

Kenmore Air Harbor Inc. c/o/b as Kenmore Air,  
Kenmore Air Express  
Transborder Scheduled Services

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**ISSUED BY**  
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Kenmore Air Harbor Inc. c/o/b as Kenmore Air,

**"Event of Force Majeure"** means an event, the cause or causes of which are not attributable to the willful misconduct or gross negligence of the Carrier, including, but not limited to (i) earthquake, flood, hurricane, explosion, fire, storm, epidemic, other acts of God or public enemies, war, national emergency, invasion, insurrection, riots, strikes, picketing, boycott, lockouts or other civil disturbances, (ii) interruption of flying facilities, navigational aids or other services, (iii) any laws, rules, proclamations, regulations, orders, declarations, interruptions or requirements of or interference by any government or governmental agency or official thereof, (iv) inability to procure materials, accessories, equipment or parts from suppliers, mechanical failure to the aircraft or any part thereof, damage, destruction or loss of use of an aircraft, confiscation, nationalization, seizure, detention, theft or hijacking of an aircraft, or (v) any other cause or circumstances whether similar or dissimilar, seen or unforeseen, which the Carrier is unable to overcome by the exercise of reasonable diligence and at a reasonable cost.

**"Fare"** or **"Fare Class"** means the rate charged to a passenger in respect of a particular class of International Service offered by the carrier.

**"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.

**"Goods"** means anything that can be transported by air, including animals, other than in plane-load and baggage.

**"International Service"** means scheduled or non-scheduled air services (excluding Charters) for the transportation of passengers and goods between, from and to points within Canada on the one hand and points outside of Canada on the other hand.

**"Itinerary"** means, a schedule setting forth the name of the relevant passenger(s), the flight, flight number, class of flight, flight times, as well as the Origin and Destination of the flight issued to a passenger on payment of the appropriate rates and charges in respect of that flight.

**"Live Flight"** means the movement of an aircraft with passengers or goods from the point of take-off at the Origin to a point or points of landing thereafter, inclusive of the point of landing at the Destination (immediate technical or fuel landings excepted).





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

**"Routing"** means the carrier(s) and/or the cities and/or class of service and/or type of aircraft via which transportation is provided between two points, as specified in this tariff.

**"Schedule Irregularity"** means any of the following irregularities which occur on the day of departure, but does not include disruptions resulting from labour disturbances and/or strikes:

- (a) delay in scheduled departure or arrival of the carrier's flight resulting in a misconnection, or
- (b) flight cancellation, omission of a scheduled stop, or any delay or interruption in the scheduled operation of the carrier's flights, or
- (c) substitution of equipment, or
- (d) schedule changes which require rerouting a passenger who has not been given notice of the change prior to the passenger's arrival at the airport to check in for the original flight.

**"SDR"** means Special Drawing Rights issued by the International Monetary Fund.

**"Stopover"** means a deliberate interruption of a journey by the passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination.

**"Tariff"** means this tariff of terms and conditions of carriage applicable to the provision of International and ancillary services thereto.

**"Ticket"** means the electronic confirmation, or confirmation number, baggage check and accompanying notices that incorporate this contract of carriage.

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

**"Warsaw Convention"** means the *Convention for the Unification of Certain Rules Relating to International Carriage by Air*, signed at Warsaw, October 12, 1929, as amended, but not including the Montreal Convention as defined above.

## 1.2 Currency

All rates and charges published in this Tariff are published in the lawful currency of Canada. Where payment is made in any currency other than Canadian, such payment shall be the equivalent of the Canadian currency amounts published in this Tariff on the basis of local banker's rates of exchange (for the purchase of such foreign currency), as calculated on the date of signing the Air Transportation Contract. For travel originating in other countries, the rates and charges may be published in another currency, as specified.

## 1.3 Mileage Determination

For the purposes 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:

- (a) Air Distance Manual published jointly by the International Air Transport Association and International Aeradio Limited;
- (b) IATA Mileage Manual published by the International Air Transport Association;
- (c) And/or combination thereof.

## RULE 2. APPLICATION OF TARIFF

### 2.1 Application

This Tariff shall apply to the traffic and transportation of passengers and goods using aircraft operated by the Carrier in respect of:

- (a) An International Service.
- (b) A Cargo Service.
- (c) This tariff contains the conditions of carriage and practices upon which the carrier transports and agrees to transport and are expressly agreed to by the passenger to the same extent as if such rules were included as conditions in the contract of carriage. Transportation is subject to the rules, fares and charges in effect on the date on which such transportation commences at the point of origin designated on the tickets.

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- (d) References to pages, rules, items and notes are continuous and include revisions, supplements thereto and reissues thereof.
- (e) The carrier will be responsible for the furnishing of transportation only over its own lines. When any carrier undertakes to issue a ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier (whether or not such transportation is part of a through service), such carrier will act only as agent for such other carrier and will assume no responsibility for the acts or omissions of such other carrier.
- (f)

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### **RULE 3. FARES, RATES AND CHARGES – PASSENGER**

#### **3.1 International Fares, Rates and Charges**

Current fares, rates and charges are published through the Airline Tariff Publishing Company (ATPCo).

#### **3.2 Payment Terms**

All reservations must be paid in full at time of booking in order to secure space. Courtesy holds are not allowed.

#### **3.3 Passenger Cancellation, Change and Refund Terms**

Passengers may make changes or cancellations to a flight subject to the specific provisions of the fare class booked.

#### **3.4 Carrier Cancellation, Change and Refund Terms**

The Carrier reserves the right to cancel or change the planned departure, schedule, route, aircraft or stopping places of any flight for which fares in respect of an International Service have been paid, without notice to any passengers affected thereby and, in connection therewith, the Carrier shall not be liable to any passenger in respect of such cancellation or change, whether or not resulting from an Event of Force Majeure; provided that, the Carrier may and reserves the right, at its sole discretion, to provide any passengers affected by such cancellation or change with:

- (a) a credit, valid for one year from the cancellation date, towards the provision of a fare relating to a future flight or flights if booked as a round trip and the originating sector is cancelled, which credit shall be equal to the original fare(s) which was/were canceled; or
- (b) to otherwise refund to such passenger, an amount which shall not be greater than the fare paid by that passenger in respect of that flight or flights if booked as a round trip and the originating sector is cancelled.

### **RULE 4. RATES AND CHARGES – CARGO**

Kenmore Air does not offer public cargo service to any destination in Canada, with the exception of emergency boat parts in accordance with terms of a U.S. vessel in distress.

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**RULE 5. PASSPORTS AND VISAS**

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(b) such passenger's entry into, transit through or embarkation from Canada or any other point would be unlawful.

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

A. Examples of Prohibited Conduct that could give rise to the imposition of sanctions include:

- i. significant impairment arising from the consumption or use of alcohol or drugs prior to boarding or while on board an aircraft of the Carrier;
- ii. engaging in belligerent, lewd or obscene behaviour toward a passenger or employee or agent of the Carrier;
- iii. threatening, harassing, intimidating, assaulting or injuring a passenger or employee or agent of the Carrier;
- iv. tampering with or willfully damaging an aircraft, its equipment or other property of the Carrier;
- v. failing to comply with all instructions, including all instructions to cease Prohibited Conduct, given by the Carrier's employees;
- vi. unauthorized intrusion or attempted intrusion onto the flight deck of an aircraft;
- vii. smoking or attempted smoking in an aircraft;
- viii. wearing or carrying dangerous or deadly weapons on aircraft (other than on duty escort or peace officers who have complied with the



- normally exceed one year;
- v. refusal to transport the person on a one time basis, for an indefinite period or permanently, as determined by the Carrier.

The Carrier reserves the right, in its reasonable discretion, to impose the sanction or sanctions it considers appropriate in the circumstances of each case considering the severity of the Prohibited Conduct. Prohibited Conduct described in paragraphs A. iii., iv., vi., or viii. will usually entail the imposition of an indefinite or permanent ban from travel with the Carrier. The Carrier's customer care staff, security staff, airport customer service staff and aircrew are individually authorized in their reasonable discretion to impose sanctions described in paragraphs B. i., ii., or iii. above. Members of the Carrier's customer care and security departments are authorized in their reasonable discretion to impose sanctions described in paragraphs B. iv. or v. above and will review the circumstances of each case prior to their imposition of any such sanctions. The Carrier will provide a person with written notice of the imposition of a sanction under paragraphs B. iv. or v. above.

Any person who is given a sanction pursuant to paragraph B. v. may respond in writing to the Carrier with reasons why the Carrier should remove the sanction. The Carrier may remove a sanction imposed on a person pursuant to paragraph B. v., if, in the Carrier's reasonable discretion, and considering the person's previous conduct, the Carrier determines that the person will not engage in further Prohibited Conduct and the Carrier will communicate its decision to the person within a reasonable time.

Despite anything written elsewhere in this tariff the Carrier's sole liability to a person whom the Carrier refuses to carry following an incident of Prohibited Conduct is to provide a refund to the person of the unused portion or portions of the person's fare.

C. Liability of Carrier for Refusing Carriage of a Passenger:

Except as otherwise provided for in this Rule and to the extent permitted by law, the Carrier shall not be liable to any passenger or other person for refusing to board or transport that passenger or any person on an aircraft of the Carrier or for otherwise removing a passenger from the aircraft at any point in the flight; nor shall the Carrier be liable to any of the passengers or other person for exercising its discretion not to refuse to board or transport or remove any passenger or other person on or from the aircraft.

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#### **RULE 10. ACCEPTANCE OF CHILDREN**

- (a) **Accompanied** – Children under 12 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least 12 years of age.
- (b) **Unaccompanied** – Ages 8 to 11 inclusive will be carried unaccompanied on flights providing: the child is brought to the airport by a parent or responsible adult; the child has satisfactory evidence establishing his/her age on the date of commencement of carriage; the child possesses written information showing the name and address of the responsible adult meeting the child at destination; and prior to releasing custody of an unaccompanied child, the agent will obtain positive identification of the responsible party meeting the child and the signature of the said party.
- (c) The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

#### **RULE 11. LIMITATION OF LIABILITY - PASSENGERS**

##### **For travel governed by the Montreal Convention**

For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

##### **For travel governed by the Warsaw Convention**

Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not "international carriage", as defined by the Warsaw Convention. However, the carrier with respect to all international transportation, as defined in the said Convention, performed by it, agrees that the limit of liability for each passenger for death or wounding or other personal injury shall be limited to proven damages not to exceed the sum of SDR 100,000 exclusive of legal fees and cost.

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liability is limited shall be only the total weight of the property lost, damaged or delayed. Nevertheless, when the loss, damage or delay of a part of the property affects the value of other property covered by the same baggage check, the total weight of the property covered by the baggage check shall also be taken into consideration in determining the limit of liability.

The monetary unit referred to in this Rule shall be deemed to refer to the gold franc referred to in the *Carriage by Air Act*, R.S. c. C-26. For the purpose of settlement of claims and in the event of an action against the carrier, any sum in francs shall be converted into Canadian dollars by:

- (a) converting francs into Special Drawing Rights at the rate of one Special Drawing Right for 15,075 francs; and
- (b) converting Special Drawing Rights into Ca

Whether the passenger or charterer declares value or not, in no case shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.

In the case of damage or partial loss, the person entitled to delivery must complain to the carrier forthwith after discovery of the damage or partial loss, and, at the latest, within seven days from the date of receipt of the baggage. In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the baggage has been placed at his disposal. In the case of loss, the complaint must be made at the latest within 21 days from the date the baggage should have been delivered. Every complaint, whether for loss, partial loss, damage or delay, must be made in writing and must be dispatched within the times aforesaid. Failing complaint within the times aforesaid, no action shall lie against the carrier.

### **RULE 13. LIMITATION OF LIABILITY FOR SERVICE ANIMALS**

Should injury to 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, for medical care, or, replacement of the animal.

### **RULE 14. EXEMPTION FROM LIABILITY**

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## SECTION II. TICKETS

### RULE 15. TICKETS

- (a) The term ticket means the electronic confirmation generated by the carrier's central reservations system, or confirmation number, baggage check, boarding passes and any document designated by the carrier as a ticket and accompanying notices that incorporate this contract of carriage.
- (b) No person shall be entitled to transportation except upon presentation of a valid ticket, or a confirmation number and acceptable identification.
- (c) Tickets are not transferable and the carrier is not liable to the owner of the ticket for honouring or refunding such ticket when presented by another person.

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### **SECTION III. RESERVATIONS**

#### **RULE 16. CONFIRMATION OF RESERVED SPACE**

A reservation of space on a given flight is valid when the availability and allocation of such space is confirmed by the carrier to a person subject to payment or other satisfactory credit arrangements. A passenger with a valid confirmation number reflecting reservations for a specific flight and date on the carrier is considered confirmed, unless the reservation was cancelled due to one of the reasons indicated in Rule 14. The carrier does not guarantee to provide any particular seat on the aircraft.

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## SECTION IV. FARES AND ROUTINGS

### RULE 17. APPLICATION OF FARES AND ROUTINGS

(a) **General**

The price of transportation shall be disclosed at the time of confirmation, however fares are subject to change without notice.

(b) **Currency**

All fares and charges are stated in the currency of the country from which the passenger will initiate travel.

(c) **Fare Changes**

The carrier's fares are changed from time to time, subject to the applicable government filing requirements for the countries involved.

(d) **Connecting Flights**

When an area is served by more than one airport and a passenger arrives at one airport and departs from another airport, transportation between those airports must be arranged by and at the expense of the passenger.

(e)



**SECTION V. BAGGAGE AND CARGO**

**RULE 18. ACCEPTANCE OF BAGGAGE AND CARGO**

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- o An additional allowance of up to 20 lbs for additional hand-carry items (purses, brief cases, camera bags, etc.) is allowed on Kenmore Air Express (wheeled) flights.

In addition to the checked item permitted as free baggage allowance, and providing space limits permit, each customer may carry on board any of the following personal items:

- o One small personal item weighing under 2 lbs, such as a small camera or book.
- o A cane, walking stick, crutches and/or braces or other assistive devices.
- o An FAA approved child seat for a child with a seat reservation.
- o A small, folding "umbrella-style" stroller.

**Baggage Allowance for a Child (ages 2 to 11) and a Lap Child (under the age of 2)**

A child paying the applicable fare has the same baggage allowance as an adult passenger.

A lap child traveling as an "infant" (under the age of 2) as defined by the fares and tariffs section, is not allocated any baggage allowance in addition to that allocated to the accompanying adult passenger.

**Excess Baggage, Oversize/Overweight and Embargos**

Excess baggage in addition to the bag allowance above is carried on a standby basis as "excess baggage". Excess baggage includes:

- o Any bag that weighs more than 24 lbs (on seaplanes) or 50 lbs (on wheeled airplanes).
- o Any bag that exceeds the linear dimensions for either seaplane flights or wheeled flights.
- o Excess baggage will be subject to additional charges.
- o All excess baggage is carried on a space available basis.
- o Excess baggage that does not make your flight cannot be shipped as cargo on international routes. Storage fees and/or shipping fees will apply.

**Golf Equipment**

On Kenmore Air Express (wheeled) flight routes, one golf bag will be accepted in lieu of one checked bag under the free baggage allowance. The golfing equipment may exceed the linear inch constraints of free bag allowance so long as it is of typical size (@ 76 linear inches) and fits onboard the aircraft. Depending upon the nature of the bag and other checked baggage for the flight, the customer may be

**Limits of Liability for Baggage Including Fragile or Perishable Goods**

Except to the extent the Warsaw or Montreal Conventions or other applicable laws may otherwise require, the following provisions apply:

**Checked and Unchecked Baggage**

Kenmore Air assumes no responsibility or liability for loss or damage to checked, unchecked, hand-carry baggage, or personal wing items (e.g. those carried by the customer to the aircraft and stored in the wing locker prior to boarding), unless the loss or damage was caused by the sole negligence or willful misconduct of Kenmore Air.

**Fragile, Valuable and Items not Suitable for Transport**

Kenmore Air assumes no responsibility for loss, damage or delayed delivery of baggage not acceptable for transport. Kenmore Air assumes no liability for fragile, valuable or perishable articles. Kenmore Air is not liable for antiques, artifacts,

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**Strollers**

Most strollers do not fit in our small aircraft. Specifically "jogging strollers" and other space consuming devices. Please consult with a Reservations Agent for assistance.

**Infant (Lap Child) Car Seat**

One FAA-approved infant car seat per passenger may be accepted as additional baggage or for use in the aircraft cabin (depending on seat reservations). Infant seats accepted for use onboard must have a harness

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## **RULE 21. DENIED BOARDING COMPENSATION**

If a passenger has been denied a reserved seat, in case of an oversold flight, the Carrier will:

- (a) refund the total fare paid for each unused segment; or
- (b) arrange to provide reasonable alternate transportation on its own services.

If the Carrier is unable to provide reasonable alternate transportation on its own services, the Carrier will try to arrange transportation on the services of another carrier or combination of carriers on a confirmed basis in the same comparable, or lower booking code.

### **Volunteers and Boarding Priorities**

If a flight is oversold (more passengers hold confirmed reservations than there are seats available), no one may be denied boarding against his/her will until airline personnel first ask for volunteers who will give up their reservations willingly, in exchange for a payment of Carrier's choosing. If there are not enough volunteers, other passengers may be denied boarding involuntarily, in accordance with the following boarding priority of Carrier:

The last passenger to arrive at the ticket lift point will be the first to be denied boarding, except:

- passengers traveling due to death or illness of a member of the passengers' family, or,
- aged passengers, or
- unaccompanied children, or
- passengers with disability.

### **Compensation for Involuntary Denied Boarding**

If you are denied boarding involuntarily, you are entitled to a payment of "denied boarding compensation" from Carrier unless:

- you have not fully complied with Carrier's ticketing, check-in and reconfirmation requirements, or you are not acceptable for transportation under the Carrier's usual rule and practices; or
- you are denied boarding because the flight is cancelled; or
- you are denied boarding because a smaller capacity aircraft was substituted for safety or operational reasons; or

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you are offered accommodations in a section of the aircraft other than specified in your ticket, at no extra charge, (a passenger seated in a section for which a lower fare is charge must be given an appropriate refund); or  
Carrier is able to place you on another flight or flights that are planned to reach your final destination within one hour of the scheduled arrival of your original flight.

### **Amount of Denied Boarding Compensation**

Passengers who are eligible for denied boarding compensation must be offered a payment equal to the sum of the fare values of their ticket coupons. The "value" of a ticket coupon is the one-way fare for the flight shown on the coupon, including any surcharge and air transportation tax, minus any applicable discounts.

"Alternate transportation" is air transportation (by an airline licensed by Canada or another appropriate country) or transportation used by the passenger which, at the time f 0.0892 Tw originU.S. poi\* (,portation Bith16527to rea-J9 0..1 pa)Tj 0.00088 Tw -15ereritTj eed butpogh

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**RULE 22. CHECK-IN REQUIREMENTS**

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**SCHEDULE "A"**

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