, will be able to travel unaccompanied without supervision and will be considered to be an adult for fare purposes.

All children, 16 years of age or older, may accompany other infants and children under 12 years old and will be considered as adults for the purposes of travel and will be charged the applicable adult fare.

Acceptance of infants and children

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 60 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

For travel within Canada or between Canada and the United States

Age	Accepted	Conditions
Newborn to 23 months (infant) NOTE: Newborn to 7 days require their physician to attest to the infant's fitness to travel.	Yes	Only one infant is permitted per adult passenger. The infant may travel free of charge when the infant is held on an accompanying adult's lap. An infant for whom a seat is purchased must be properly secured in an approved child restraint device and will be assessed the applicable fare.
2 to 12 years old (child)	Yes	These passengers are considered to be a child for the purpose of air travel and will pay the applicable child's fare if available, when accompanied by a ticketed passenger 12 years of age or older for the entire trip. These passengers must be supervised by a passenger of 16 years or older. The use of an approved child restraint device is optional for children age two and up.
13 to 17 years old (youth)	Yes	These passengers are considered to be adults for the purpose of air travel and will pay the applicable adult fare. These passengers are eligible to travel unaccompanied and unsupervised. Furthermore, they may accompany infants/children 7 days to 11 years old if they are 16 years and older.
18 years and older	Yes	These passengers are adults for the purpose of air travel and will pay the applicable adult fare. These passengers are eligible to travel unaccompanied and unsupervised. Furthermore, they may accompany infants/children 7 days to 11 years old.

For international transportation to and from Canada shall follow the above table.

Documentation

All children who are passengers, whether traveling accompanied by a parent, guardian, or tutor or unaccompanied, must be in possession of the required documentation which is applicable to the points which they will be flying to, from and between.

For travel between Canada and the United States, passengers under 18 years of age require a valid passport or a Nexus card. For all international transportation, in addition to the above, the carrier may require presentation of the following documents when children are travelling by air:

Passport;

Documents establishing legal custody;

Consent letter authorizing travel (e.g. when child is taking a trip alone or with only one parent);

Supporting identification, such as a birth certificate or citizenship card;

Other legal documents, such as divorce papers, custody court orders or a death certificate (if one parent is deceased);

Any other documentation required for entry into or travel via the countries on their itinerary. Passengers should verify with the nearest embassy or consulate of each country to be visited about additional entry requirements and check for other laws and regulations affecting children.



Tariff: AU1  
Carrier: Canada Jetlines Operations LTD.-AU

CTA No. 578 DOT No.950

Rule 65: Unaccompanied Minors†

Canada Jetlines does not accept Unaccompanied Minor (UMNR) Travel.

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 65 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

Rule 70: Carriage Of Persons With Disabilities – Small Carrier Non-Atpdr Operating Aircraft With 30 Or More Passenger Seats†

Application

This rule applies to the transportation of persons with disabilities by Canada Jetlines, which is a Small Carrier Non-ATPDR, that operates aircraft with 30 or more seats on its international transportation services.

Pursuant to Rule 5(A)(1), Application of tariff, this rule applies to the transportation of all persons with disabilities on all flights marketed and operated by Canada Jetlines, and in respect to all flights marketed by Canada Jetlines.

Acceptance for carriage

The carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance, unless doing so would impose undue hardship on the carrier, for example if it would jeopardize security, public health or public safety.

The carrier will not refuse to transport a person with a disability solely based on their disability unless the transportation of the person would impose an undue hardship on the carrier, for example, if it would jeopardize security, public health or public safety.

If the carrier refuses to transport a person with a disability for reasons related to their disability, it will, at the time of the refusal, inform the person of the reasons for the refusal. In addition, within 10 days of the refusal, the carrier will provide the person with a written notice setting out the reasons for the refusal including:

the evidence of undue hardship, such as a medical report, an expert opinion, or an engineering report that demonstrates that the risk is significant enough that it would be unreasonable to waive or modify a requirement;

any relevant rule, policy, procedure or regulation; and,

the duration of the refusal and the conditions, if any, under which the carrier would accept the person for transport.

See also: Rule 105(B), Refusal to transport, removal of passenger and Rule 105(B)(1)(f)(iv), Refusal to transport, passenger's condition, medical clearance.

Reservations – information about services and seating assignments

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 70 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

If a person with a disability identifies the nature of their disability when making a reservation with a carrier, the carrier will:

discuss with the person their needs in relation to their disability and the services offered by the carrier in relation to those needs;

before assigning a passenger seat to a person with a disability, inform the person of the passenger seats that are available in the class of service that the person has requested and that have equipment and facilities that best meet the accessibility needs of that person, such as a wheelchair-accessible washroom or a passenger seat that has additional leg room, a larger seat pitch or movable arm rests;

in assigning a passenger seat to a person with a disability, take into account the person's opinion with respect to which seats would best meet the accessibility needs of that person; and

where a person is travelling with a support person, ensure that the person and the support person are seated together.

The carrier will advise the person if information and/or documents are required to permit the carrier to assess any request for service, as per (F)(3) below. The carrier will also advise the person that the information and/or documents must be filed within 48 hours and that the assessment of the request may take up to 2 business days after receipt of the information and/or documents.

#### Confirmation of services and communication of information

The carrier will indicate in the record of a person's travel reservation the services that the carrier will provide to the person.

The carrier will provide a written confirmation of the services that it will provide to the person.

The carrier will ensure that any announcements made to passengers concerning stops, delays, schedule changes, connections, and on-board services and the claiming of baggage is in visual, verbal and/or written format.

#### Services for which no advance notice is required

The services identified in (3) below will be provided at no additional fare or charge.

The carrier will not require a person with a disability to file information and/or documents, including a medical certificate, to support any request for services identified in (3) below.

Upon request, the carrier will:

Assist passengers with disabilities for which an attendant is not required.

Reasonably accommodate special seating requirements because of medical conditions, or injury.

Disability	Attendant Required
Blind	No
Deaf	No
Intellectually Disabled/Self-Reliant	No
Ambulatory/Self-Reliant	No

NOTE: For carrier responsibilities related to disembarkation of persons with disabilities when a flight is delayed on the tarmac at an airport in Canada, see Rule 92(C)(4) - Priority disembarkation.

Services for which advance notice is required

The services identified in (3) below will be provided at no additional fare or charge.

Every reasonable effort

In all instances, the carrier will make every reasonable effort to provide a service requested by a person with a disability even if the person does not comply with any requirement in this section, to provide advance notice or to provide information and/or documents to permit the carrier to assess the request.

Services - 48 hours advance notice

Subject to the carrier's requirement for the person with a disability to provide information and/or documents, the carrier will provide the following services if requested by a person with a disability at least 48 hours prior to the scheduled time of departure of the person's flight:  
Assist the person with registration at the check-in counter;

Assist the person in proceeding to the boarding area;

Assist the person in boarding and disembarking;

Periodically inquire about the needs of the person who is in a wheelchair, is not independently mobile and is waiting to board an aircraft, and attend to those needs;

Allow the person, upon request, to board the aircraft in advance of other passengers, where time permits and where a person with a disability requests assistance in boarding or seating or in stowing carry-on baggage;

NOTE: The carrier can require a person to board the aircraft in advance of other passengers in order that it has sufficient time to provide assistance even if the person with a disability does not request to do so, or the carrier can require a person to board after the other passengers if the person arrives at the boarding area after the end of priority boarding.

Assist the person in stowing and retrieving carry-on baggage and retrieving checked baggage;

provide, up to the time of departure of the aircraft, to individual persons with disabilities and their support person a briefing on emergency procedures and the layout of the cabin;

Assist the person in moving to and from an aircraft lavatory;

Assist the person in proceeding to the general public area or, in some cases, to a representative of another carrier;

Transfer the person between the person's own mobility aid and a mobility aid provided by the carrier;

Transfer the person between a mobility aid and the person's passenger seat;

Serve the person special meals, where available, and provide limited assistance with meals, such as opening packages, identifying items and cutting large food portions;

Periodically inquire with the person during a flight about a person's needs and attend to those needs where the services are usually provided by the carrier or required to be provided under this provision;

Assist and brief passengers who supply their own Portable Oxygen Concentrator.

Services - information and/or documents required to be filed with the carrier

The carrier may require the person to file any information and/or documents, including a medical certificate, that are reasonably necessary to permit the carrier to assess the person's request for a service noted below:

Fitness to Travel - Medical Travel

Provide and/or accommodate medical oxygen, both carrier supplied, and passenger supplied.

Provide carrier supplied Portable Oxygen Concentrator.

Carrier will not accept patient passengers who require a stretcher.

Assist passengers with disabilities for which an attendant is required.

<b>Disability</b>	<b>Attendant Required</b>
Blind and Deaf	Yes
Intellectually Disabled/Non-self-reliant	Yes
Ambulatory/Non-Self-reliant	Yes
Non-ambulatory/Self-reliant	No
Non-ambulatory/Non-self-reliant	Yes
Stretcher Passenger	N/A
Incubator Passenger	N/A

Acceptance of mobility aids and other assistive devices

The carrier will accept for carriage, free of charge, in addition to the regular baggage allowance, and as priority baggage, mobility aids and any other assistive devices, subject to any safety or security restrictions that would prevent such a device from being transported.

where a mobility aid is accepted for carriage, the carrier will:

disassemble and package, where necessary, the aid for transportation and unpackage and reassemble the aid upon arrival; and

return the aid promptly upon arrival.

where the carrier operates aircraft with less than 60 seats, it will refuse to transport an electric wheelchair, scooter or manually operated rigid-frame wheelchair where aircraft design does not permit the carriage of the aid, for example, if the weight or size of the mobility aid exceeds the capacity of lifts or ramps, or the doors to baggage compartments are too small for the mobility aid, or transportation of the mobility aid would jeopardize aircraft airworthiness.

NOTE: Mobility aids accepted as checked luggage must weigh less than 100 LBS/45 KGS and must have linear dimensions smaller than 115IN/292CM.

where a carrier refuses to transport a mobility aid for any of the reasons above, the carrier will:  
inform the person of the reason for refusal at the time of refusal; and,  
advise the person of alternate transportation arrangements that the person may make to transport the aid, or of alternative trips for the person to travel with the aid.

where space permits, the carrier will store a person's manual folding wheelchair in the passenger cabin during the flight.

where space permits, the carrier will permit a person with a disability to retain in the person's custody any of the following small assistive devices that the person needs during travel:

a walker, a cane, crutches or braces;

any device that assists the person to communicate; and

any prosthesis or medical device such as a portable oxygen concentrator.

NOTE: For provisions related to limitations of liability regarding loss of, damage to, or delay in delivering mobility aids, refer to Rule 121(B)(3), Liability - International Transportation, Mobility aids.

#### Acceptance of service animals

The carrier will accept for transportation, without charge, a service animal required to assist a person with a disability provided that the animal is:

properly harnessed that easily identifies the animal as a service animal; and,

certified in writing as having been trained by a professional service animal institution.

The carrier will permit the service animal to accompany the person with a disability on-board the aircraft and to remain on the floor at the person's passenger seat. For the comfort of all passengers, the carrier staff will determine, in consultation with the person with a disability, where the person and service animal will be seated.

The carrier will assign a seat to the person which provides sufficient space for the person and the service animal. where there is insufficient floor space in the seat row of the person's passenger seat, the carrier

will permit the service animal to remain on the floor in an area where the person can still exercise control over the animal. The person is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through, in respect to the service animal. In particular, the person is responsible for obtaining valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit of any service animal that is to accompany the person.

The carrier may refuse to transport a service animal if the person with a disability fails to have in their possession documentation at the time of check-in which demonstrates that the animal has all the necessary valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit. For more information see Rule 105, Refusal to Transport.

When travel involves more than one carrier, it is the responsibility of the person to 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 of and has agreed to carry the service animal on its own aircraft.

NOTE: For provisions related to limitations of liability regarding service animals, refer to Rule 121(B)(10), Liability – International Transportation, Service animals.

#### Acceptance of Emotional Support Animals (“ESA”)

The Carrier will not accept emotional support animals on the flight following changes made to the U.S. Department of Transportation (DOT) rules on the topic.

#### J Pre-Planned Oxygen Service

CANADA JETLINES will allow Passenger Supplied Oxygen arranged through 3rd party supplier identified on the website.

3<sup>rd</sup> Party Provider is: MediGas, 2250 Bovaird Dr E Suite 202, Brampton, ON L6R 0W3.

Filling & Handling of bottles are done by:

Wright International, Toronto Head Office (Pearson International), T: +1-905-677-6164. Email: [info@wrightinternational.ca](mailto:info@wrightinternational.ca)

Rule 75: Acceptance Of Animals (Pets And Search And Rescue Dogs)†

with respect to terms and conditions related to the transport of any service dog, other service animal, used to assist persons with disabilities please refer to:

Rules 70(H), Acceptance of service animals

Application

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

General

Advance arrangements must be made with the carrier before any animal will be accepted for carriage.

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

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 of and has agreed to carry the animal on its own aircraft.

Canada Jetlines will not accept any live animals for carriage in hold of aircraft.

Search and Rescue Dogs

The carrier will not accept a search and rescue dog.

Pets

The provisions in this section are not applicable to service dogs, other service animals, and search and rescue animals.

The carrier will accept for carriage small household animals including cats, dogs, birds, rabbits, hamsters, guinea pigs, gerbil, hedgehogs and chinchillas carry-on baggage, provided the animal(s) is/are accompanied by a passenger, in compliance with the IATA Live Animal Regulations.

Pets in the Cabin:

The Carrier will accept small household animals including cats, dogs, birds, rabbits, hamsters, guinea pigs, gerbil, hedgehogs and chinchillas. The acceptance of animals is subject to the conditions below:

Advance notice, minimum of 48 hours prior to scheduled departure date, is required.

The animal must be harmless, inoffensive, odourless, and require no attention during transit.

The animal must be confined in a soft sided kennel subject to inspection and approved by the Carrier. Cardboard boxes, etc. are not permitted. The kennel/container must be large enough for the animal to stand in a natural position, to turn around and to lie down.

The maximum size of the kennel is:

For transportation onboard the aircraft

The container must not exceed length x width x height measurements of 43 x 16 x 33 cm (17 x 6 x 13 in).

The container is approved for an animal not exceeding 18 cm (7 in.) to the top of the shoulder.

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 75 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.



The maximum combined weight of the animal and kennel is 22LB/10KG. Must be securely housed in a soft sided kennel where the animal can be safely stored under the seat in front of the passenger. The container must be stored under the passenger's seat and the animal must remain closed in the container while on board the aircraft, and the container must remain closed and sealed from time of entry into the aircraft until after deplaning. The passenger will not be permitted in a row immediately behind a bulkhead or adjacent to an emergency exit. Kennels/containers are to be supplied by the passenger(s). The passenger must make all arrangements and assume full responsibility for complying with any applicable laws, customs, and/or other governmental regulations, requirements, or restrictions of the country, state, province or territory to which the animal is being transported. One (1) animal in one kennel will be accepted per passenger. Carrier will allow a maximum of three (3) kennels per flight. This number is not to include any service animal onboard. The Carrier may also limit at any time because a person with a severe allergy to the animal is travelling on the same aircraft. Fee for transportation of each kennel/container is \$75.00 CAD/\$75.00 USD plus applicable taxes. NOTE: Interlining of animals is NOT permitted. The Carrier will not accept animals for transport on codeshare or shared designator flights marketed by the Carrier and operated by another Carrier.

## Rule 80: Administrative Formalities – Travel Documents, Customs And Security†

### General

The passenger is responsible for obtaining all required travel documents (passports, visas, tourist cards, health certificates, or other appropriate and necessary identification) including those of any children that are accompanied by the passenger.

The passenger is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through and also for complying with the instructions of the carriers concerned.

### Travel Documents

Prior to travel, the passenger must be prepared to submit for inspection to the carrier all travel documents required by the countries concerned. The carrier will have the right to make and retain copies of the travel documents presented by the passenger.

As described in Rule 105, Refusal to transport, the carrier reserves the right to refuse transportation to any passenger who fails to present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries where travel is intended or whose travel documents do not appear to be in order.

Canada Jetlines does have scheduled international or transborder flights. Passengers flying on international or transborder flights must refer to the travel restrictions provided on destination country websites.

Passengers are strongly encouraged to confirm any necessary legal requirements for entry into or travel via the countries on their itinerary prior to their flights and to have proof of their compliance with such regulations, including being in possession of the relevant travel documents, in advance of check-in.

The carrier will not provide passengers with information on the travel document requirements, including visa, passport, and health requirements, for entry into, exit from, or travel via the countries on their itinerary.

### Customs and Security Matters

Customs and immigration officials of the various countries travelled to and via by the passenger and any animal being transported with the passenger, will have the final decision with respect to entry of passengers, or animals, and these decisions could be different than those of the carrier when it accepted the passenger or animal for transportation at the outset of their itinerary.

With respect to COVID-19, passengers must adhere to Regional and Territorial Health Authority directives. These requirements may include travel documentation, temperature checks, wearing protective face coverings, etc. Passengers may be required to pass health authorities before check-in, or upon arrival. Such officials will have the final decision with respect to entry of passengers, and these decisions could be different than those of the carrier when it accepted the passenger for transportation at the outset of their itinerary.

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 80 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

## Rule 85: Ground Transfer Services†

### General

This Rule is not applicable to transportation provided by means of bus or train for which the ticket was issued in conjunction with air transportation and where travel on those other modes of transportation are part of the contract of carriage issued by the carrier. The carrier does not maintain, operate or provide ground transfer services between airports or between airports and city centres. Any ground transfer service is performed by independent operators who are not and shall not be deemed to be, agents or servants of the carrier.

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 85 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

## Rule 90: Delay Or Cancellation – Outside The Carrier’s Control†

### Applicability

This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.

This Rule applies in respect of a carrier when there is a delay or cancellation due to situations outside the carrier’s control. See Rule 90(C) for situations that are outside a carrier's control.

### General

The carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.

Personalized documents, such as a ticket/itinerary issued by the carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the carrier and the passenger.

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

The passenger who attempts to check-in after the carrier’s check-in deadline or presents themselves at the boarding area after the carrier’s boarding time deadline as specified under Rule 40(E), Check-in time limits, will not receive consideration per Rule 90 and will have their reservations cancelled as specified under Rule 105, Refusal to transport. For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Rule 121(B)(12), Liability – international transportation, passenger delay) In the case of delay or cancellation at the airport, the carrier will give priority to assistance to any person with a disability and to unaccompanied minors.

### Situations Outside the Carrier’s Control

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

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

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 90 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

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

Communication with Passengers – Delay or Cancellation Outside the Carrier's Control

Carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.

Alternate Arrangements – Delay or Cancellation Outside the Carrier's Control

If a flight is cancelled, or once a flight delay has reached three hours, the carrier will provide to the passenger, free of charge, a confirmed reservation on the next available flight that is operated by the carrier, or a carrier with which they have a commercial agreement, travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 48 hours after the departure time that is indicated on that ticket.

If the carrier cannot provide a confirmed reservation in accordance with (1) above, the carrier will, at the passenger's choice:

provide a refund for any unused portion of the ticket; or,  
make the following alternate travel arrangements, free of charge:

Small carrier APPR:

a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, and is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket.

Return to point of origin

If the passenger's trip no longer serves its purpose because of the disruption, and the passenger is no longer at their point of origin, then the carrier will provide the passenger, free of charge, with a confirmed reservation for a flight back to the point of origin that accommodates the passenger's travel needs, and refund the entire ticket (as if no part of the trip had been made).

Refund

A passenger who is eligible to be refunded as per (2) above, may choose a refund, pursuant to Rule 125 (A), General, and (B), Involuntary refunds, at any time prior to being provided with a confirmed reservation.

Subject to specific fare rule provisions and pursuant to any applicable RULE in this tariff, the amount to be refunded or forfeited will be based upon surrender of the unused portion of the passenger's ticket. If a refund is permitted, the following will apply:

If no portion of the ticket is used, then an amount equal to the fare(s) and charges paid will be refunded.

If a portion of the ticket is used, the refund will be equal to the difference between the fare paid less transportation used as follows:

One-way fares – an amount equal to the lowest comparable one-way selling fare applicable to the booking class(es) on the ticket from point of termination to the destination named on the ticket or the point from which transportation is to be resumed;

Round, circle and open jaw trip fares – Not applicable as all fares are one-way fares.

If no fare of the type paid by the passenger is published between the point of termination and the destination or the point from which transportation is to be resumed, the refund shall be the same proportion

of the normal economy (Y) fare published between the point of termination and destination or the point from which transportation is to be resumed, as was applicable to the original fare.

In the event of refund pertaining to RULE 95 or 96, as applicable, then the amount equal to the charges paid will be refunded.

Refund will be per the original form of payment, except when a Future Travel Credit Voucher is issued.

#### Comparable services

To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including the carrier making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for persons with disabilities.

#### Refund of additional services

The carrier will refund the cost of any additional services purchased in connection with the passenger's original ticket when the passenger is provided with alternate travel arrangements, if:

the passenger did not receive those services; or,  
the passenger paid for those services a second time.

#### Higher Class of Service

If a higher class of service is booked for the passenger than was originally provided for on the passenger's original ticket, the carrier will not request supplementary payment from the passenger.

#### Lower class of service

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

#### Method used for refund

Refunds under this section will be made in conformity with Rule 125 (A), General, and (B), Involuntary refunds, will be paid to the person who purchased the ticket or additional service, and will be paid using the method used for the original payment, unless:

(a) the carrier has informed the person in writing of the monetary value of the original ticket or additional service, and the availability of a refund by the method used for the original payment;

(b) the refund is offered in another form that does not expire; and,

(c) the person confirms, in writing, that the carrier has informed them of their right to receive the refund by the method used for the original payment and that the person has chosen to receive the refund in another form (e.g. a travel credit).

#### Refund deadline

Where a refund is required to be provided under this Rule, it will be provided within 30 days of the flight disruption.

Rule 91: Delay Or Cancellation – Within The Carrier’s Control And Within The Carrier’s Control But Required For Safety Purposes†

Applicability

This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.

This Rule applies in respect of a carrier when there is delay or cancellation due to a situation that is within the carrier’s control and within the carrier’s control but required for safety purposes. Rule 91(G) is applicable only if the delay or cancellation is within the carrier’s control and is not required for safety purposes.

General

The carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.

Personalized documents, such as a ticket/itinerary issued by the carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the carrier and the passenger.

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

The passenger who attempts to check-in after the carrier’s check-in deadline or presents themselves at the boarding area after the carrier’s boarding time deadline as specified under Rule 40(E), check-in time limits, will not receive consideration per Rule 91 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.

For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Rule 121(B)(12), Liability – international transportation, passenger delay)

Communication with Passengers – Delay or Cancellation – Within the Carrier’s Control and Within the Carrier’s Control But Required For Safety Purposes

The carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.

Alternate Arrangements – Delay or Cancellation – Within the Carrier’s Control and Within the Carrier’s Control But Required For Safety Purposes

In case of a delay of three hours or more, if the passenger desires, or a flight cancellation, the carrier will provide the following alternate travel arrangements free of charge to ensure that each passenger completes their itinerary as soon as feasible:

Small Carrier APPR:

a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, is travelling on any reasonable air route from the

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 91 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 9 hours of the departure time that is indicated on that original ticket.

#### Refund

If the alternate travel arrangements offered, in accordance with (1) above, do not accommodate the passenger's travel needs, the carrier will in the case where the passenger is no longer at the point of origin that is indicated on the original ticket and the travel no longer serves a purpose because of the delay or cancellation, refund the ticket, pursuant to Rule 125(B), Involuntary refunds, and provide the passenger, free of charge, with a confirmed reservation that is for a flight to that point of origin which accommodates the passenger's travel needs; and in any other case, refund the unused portion of the ticket. The amount of the refund will be calculated pursuant to Rule 125(B), Involuntary refunds.

#### Comparable Services

To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including the carrier making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for persons with disabilities.

#### Refund of Additional Services

The carrier will refund the cost of any additional services purchased by a passenger in connection with their original ticket when the passenger is provided with alternate travel arrangements if the passenger did not receive those services on the alternate flight; or the passenger paid for those services a second time.

#### Higher Class of Service

If the alternate travel arrangements referred to in (1) above provide for a higher class of service than the original ticket, the carrier will not request supplementary payment.

#### Lower Class of Service

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

#### Method used for refund

Refunds under this section will be made in conformity with Rule 125 (A), General, and (B), Involuntary refunds and will be paid to the person who purchased the ticket or additional service, and will be paid using the method used for the original payment, unless:

- (a) the carrier has informed the person in writing of the monetary value of the original ticket or additional service, and the availability of a refund by the method used for the original payment;
- (b) the refund is offered in another form that does not expire; and,
- (c) the person confirms, in writing, that the carrier has informed them of their right to receive the refund by the method used for the original payment and that the person has chosen to receive the refund in another form (e.g. a travel credit).

#### Refund deadline

where a refund is required to be provided under this Rule, it will be provided within 30 days of the flight disruption.

Standards Of Treatment – Delay or Cancellation – within the Carrier's Control and within the Carrier's Control but Required For Safety Purposes  
If the passenger has been informed of the delay or of the cancellation less than 12 hours before the departure time that is indicated on their



original ticket and they have waited two hours after the departure time that is indicated on their original ticket, the carrier must provide the passenger with the following treatment free of charge:

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

#### Accommodations

If the passenger has been informed of the delay or of the cancellation less than 12 hours before the departure time that is indicated on their original ticket and if the carrier expects that the passenger will be required to wait overnight for their original flight or for a flight reserved as part of alternate travel arrangements, the carrier must offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the passenger, as well as transportation to the hotel or other accommodation and back to the airport.

#### Refusing or Limiting Treatment

The carrier may limit or refuse to provide a standard of treatment referred to in (1), and (2) above if providing that treatment would further delay the passenger.

#### Compensation - Delay or Cancellation - within the Carrier's Control and Not Required For Safety Purposes

Compensation for inconvenience is only payable when the delay or cancellation is within the carrier's control and is not required for safety purposes.

If a passenger is informed 14 days or less before the departure time on their original ticket that the arrival of their flight at the destination that was indicated on their ticket will be delayed, the carrier will provide the minimum compensation for inconvenience as follows:

#### Small Carrier APPR:

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

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

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

#### Compensation in Case of Refund

If the passenger's ticket is refunded in accordance with (D)(2), the carrier will provide a minimum compensation of:

#### Small Carrier APPR:

in the case of a Small Carrier APPR, \$125.

#### Deadline To File Request

To receive the minimum compensation referred to in (2) or (3) above, a passenger must file a request for compensation with the carrier before the first anniversary of the day on which the flight delay or flight cancellation occurred.

#### Deadline To Respond

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

#### Compensation for Inconvenience

If the carrier is required by this tariff to provide compensation to a passenger, the carrier will offer it in form of money (i.e., cash,

cheque, or bank transfer). However, the compensation may be offered in another form (e.g. vouchers) if:  
compensation in the other form has a greater monetary value than the minimum monetary value of the compensation that is required under the APPR;  
the passenger has been informed in writing of the monetary value of the other form of compensation;  
the other form of compensation does not expire; and  
the passenger confirms in writing that they have been informed of their right to receive monetary compensation and have chosen the other form of compensation.

## Rule 92: Tarmac Delay†

### Applicability

This Rule applies to all passengers experiencing a tarmac delay irrespective of the type of fare on which they are travelling or they have purchased.

For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Rule 121(B)(12), Liability - international transportation, passenger delay) General

Passengers who experienced or are experiencing a tarmac delay may, depending on the circumstances, also find relief pursuant to: Rule 90, Delay or cancellation - outside the carrier's control, or Rule 91, Delay or cancellation - within the carrier's control and within the carrier's control but required for safety purposes.

### Urgent Medical Assistance

If a passenger requires urgent medical assistance while the flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, the carrier will facilitate access to the medical assistance.

### Tarmac Delay Obligations - Standards of Treatment

If a flight is delayed on the tarmac after the doors of the aircraft are closed for

take-off or after the flight has landed, the carrier will provide passengers with the following treatment, free of charge:

if the aircraft is equipped with lavatories, access to those lavatories in working order;

proper ventilation and cooling or heating of the aircraft;

if it is feasible to communicate with people outside of the aircraft, the means to do so; and

food and drink, in reasonable quantities, taking into account the length of the delay, the time of day and the location of the airport.

### Communications and Information

Once it becomes clear that the aircraft will experience a tarmac delay the carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information - cancellation, delay, tarmac delay or denial of boarding.

### Tarmac Delay (Over 3 Hours) Carrier Obligations at An Airport in Canada

#### Passenger disembarkation

If a flight is delayed on the tarmac at an airport in Canada, the carrier will provide an opportunity for passengers to disembark:

three hours after the aircraft doors have been closed for take-off; and three hours after the flight has landed, or at any earlier time if it is feasible.

Exception: Carrier is not required to provide an opportunity for passengers to disembark in accordance with (1) (above) if:

it is likely that take-off will occur less than three hours and 45 minutes after the doors of the aircraft are closed for take-off or after the flight has landed, and,

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 92 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

the carrier is able to continue to provide the standards of treatment referred to in (B)(3) (above).

If a passenger opts to disembark pursuant to Rule 92(C)(1) and the passenger fails to make themselves readily available for an immediate departure should that occur, the carrier:

cannot guarantee that the passenger can be re-accommodated on to the aircraft,

will treat the passenger, as appropriate, under the provisions of Rule 90, Delay or cancellation - outside the carrier's control or Rule 91,

Delay or cancellation - within the carrier's control and within the carrier's control but required for safety purposes.

Priority Disembarkation

If the carrier allows disembarkation, it will, if it is feasible, give passengers with disabilities and their support person, service animal if any, the opportunity to leave the aircraft first.

Exceptions

Rule 92(C)(1) does not apply if providing an opportunity for passengers to disembark is not possible, including if it is not possible for reasons related to safety and security or to air traffic or customs control.

## Rule 95: Denial Of Boarding – Outside The Carrier’s Control†

### Applicability

This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.

This Rule applies in respect of a carrier when there is denial of boarding due to situations outside the carrier’s control. See Rule 95(C) for situations that are outside a carrier’s control.

This Rule does not apply in the situation of a refusal to transport a passenger due to, for instance, health, safety or security reasons, or where the passenger has failed to follow carrier rules or instructions, has inappropriate travel documents or has failed to respect check-in time limits. To see the carrier’s policies in this respect, refer to Rule 105, Refusal to transport.

### General

The carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.

Personalized documents, such as a ticket/itinerary issued by the carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the carrier and the passenger.

The passenger holding a confirmed ticketed reservation must present themselves 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 as set out in Rule 40.

The passenger who attempts to check-in after the carrier’s check-in deadline or presents themselves at the boarding area after the carrier’s boarding time deadline as specified under Rule 40(E), check-in time limits, will not receive consideration per Rule 95 and will have their reservations cancelled as specified under Rule 105, Refusal to transport. A denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations outside the carrier’s control, is considered to also be due to situations outside that carrier’s control if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Rule 121(B)(12), Liability – international transportation, passenger delay)

### Situations Outside the Carrier’s Control

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

- war or political instability;
- illegal acts or sabotage;
- meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;
- instructions from air traffic control;
- a NOTAM, (Notice to Airmen) as defined in subsection 101.01(1) of the Canadian Aviation Regulations;
- a security threat;
- airport operation issues;

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 95 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

a medical emergency;  
a collision with wildlife;  
a labour disruption within the carrier or within at an essential service provider such as an airport or an air navigation service provider;  
a manufacturing defect in an aircraft that reduces the safety of passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority; and  
an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

#### Communication with Passengers – Denial of Boarding – Outside The Carrier's Control

Carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.

#### Alternate Arrangements – Denial of Boarding Outside the Carrier's Control

If there is denial of boarding due to situations outside the carrier's control, the carrier will provide alternate travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible:

##### Small Carrier APPR:

a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 48 hours of the end of the event that caused the denial of boarding,

##### Comparable services

To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including the carrier making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for persons with disabilities.

##### Refund of additional services

The carrier will refund the cost of any additional services purchased in connection with the passenger's original ticket when the passenger is provided with alternate travel arrangements, if:  
the passenger did not receive those services; or,  
the passenger paid for those services a second time.

##### Higher Class of Service

If a higher class of service is booked for the passenger than was originally provided for on the passenger's original ticket, the carrier will not request supplementary payment from the passenger.

##### Lower Class of Service

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

##### Method used for refund

Refunds under this section will be made in conformity with Rule 125 (A), General, and (B), Involuntary refunds, will be paid to the person who purchased the ticket or additional service, and will be paid using the method used for the original payment, unless:

- (a) the carrier has informed the person in writing of the monetary value of the original ticket or additional service, and the availability of a refund by the method used for the original payment;
- (b) the refund is offered in another form that does not expire; and,

(c) the person confirms, in writing, that the carrier has informed them of their right to receive the refund by the method used for the original payment and that the person has chosen to receive the refund in another form (e.g. a travel credit).

Refund deadline

Where a refund is required to be provided under this Rule, it will be provided within 30 days of the flight disruption.

Refunds

Refund eligibility and refund methodology will be as follows:

Within Carrier Control or Required for Safety purposes: Refunds to Original Form of Payment.

Within Carrier Control or Required for Safety purposes and Passenger cancels due to delay of 3 or more hours past sked departure: Refund to Original Form of Payment.

Outside Carrier Control, Passenger Cancels due to Delay of less than 3 hours past sked departure: Refund to Canada Jetlines Voucher.

Within Carrier Control or Required for Safety Purposes and Passenger cancels due to delay of less than 3 hours past sked departure: Refund to Canada Jetlines Voucher.

Outside Carrier Control and Passenger cancels due to delay of less than 3 hours past sked departure: Refund to Canada Jetlines Voucher.

Rule 96: Denial Of Boarding – Within The Carrier’s Control And within The Carrier's Control But Required For Safety Purposes†

Applicability

This Rule applies to all passengers irrespective of the type of fare on which they are travelling or have purchased.

This Rule applies in respect of a carrier when there is a denial of boarding due to a situation that is within the carrier’s control and within the carrier's control but required for safety. (G) is only applicable if the denial of boarding is within the carrier's control and is not required for safety purposes.

This Rule does not apply in the situation of a refusal to transport a passenger due to, for instance, health, safety or security reasons, or where the passenger has failed to follow carrier rules or instructions, has inappropriate travel documents or has failed to respect check-in time limits or gate cut-off times. See Rule 105, Refusal to transport for the carrier's policies in this respect.

General

The carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.

Personalized documents, such as a ticket/itinerary issued by the carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the carrier and the passenger.

The passenger holding a confirmed ticketed reservation must present themselves 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 set out in Rule 40.

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

The passenger who attempts to check-in after the carrier’s check-in deadline or presents themselves at the boarding area after the carrier’s boarding time deadline as specified under Rule 40(E), Check-in time limits, will not receive consideration per Rule 96 and will have their reservations cancelled as specified under Rule 105, Refusal to transport. For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Rule 121(B)(12), Liability – international transportation, passenger delay)

Denial Of Boarding – within the Carrier's Control and within The Carrier's Control But Required For Safety Purposes – Request For Volunteers

In cases of denial of boarding within the carrier’s control and within the carrier's control but required for safety purposes, the carrier will not deny boarding to a passenger unless it has asked all passengers if they are willing to give up their seat. As such, the carrier will make an

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 96 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.



announcement and ask for volunteers to relinquish their seats from among the confirmed passengers. At the same time, the carrier will announce what type of benefits passengers will be entitled to should they voluntarily relinquish their seat. The carrier will advise any 1. passenger who expresses an interest in relinquishing their seat of the amount of compensation a passenger could receive pursuant to (G)(1) if there is a denial of boarding.

Attempts to find volunteers may take place at the check-in or boarding areas. The carrier may also seek volunteers before the passenger arrives at the airport. The carrier will continue to make this request of passengers until it obtains enough volunteers to prevent a denial of boarding or until it determines that it does not, despite its best efforts, have enough volunteers.

If the carrier offers a benefit in exchange for a passenger willingly relinquishing their seat in accordance with (1) (above) and a passenger accepts the offer, or if they negotiate a benefit acceptable to both parties, the carrier will provide the passenger with a written confirmation of that benefit before the flight departs. A passenger who willingly relinquishes their seat is not considered to be a passenger who has been subject to a denial of boarding by the carrier and as such, is not entitled to compensation pursuant to (G).

#### Passenger On Aircraft

The carrier will not deny boarding to a passenger who is already on-board the aircraft unless the denial of boarding is required for reasons of safety. However, passengers may still elect to volunteer to relinquish their seat if already on-board the aircraft in exchange for benefits agreed upon with the carrier.

#### Priority For Boarding

If denial of boarding is necessary, the carrier will give priority for boarding to passengers in the following order:

persons with disabilities and any accompanying attendant or service animal;

passenger travelling due to death or illness of a member of the passenger's family;

passengers for whom, in the carrier's own assessment, failure to travel would cause severe hardship and/or elderly passengers;

passengers that have previously been denied board;

passengers holding full fare tickets;

passengers travelling as a group including the tour conductor of the group;

all other passengers with confirmed and ticketed reservations will be accommodated in the order in which they presented themselves for check-in.

Communication with Passengers - Denial of Boarding - Within the Carrier's Control and Within The Carrier's Control But Required For Safety Purposes  
Carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information - cancellation, delay, tarmac delay or denial of boarding.

Alternate Arrangements - Denial of Boarding - Within the Carrier's Control and Within The Carrier's Control But Required For Safety Purposes

In the case where there is a denial of boarding for situations within the carrier's control or within the carrier's control but required for safety purposes, the carrier will provide to each passenger, free of charge, the

following alternate travel arrangements to ensure that the passenger completes their itinerary as soon as feasible:

**Small Carrier APPR:**

a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 9 hours of the departure time that is indicated on that original ticket.

**Refund**

If the alternate travel arrangements offered in accordance with (F)(1) do not accommodate the passenger's travel needs, the carrier will in the case where the passenger is no longer at the point of origin that is indicated on the original ticket and the travel no longer serves a purpose because of denied boarding, refund the ticket, pursuant to Rule 125(B), Involuntary Refunds, and provide the passenger, free of charge, with a confirmed reservation that is for a flight to that point of origin which accommodates the passenger's travel needs; and in any other case, refund the unused portion of the ticket. The amount of the refund will be calculated pursuant to Rule 125(B), Involuntary refunds.

**Comparable services**

To the extent possible, the alternate travel arrangement must provide services comparable to those of the original ticket, including the carrier making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for persons with disabilities.

**Refund of Additional Services**

The carrier will refund the cost of any additional services purchased by a passenger in connection with their original ticket when the passenger is provided with alternate travel arrangements if the passenger did not receive those services on the alternate flight; or the passenger paid for those services a second time.

**Higher Class of Service**

If the alternate travel arrangements referred to in (1) above provide for a higher class of service than the original ticket, the carrier will not request supplementary payment.

**Lower Class of Service**

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

**Form of Refund**

Refunds under this section will be made in conformity with Rule 125(B), Involuntary refunds and must be paid by the method used for the original payment and to the person who purchased the ticket or additional service. Standards Of Treatment – Denial of Boarding – Within the Carrier's Control And Within The Carrier's Control But Required For Safety Purposes Before a passenger boards the flight reserved as an alternate travel arrangement per (E)(1), the carrier will provide them with the following treatment free of charge:

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

**Accommodations**

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

#### Refusing or Limiting Treatment

The carrier may limit or refuse to provide a standard of treatment referred to (1) and (2) above, if providing that treatment would further delay the passenger.

#### Compensation - Denial of Boarding - Within The Carrier's Control And Not Required For Safety Purposes

Compensation is only payable when the denial of boarding is within the carrier's control and is not required for safety purposes.

#### Compensation For Denial Of Boarding

If a denial of boarding that is within the carrier's control occurs, the carrier will provide the following compensation for inconvenience to the affected passenger:

\$900, if the arrival time of the passenger's flight at the destination that is indicated on the original ticket is delayed by less than six hours;

\$1,800, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by six hours or more, but less than nine hours; and

\$2,400, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by nine hours or more.

#### Payment

The carrier will provide the compensation to the passenger as soon as it is operationally feasible, but not later than 48 hours after the denial of boarding.

#### Estimated Arrival Time

If the compensation is paid before the arrival of the flight reserved as part of alternate travel arrangements made pursuant to (E)(1) above, at the destination that is indicated on their ticket, that compensation will be based on the flight's expected arrival time.

#### Written Confirmation

If it is not possible to provide the compensation before the boarding time of the flight reserved as part of alternate travel arrangements made pursuant to (E)(1) above, the carrier will provide the passenger with a written confirmation of the amount of the compensation that is owed.

#### Adjustment

If the arrival of the passenger's flight at the destination that is indicated on their original ticket is after the time it was expected to arrive when the compensation was paid or confirmed in writing and the amount that was paid or confirmed no longer reflects the amount due in accordance with (2), the carrier will adjust the amount of the compensation.

#### Compensation For Inconvenience

If the carrier is required by (2) above to provide compensation for a denial of boarding to a passenger, the carrier will offer it in form of money (i.e. cash, cheque, or bank transfer). However, the compensation may be offered in another form (e.g. vouchers) if:

compensation in the other form has a greater monetary value than the minimum monetary value of the compensation that is required under the APPR;

the passenger has been informed in writing of the monetary value of the other form of compensation;  
the other form compensation does not expire; and  
the passenger confirms in writing that they have been informed of their right to receive monetary compensation and have chosen the other form of compensation.

Rule 97 – Communication Of Information – Cancellation, Delay, Tarmac Delay, Or Denial Of Boarding†

General

In cases where one of the following applies:

Rule 90, Delay or cancellation – outside the carrier's control,  
Rule 91, Delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes,  
Rule 92, Tarmac delay,  
Rule 95, Denial of boarding – outside the carrier's control, or  
Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes,  
pursuant to the provisions of the APPR, the carrier will provide the following information to the affected passengers:  
the reason for the delay, cancellation, or denial of boarding;  
the compensation to which the passenger may be entitled for the inconvenience;  
the standard of treatment for passengers, if any;  
and the recourse available against the carrier, including their recourse to the Agency.

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

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

The information of paragraph (1) above will be provided by means of audible announcements. Visible announcements will be provided upon request. The information of paragraph (1) above will also be provided to the passenger using the available communication method that the passenger has indicated that they prefer, including a method that is compatible with adaptive technologies intended to assist persons with disabilities.

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 97 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

## Rule 98 – Schedule Irregularities†

### A Schedules

The 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 carrier assumes no responsibility for making connections. Carrier will not be responsible for errors or omissions either in timetables or other representations of schedules. No employee, agent, or representative of carrier is authorized to bind carrier as to the dates or times of departure or arrival or of the operation of any flight.

### (B) Cancellations

(1) Carrier may, without notice, substitute alternate carriers or aircraft and, if necessary, may alter, add, and/or omit stopping places shown in the timetable.

(2) Carrier may, without notice, cancel, terminate, divert, postpone, or delay any flight or the further right of carriage or reservation of traffic accommodations and determine if any departure or landing should be made, without any liability except to refund in accordance with the Air Passenger Protection Regulations and the carrier's tariffs the fare and baggage charges for any unused portion of the ticket, if it would be advisable to do so:

Because of any fact beyond its control (including, but without limitation, meteorological conditions, acts of god, force majeure, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, or unsettled international conditions), actual, threatened, or reported, or because of any delay, demand, conditions, circumstance, or requirement due, directly or indirectly, to such fact;

Because of any fact not to be foreseen, anticipated, or predicted;

Because of any government regulation, demand, or requirement; or

Because of shortage of labour, fuel, or facilities, or other labour difficulties of others.

(3) Carrier will cancel the right or further right of carriage of the passenger and his baggage upon the refusal of the passenger, after demand by carrier, to pay the fare or the portion thereof so demanded, or to pay any charge so demanded and assessable with respect to the baggage of the passenger, without being subject to any liability therefore except to refund, in accordance with any applicable provisions of the Air Passenger Protection Regulations and this tariff, the unused portion of the fare and baggage charge(s) previously paid, if any.

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 98 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

## Rule 105: Refusal To Transport†

### Definitions

For the purposes of Rule 105:

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

### Applicability

A refusal to transport a passenger only occurs in situations when the carrier operates a flight on which the passenger had a confirmed reservation but that specific passenger is not permitted to continue their journey on that flight due to any reasons specified in the paragraphs below. Refusal to transport can occur at the start of any journey or while the passenger is enroute to their destination. Flight delay, flight cancellation and denial of boarding do not constitute a situation of refusal to transport.

### Refusal To Transport – Removal of Passenger

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

Government requests and regulations and force majeure

whenever it is necessary or advisable to:

comply with any government regulation;

comply with any government request for emergency transportation; or,  
address force majeure.

### Search Of Passenger and Property

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

### Proof of Identity/Age

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

Applicable only to travel within Canada:

NOTE: The carrier is obliged to screen each passenger by looking at the passenger, and in particular the passenger’s entire face, to determine if they appear to be 18 years of age or older.

The carrier is also required to screen each passenger who appears to be 18 years of age or older by comparing the passenger, and in particular the passenger’s entire face, against one piece of government-issued photo identification that shows the passenger’s name, date of birth and gender;

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 105 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

or two pieces (without photo) of government-issued identification at least one of which shows the passenger's name, date of birth and gender. Applicable only to travel from Canada:

NOTE: The carrier is required to screen each passenger by looking at the passenger, and in particular the passenger's entire face, to determine if they appear to be 18 years of age or older.

The carrier is also required to screen each passenger who appears to be 18 years of age or older by comparing the passenger, and in particular the passenger's entire face, against one piece of government-issued photo identification that shows the passenger's name, date of birth and gender.

#### Immigration or Other Similar Considerations

When the passenger is to travel across any international boundary, if:

The travel documents of the passenger are not in order;

Other approval documents required to enter into a state, province or territory are not provided, or are not in order for any reasons including, but not limited to, public health considerations; or

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

#### Failure To Comply with Carrier's Rules and Regulations

When the passenger fails or refuses to comply with rules and regulations of the carrier as stated in this tariff.

#### Passenger's Condition

When the passenger's actions or inactions gives the carrier reasonable cause to believe their mental, intellectual or physical condition is such as to render them incapable of caring for themselves without assistance or medical treatment enroute unless:

the passenger is accompanied by a support person who will be responsible for assisting with the passenger's needs enroute such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier; and,

the passenger complies with requirements of Rule 69(B), Acceptance for carriage; Rule 70(B), Acceptance for carriage; or Rule 71(B), Acceptance for carriage.

Exception: The carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance, except where accepting the person could jeopardize security, public health or public safety as per Rule 69(B), Acceptance for carriage; Rule 70(B), Acceptance for carriage; or Rule 71(B), Acceptance for carriage.

Note: If the passenger is accompanied by a support person and the passenger is refused transport, then the support person will also be refused transport and the two will be removed from the aircraft together. When the passenger has a contagious disease.

When the passenger has an offensive odour.

#### Medical clearance

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

Note: Pregnant passengers



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

If the expected delivery date is within seven (7) days of travel, the passenger must provide Canada Jetlines with a doctor's certificate, dated within 72 hours of departure, stating that she has been examined and is physically fit for travel from (place) to (place) on (date) and that estimated time of birth is (date).

Newborn infants must be at least seven (7) days old to be accepted for travel on Canada Jetlines. An infant in an incubator will not be accepted for transportation.

#### Failure To Provide a Suitable Escort

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

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

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

Only one escorted passenger will be permitted on a flight;

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

Acceptance is applicable to transportation on flights marketed and operated by Canada Jetlines only;

The escort must accompany the escorted passenger at all times; and

Passenger in custody of law enforcement personnel or other responsible authority must be manacled.

#### Passenger's Conduct - Refusal to Transport - Prohibited Conduct and Sanctions

##### Prohibited Conduct

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

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

The person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent or otherwise disorderly, and, in the reasonable judgement of a responsible employee of the carrier, there is a possibility that the person would cause disruption or serious impairment to the physical comfort or safety of other passengers or carrier's employees, interfere with a crew member in the performance of their duties, or otherwise present a risk to the safety of the aircraft, persons or property.

The person's conduct creates any hazard or risk to present a risk to the safety of the aircraft, persons (including travel involving pregnant passengers or unborn children) or property.

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

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

The person smokes or attempts to smoke in the aircraft.

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

The person is barefoot.

The person is inappropriately dressed.

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

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

#### Carrier Response to Prohibited Conduct

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

Removal of the passenger at any point.

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

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

The following conduct will automatically result in a refusal to transport:

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

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

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

The person repeats a prohibited conduct after receiving a notice of probation as mentioned in (b) above.

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

#### Recourse of the Passenger/Limitation of Liability

1. In case of refusal to transport a passenger on a specific flight or removal of a passenger enroute for any reason specified in the foregoing paragraphs, the carrier's responsibility shall be limited to the refund

value of the unused portion of passenger's ticket from the Carrier who is refusing or removing, if any and subject to the applicable fare rule, as provided in the General Refund section of RULE 125 - REFUNDS.

2. A passenger who is refused carriage for an indefinite period of time, or banned from other carriers, or to whom a probation notice is served, may provide to Canada Jetlines, in writing, the reasons why he/she no longer poses a threat to the safety or comfort of passengers or crew, or to the safety of the aircraft. Such document may be sent to the address provided in the refusal to carry notice or the notice of probation two (2) weeks prior to the flight. Carrier will respond to the passenger within a reasonable period of time providing the Carrier's decision regarding the ban or the probation period.

3. Notwithstanding (1) above, passengers will be entitled to all other additional rights they may have under this tariff or elsewhere or any legal rights that international passengers may have pursuant to international conventions (e.g., the [Warsaw Convention](#) or the [Montreal Convention](#)) and related treaties.

4. A person who is refused carriage for a period of time or to whom a probation notice is served may provide to the carrier, in writing, the reasons why they believe they no longer pose a threat to the safety or comfort of passengers or crew, or to the safety of the aircraft. Such document may be sent to the address provided in the refusal to carry notice or the notice of probation.

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

Rule 115: Tickets†

A. General

No person shall be entitled to transportation except upon presentation of a valid ticket. Such ticket shall be in the name of the person presenting ticket, who will be requested by the Carrier to provide valid identification. The name on the identification must match the name on the ticket. Such ticket shall entitle the passenger to transportation only between the points of origin and destination and via the routing designated thereon.

Flight coupons will be honoured only in the order in which they are issued and only if all unused flight coupons and passenger coupons are presented together.

A ticket which has not been validated or which has been altered, or improperly issued, shall not be valid.

Tickets are not transferable unless otherwise indicated in the fare rules for the ticket. The Carrier is not liable to the owner of a ticket for honouring or refunding such ticket when presented by another person.

Compliance with terms and conditions of tickets are valid for travel only when used in accordance with the terms and conditions of sale as defined within the fare rules published/distributed via a filing agency or in the reservation.

24 Hours Change / Cancel Promise

No penalty for reservation changes/cancellations completed within 24 hours that reservations are made.

Tickets must be exchanged or refunded within 24 hours.

Fare differences apply where applicable.

NOTE: If the flight departs within 24hrs of initial reservation then the regular fare rules apply.

Reissued Ticket

Unless a ticket is reissued by the Carrier or its authorized agent upon payment in full of applicable charges, or an authorized representative of the Carrier waives applicable restrictions in writing and/or same comments are applied to the reservation, a ticket is invalid:

If used for travel to a destination other than that specified on the ticket;

If the passenger fails to comply with applicable stay over requirements;

If the passenger does not meet the purpose or status requirement associated with the fare category on the ticket;

If the Carrier determines that the ticket has been purchased or used in a manner designed to circumvent applicable fare rules.

Prohibited Practices

The Carrier specifically prohibits the practices commonly known as:

Back-to-Back Ticketing: meaning the combination of two or more round trip tickets end to end for the purpose of circumventing minimum stay requirements;

Throwaway Ticketing: meaning the usage of a round trip excursion fare for one way travel;

Hidden City / Point Beyond Ticketing: meaning the purchase of a fare from point before the passenger(s) actual origin or to a point beyond the passenger(s) actual destination. Accordingly, passenger(s) shall not

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 115 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

purchase one or more tickets or use flight coupons in one or more tickets in order to obtain a lower fare than would be otherwise applicable.

Duplicate Ticketing: meaning two identical tickets for the same customer; reserving multiple itineraries for any number of customers with the same customer name, whether identical itineraries or not; creating a reservation where two or more flights are booked for the same customer when it is evident they will only be able to use one.

#### Invalidated Ticket

Where a ticket is invalidated as the result of the passenger's or passengers' non-compliance with any term or condition of sale, or where one or more tickets have been issued in furtherance of a prohibited practice, the Carrier has the right in its sole discretion to:

Cancel any remaining portion of the passenger's or passengers' itinerary;

Confiscate unused flight coupons;

Refuse to board the passenger(s) or check passenger's/passengers' baggage; or

Assess the passenger(s) for the reasonable remaining value of the ticket, which shall be no less than the difference between the fare actually paid and the lowest fare applicable to the passenger's actual itinerary.

#### Period of Validity

Except for as provided below or outlined in the applicable published fare rules, a ticket will be valid for transportation for 365 days from the date on which transportation commences at the point of origin that is designated on the original ticket or if no portion of the ticket is used, from the date of issuance of the original ticket.

#### Extension of Validity

If a passenger is prevented from using the ticket or a portion of the ticket during the period of validity due to lack of space or flight cancellation, the ticket validity will be extended until space can be provided on schedule comparable to the schedule that the passenger had requested.

In the event of illness or death of the passenger/immediate family member or travel companion, ticket validity may be extended to a maximum of 30 days upon presentation of medical certificate, death certificate or funeral director's statement. These proofs must be surrendered to the Carrier and the ticket and all coupons attached must be endorsed by the agent to indicate that an extension has been granted.

In the event of death of the passenger, tickets will be refundable to such passenger's estate. The refund will be the difference, if any, between the fare paid less the applicable one-way fare for transportation used. If no transportation used, full refund.

PART IV – AFTER TRAVEL

Rule 121: Liability of the Carrier For Loss, Damage to or Delay of Baggage, Passenger Delay or Death or Bodily Injury – International Transportation†

Applicable to international transportation to and from Canada and includes domestic segments of an international journey.

Successive carriers

Transportation to be performed under one ticket or under a ticket issued with any conjunction ticket by several successive carriers will be regarded as single operation.

Laws and provisions applicable

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

The carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage, as provided in the following paragraphs:

Except as provided below, the liability of the carrier is limited to 1,288 Special Drawing Rights (approximately \$ 2,350 CAD or equivalent currency) for each passenger in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked, under the Warsaw Convention or the Montreal Convention, whichever may apply.

Unless the passenger proves otherwise, unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation. The passenger cannot take a special declaration that their baggage has a higher value than the carrier's maximum liability as CANADA JETLINES does not have an Excess Value Declaration Charge.

NOTE: This provision is not applicable to a person's mobility aid. (For tariff provisions related to the carriage of mobility aids, see (3) – (7) below).

EXCEPTION: The carrier is not liable for the declared amount if it can prove that it is greater than the passenger's actual interest in delivery at destination.

In the case of transportation under the Warsaw Convention, no supplementary sum shall apply unless the declared amount exceeds 19 Special Drawing Rights per kilogram of the total recorded weight of the checked baggage at the time the baggage is handed to the carrier.

In the case of unchecked baggage, the carrier is liable only to the extent the

damage resulted from its fault, or that of its servants or agents.

The carrier is liable for the damage sustained in case of destruction or loss of, or damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on-board the aircraft or during any period within which the checked baggage was in the charge of the carrier. However, the carrier is not liable if and to the extent that the

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damage resulted from the inherent defect, quality or vice of the baggage. Further, the carrier's liability for the destruction, loss, damage or delay of baggage is subject to the terms, limitations and defences set forth in the Warsaw Convention and the Montreal Convention, whichever may apply, in addition to any limitation or defence recognized by a Court with proper jurisdiction over claim.

NOTE: For clarity, the carrier defines inherent defect, quality or vice of the baggage as: nicks, scratches, missing and damaged pull straps, damaged handles, zipper damage, locks, latches, scuff marks, damage to wheels, soiling, manufacturing defects, damage resulting from over-packing, spillage of packed items or other damage considered to be normal wear and tear.

NOTE: The carrier is not responsible for damaged locks when baggage is required to be opened for a physical security search at the request of a third-party security agency responsible for baggage screening at any airport.

The carrier reserves all defences and limitations under the Warsaw Convention and the Montreal Convention, whichever may apply to such claims including, but not limited to, the defence of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention, and the exoneration defence of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the carrier shall not invoke Article 22(2) and 22(3) of the Warsaw Convention in a manner inconsistent with paragraph (1) above. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.

Refund of baggage fees

Carrier will refund to the passenger any fees paid for the transportation of the baggage that was delayed, damaged or lost.

Mobility aids

Small Carrier Non-ATPDR

In the event that a mobility aid of a person with a disability is lost or damaged:

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

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;

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 equivalent aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid, subject to the application of the Warsaw or Montreal Convention, whichever is applicable, and any special declaration of interest completed and made with the carrier by the passenger with a disability.

Service dogs and other service animals

If a person with a disability who uses a service dog, other service animal, or makes a reservation for transportation on an international service, the air carrier will advise the person of the option to make a special declaration of interest, under Article

22(2) of the Montreal Convention or under Article 22(2) of the Warsaw Convention, that sets out the monetary value of the animal. The carrier will permit a person with a disability to make the special declaration of interest, at no additional charge to the person, at any time before the service dog, or other service animal carried by the carrier.

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

For all animals other than service animals, the Carrier shall not be liable for any injury, sickness, or death of any pet accepted for transportation. The owner of the pet assumes all responsibility for compliance with all regulations and/or restrictions for carriage of pets. The Carrier is not responsible in the event any pet is refused passage into or through any country, state, province or territory.

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

#### Liability in the case of passenger delay

The carrier shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:

The carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.

Damages occasioned by delay are subject to the terms, limitations and defences set forth in the Warsaw Convention and the Montreal Convention, whichever may apply, in addition to any limitation or defence recognized by a Court with proper jurisdiction over a claim.

The carrier reserves all defences and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply to claims for damage occasioned by delay, including, but not limited to, the exoneration defence of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention. Under the Montreal Convention, the liability of the carrier for damage caused by delay is limited to 5,346 Special Drawing Rights per passenger. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.

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

10. The carrier shall be liable under Article 17 of the Warsaw Convention or the Montreal Convention, whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:

The carrier shall not be able to exclude or limit its liability for damages not exceeding 128,821 Special Drawing Rights for each passenger.



The carrier shall not be liable for damages to the extent that they exceed 128,821 Special Drawing Rights for each passenger if the carrier proves that:

Such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents; or

Such damage was solely due to the negligence or other wrongful act or omission of a third party.

The carrier reserves all other defences and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to such claims including, but not limited to, the exoneration defence of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the carrier shall not invoke Articles 20 and 22(1) of the Warsaw Convention in a manner inconsistent with paragraphs (1) and (2) above.

With respect to third parties, the carrier reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity.

The carrier agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the passenger.

11. In cases of bodily injury or death, the carrier shall make an advance payment where the carrier determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a passenger as provided in the following paragraphs:

Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the carrier shall, without delay, make the advance payment to the passenger in an amount or amounts determined by the carrier in its sole discretion. In the event of death of a passenger, the amount of the advance payment shall not be less than 16,000 Special Drawing Rights, which shall be paid to a representative of the passenger's next of kin eligible to receive such advance payment as determined by the carrier in its sole discretion.

The carrier shall make the advance payment as an advance against the carrier's liability under the Warsaw Convention, or the Montreal Convention, whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the passenger.

The carrier, in making an advance payment, does not waive any rights, defences, or limitations available under the Warsaw Convention, or the Montreal Convention, whichever may apply, to any claim, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.

The carrier, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be a voluntary contribution or contractual payment on the part of the carrier.

12. The carrier may recover an advance payment from any person where it is proven that the carrier is not liable for any damage sustained by the passenger, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.

### C. Time Limitations on Claims and Actions

Subject to applicable laws, an action for damages must be brought within two years 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.

A complaint to the carrier must be made in writing to the general offices of the carrier within seven days from the date of receipt in the case of damage to baggage, and within 21 days from the date on which the baggage has been placed at the passenger's disposal, in the case of delay.

Claims may be subject to proof of amount of loss; passengers may be asked to substantiate their claims.

No action may be maintained for any injury to or for the death of any passenger unless notice of the claim is presented in writing to the general offices of the Carrier alleged to be responsible therefor within ninety (90) days after the alleged occurrence of the events giving rise to the claim, and the claimant must commence the action within one (1) year after such alleged occurrence.

No action may be maintained for any loss of, or any damage to, or any delay in the delivery of any property or baggage, or on any other claim (excepting only personal injury or death) arising out of or in connection with transportation of, or failure to transport any passenger, property, or baggage unless notice of the claim is presented in writing to an office of the Carrier alleged to be responsible therefor forthwith and, at the latest, within seven (7) days from the date of receipt in the case of damage and within twenty-one (21) days after the alleged occurrence of the events giving rise to the claim, and the claimant must commence the action within two (2) years after such alleged occurrence.

To the extent permitted by law, and despite anything in this Tariff, no claims for overcharges are valid and no action may be maintained thereon more than two years after the date of sale of the ticket for the flight in question.

### Notices

The carrier will provide each passenger whose transportation is governed by the Warsaw Convention or the Montreal Convention with the following notice:

#### Advice to International Passengers on Carrier Liability

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that international treaties known as the Montreal Convention, or its predecessor, the Warsaw Convention, including its amendments, may apply to the entire journey, including any portion thereof within a country. For such passengers, the treaty, including special contracts of carriage embodied in applicable tariffs, governs and may limit the liability of the carrier in respect of death or injury to passengers, and for destruction or loss of, or damage to, baggage, and for delay of passengers and baggage.

Mobility aids are considered as baggage for transportation on an international service for purposes of limits of liability. The air carrier will advise the person of the option to make a special declaration of interest, under Article 22(2) of the Montreal Convention or under Article 22(2) of the Warsaw Convention, that sets out the monetary value of the mobility aid and a description of its identifying features.

The carrier will offer at no additional charge to a person with a disability the option to make the special declaration of interest, at any time before the mobility aid is removed by the carrier for storage in the aircraft's baggage compartment.

#### Limitation of liability

The Carrier is not liable for, and the passenger expressly waives any claim for, aggravated, punitive, exemplary, or special damages or for any damages with no sufficient causal link arising from or connected in any way with any act or omission by the Carrier, its employees, or agents, whether or not such act or omission was negligent and whether or not the Carrier had knowledge that such damages might be incurred.

where the Carrier would otherwise be liable in respect of the death or injury of a passenger carried for hire sustained during the operations of flight embarkation or disembarkation or at any time while the passenger is aboard the aircraft, the Carrier will comply with passenger liability insurance and security provisions contained in the Air Transportation Regulations, SOR/88-58, as applicable, provided that this provision shall not apply in respect of any passenger whose condition is such as to involve an unusual risk or hazard in regard to loss or damage which would not have been sustained but for the age or mental or physical condition of such passenger including in the case of a pregnant passenger any injury, illness or disability sustained by an unborn child.

The acceptance for transportation by the Carrier of a passenger whose status, age, or mental or physical condition is such as to involve any unusual hazard or risk to himself, or, in the case of a pregnant passenger, to any unborn child (whether or not the Carrier has knowledge of such status, age, or mental or physical condition) is only upon the condition that

## Rule 125: Refunds†

## General

The passenger must present to the carrier or its authorized agent the unused flight coupons of a ticket, an itinerary/receipt, a record locator, or a reservation number as satisfactory proof that the passenger has unused portions of a ticket which are eligible for refund.

The carrier will make a refund to the person who purchased the ticket.

If, at the time of ticket purchase, the purchaser designates another person to whom the refund shall be made, then the refund will be made to the person so designated. To do so, the purchaser must contact the carrier directly.

In any instance where refunds are appropriate, the carrier will process requests in a timely manner and refund the fare in the original form of payment. The carrier will process refund requests within 15 business days for credit card purchases and within 20 business days for cash or cheque transactions.

## Method used for refund

Pursuant to the APPR, refunds will be paid to the person who purchased the ticket or the additional service, and will be paid using the method used for the original payment, unless:

(a) the carrier has informed the person in writing of the monetary value of the original ticket or additional service, and the availability of a refund by the method used for the original payment;

(b) the refund is offered in another form that does not expire; and,

(c) the person confirms, in writing, that the carrier has informed them of their right to receive the refund by the method used for the original payment and that the person has chosen to receive the refund in another form (e.g. a travel credit).

## Involuntary Refunds

Involuntary refunds for additional services purchased are not subject to any restrictions and the carrier will refund the entire value of the additional service paid.

## Time Limit for requesting a refund:

The passenger must request a refund before the expiration of ticket validity. A refund for goods and services purchased but not used is subject to fare rules.

For a service charge of \$50 CAD / \$50 USD plus applicable taxes, a partially used ticket may be refunded before the expiration of the ticket validity date shown on the ticket subject to fare rules.

For a service charge of \$50 CAD / \$50 USD plus applicable taxes, an unused ticket may be refunded before the expiration of the ticket validity date shown on the ticket subject to fare rules.

If no portion of the ticket has been used, the carrier will refund the full amount of the fare and charges paid, in case of a:

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 125 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.

delay or cancellation - within the carrier's control and within the carrier's control but required for safety purposes (as governed by Rule 91, Delay or cancellation - within the carrier's control and within the carrier's control but required for safety purposes); or, denial of boarding - within the carrier's control and within the carrier's control but required for safety purposes (as governed by Rule 96, Denial of boarding - within the carrier's control and within the carrier's control but required for safety purposes); if a portion of the ticket has been used, the carrier will refund the unused portion of the ticket, prorated based on mileage in the case of a:

delay or cancellation - within the carrier's control and within the carrier's control but required for safety purposes (as governed by Rule 91, Delay or cancellation - within the carrier's control and within the carrier's control but required for safety purposes); or,

denial of boarding - within the carrier's control and within the carrier's control but required for safety purposes (as governed by Rule 96, Denial of boarding - within the carrier's control and within the carrier's control but required for safety purposes); or

the involuntary refund of tickets shall be made in the currency used to issue the ticket. However, Canadian dollar refunds or refunds in another currency, if possible, may be made at the request of the passenger, provided a refund in such currency is not prohibited by local government foreign exchange control regulations.

#### Voluntary Refunds

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

Voluntary refunds will be made only by the carrier 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 based on the fare purchased by the passenger.

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 based on the fare purchased by the passenger.

Voluntary refund of tickets shall be made in the currency used to issue the ticket. However, Canadian dollar refunds or refunds in another currency, if possible, may be made at the request of the passenger, provided a refund in such currency is not prohibited by local government foreign exchange control regulations.

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.

#### Refunds In the Case of Death

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

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 the ticket has been used, the refund will be equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used and will not be subject to any cancellation fee and/or service charge. Refunds will only be made upon presentation of the unused coupon(s) and death certificate, or a copy duly executed by the competent authorities (i.e. those designated to issue a death certificate by the applicable laws of the country concerned), in the country in which the death occurred.

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

#### Jury Duty

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

#### Refusal to Refund

The carrier may refuse to refund the passenger's ticket if that ticket is presented for refund after its validity has expired. For tickets involving international transportation, certain countries limit the amount of time the passenger may stay in a particular country without a visa or other official government documentation granting permission to stay for an extended period of time. As long as the passenger is able to prove that they have received government permission to remain in the country or is departing the country on another carrier or by other means of transport, they shall be provided with a refund for any unused coupon(s).

Rule 126: Group Sales†

Provisions within this rule will supersede, as applicable, the provisions of the following rules:

- RULE 115 – TICKETS
- RULE 40 – RESERVATIONS

Group sales are subject to availability and negotiated fare discounts at the discretion of the carrier.

Deposit

Due 5 business days after seats confirmed. If travel is within 7 days payment is due at time of booking. CAD \$150.00 / USD \$150.00 per passenger, non-refundable and non-transferrable.

Ticketing/Final payment

30 days before departure, 7 days after reservation is made, or at time of booking, whichever is earlier.

Cancellations

If cancelled 3 days prior to departure, value held as future travel credit, expires 6 months from date of issue.

Refunds

Non-refundable once ticketed

Change Fees

CAD\$ 75.00 /USD\$ 75.00 plus taxes per segment plus fare difference if applicable.

Name Changes

CAD\$75.00 / USD\$ 75.00 plus taxes. Cannot be changed on partially used tickets.

Group Size Reduction

Subject to availability and approval by carrier. Pricing will also be subject to change.

Baggage Allowance

One (1) bag up to 50lbs each.

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 126 are effective November 29, 2022 pursuant to Order No. 2021-A-3 of the CTA.