

Air Borealis

CTA(A) No. 3

Air Borealis Limited Partnership, by its General Partner
Air Borealis Inc., carrying on business as Air Borealis

Tariff containing rules applicable to scheduled services for the transportation of passengers and their baggage between Points in Canada

Issue date:
JUNE 29, 2023

Effective Date:
JUNE 30, 2023

Issued by:
Wade Fleet
Vice-President Operations
Air Borealis Ltd.
P.O Box 1101 Stn C
Goose Bay, Labrador
Wade.fleet@airborealis.ca



Amendment Record

Amendment #	Amendment Date	In Effect
ORIGINAL	JUNE 29, 2023	JUNE 30, 2023

List of Effective Pages

Page	Revision	Effective Date
1	Original	June 30, 2023
2	Original	June 30, 2023
3	Original	June 30, 2023
4	Original	June 30, 2023
5	Original	June 30, 2023
6	Original	June 30, 2023
7	Original	June 30, 2023
8	Original	June 30, 2023
9	Original	June 30, 2023
10	Original	June 30, 2023
11	Original	June 30, 2023
12	Original	June 30, 2023
13	Original	June 30, 2023
14	Original	June 30, 2023
15	Original	June 30, 2023
16	Original	June 30, 2023
17	Original	June 30, 2023
18	Original	June 30, 2023
19	Original	June 30, 2023
20	Original	June 30, 2023
21	Original	June 30, 2023
22	Original	June 30, 2023
23	Original	June 30, 2023
24	Original	June 30, 2023
25	Original	June 30, 2023
26	Original	June 30, 2023
27	Original	June 30, 2023
28	Original	June 30, 2023
29	Original	June 30, 2023
30	Original	June 30, 2023
31	Original	June 30, 2023
32	Original	June 30, 2023
33	Original	June 30, 2023
34	Original	June 30, 2023
35	Original	June 30, 2023
36	Original	June 30, 2023
37	Original	June 30, 2023
38	Original	June 30, 2023
39	Original	June 30, 2023
40	Original	June 30, 2023

Page	Revision	Effective Date
41	Original	June 30, 2023
42	Original	June 30, 2023
43	Original	June 30, 2023
44	Original	June 30, 2023
45	Original	June 30, 2023
46	Original	June 30, 2023
47	Original	June 30, 2023
48	Original	June 30, 2023
49	Original	June 30, 2023
50	Original	June 30, 2023
51	Original	June 30, 2023
52	Original	June 30, 2023
53	Original	June 30, 2023
54	Original	June 30, 2023
55	Original	June 30, 2023
56	Original	June 30, 2023
57	Original	June 30, 2023
58	Original	June 30, 2023
59	Original	June 30, 2023
60	Original	June 30, 2023
61	Original	June 30, 2023
62	Original	June 30, 2023
63	Original	June 30, 2023
64	Original	June 30, 2023
65	Original	June 30, 2023
66	Original	June 30, 2023
67	Original	June 30, 2023
68	Original	June 30, 2023
69	Original	June 30, 2023
70	Original	June 30, 2023
71	Original	June 30, 2023
72	Original	June 30, 2023
73	Original	June 30, 2023
74	Original	June 30, 2023
75	Original	June 30, 2023
76	Original	June 30, 2023
77	Original	June 30, 2023
78	Original	June 30, 2023
79	Original	June 30, 2023
80	Original	June 30, 2023

Table of contents

Part I – General tariff information	9
Part I – General tariff information	10
Explanation of abbreviations, reference marks and symbols	10
Rule 1: Definitions	11
Rule 5: Application of tariff	17
(A) General	17
(B) Liability under the applicable tariff	17
(C) Overriding law/severability	18
(D) Gratuitous carriage	18
(E) Passenger recourse	18
(F) Modification and waiver	18
(G) Self identification – Small carrier	18
Part II – Before departure	19
Rule 10: Application of fares and charges	20
(A) General	20
(B) Fares in effect & Fare rules	20
(C) Routing.....	21
(D) Taxes, charges and currency of fares	21
Rule 15: Taxes.....	22
(A) General	22
Rule 20: Methods of payment	23
Rule 40: Reservations	24
(A) General	24
(B) Cancellation of reservations	24
(C) Passenger’s responsibility	25
(D) Failure to occupy seat	25
(E) Check-in time limits.....	26
Rule 41: Seat assignment for passengers including the seating of children under the age of 14 years	27
(A) Applicability	27
(B) Seat assignment.....	27
(C) Assignment of seats to accompanied children under the age of 14 years....	27
(D) Proximity to accompanying person's seat.....	28

Rule 45: Stopovers	29
Rule 50: Routings	30
(A) Application	30
Rule 54: Interline baggage acceptance	31
Definitions	31
(A) Applicability	33
(B) General	33
(C) Baggage rule determination by selecting carrier	33
(D) Baggage rule application by participating carrier	34
(E) Disclosure of baggage rules.....	34
Rule 55: Baggage acceptance	36
(A) Applicability	36
(B) General conditions of acceptance of checked and unchecked baggage	36
(C) Collection and delivery of baggage	38
(D) Excess baggage.....	38
(E) Excess value declaration charge.....	39
(F) Items unacceptable as baggage.....	40
(G) Right to refuse carriage of baggage	41
(H) Right of search	41
Rule 56: Acceptance of musical instruments as baggage.....	42
(A) Applicability	42
(B) Musical instruments as sky check or checked baggage only	42
Part III – At the airport/ during travel	43
Rule 60: Acceptance of children for travel	44
(A) General	44
(B) Acceptance of infants and children	45
(C) Documentation	45
(D) Unaccompanied minors	45
Rule 65: Unaccompanied minors (UM).....	46
(A) General	46
(B) Travel Restrictions	46
(C) Fares and charges	46
(D) Conditions of application for unaccompanied travel	46
(E) Carrier’s responsibility.....	47
Rule 71: Carriage of persons with disabilities – Small Carrier Non-ATPDR operating aircraft with 29 or less passenger seats	48

(A) Application.....	48
(B) Acceptance for carriage	48
(C) Reservations – information about services and seating assignments	48
(D) Confirmation of services and communication of information	49
(E) Services for which no advance notice is required	49
(F) Services for which advance notice is required	49
(G) Acceptance of mobility aids and other assistive devices	51
(H) Passengers traveling with Oxygen.....	51
(I) Acceptance of service animals	54
(J) Acceptance of speciality animals	55
(K) Carriage of emotional support animals.....	56
Rule 75: Carriage of animals (pets and search and rescue dogs).....	57
(A) Application.....	57
(B) General	57
(C) Search and rescue dogs.....	57
(D) Animals (Pets)	57
Rule 85: Ground transfer services.....	60
(A) Applicability	60
Rule 90: Schedule irregularities and disruptions (delays and cancellations) ..	61
(A) Applicability	61
(B) General	61
(C) Categories of flight disruptions	61
(D) Communication with passengers	63
(E) Passenger Options – Re-routing or Refund	64
(F) Standards of treatment.....	65
(G) Compensation.....	66
Rule 92: Tarmac delay	67
(A) Tarmac delay (over 3 hours) carrier obligations	67
Rule 95: Denied Boarding and Overbooking.....	69
(A) Applicability	69
(B) Categories of denied boarding.....	69
(C) Request for volunteer	70
(D) Boarding priority	71
(E) Transportation for passengers denied boarding	72
(F) Compensation for passengers involuntarily denied boarding.....	73
Rule 97 – Communication of information – cancellation, delay, tarmac delay, or denial	76
Rule 105: Refusal to transport.....	77

(A) Applicability	77
(B) Refusal to transport – removal of passenger	77
(C) Passenger’s conduct – refusal to transport – prohibited conduct and sanctions	79
(D) Recourse of the passenger/limitation of liability	81
Rule 115: Tickets	83
(A) General	83
(B) Validity for carriage	83
(C) Extension of ticket validity	84
(D) Waiver minimum/maximum stay provision	85
(E) Upgrading (changing from a lower to a higher fare ticket)	86
(F) Transferability/non-transferability	87
(G) Prohibited Practices	87
(H) Invalidated Tickets	87
Part IV – After travel	89
Rule 120: Liability of Air Borealis for loss, damage to or delay of baggage, passenger delay or death or bodily injury	90
(A) Successive carriers	90
(B) Laws and provisions applicable	90
(C) Time limitations on claims and actions	94
Rule 125: Refunds	96
(A) General	96
(B) Involuntary refunds	96
(C) Voluntary refunds	98
(D) Time limit for requesting a refund	98
(E) Refunds in the case of death	98
(F) Jury duty	99
(G) Refusal to refund	99
Appendix A: Base Point and Designators	100
Appendix B: Air Borealis Aircraft Type & Bases	101
Appendix C: Discounted Fares	102
Appendix D: Freedom Fare Classes	104

Part I – General tariff information



Part I – 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	<i>Air Passenger Protection Regulations</i>
ATPDR	<i>Accessible Transportation for Persons with Disabilities Regulations</i>
CAD	Canadian dollar(s)
CTA	Canadian Transportation Agency also referred to as the "Agency"
N/A	Not applicable
No.	Number

Rule 1: Definitions

"**Agency**" means the Canadian Transportation Agency.

"**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*.

"**ATR**" means the *Air Transportation Regulations*.

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

"**baggage identification tag**" means a document issued by Air Borealis 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 Air Borealis 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.

"**boarding area**" means the point where the passenger's flight coupons are lifted and kept by Air Borealis or the point where Air Borealis 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 Air Borealis 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 Air Borealis by which the passenger must be present at the designated boarding area of their flight.

"**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.

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

"**Carrier**" means: Air Borealis Limited Partnership, by its General Partner Air Borealis Inc., carrying on business as Air Borealis

"**checked baggage**" means baggage of which Air Borealis takes sole custody and for which Air Borealis issues a baggage identification tag.

“check-in deadline” is the time limit specified by Air Borealis 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.

“conjunction ticket” means a ticket issued to a passenger concurrently with another ticket(s) which together constitute a single contract of carriage.

“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 Air Borealis 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.

“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.

“domestic transportation” means air transportation between points in Canada, from and to the same point in Canada or between points in Canada and a point outside Canada that is not in the territory of another country.

“emotional support animal” means a dog 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. Air Borealis no longer accepts emotional support animals in the cabin.

“flight coupon” means that portion of the ticket which is either held electronically in Air Borealis 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.

“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.

“gratuitous carriage” means air transportation of passengers, goods or animals for no reward.

“involuntary refunds” means any refund of an unused ticket or portion thereof or an unused miscellaneous charges order required as a result of the carrier cancelling a flight, failing to operate a flight according to schedule, failing to stop at a point to which the passenger is destined or is ticketed to stop over, or causing the passenger to miss a connecting flight, being unable to provide previously confirmed space, substituting a different type of equipment or class of service

or where, because of safety or legal requirements or the condition or conduct of the passenger, carriage is refused.

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

“minor” means a person who has not reached their 17th birthday on the date that travel commences.

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

“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.

“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 Air Borealis reservation system, a boarding pass being issued and the passenger meeting all carrier-imposed restrictions.

“origin” means the initial starting place of the journey as shown on the ticket.

“passenger” means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Air Borealis pursuant to a valid contract of carriage.

“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.

“refusal to transport” means, despite a passenger holding a valid ticket/itinerary, Air Borealis 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.

“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.

“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 Air Borealis, or beyond that which applicable rules or regulations require Air Borealis 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.

“service dog” means a dog that has been individually trained by an organization or person specializing in service dog training to perform a task to assist a person with a disability with a need related to their disability.

“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.

“situations outside Air Borealis 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 Air Borealis 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.

"**Small Carrier Non-ATPDR**" means any carrier that is not a Large Carrier ATPDR (means Air Borealis, aircraft less than 29 seats).

"**special fare**" means any fare other than a normal fare.

"**speciality animals**" are defined as dogs that are not providing a service to a person with a disability, but are trained to perform professional functions. A registered certificate is required as proof that the dog is trained.

"**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 Air Borealis 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.

"**ticket**" means either a paper or electronic document issued by or on behalf of Air Borealis which includes the passenger's flight details. 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, Air Borealis 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.

"**unchecked baggage**" means any baggage (carry-on) accompanying the passenger other than checked baggage.

“voluntary refunds” means a refund of an unused or partially used ticket or an unused 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 the provision of incidental services such as meals, ground transportation, and hotel accommodation.

Rule 5: Application of tariff**(A) General**

- 1) This tariff shall apply to carriage of passengers and their accompanying baggage, using aircraft operated by Air Borealis, within Canada.
- 2) When Air Borealis 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), Air Borealis acts only as agent for such other carrier and the tariff of that other carrier will apply.
- 3) 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.
- 4) 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.
- 5) The contents of this tariff constitute the contract between Air Borealis and the passenger. Should there be a conflict between this tariff and any other document issued or posted by Air Borealis, this tariff will prevail.
- 6) Air Borealis' 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.

(B) Liability under the applicable tariff

Under the provisions of the APPR, carriers will be subject to the same rules and liability limits as found in the Montreal Convention for lost, delayed and damaged baggage (see Rule 120, Liability - domestic transportation).

Carrier liability under the APPR:

- (a) Air Borealis 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.
- (b) However, if one carrier carries passengers on behalf of another carrier under a commercial agreement, Air Borealis are jointly and severally, or solidarily, liable to those 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.

(C) 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.

(D) Gratuitous carriage

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

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

(F) Modification and waiver

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

(G) Self identification – Small carrier**APPR**

For the purposes of establishing obligations toward passengers under the APPR, Air Borealis declares that it is a **Small Carrier APPR**.

Accessibility for persons with disabilities

For the purposes of establishing obligations toward passengers with disabilities under the ATPDR or otherwise, Air Borealis declares that it is a Small Carrier Non-ATPDR operating aircraft with 29 or less passenger seats.

Part II – Before departure



Part II – Before departure

Rule 10: Application of fares and charges

(A) General

Applicable fares are those published by or on behalf of Air Borealis or, if not published, constructed in accordance with Air Borealis tariff. Air Borealis fares are filed with ATPCO (Airline Tariff Publishing Company).

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.

(B) Fares in effect & Fare rules

- 1) Subject to government requirements and this tariff:
 - a) The applicable fare is the fare in effect on the date of the ticket issuance.
 - b) No increase in fares and charges will be collected or more restrictive conditions of carriage (including those related to baggage) applied in the event that an increase in fares and charges occurs or more restrictive conditions are imposed between the date of ticket issuance and the date of travel, provided:
 - The ticket is issued with confirmed reservations from a point of origin at fares and charges applicable on the date of ticket issuance for the date of commencement of travel; and,
 - The confirmed ticketed reservations are not changed at the passenger's request. Should the passenger request a change to the ticketed reservations then the passenger will be obliged to pay the difference in the fares or be subject to the more restrictive conditions imposed as a result of the change; and
 - Sale occurs and the ticket is issued in Canada.
 - c) If, after a ticket has been issued, a decrease in fares and charges applicable to the transportation covered by the ticket becomes effective, no refund in whole or in part of the original fare will be permitted unless otherwise specified in the applicable fare rule associated with the fare.

Detailed fare rules:

	FREEDOM
FREE Checked Baggage	√ 2 free bags
Refundable	√ (cancel at least 24 hrs prior to flight for refund. Travel credit applies outside of this timeframe)
Name changes permitted	√ \$100 plus taxes
Changes to ticket	√ \$100 plus tax change fee, plus cost of difference in fare

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

**** Failure to show up for a flight booked in any fare class, will result in all fares, fees, surcharges, and taxes being forfeited.**

(C) Routing

Fares apply only to the 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, Air Borealis may determine the routing.

(D) Taxes, charges and currency of fares

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 the published fares and charges and will be payable by the passenger, except as otherwise provided in Air Borealis tariff. All fares and charges are stated in Canadian dollars.

Rule 15: Taxes**(A) General**

- 1) Taxes imposed by governments are payable by the passenger and are in addition to the published or constructed fare.
- 2) At the time of the ticket purchase, the passenger will be advised by Air Borealis of all the taxes appearing on the ticket.
- 3) Taxes will be shown separately on the ticket.
- 4) The conditions under which taxes are imposed, collected or refunded are established by the taxing authority and in all cases will be respected. As a result, Air Borealis will either collect new or higher amounts or refund all or a portion of the tax paid based on the conditions imposed by the taxing authority.

Rule 20: Methods of payment

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

- 1) Credit card, where facilities permit
- 2) Bank debit card, where facilities permit
- 3) Money orders
- 4) MCOs (miscellaneous charges order)
- 5) Travel Vouchers / travel credits issued by Air Borealis
- 6) Redeemable travel points or travel miles as applicable

Rule 40: Reservations

(A) General

- 1) A reservation for space on a specific flight is valid when the availability and allocation of the space is entered into Air Borealis reservation system, a confirmation number/code is obtained from Air Borealis, which authenticates the reservation, the passenger has paid the appropriate fare, and a ticket has been issued for that space.
- 2) Air Borealis 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 Air Borealis or agent of Air Borealis 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.
- 3) On any specific flight, Air Borealis 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 Air Borealis shall make available on a specific flight will be determined by Air Borealis best judgment as to the anticipated total number of passengers on each flight.
- 4) 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 Air Borealis 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.
- 5) 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.
- 6) For more specific provisions related to the assignment of seats on-board an aircraft for persons with disabilities, see Rules 70 & 71.
- 7) Air Borealis will not accept a reservation for a child under 5 years of age who will be travelling alone, irrespective of whether the child's parent or guardian wishes to use Air Borealis unaccompanied minors (UM) service for their child to travel alone.

(B) Cancellation of reservations

- 1) Air Borealis may cancel reservations of any passenger:
 - (a) If circumstances require due to situations within Air Borealis control as defined in Rule 1, Definitions and applied in Rule 90, Delays or cancellation- within Air Borealis control and within Air Borealis control but required for safety purposes or Rule 95, Denial of boarding – within Air Borealis control and within Air Borealis control but required for safety purposes;

- (b) 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 Air Borealis control or Rule 95, Denial of boarding – outside Air Borealis control;
 - (c) If circumstances require due to any situation identified in and applied in Rule 105, Refusal to transport; or,
 - (d) When the passenger has failed to meet check-in or boarding gate requirements set out in paragraph (E) below.
- 2) If Air Borealis 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 90, Delays or cancellation – within Air Borealis control and within Air Borealis control but required for safety purposes or Rule 95, Denial of boarding – within Air Borealis control and within Air Borealis control but required for safety purposes.
 - 3) If Air Borealis 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 Air Borealis control or Rule 95 Denial of boarding – outside Air Borealis control.
 - 4) If Air Borealis cancels a passenger's reservation due to (B)(1)(c), the passengers will be treated in accordance with the provisions of Rule 105, Refusal to transport.

(C) Passenger's responsibility

- 1) 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.
- 2) The passenger should provide Air Borealis with their preferred means of communication from among means offered by Air Borealis (for example, email address and/or telephone numbers) when Air Borealis solicits point of contact information from the passenger in case Air Borealis must communicate with the passenger prior to their departure or at any point during the passenger's itinerary. Air Borealis 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 him/her and Air Borealis is not notified of the cancellation of such reservation up to check-in cut-off, Air Borealis will cancel all continuing or return reservations held by the passenger and will not be liable for doing so other than to refund the passenger's ticket in accordance with the applicable fare rule and Rule 125 - Refunds.

(E) Check-in time limits

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

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

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

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

If the passenger fails to meet either the check-in/baggage drop off deadline or the boarding gate deadline specified in the above chart, Air Borealis may reassign any pre-reserved seat and/or cancel the reservation of the passenger and Air Borealis may not be able to transport the passenger's baggage.

Rule 41: Seat assignment for passengers including the seating of children under the age of 14 years

(A) Applicability

- 1) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or have purchased.
- 2) Unaccompanied children will be carried pursuant to the provisions of Rule 65, Unaccompanied minors.
- 3) Air Borealis will not accept a reservation for a child under 5 years of age who will be travelling alone, irrespective of whether the child's parent or guardian wishes to use Air Borealis unaccompanied minors (UM) service for their child to travel alone.

(B) Seat assignment

Air Borealis does not guarantee the assignment of any particular space on the aircraft.

(C) 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), Air Borealis will, at no additional charge:

- (a) assign a seat before check-in to the child that is in close proximity to the accompanying person, or
- (b) if Air Borealis does not assign seats prior to check-in, in accordance with paragraph (a), Air Borealis will:
 - advise passengers before check-in that Air Borealis 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, Air Borealis 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, Air Borealis will ask again for volunteers on-board the aircraft to change seats before take-off.

(D) Proximity to accompanying person's seat

Air Borealis 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:

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

Rule 45: Stopovers

Stopovers will be permitted under the following conditions:

- (a) Stopovers must be arranged with Air Borealis in advance and specified on the ticket.
- (b) Specific fare rules may not permit stopovers or limit the number of stopovers allowed or there may be an additional charge for stopovers based on the fare purchased by the passenger. Refer to the rule applicable to the fare in question for further information.
- (c) If a portion of a journey is travelled by surface transportation, a stopover will be deemed to have taken place for such transportation.

Rule 50: Routings**(A) Application**

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

Rule 54: Interline baggage acceptance

Definitions

"airline designator code" 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 Air Borealis that is marketing the flight, which might be different from Air Borealis operating the flight.

"baggage rules" means the conditions associated with the acceptance of baggage, services incidental to the transportation of baggage, allowances and all related charges. For example, baggage rules may address the following topics:

- The maximum weight and dimensions of passenger bags, if applicable, both checked and unchecked;
- The number of checked and unchecked passenger bags that can be transported and the applicable charges;
- Excess and oversized baggage charges;
- Charges related to check-in, collection and delivery of checked baggage;
- Acceptance of and charges related to special items, e.g. surf boards, pets, bicycles;
- Baggage provisions related to prohibited or unacceptable items, including embargoes;
- Terms or conditions that would alter or impact the baggage allowances and charges applicable to passengers (e.g. frequent flyer status, early check-in, pre-purchasing baggage allowances with a particular credit card); and,
- Other rules governing treatment of baggage at stopover points, including passengers subject to special baggage allowances or charges.

"down line carrier" means any carrier, other than the selecting carrier, that is identified as providing interline transportation to the passenger by virtue of the passenger's ticket.

"interline agreement" means an agreement between two or more carriers to co-ordinate the transportation of passengers and their baggage from the flight of one air carrier to the flight of another air carrier (through to the next point of stopover).

"interline itinerary" means all flights reflected on a single ticket involving multiple air carriers. Only travel on a single ticket is subject to the Agency's [Decision No. 144-A-2014](#) related to [Interline Baggage Rules for Canada](#) provided the origin or the ultimate ticketed destination is a point in Canada.

"interline travel" means travel involving multiple air carriers listed on a single ticket that is purchased via a single transaction.

"marketing carrier" means Air Borealis that sells flights under its code.

"most significant carrier (MSC)" is determined by a methodology, established by IATA (Resolution 302), which establishes, for each portion of a passenger's itinerary where baggage is checked through to a new stopover point, which carrier will be performing the most significant part of the service. For travelers under the Resolution 302 system, the baggage rules of the MSC will apply. For complex itineraries involving multiple checked baggage points, there may be more than one MSC, resulting in the application of differing baggage rules through an itinerary.

"most significant carrier (MSC) – IATA Resolution 302 as conditioned by the Agency" means that in this instance, the MSC is determined by applying IATA Resolution 302 methodology as conditioned by the Agency in its [Decision No. 144-A-2014](#). The Agency's reservation has stipulated that only a single set of baggage rules may apply to any given interline itinerary. The aim of the Agency's reservation is to allow the selecting carrier to use the MSC methodology to determine which carrier's baggage rules apply to an international interline itinerary to or from Canada, while reinforcing the role of tariffs in the determination of which carrier's rules apply.

"operating carrier" means Air Borealis operates the actual flight.

"participating carrier(s)" includes both the selecting carrier and down line carriers who have been identified as providing interline transportation to the passenger by virtue of the passenger's ticket.

"selected carrier" means it is Air Borealis whose baggage rules apply to the entire interline itinerary.

"selecting carrier" means Air Borealis whose designator code is identified on the first flight segment of the passenger's ticket at the beginning of an interline itinerary issued on a single ticket whose origin or ultimate destination is in Canada.

"single ticket" is a document that permits travel from origin to destination. It may include interline/code-share and intra-line segments. It may also include end-to-end combinations (i.e., stand alone fares that can be bought separately but combined together to form one price).

"summary page at the end of an online purchase" is a page on a carrier's website which summarizes the details of a ticket purchase transaction just after the passenger has agreed to purchase the ticket from Air Borealis and has provided a form of payment.

(A) Applicability

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

It establishes how Air Borealis will determine which carrier's baggage rules apply to any passenger's entire interline itinerary.

Air Borealis has an interline arrangement with PAL Airlines.

(B) General

For the purposes of interline baggage acceptance:

- a) Air Borealis whose designator code is identified on the first segment of the passenger's interline ticket will be known as the selecting carrier.
- b) any carrier who is identified as providing interline transportation to the passenger by virtue of the passenger's ticket will be known as a participating carrier.

(C) Baggage rule determination by selecting carrier

Checked baggage

1) The selecting carrier will:

- a) Select and apply its own baggage rules as set out in its tariff to the entire interline itinerary.

OR

- b) Select the MSC, as determined by IATA Resolution 302 as conditioned by the Agency, in order for that carrier's baggage rules, as established in its tariff, to apply to the entire interline itinerary.

Air Borealis identified by means of (a) or (b) will be known as the selected carrier.

Carry-on baggage

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

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

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

Transportation of assistive devices, including mobility aids, for persons with disabilities

Persons with disabilities may need to refer to the respective carriers on their itinerary to determine their policies with respect to the transportation of assistive devices on interline itineraries.

(D) Baggage rule application by participating carrier

Where Air Borealis is not the selected carrier on an interline itinerary but is a participating carrier that is providing transportation to the passenger based on the ticket issued, Air Borealis will apply as its own the baggage rules of the selected carrier throughout the interline itinerary.

(E) Disclosure of baggage rules

Summary page at the end of an online purchase and e-ticket disclosure

For baggage rules provisions related to a passenger's 1st and 2nd checked bag and the passenger's carry-on baggage (i.e., the passenger's "standard" baggage allowance), when Air Borealis sells and issues a ticket for an interline itinerary, it will disclose to the passenger on any summary page at the end of an online purchase and on the passenger's itinerary/receipt and e-ticket at the time of ticketing the baggage information relevant to the passenger itinerary as set out below. The disclosed information will reflect the baggage rules of the selected carrier.

Air Borealis will disclose the following information:

- a) name of the carrier whose baggage rules apply;
- b) passenger's free baggage allowance and/or applicable fees;
- c) size and weight limits of the bags, if applicable;
- d) terms or conditions that would alter or impact a passenger's standard baggage allowances and charges (e.g. frequent flyer status, early check-in, pre-purchasing baggage allowances with a particular credit card);
- e) existence of any embargoes that may be applicable to the passenger's itinerary if applicable; and,
- f) application of baggage allowances and charges (i.e., whether they are applied once per direction or if they are applicable at each stopover point).

Air Borealis will provide this information in text format on the passenger's e-ticket confirmation. Any fee information provided for carry-on bags and the first and second checked bag will be expressed as specific charges (i.e., not a range).

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

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

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

Web site disclosure

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

- a) The maximum weight and dimensions of passenger bags, if applicable, both checked and unchecked;
- b) The number of checked and unchecked passenger bags that can be transported and the applicable charges;
- c) Excess and oversized baggage charges;
- d) Charges related to check in, collection and delivery of checked baggage;
- e) Acceptance of and charges related to special items, e.g. surf boards, pets, bicycles;
- f) Baggage provisions related to prohibited or unacceptable items, including embargoes;
- g) Terms or conditions that would alter or impact the baggage allowances and charges applicable to passengers (e.g. frequent flyer status, early check in, pre-purchasing baggage allowances with a particular credit card); and,
- h) Other rules governing treatment of baggage at stopover points, including passengers subject to special baggage allowances or charges.

Rule 55: Baggage acceptance

(A) Applicability

This Rule only applies to flights operated by Air Borealis for single carrier (i.e. online) transportation of baggage and interline transportation of baggage where Air Borealis is selected to apply its own baggage rules to an entire interline itinerary.

(B) General conditions of acceptance of checked and unchecked baggage

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

Checked baggage

- 1) Once Air Borealis takes possession of the passenger's checked baggage, Air Borealis 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.
- 2) Checked baggage will be carried on the same aircraft as the passenger, unless the carrier determines that, due to operational or safety reasons (e.g., temperature limitations, weight, balance, capacity) it is impractical or unsafe to carry the baggage on the same aircraft. In the event that the combination of passengers, baggage and cargo on a flight exceed what can be practically and safely carried, Air Borealis will apply the following policy with respect to the removal of passengers' baggage:
 - a) No baggage will be removed from the flight if the issue can be resolved through the removal of cargo.
 - b) If the issue cannot be resolved through the removal of cargo, Air Borealis will remove excess baggage from the aircraft.
 - c) If the issue cannot be resolved through the removal of cargo and excess baggage, Air Borealis will follow their procedure for loading and unloading priority.
 - d) Any baggage removed from a flight will be carried to the passenger's destination no later than on the carrier's next available flight. Availability will be based on space limitations and does not guarantee the baggage will travel on the next scheduled flight.
- 3) In the case of delay, Air Borealis will take necessary steps to inform the passenger of the status of the baggage.
- 4) The carrier's liability for destruction, damage, loss or delay in respect of baggage is subject to Rule 120.

Checked Baggage allowance

- 1) Upon presentation by a fare paying passenger of a valid reservation, Air Borealis will transport two (2) pieces of checked baggage up to a maximum of 50 lbs, presented by such passenger, between such points, at no cost.
- 2) All checked baggage must have maximum outside linear dimensions of 62 in. (158 cm). A piece of baggage whose dimensions exceed this maximum is considered oversized.
- 3) For the carriage of additional baggage other than noted in the above table, please refer to (D) below – Excess Baggage. Baggage fees are in CDN dollars.
- 4) No bags weighing in excess of 100 pounds (45 kgs) will be accepted as checked baggage. All bags in excess of 50 pounds (23 kgs) in weight should be tagged with a heavy tag.

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

Unchecked baggage (carry-on baggage)

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

Personal Items

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

Sky Check Service

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

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

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

MILITARY PERSONNEL

Air Borealis will allow two bags to be checked in as per the baggage acceptance policy without additional fee(s) for any active or veteran military personnel travelling for business or personal reasons who present valid military identification upon check in. Should they check in more than allowance noted above, excess baggage fees apply. Any Military Personnel traveling on an Air miles reservation/ticket will NOT be subject to the Air miles baggage fees.

NOTE: Air Borealis 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.

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. Air Borealis may also charge additional fees specific to the carriage of musical instruments. (See Rule 56, 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.

(C) Collection and delivery of baggage

- 1) The passenger has the right to retrieve their baggage without delay.
- 2) Only the passenger who was given a baggage identification tag when Air Borealis took possession of the baggage is entitled to accept delivery of the baggage.
- 3) 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, Air Borealis must receive satisfactory proof that the baggage belongs to the passenger in question before delivering the baggage to the passenger.
- 4) Acceptance of the baggage without complaint by the passenger in possession of the baggage identification tag is evidence that Air Borealis delivered the baggage in good condition and in accordance with this tariff.

(D) Excess baggage

Any baggage which exceeds the applicable maximum allowance, referred to in Rule 55, of two (2) pieces up to 50 lbs will be accepted for transportation only upon payment of excess baggage charges.

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

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

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

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

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

Note: In addition to the baggage allowances established based on the type of fare purchased by the passenger and any applicable excess baggage charges, Air Borealis, may also charge additional fees for the transportation of musical instruments. See Rule 56, Acceptance of musical instruments as baggage.

(E) Excess value declaration charge

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

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

- has declared the value of the baggage to be an amount exceeding \$2,350.00 CAD per passenger for any one or more passengers to a maximum total liability of \$3000 CAD including basic carrier liability, and
- has paid an additional charge of \$10.00 CAD or each \$100.00 CAD or fraction thereof per declaration

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

Note: An excess value declaration charge does not apply to assistive devices for persons with disabilities.

(F) Items unacceptable as baggage

The following items are unacceptable as baggage and will not be transported by Air Borealis:

- a) Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over.
- b) 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.
- c) Items, which in Air Borealis opinion, are unsuitable for carriage because of their weight, size or character, for example, fragile or perishable items.
 - i. **Note:** Not applicable to assistive devices for persons with disabilities.
 - ii. **Note:** Not applicable to musical instruments.
 - iii. **Note:** Not applicable to service dogs or other service animals for persons with disabilities.
- d) Firearms and ammunition other than for hunting or sporting purposes.
- e) Firearms and ammunition for hunting and sporting purposes will be accepted as checked baggage provided the firearms are not loaded, the safety catch is in the “on” position and the firearms are suitably packed. The carriage of ammunition is subject to the ICAO and IATA regulations.
- f) Weapons such as antique firearms, swords, knives and other similar items may be accepted as checked baggage at Air Borealis discretion, provided they are suitably packed.
- g) 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.

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

(G) 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.

Note: This provision does not apply to musical instruments.

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

Air Borealis will, at its sole discretion, refuse to carry any baggage because of its size, shape, weight or character.

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

(H) Right of search

Air Borealis may request the passenger to permit a search to be conducted of their person and baggage. Air Borealis may search baggage in the passenger's absence. The purpose of any search is to ensure aircraft and passenger safety, security and to determine whether the passenger is in possession of, or the baggage contains, items mentioned in (F) above or any arms or ammunition which have not been presented to Air Borealis. If the passenger refuses to comply with the request for search, Air Borealis may refuse to carry the passenger and/or their baggage.

Rule 56: Acceptance of musical instruments as baggage**(A) Applicability**

- 1) This Rule applies to all passengers travelling with musical instruments irrespective of the type of fare on which they are travelling or have purchased.
- 2) In case of damage, loss or delay of musical instruments, the limits of liability for baggage as found in Rule 120, Liability – domestic transportation will apply.

(B) Musical instruments as sky check or checked baggage only

- 1) Air Borealis does not allow carry-on baggage due to aircraft restrictions.
- 2) Instruments may also be sky checked and/or accepted as checked baggage as long as they are properly packed in a hard-sided case and meet the size requirements. Air Borealis will accept instruments as sky check and/or checked baggage if they are not packaged properly (i.e. a soft sided case) provided the passenger agrees to sign a Limited Release Tag that releases Air Borealis for any liabilities. The Instrument must meet the size requirements.
- 3) Guitars may be sky checked. It is suggested that string instruments have their strings loosened to prevent damage caused by changes in temperature and/or pressure.
- 4) Musical instruments cannot be accepted as cabin seat baggage (to occupy a seat).
- 5) Applicable baggage fees will apply for instruments accepted as checked baggage.

Part III – At the airport/ during travel



Part III – At the airport/during travel

Rule 60: Acceptance of children for travel

(A) General

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

Infants

- 1) Infants under two (2) years of age on the date of travel do not require a seat.
- 2) Infants under two (2) years of age do not require a ticket.
- 3) Only one infant under the age of two (2) years may be held in the lap of an accompanying passenger 16 years of age or older.
- 4) No single passenger shall be responsible for more than one infant whether the infant is held on the lap of an accompanying passenger or a seat has been purchased for the infant and the infant is secured in an approved child restraint system (car seat).
- 5) An infant under two (2) 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).
- 6) Infants under two years of age occupying a seat must be properly secured in a Transport Canada approved child restraint device.

Children

- 1) All children, two (2) years of age or older, must be ticketed and assigned a seat.
- 2) All children, 12 years of age or older, will be able to travel unaccompanied without supervision and will be considered to be an adult for fare purposes.
- 3) All children, 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.

(B) Acceptance of infants and children

Age	Accepted	Conditions
1 day to 23 months (infant)	Yes	<p>Only one infant is permitted per adult passenger. The infant may travel free of charge when the infant is held on an accompanying adult's lap.</p> <p>An infant for whom a seat is purchased must be properly secured in an approved child restraint device and will be assessed the applicable fare.</p>
2 to 11 years old (child)	Yes	<p>These passengers are considered to be a child for the purpose of air travel and will pay the applicable child's fare if available, when accompanied by a ticketed passenger 16 years of age or older for the entire trip.</p> <p>These passengers must be either supervised by a passenger of 16 years or older or use Air Borealis unaccompanied minor services, where applicable for children ages 5 and up who are travelling alone. (See Rule 65, Unaccompanied Minors)</p> <p>The use of an approved child restraint device is optional for children age two and up.</p>
12 years and older	Yes	<p>These passengers are considered to be adults for the purpose of air travel and will pay the applicable adult fare.</p> <p>These passengers are eligible to travel unaccompanied and unsupervised.</p>

(C) 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.

Passengers under 18 years of age must carry identification such as a passport, an original birth certificate or a non-government ID, e.g. student card.

(D) Unaccompanied minors

For complete details on minors travelling unaccompanied, refer to Rule 65, Unaccompanied minors.

Rule 65: Unaccompanied minors (UM)**(A) General**

- 1) For purposes of this Rule, “guardian” is any person having responsibility over the welfare of a "minor".
- 2) Children from the age of 8 to 11 who are travelling alone on Air Borealis are considered unaccompanied minors. Unaccompanied children under eight (8) years of age will not be accepted under any conditions.
- 3) Minors less than 8 years of age are not eligible to use the UM service, and must always be accompanied by their parent or a person who is at least 16 years old when travelling.
- 4) Air Borealis limits of the number of unaccompanied minors to 2 per flight.

(B) Travel Restrictions

- 1) The UM service is available on:
 - a) non-stop flights; or
 - b) direct flights (a direct flight makes a stop but there is no change of aircraft);

(C) Fares and charges

- 1) Unaccompanied minors travelling on the UM service provided by Air Borealis will be subject to the applicable adult fare.
- 2) A charge of \$35.00 CAD per minor, in each direction, will be applied for using the UM service.
- 3) The charge is non-refundable and subject to applicable taxes.

(D) Conditions of application for unaccompanied travel

- 1) Arrangements and registration for the UM service must be made at least 24 hours prior to departure with Air Borealis.
- 2) The minor must be brought to the airport of departure by a parent/guardian who remains with the minor until Air Borealis starts providing supervision. The parent/guardian will complete all the required documents which include providing Air Borealis with satisfactory evidence that the minor will be met by another parent/guardian or other responsible person.
- 3) The parent/guardian or other responsible person who will be meeting the unaccompanied minor at the destination airport must have photo identification which will allow Air Borealis personnel to identify this person as the appropriate person designated to meet the minor.

- 4) The parent/guardian will be required to remain at the airport of departure until the aircraft has departed.
- 5) The parent/guardian must provide Air Borealis with the name and phone number of a person who can be contacted in case of emergency during the time the minor is in Air Borealis care.
- 6) Unaccompanied minors aged 8 through 11 years old will not be accepted if the flight on which the minor holds a reservation is expected to terminate short of, or bypass the minor's destination.
- 7) Once the minor is under Air Borealis care, the minor will be provided supervision by Air Borealis until they are met at destination by a parent/guardian or other responsible person who can confirm to carrier personnel by means of photo identification that they are the person(s) designated to meet the minor.
- 8) Confirmed reservations must be booked for unaccompanied minors. Standby travel is not permitted.
- 9) Unaccompanied minors will not be permitted to travel when there is a weather advisory issued by Air Borealis.
- 10) Minors that require assistance in taking required medication, who have an allergy that requires them to carry an epinephrine auto-injector, who require a special service code (SSR) of DEAF or BLND, or have a disability that may hinder their success if they are not travelling with a familiar guardian will not be accepted for travel unaccompanied.
- 11) A minor will not be accepted for transport where they have previously caused an onboard issue, for reasons including behavioural, emotional or medical, where intervention by the flight crew or a diversion resulted.

(E) Carrier's responsibility

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

Rule 71: Carriage of persons with disabilities – Small Carrier Non-ATPDR operating aircraft with 29 or less passenger seats

(A) Application

This rule applies to the transportation of persons with disabilities by Air Borealis which is a Small Carrier Non-ATPDR that operates aircraft with 29 or less seats on its domestic transportation services.

This rule applies to the transportation of all persons with disabilities on all flights marketed and operated by Air Borealis and in respect to all flights marketed by Air Borealis.

(B) Acceptance for carriage

- 1) Air Borealis 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 Air Borealis, for example if it would jeopardize security, public health or public safety.
- 2) Air Borealis 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 Air Borealis, for example, if it would jeopardize security, public health or public safety.
- 3) If Air Borealis 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, Air Borealis will provide the person with a written notice setting out the reasons for the refusal including:
 - a) 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;
 - b) any relevant rule, policy, procedure or regulation; and,
 - c) the duration of the refusal and the conditions, if any, under which Air Borealis would accept the person for transport.

(C) Reservations – information about services and seating assignments

- 1) If a person with a disability identifies the nature of their disability when making a reservation with a carrier, Air Borealis will:
 - a) discuss with the person their needs in relation to their disability and the services offered by Air Borealis in relation to those needs;
 - b) 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,

- c) 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
 - d) where a person is travelling with a support person, ensure that the person and the support person are seated together.
- 2) Air Borealis will advise the person if information and/or documents are required to permit Air Borealis to assess any request for service. Air Borealis 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.

(D) Confirmation of services and communication of information

- 1) Air Borealis will indicate in the record of a person's travel reservation the services that Air Borealis will provide to the person.
- 2) Air Borealis will provide a written confirmation of the services that it will provide to the person.
- 3) Air Borealis 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.

(E) Services for which no advance notice is required

Where a passenger requests a service set out in this rule at least 48 hours prior to departure, Air Borealis will provide the service. Such requests should be made by the passenger at the time of reservation, and as far in advance of travel as possible. Where a passenger requests a service less than 48 hours prior to departure, Air Borealis will make a reasonable effort to provide the service.

(F) Services for which advance notice is required

The services identified below will be provided at no additional fare or charge.

Every reasonable effort

In all instances, Air Borealis 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 Air Borealis to assess the request.

Services – 48 hours advance notice

Subject to Air Borealis requirement for the person with a disability to provide information and/or documents, Air Borealis 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:

- a) Assist the person with **registration at the check-in counter**;
- b) Assist the person in **proceeding to the boarding area**;
- c) Assist the person in **boarding and deplaning**;
- d) **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**;
- e) 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: Air Borealis 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 Air Borealis can require a person to board after the other passengers if the person arrives at the boarding area after the end of priority boarding.

- f) Assist the person in **stowing and retrieving carry-on baggage and retrieving checked baggage**;
- g) 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**;
- h) Assist the person in **moving to and from an aircraft lavatory**;
- i) Assist the person in **proceeding to the general public area** or, in some cases, to a representative of another carrier;
- j) Transfer the person **between the person's own mobility aid** and a mobility aid provided by Air Borealis;
- k) Transfer the person **between a mobility aid and the person's passenger seat**;
- l) Serve the person **special meals**, where available, and **provide limited assistance with meals**, such as opening packages, identifying items and cutting large food portions;
- m) **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 Air Borealis or required to be provided under this provision;

(G) Acceptance of mobility aids and other assistive devices

- 1) Air Borealis 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.
- 2) Where a mobility aid is accepted for carriage, Air Borealis will:
 - a) disassemble and package, where necessary, the aid for transportation and unpackage and reassemble the aid upon arrival; and
 - b) return the aid promptly upon arrival.
- 3) Where Air Borealis 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.
- 4) Where a carrier refuses to transport a mobility aid for any of the reasons above, Air Borealis will:
 - a) inform the person of the reason for refusal at the time of refusal; and,
 - b) 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.
 - c) Where space permits, Air Borealis will store a person's manual folding wheelchair in the passenger cabin during the flight.
- 5) Where space permits, Air Borealis 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) a walker, a cane, crutches or braces;
 - b) any device that assists the person to communicate; and
 - c) any prosthesis or medical device such as a portable oxygen concentrator.

(H) Passengers traveling with Oxygen

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

Medical oxygen cylinders

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

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

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

Quantity Permitted On Air Borealis Aircraft

A passenger traveling on Air Borealis will be permitted to carry the following:

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

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

Spare “Empty” Cylinders

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

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

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

Portable Oxygen Concentrators

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

The following guidelines must be met in order to carry a Portable Oxygen Concentrator on board any Air Borealis flight:

- 1) The passenger must have their physician complete Section 2 of the 'Request to Operate Medical Oxygen in Flight' form:
 - a) This form indicates the maximum quantity of oxygen required for the flight(s) AND
 - b) States whether or not oxygen use is medically necessary for all or a portion of the duration of the trip.
 - c) Specifies the maximum flow rate corresponding to the pressure in the cabin of the aircraft under normal operating conditions.
 - d) States whether the user of the device has the physical and cognitive ability to see, hear and understand the device's aural and visual cautions and warnings and are able, without assistance, to take the appropriate action in response to those cautions and warnings.
- 2) Size restrictions of the unit (under seat maximum size is 12 x 16 x 10 inches or 30 x 40 x 25 cm) and that the Portable Oxygen Concentrator and any accessories are securely stowed under a passenger's seat. Maximum weight restrictions (under seat) of the oxygen equipment must not exceed 20 lbs.
- 3) Unit must be in good condition, free from contamination (such as oil and grease) and has no visible signs of damage or abuse.
- 4) The passenger should ensure that they have sufficient battery power to provide an adequate supply of oxygen for the duration of their travel time. Factors to take into consideration to determine the adequacy of oxygen supply are whether oxygen is medically necessary for all or a portion of the travel time, the duration of the flight (including connecting flights), the duration of time spent on the ground (prior to departure,

on route stops and following arrival at destination) as well as an appropriate reserve in case of unforeseen operational circumstances (i.e. weather).

- 6) In addition, each spare battery must not exceed the following quantities:
 - a) For lithium metal or lithium alloy batteries, a lithium content of not more than 2 grams; and
 - b) For lithium ion batteries, an aggregate equivalent lithium content of not more than 8 grams.

Safety Consideration of Spare Batteries:

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

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

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

(I) Acceptance of service animals

- 1) Air Borealis will accept for transportation, without charge, a service animal required to assist a person with a disability provided that the animal is:
 - a) properly harnessed,
 - b) certified in writing as having been trained by a professional service animal institution, and are at least 4 month of age.
- 2) Air Borealis 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, Air Borealis staff will determine, in consultation with the person with a disability, where the person and service animal will be seated.

- 3) Air Borealis 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, Air Borealis will permit the service animal to remain on the floor in an area where the person can still exercise control over the animal.
- 4) 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.
- 5) Air Borealis 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.
- 6) 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.

(J) Acceptance of speciality animals

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

Procedures for Carriage:

- a) Air Borealis assumes no responsibility for the care of the specialty dog while in transit. The care and supervision of the dog is solely the responsibility of the trainer/owner.
- b) Trainer/owner and specialty dog cannot be seated in emergency exit or bulkhead rows.
- c) The trainer/owner should carry a registered certificate stating that they are a certified handler of the animal and that the animal has received appropriate training.
- d) The dog must be at least 4 months of age and the trainer/owner must provide a valid health and vaccination certificate.
- e) The dog must be fed and watered within the four (4) hour period before check in. Only feed your dog a light meal prior to departure and provide a quick drink of water before check in. Trainer/owner(s) must be responsible to ensure the specialty animal will not have to relieve itself of bodily fluids during the flight.

- f) Please notify Air Borealis a minimum of 48 hours prior to your flight's departure to allow adequate time to assign seating on the aircraft.
- g) The dog will remain properly harnessed with the trainer at all times and remain at his/her foot area.
- h) Please ensure you check in a minimum of two (2) hours prior to your flight time. You may be required to accompany your animal through additional security screening prior to proceeding through passenger screening.
- i) The fare for the dog will be the same fare as that of the trainer/owner. If the dog requires additional space other than the area designated for that passenger, an additional adjacent seat must be purchased at the same cost of that of the trainer/owner.

Note: *This provision is not applicable for search and rescue dogs. Air Borealis will accept for transportation, without charge, a search and rescue dog. The handler transporting the search and rescue dog for duty will be entitled to the normal free baggage allowance.*

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

If a person with a dog allergy is unable to travel on the same flight as the specialty dog, a doctor's note must be presented to Air Borealis stating the severity of his/her allergy at least 48 hours prior to travel. Priority will then be given to the person with an allergy and the specialty dog will be moved to the next available flight. Please note that if the person with an allergy does not advise Air Borealis within at least 48 hours stated above, priority will be given to whoever completed their booking first. A declaration form will be at each Air Borealis counter and will be required to be signed by the owner/trainer of the specialty dog.

(K) Carriage of emotional support animals

Air Borealis no longer accepts emotional support animals in the cabin.

Rule 75: Carriage of animals (pets and search and rescue dogs)

(A) Application

Air Borealis will agree to carry animals subject to the following provisions:

(B) General

- 1) Advance arrangements must be made with Air Borealis before any animal will be accepted for carriage.
- 2) Air Borealis scheduled service accepts live animals as checked baggage only (exception: service animals, specialty animals or search and rescue dogs).
- 3) 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.
- 4) 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.

(C) Search and rescue dogs

- 1) Search and rescue dogs which are properly harnessed will be permitted in the passenger cabin of the aircraft. The animal must remain on the floor at the handler's seat.
- 2) Air Borealis will accept a search and rescue dog for transportation without charge.
- 3) Air Borealis, in consultation with the search and rescue dog's handler, will determine where the handler will be seated to ensure that adequate space is provided to the handler and the dog.

(D) Animals (Pets)

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

Air Borealis does not accept pets in the cabin. Live animals are carried as checked baggage only.

- 1) Animals must be contained in a clean, leak/escape proof cage or container/kennel with adequate space for the comfort of the animal. The cage or container/kennel must be approved by Air Borealis.

2) An animal and its container are not included in the free baggage allowance. Excess baggage charges will apply and the passenger will be obligated to pay the applicable charges.

3) Animals as checked baggage:

- a) The number of animals carried is limited by aircraft type.
 - b) Due to climatic conditions, animals will not be accepted during certain periods of the year. These black-out periods will be posted on Air Borealis Web site or may be ascertained by contacting Air Borealis.
 - c) The maximum size for the container/kennel (length +width + height) must not exceed dimensions listed under (g).
 - d) The maximum allowable weight for both the animal and container/kennel must not exceed 45kg/100 lbs.
 - e) If the container/kennel exceeds the maximum size and/or maximum weight mentioned in (c) and (d) above, the passenger must make arrangements with Air Borealis cargo department.
 - f) once an animal is accepted for carriage as checked baggage, Air Borealis is liable in the event of damages arising from loss, damage and delay of an animal as specified in Rule 120, Liability – Domestic Transportation
- 4) **Charges / Dimensions:** The charge/ dimensions for transportation of the animal, (other than a service animal or search and rescue animal) and container/kennel as checked baggage will be as follows:

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

- a) Please measure your animal and ensure the animal can stand up and move within the kennel freely.
- b) Wire cages or cages which the animal's paws can protrude through spaces will not be accepted for travel. The floor must be leak proof.

- c) Kennels that are equipped with wheels must have the wheels removed by the owner prior to loading onto the aircraft.
- d) Kennel doors must have a secure latch but must not be locked with any type of locking mechanism. The pet has to be easily accessed by the airline.
- e) Once the pet is inside the kennel and ready to be accepted as checked baggage- a Customer Service Representative will place the zip tie on the latch to secure the door from opening.
- f) Air Borealis reserves the right to refuse to transport any animal which appears to be aggressive, in distress, unruly or their health is questionable for travel.
- g) The animal must be a minimum of 8 weeks old.
- h) The kennel must be marked with the pet's name and owner's phone number.
- i) Owners are advised to feed their pets only a light meal prior to departure and to give them a quick drink of water before being brought to the check in counter. A toy or blanket can be placed in the kennel to help him/her feel calm.
- j) Owners are advised to exercise their pet before leaving for the airport. We do not recommend tranquilizers or other medications. If the pet is tranquilized, the owner will require a letter from a veterinarian upon check in stating the animal is acceptable for travel.

Rule 85: Ground transfer services**(A) Applicability**

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

Rule 90: Schedule irregularities and disruptions (delays and cancellations)

(A) Applicability

- 1) This rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.
- 2) This rule refers to schedule changes, flight delays, flight cancellations and tarmac delays.
- 3) This rule applies to uncontrollable and controllable flight disruptions.

(B) General

- 1) Air Borealis 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.
- 2) Personalized documents, such as a ticket/itinerary issued by Air Borealis for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between Air Borealis and the passenger.
- 3) A delay or cancellation that is directly attributable to an earlier delay or cancellation that is due to situations outside Air Borealis 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.
- 4) The passenger who attempts to check-in after Air Borealis check-in deadline or presents themselves at the boarding area after Air Borealis 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.
- 5) A passenger may invoke the applicable provisions of Rule 120, Liability – domestic transportation, passenger delay.
- 6) In the case of delay or cancellation at the airport, Air Borealis will give priority to assistance to any person with a disability and to unaccompanied minors.

(C) Categories of flight disruptions

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

1) **Controllable** (commercial/operational situations within airline control):

- a) Overbooking flights;

- b) Consolidating or cancelling flights with low passenger demand;
- c) Similar actions aimed at maximizing revenue;
- d) Staff/flight crew scheduling and availability;
- e) Flight preparation activities (aircraft grooming, baggage loading, aircraft fueling);
- f) Routine or scheduled maintenance (including subsequent repairs or required activities).

2) Controllable but required for safety (situations required by law to reduce risk to passenger safety):

- a) Unexpected aircraft malfunctions not identified during routine maintenance that may compromise safety;
- b) Safety decisions made within the authority of the pilot of the aircraft or any decision made in accordance with a safety management system but does not include scheduled maintenance in compliance with legal requirements;
- c) Safety decisions made by the Pilot and those made under or based on the Air Borealis Safety Management System;
- d) A delay, cancellation or denial of boarding that is directly attributable to an earlier delay or cancellation that is within that carrier's control but is required for safety purposes, is considered to also be within that carrier's control but required for safety purposes if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

3) Uncontrollable - Situations outside Air Borealis control, include, but are not limited to the following:

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

- g) airport operation issues;
- h) a medical emergency;
- i) a collision with wildlife;
- j) a labour disruption within Air Borealis or within an essential service provider such as an airport or an air navigation service provider;
- k) 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;
- l) an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security; and
- m) A delay, cancellation or denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations outside Air Borealis 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.

(D) Communication with passengers

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

(E) Passenger Options – Re-routing or Refund**In the event of a schedule irregularity, within Air Borealis control, Air Borealis will present the passenger with the following options:**

- a) Carry the passenger to the destination named on the ticket, or applicable portion thereof, on the next available flight.
- b) If the passenger chooses to no longer travel as the schedule irregularity results in the loss of purpose of travel or if Air Borealis is unable to perform the options stated above within a reasonable amount of time, Air Borealis will transport the passenger to the point of origin named on the ticket and refund the full amount of the ticket in accordance with Refunds, Involuntary Refunds, irrespective if travel has commenced, or subject to passenger's agreement, offer a travel voucher for future travel in the same amount;
- c) Otherwise, should the alternate transportation proposed by Air Borealis not meet the passenger's satisfaction, Air Borealis will offer a refund equal to the fare and charge paid. The refund will be made to the purchaser of the ticket(s).
- d) Nothing in the above shall limit or reduce the passenger's right, if any, to claim damages, if any, under the applicable convention, or under the law when neither convention applies.
- e) In addition to the above, Air Borealis will always consider the needs of the passenger on a case by case basis and consider all known circumstances to avoid or mitigate the damages caused by the schedule irregularity within Air Borealis control.

In the event of a schedule irregularity, not within Air Borealis control, Air Borealis will provide the following for delays of three or more hours:

- a) Offer the passenger the choice to travel on another of its scheduled flights on the same route as the passenger was originally ticketed or to travel on a different routing operated by Air Borealis to the same ticketed destination, departing within 48 hours.
- b) If these options are not available, Air Borealis will offer to transport the passenger on the same route as he/she was originally ticketed or on a different route operated by the services of another carrier, with whom the original air carrier has a commercial agreement, and provided space is available, departing within 48 hours of the departure time on the original ticket, if available.
- c) Should the fare for the alternate transportation proposed by Air Borealis be more expensive, there will be no additional cost to the passenger.

- d) If the passenger is no longer at their point of origin, and their travel no longer serves a purpose, Air Borealis will refund the ticket, including any unused additional services, and book the passenger on a flight back to their point of origin, free of charge.
- e) Should the alternate transportation proposed by Air Borealis not meet the passenger's satisfaction, the unused portion of the passenger's ticket(s) will be refunded. The refund will be made to the purchaser of the ticket(s). The refund will be based on the total value of the ticket(s), including any unused additional services (such as paid baggage).
- f) When a refund is requested as a result of a schedule irregularity, the passenger must submit the unused portions of his/her ticket(s) to Air Borealis at time of request.

(F) Standards of treatment

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

Standards of Treatment Offered:

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

Refusing or Limiting Treatment:

Air Borealis may limit or refuse to provide a standard of treatment if providing treatment would further delay the passenger. Limitations may also apply dependant on the location of the applicable airport, as Air Borealis may not have direct access to the same food/drink options in remote locations as major airports, and may have to offer items onboard flights and/or in an alternate location where food is more readily available.

(G) Compensation

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

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

[Types and Categories of Flight Disruption: A Guide | Canadian Transportation Agency \(otc-cta.gc.ca\)](https://www.cta.gc.ca/en/types-and-categories-of-flight-disruption-a-guide)

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

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

<https://www.airborealis.ca/en/travel-info/air-passenger-protection-regulations/compensation-claim2/>

Rule 92: Tarmac delay

- 1) A Tarmac Delay occurs when passengers are confined to an aircraft, with no immediate opportunity to disembark when the aircraft is on the ground with its doors closed for take-off; or has just landed (wheels down).
- 2) If a flight is delayed on the tarmac, Air Borealis will provide passengers with the following standard of treatment free of charge:
 - a) Access to lavatories in working order (if the aircraft is equipped with lavatories);
 - b) Proper ventilation and cooling or heating of the aircraft;
 - c) A means to communicate with people outside of the aircraft, if it is feasible to do so;
 - d) Food and drink in reasonable quantities, taking into account the length of the delay, the time of day and the location of the airport; and
 - e) Access to medical assistance if a passenger requires urgent medical assistance.
 - f) Communications and information
- 3) Once it becomes clear that the aircraft will experience a tarmac delay Air Borealis will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.

(A) Tarmac delay (over 3 hours) carrier obligations

- 1) Air Borealis will not permit an aircraft to remain on the tarmac for more than three hours. Prior to reaching three hours, Air Borealis will return the aircraft to the gate or another suitable disembarkation point, where passengers will be allowed to deplane. A plane can stay on the tarmac for up to 45 additional minutes, if it is likely that it will take off within that period and we are able to continue providing the same Tarmac Delay Services, when feasible.
- 2) This short extension is to ensure that the plane can take off if there is a reasonable prospect of this occurring – so that you can reach your final destination without the inconvenience of further delay or a flight cancellation.
- 3) If it is not likely that the plane can take off within the additional 45 minute window, the plane will return to the gate, unless it is prevented for reasons related to safety, security, customs control or air traffic control.

- 4) Depending on the circumstances, it may not be possible for Air Borealis to allow you to disembark from the aircraft during a Tarmac Delay, for various reasons, including but not limited to concerns related to safety, security, or due to directions by Air Traffic Control or Customs Control.
- 5) If the plane returns to the gate for disembarking because of a tarmac delay, disembarking priority will be available to passengers with disabilities and their support person or service animal, if any, upon request and when feasible.

Rule 95: Denied Boarding and Overbooking

(A) Applicability

- 1) Denied Boarding occurs when a passenger(s) has a valid, confirmed and revenue ticket for a flight, but is not allowed to occupy a seat on board the aircraft because the number of passengers booked and/or checked in on a flight is greater than the number of seats available to be occupied. Passengers presenting themselves for travel must also have confirmed reservations and valid travel documents.
- 2) This rule does not apply to employee travel and gratuitous fares.
- 3) A passenger who fails to check-in or present themselves at the boarding area within Air Borealis check-in deadline and/or boarding time deadline as specified in Rule 40(E), Check-in Time Limits, will not receive denied boarding compensation, will at Air Borealis discretion have their reservations cancelled and will be subject to the terms and conditions associated with the fare on which he or she is travelling.
- 4) Denying a passenger boarding because there are not enough seats is NOT the same as refusing to transport them, for example:
 - a) For health, safety, or security reasons;
 - b) For failing to follow carrier rules or instructions;
 - c) Because a passenger does not have appropriate travel documents; or
 - d) The passenger has failed to respect check-in and departure gate cut-off time limits.

(B) Categories of denied boarding

Denied Boarding may be:

Voluntary – a passenger chooses to give up their seat on the aircraft in exchange for compensation. The Air Passenger Protection Regulations compensation requirements do not apply to volunteers to give up their seat.

Involuntary – a passenger is unwillingly denied travel and accommodated on another aircraft due to no seat availability and is provided obligations according to the category of denied boarding.

The following 3 categories apply to situations of denied boarding:

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

(C) Request for volunteer

- 1) When a situation of denied boarding due to overbooking occurs, the following will apply:
 - a) Air Borealis will publicly ask for volunteers to relinquish their seats from among the confirmed passengers. At the same time, Air Borealis will advise the passenger the type of benefits he/she will be entitled to should a passenger voluntarily relinquish his/her seat. This request process will take place at the check-in or boarding areas. Air Borealis will continue to make this request of passengers until it obtains enough volunteers to prevent other passengers from being involuntarily denied boarding or until it determines that it does not, despite its best efforts, have enough volunteers.
 - b) Once a passenger has voluntarily relinquished his/her seat, the passenger will not later be involuntarily denied boarding unless he/she has been advised at the time he/she volunteered of such possibility. At the time the passenger is advised of such possibility of a further denial of boarding, the passenger is to be advised of any further compensation to which he or she may be entitled to receive.

- c) The passenger who voluntarily surrenders his/her seat will receive agreed upon benefits from Air Borealis. Volunteers will be offered rerouting/refund options as set out in this rule over and above the aforementioned benefits. In addition, a passenger who has voluntarily surrendered his/her seat will be offered the following free of charge:
- A meal voucher, if the transportation acceptable to the passenger departs more than four (4) hours after the original departure time of the flight on which passengers were denied boarding.
 - An overnight hotel stay and airport transfers, if the transportation acceptable to the passenger departs more than eight (8) hours after the original departure time of the flight on which the passenger was denied boarding and involves an overnight stay, provided the passenger's travel did not start at the airport where the denied boarding situation occurred.
 - A telephone call or e-mail to the destination point of travel.

(D) Boarding priority

- 1) In the event there are not enough volunteers, the remaining passengers will be denied boarding on an involuntary basis. Passengers holding confirmed reservations will be permitted to board in the following order until all available seats are occupied:
- a) Passengers with a disability, their support person and service animal, or;
 - b) Passengers travelling under the services of the Unaccompanied Minor program.
 - c) Passengers traveling due to death or illness of a member of the passenger's family.
 - d) Passengers for whom, in Air Borealis own assessment, failure to travel would cause severe hardship.
 - e) Passengers travelling as a group including the tour conductor of the group.
 - f) All other passengers with confirmed reservations will be accommodated in the order in which they presented themselves for check-in.
- 2) If you are involuntarily denied boarding, Air Borealis will advise you why you were denied boarding, the compensation and standards of treatment to which you may be entitled as well as the recourses you have available.

(E) Transportation for passengers denied boarding

- 1) A passenger has the right to take the flight he or she has purchased. Air Borealis will present a passenger who has been denied boarding, whether voluntarily or involuntarily, with the following options:
 - a) Carry the passenger to the destination named on the ticket, or applicable portion thereof, within 48 hours, on another of its passenger aircraft or in a different class of service on which space is available, without additional charge, regardless of the class of service in which the passenger was booked or,
 - b) Reroute the passenger to the destination named on the ticket, or applicable portion thereof, on its own transportation services within a 48 hours. If the fare for the revised routing or class of service is higher than the fare paid by the passenger, Air Borealis will require no additional payment from the passenger. If the fare for the revised routing is in a lower class of service, a refund will be made for the difference in fare. The refund will be made to the purchaser of the ticket. The form of refund will be the same as the form of payment used for the ticket. The refund will be based on the total value of the ticket; or,
 - c) Reroute the passenger to the destination named on the ticket, or applicable portion thereof, on another air carrier's transportation services, including interline or, where possible and necessary, non-interline carriers, within a reasonable amount of time. If the fare for the revised routing or class of service is higher than the fare paid by the passenger, Air Borealis will require no additional payment from the passenger; or
 - d) Re-route you from another airport that is within a reasonable distance of your departure airport to your destination (if any). If your new departure is from such an airport, Air Borealis will arrange for your transportation to that other airport.
- 2) Otherwise, should the alternate transportation proposed by Air Borealis not meet the passenger's satisfaction, Air Borealis will offer a refund equal to the fare and charge paid. The refund will be made to the purchaser of the ticket(s). The form of refund will be the same form used as payment of the ticket(s). The refund will be based on the total value of the ticket(s). For complete conditions on Refunds see Rule 125.
- 3) Nothing in the above shall limit or reduce the passenger's right, if any, to claim damages, if any, under the applicable convention, or under the law when neither convention applies.
- 4) In addition to the above, Air Borealis will always consider the needs of the passenger on a case by case basis and take into account all known circumstances to avoid or mitigate the damages caused by the schedule irregularity within Air Borealis control.

(F) Compensation for passengers involuntarily denied boarding

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

Conditions of Payment

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

A Passenger Will Not be Eligible for Compensation under the Following Conditions:

- a) The passenger who checks-in after Air Borealis check-in deadline or presents him/herself at the boarding area after Air Borealis boarding time deadline as specified under Rule 40 - Reservations (Check-in Time Limits), will not receive denied boarding compensation and will have his/her reservations cancelled as specified under Rule 105 - Refusal to Transport.
- b) When a flight on which the passenger holds confirmed and ticketed reservations is cancelled.
- c) When space on a flight has been requisitioned by a government or by medical authorities for emergency transportation.
- d) If, for operational and safety reasons, beyond Air Borealis control, the aircraft has been substituted with one having lesser capacity and Air Borealis took all reasonable measures to avoid the substitution or that it was impossible for Air Borealis to take such measures.
- e) If Air Borealis arranges comparable transportation at no extra cost to the passenger and the passenger uses this comparable transportation to reach their final destination within one hour of the scheduled arrival of their original flight on which boarding was denied.

Amount of compensation for involuntarily denied boarding:

Air Borealis will provide compensation in the following amounts to passengers who are involuntary denied boarding. Regardless of the fare paid, passengers are entitled to a monetary compensation as follows:

Length of delay (from original ARRIVAL time at destination)	Compensation amounts	Optional: Travel voucher offered
0 to <6 hours	\$900 CAD	\$1800 AB travel voucher
6 to <9 hours	\$1800 CAD	\$3600 AB travel voucher
9+ hours	\$2400 CAD	\$4800 AB travel voucher

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

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

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

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

The following restrictions will apply:

- a) Air Borealis must inform passengers of the amount of cash compensation that would be due, and that the passenger may decline travel vouchers, and receive EFT or cheque;
- b) Air Borealis must fully disclose all material restrictions before the passenger decides to give up the cash compensation or equivalent payment in exchange for a travel voucher;
- c) Air Borealis must obtain the signed agreement of the passenger, confirming that the passenger was provided with the aforementioned information, prior to providing travel vouchers in lieu of compensation;
- d) The amount of the travel voucher must be not less than 200 percent of the amount of cash compensation that would be due
- e) Passengers are entitled to exchange the travel vouchers for cash at the rate of CAD\$1 in cash being equivalent to CAD\$2 in travel vouchers within one (1) month.
- f) It is the passenger's option to choose which form of compensation they wish to receive.

Standard of Treatment

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

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

Time of Offer of Compensation

Once compensation has been offered, and if accepted, the passenger will sign an acknowledgment of offer on the day and at the place where the denied boarding occurred.

In the event the alternate transportation departs before the acknowledgement of offer can be signed, the offer will be sent by mail or by other means within 24 hours after the time the denied boarding occurs. The passenger will, in turn, sign this acknowledgment and return it by mail to Air Borealis.

COMPENSATION FOR DELAYS AND CANCELLATIONS

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

Rule 97 – Communication of information – cancellation, delay, tarmac delay, or denial

- 1) Air Borealis will provide the following information to the affected passengers:
 - a) the reason for the delay, cancellation, or denial of boarding;
 - b) the compensation to which the passenger may be entitled for the inconvenience;
 - c) the standard of treatment for passengers, if any; and
 - d) the recourse available against Air Borealis, including their recourse to the Agency.
- 2) In the case of a delay, Air Borealis 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.
- 3) Air Borealis will communicate new information to passengers as soon as feasible.
- 4) The information of paragraph (1) above will be provided by means of audible announcements. Visible announcements will be provided upon request.
- 5) 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 to assist persons with disabilities.

Rule 105: Refusal to transport

“**Force majeure**” means any unforeseeable circumstances beyond Air Borealis 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.

(A) Applicability

A refusal to transport a passenger only occurs in situations when Air Borealis 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.

(B) Refusal to transport – removal of passenger

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

1) 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.

2) 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).

3) Proof of identity/age

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

Note: Air Borealis is obliged to screen each passenger as per Transport Canada's Secure Air Travel Regulations (SATR).

4) Failure to comply with carrier's rules and regulations

When the passenger fails or refuses to comply with rules and regulations of Air Borealis as stated in this tariff. This includes providing proof of COVID-19 vaccination status in accordance with government regulations.

5) Passenger's condition

When the passenger's actions or inactions prove to Air Borealis that 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 Air Borealis; and,
- the passenger complies with requirements of Rule 71, Carriage of persons with disabilities;
- When the passenger has a contagious disease.
- When the passenger has an offensive odour.

Exception: Air Borealis 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.

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

6) Medical clearance

When Air Borealis 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, Air Borealis can require the passenger to provide a medical certificate that then may be assessed by Air Borealis own medical officer as a condition of the passenger's acceptance for subsequent travel. Air Borealis 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 Air Borealis flights up to and including the 35th week of pregnancy or up to four weeks before the expected due date without a medical certificate.
- An expectant mother who is in or beyond the 35th week of pregnancy must present a medical certificate, dated within 72 hours of the

scheduled time of departure. The certificate must state that the physician has examined the patient and found them to be physically fit for travel by air and the certificate must state the estimated date of birth. Travel between 39-40 weeks is not permitted under any circumstances.

7) 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 Air Borealis in advance of the departure of the flight.

However, Air Borealis 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.
- Each prisoner under escort having a maximum security rating requires a minimum of two (2) escorts. Only one (1) maximum security rated person is to be carried per flight. Passengers under escort having a medium security rating may be carried with one (1) escort for each passenger under escort. Passengers under escort having a minimum security rating may be carried with one (1) escort for every two (2) passengers.
- Request for carriage is made at least 48 hours before scheduled departure.
- Acceptance is applicable to transportation on flights marketed and operated by Air Borealis only.
- The escort must accompany the escorted passenger at all times.
- Passenger in custody of law enforcement personnel or other responsible authority must be manacled.

(C) Passenger's conduct – refusal to transport – prohibited conduct and sanctions

1) Prohibited conduct

Without limiting the generality of the preceding provisions, the following constitutes prohibited conduct where it may be necessary, in the reasonable discretion of Air Borealis, to take action to ensure the physical comfort or safety of the person, other passengers, and Air Borealis 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:

- a) The person, in the reasonable judgement of a responsible employee of Air Borealis, is under the influence of alcohol or drugs (except a patient under medical care).
- b) The person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent or otherwise disorderly, and, in the reasonable judgement of a responsible employee of Air Borealis, 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 jeopardize safe and adequate flight operations.
- c) The person's conduct involves any hazard or risk to their self or other persons (including travel involving pregnant passengers or unborn children) or to property.
- d) The person fails to observe the instructions of the aircraft crew, including instructions to stop any prohibited conduct.
- e) The person is unable or unwilling to sit in their assigned seat with the seat belt fastened.
- f) The person smokes or attempts to smoke in the aircraft.
- g) The person uses or continues to use a cellular phone, a laptop computer or another electronic device on-board the aircraft after being advised to stop such use by a member of the crew.
- h) The person is barefoot.
- i) The person is inappropriately dressed.
- j) The person has a prohibited article or concealed or unconcealed weapon(s). However, Air Borealis will carry law enforcement or armed forces personnel who meet the qualifications and conditions established under government regulations.
- k) The person has resisted or may reasonably be believed to be capable of resisting escorts.

2) Carrier response to prohibited conduct

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

- a) Removal of the passenger at any point.
- b) **Probation:** At any time, Air Borealis may stipulate that the passenger is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for Air Borealis to provide transport to the passenger. Such probationary conditions may be imposed for any length of time which, in the

exercise of Air Borealis reasonable discretion, is necessary to ensure the passenger continues to avoid prohibited conduct.

- c) **Refusal to transport the passenger:** The length of this refusal to transport may range from a one-time refusal to a longer period determined at the reasonable discretion of Air Borealis in light of the circumstances. Such refusal will be for a period appropriate to the nature of the prohibited conduct and until Air Borealis 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:

- a) The person continues to interfere with the performance of a crew member's duties despite verbal warnings by the crew to stop such behaviour.
- b) The person injures a crew member or other passenger or subjects a crew member or other passenger to a credible threat of injury.
- c) The person displays conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs.
- d) The person repeats a prohibited conduct after receiving a notice of probation.

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

(D) Recourse of the passenger/limitation of liability

Air Borealis liability in case of refusal to carry a passenger for a specific flight or removal of a passenger enroute for any reason specified in the foregoing paragraphs will be limited to the recovery of the refund value of the unused portion of the passenger's ticket in accordance with Rule 125, Refunds (Involuntary). Notwithstanding the foregoing paragraph, passengers and their baggage will be entitled to all other additional rights they may have under this tariff or elsewhere.

A person who is refused carriage for a period of time, up to a lifetime ban, or to whom a probation notice is served may provide to Air Borealis, in writing, the reasons why he/she believes they no longer poses a threat to the safety or comfort of passengers or crew, or to the safety of the aircraft. Such document may be sent to the address provided in the refusal to carry notice or the notice of probation.

Air Borealis 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

- 1) A ticket will not be issued and Air Borealis will not carry the passenger unless the passenger has paid the applicable fare or has complied with all credit arrangements.
- 2) Before boarding, the passenger must present Air Borealis with proof that they have been issued a valid ticket for the flight. Such proof must be in the form of an itinerary/receipt, a record locator or reservation number, or boarding pass and the passenger must provide Air Borealis with positive identification to be entitled to transportation. The ticket will give the passenger the right to transportation only between the points of origin and ultimate destination, and on the dates, times and via the routing shown on the ticket.
- 3) Flight coupons will be honoured only in the order in which they are displayed on the passenger's ticket and stored in Air Borealis database.
- 4) The ticket remains at all times the property of Air Borealis which issued the ticket.
- 5) Air Borealis does not permit the passenger to hold more than one confirmed reservation/ticket on the same departure flight/origin and destination for the same travel date.

(B) Validity for carriage

General

When validated, the ticket is good for carriage from the airport of departure to the airport of ultimate destination via the route shown on the ticket, for the applicable class of service and is valid for the period of time referred to below (period of validity). The passenger will be accepted for carriage on the date and flight segments for which a seat has been reserved. Air Borealis agreement to accept a reservation request is subject to the availability of space. The place and date of issue are then indicated on the ticket.

Period of Validity

Generally, the period of validity for transportation will be one year from the date on which transportation commences at the point of origin designated on the original ticket, or, if no portion of the ticket is used, one year from the date of issuance of the original ticket. However, certain fares may have different periods of validity. If this is the case, the specific rules associated with the fare will take precedence.

Computation of the ticket validity

When computing the ticket validity i.e., the minimum/maximum stays and any other calendar periods set out in the ticket, the first day to be counted will be the day following the date that transportation commenced or that the ticket was issued.

Expiration of validity

Tickets expire at midnight on the last day of validity based on where the ticket was issued.

(C) Extension of ticket validity**Carrier's operations**

- 7) If a passenger is prevented from travelling within the period of validity of their ticket because Air Borealis:
 - a) cancels the flight upon which the passenger holds confirmed space;
 - b) omits a scheduled stop, provided this is the passenger's place of departure, place of ultimate destination, or place of stopover;
 - c) fails to operate a flight reasonably according to schedule;
 - d) causes the passenger to miss a connection;
 - e) substitutes a different class of service; or
 - f) is unable to provide previously confirmed space;
- 8) Air Borealis will, without collecting any additional fare, extend the validity of the passenger's ticket until the passenger can continue their travel on the first flight where space is available. Validity can only be extended up to 30 days.

Medical reason

If the passenger is unable to commence travel due to medical reasons, Air Borealis will extend the period of validity beyond the original validity expiry date for a maximum of 3 months. A ticket can only be extended once and the extension must be requested within 30 days prior to the expiry date of the original ticket validity. The medical reason must be certified in writing by a physician specifying that the passenger is prevented from commencing their journey before their original ticket expires.

(D) Waiver minimum/maximum stay provision**In the event of death of a family member not accompanying the passenger:**

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

In the event of a passenger's death – provisions for accompanying passengers

- 1) Extension of ticket validity (beyond 1 year) for normal fares and waiver of the maximum stay requirements of special fares
- 2) Air Borealis will extend the ticket validity for passengers who are either members of the immediate family of the deceased passenger or are other persons actually accompanying the deceased passenger for up to 45 days beyond the original ticket validity expiry date or 45 days after the date of death of the passenger, whichever date occurs first.
- 3) A death certificate or a copy, duly executed by the competent authorities in the country in which the death occurred must be presented at the time of re-ticketing. A competent authority is a person designated to issue a death certificate by the applicable laws of the country concerned.
- 4) If the death certificate is not available at the time the passengers are to travel, or, if Air Borealis has reason to doubt the validity of such certificate, passengers will be accommodated only upon payment of the fare applicable for the transportation used, and a request for refund may be filed with Air Borealis. Upon receipt of the request for refund and all supporting documents, Air Borealis will determine the validity of the request and, if valid, will refund the difference between the total fare paid by the passengers and the amount the passengers would have paid under the provision of this Rule.

Waiver of minimum stay requirements – special fares

- 1) In the event of the death of a passenger enroute, the minimum stay and group travel requirements with regard to special fares will be waived for passengers who are either members of the immediate family of the deceased passenger or are other persons actually accompanying the deceased person.
- 2) Passengers who have had their minimum stay requirement waived will only be accommodated in the class of service originally ticketed.

- 3) A death certificate or a copy, duly executed by the competent authorities, in the country in which the death occurred must be presented at the time of re-ticketing. A competent authority is a person designated to issue a death certificate by the applicable laws of the country concerned.
- 4) If the death certificate is not available at the time the passengers are to travel, or, if Air Borealis has reason to doubt the validity of such certificate, passengers will be accommodated only upon payment of the fare applicable to the transportation used, and a request for refund may be filed with Air Borealis. Upon receipt of the request for refund and all supporting documents, Air Borealis will determine the validity of the request and, if valid, will refund the difference between the total fare paid by the passengers and the amount the passengers would have paid under the provision of this Rule.

Medical reasons and illness

Ticket extension:

- 1) In the case of Normal fares, if, after the passenger commences travel and is prevented from travelling within the period of validity of the ticket because of illness, Air Borealis will extend the period of validity of the passenger's ticket until the date when the passenger becomes fit to travel according to a medical certificate. Should space not be available when the passenger becomes fit to travel, Air Borealis will re-accommodate the passenger on the first flight on which space is available. In all cases, travel will be in the same class of service which the passenger had originally paid to travel from the point where the journey is resumed. However, when the remaining flight coupons of the ticket involve one or more stopovers, the validity of the ticket will not be extended for more than 3 months from the date shown on the medical certificate. In these circumstances, Air Borealis will also extend the period of validity of the tickets of persons travelling with the incapacitated passenger.
- 2) In the case of Special fare tickets, Air Borealis will extend the validity of the tickets until the date of the first available flight after the passenger becomes fit to travel according to the medical certificate, but not more than 7 days beyond the date when the passenger becomes fit to travel.

Waiver of the minimum stay requirement for special fares:

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

(E) Upgrading (changing from a lower to a higher fare ticket)

- 1) Before travel commences, a passenger may upgrade to a fare of higher value to travel to any of Air Borealis destinations provided travel is in accordance with below:
- 2) Passengers upgrading in accordance with (1) above, may do so provided:

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

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

(F) Transferability/non-transferability

A ticket is non-transferable.

Air Borealis will not be liable to the person named on the ticket if the ticket is either presented for transportation or for a refund by another person. Air Borealis will refuse transportation to any person other than the person named on the ticket.

(G) Prohibited Practices

Air Borealis specifically prohibits the practice commonly known as: **Hidden City or Point Beyond Ticketing**: The purchase of a fare from a point before the passenger's actual point of origin or to a point beyond the passenger's actual destination. Use of this practice will result in the passenger's reservation being cancelled and the passenger will not be entitled to a refund.

(H) Invalidated Tickets

If the passenger attempts to circumvent any term or condition of sale or Air Borealis determines that the passenger is making use of any of the prohibited practices specified in (G) above, this will cause the passenger's ticket to be invalid and Air Borealis will have the right to:

- a) Cancel any remaining portion of the passenger's itinerary; and

- b) Refuse to board the passenger or check the passenger's baggage; and/or
- c) Charge the passenger for the true value of the ticket, which shall be no less than the difference between the fare actually paid and the lowest fare for the passenger's actual itinerary.

Part IV – After travel



Part IV – After travel

Rule 120: Liability of Air Borealis for loss, damage to or delay of baggage, passenger delay or death or bodily injury

(A) Successive carriers

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

(B) Laws and provisions applicable

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

Air Borealis is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked or unchecked baggage as set out in the following paragraphs:

- a) The liability of Air Borealis is limited to sum of \$2,350.00 CAD for each passenger in the case of destruction, loss, damage or delay of baggage, whether checked or unchecked. However, the limit will not apply:
 - i. If it is proved that the damage resulted from an act or omission of Air Borealis, its servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in case of such act or omission of a servant or agent, it is also proved that such servant or agent was acting within the scope of their employment.
 - ii. If Air Borealis proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, Air Borealis shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage

Unless the passenger proves otherwise:

- b) All baggage checked by the passenger will be considered to be the property of that passenger.

- c) A particular piece of baggage, checked or unchecked, will not be considered to be the property of more than one person.
- d) Unchecked baggage, including personal items, will be considered to be property of the passenger who is in possession of the baggage at the time of embarkation.
- e) Should musical instruments be damaged during travel whereas the damage is resulted in mishandling by Air Borealis, maximum liability of damage and/or loss is \$2,350.00 providing proof of original receipts or a professional appraisal. If the passenger declares the monetary value is greater than Air Borealis maximum liability, the instrument is required to be shipped through Air Borealis Cargo whereas a declared value can be established.

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

Mobility aids

***Note:** The liability of carrier for substantiated claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise, is to be based on the cost of the repair or replacement value of the mobility aid.*

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

- a) The air carrier will immediately provide a suitable temporary replacement without charge;
- b) If a damaged aid can be repaired, in addition to (a) above, the air carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible;
- c) If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours following the passenger's arrival, Air Borealis will in addition to (a) above, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

Service animals and speciality animals

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

The passenger may declare that his/her baggage has a higher value than Air Borealis maximum liability. If the passenger does so, then the passenger must make this

declaration to Air Borealis at the time of check-in to allow for additional liability coverage in the case of destruction, loss, damage or delay of their checked baggage.

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

- a) has declared the value of the baggage to be an amount exceeding \$2,350.00 CAD per passenger for any one or more passengers to a maximum total liability of \$3000 CAD including basic carrier liability, and
- b) **has paid an additional charge of \$10.00 CAD or each \$100.00 CAD or fraction thereof per declaration**

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

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

- 9) The liability of Air Borealis in respect of the death of, or injury to, a passenger is limited to the sum of \$300,000 CAD.
- 10) In no cases shall Air Borealis liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.
- 11) Air Borealis is not liable:
 - a) In the case of any passenger whose age or mental or physical condition, including pregnancy, presents a risk or hazard, for any damages sustained by that passenger that would not have been sustained but for his/her age or mental or physical condition; or
 - b) In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

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

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

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

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

Limitations of Liability

Except as any applicable laws may otherwise require:

- 1) Air Borealis is not liable for destruction, loss, damage or delay of unchecked baggage arising out of or in connection with carriage or other supplementary services to carriage performed by Air Borealis, unless such damage is caused by the negligence of Air Borealis. Assistance offered to the passenger by Air Borealis employees in loading, unloading or transferring unchecked baggage shall be considered as complimentary service to the passenger. Air Borealis is not liable for damage to such unchecked baggage incurred during, or, as a result of this service, unless such damage is caused by the negligence of Air Borealis employees.
- 2) Air Borealis is not liable for any damages directly and solely arising out of its compliance with any laws, government regulations, orders, or requirements or from the failure of the passenger to comply with same or out of any cause beyond Air Borealis control.
- 3) Air Borealis is not liable for destruction, loss, damage or delay of baggage not in the charge of Air Borealis, including baggage undergoing security inspections or other measures not under the control and direction of Air Borealis.
- 4) Air Borealis is not liable for damage to the passenger's baggage caused by contents of the passenger's baggage. Any passenger whose property causes damage to another passenger's baggage or to the property of Air Borealis will compensate Air Borealis for all losses and expenses it incurs as a result.
- 5) Air Borealis may refuse to accept any articles that do not constitute baggage as this term is defined in Rule 4 Conditions of Carriage, but if these articles are delivered to and accepted by Air Borealis they will be considered to be within the value of the baggage and Air Borealis limit of liability.
- 6) Liability of Air Borealis for damage will be limited to events on its own line, except in the case of checked baggage, with respect to successive carriage, in which case, the passenger also has a right of action against the first or last carrier involved in the transportation.

- 7) If Air Borealis issues a ticket or checks baggage for carriage on another carrier, it does so only as an agent.
- 8) In the case of unchecked baggage, Air Borealis is liable only to the extent that the damage resulted from its fault or that of its servants or agents.
- 9) Any exclusion or limitation of liability of Air Borealis under this tariff or under the passenger's ticket will apply to agents, servants or representatives of Air Borealis acting within the scope of their employment and also to any person whose aircraft is used by Air Borealis and its agents, servants or representatives acting within the scope of their employment.
- 10) The owner of a pet will be responsible for compliance with all government regulations and restrictions including providing valid health and rabies vaccination certificates when required. Air Borealis will not be liable for loss or expense due to the passenger's failure to comply with this provision and Air Borealis will not be responsible if any pet is refused transportation.
- 11) When Air Borealis has exercised reasonable care and attention to the handling and treatment of perishable items or fragile articles, it shall not be liable for spoilage resulting from the delay in delivery of any perishable items described in Rule 4, Conditions of Carriage, nor for the damage to, or damage caused by, fragile articles described in Rule 4, Conditions of Carriage, which are unsuitably packed.

(C) Time limitations on claims and actions

- 1) No action will be taken against Air Borealis in case of loss or delay in the delivery of checked and unchecked baggage unless the passenger complains in writing to Air Borealis within:
 - 21 days from the date on which the baggage has been placed at the passenger's disposal (in the case of delay); or,
 - 21 days from the date on which the baggage should have been placed at the passenger's disposal (in the case of loss)
- 2) In the case of damage to checked baggage, the passenger must complain to Air Borealis immediately after discovery of damage, and at the latest, within seven days from receipt of the baggage.
- 3) Any claim against a carrier will be extinguished unless an action is brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

Overriding Law

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

Modification and Waiver

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

Gratuitous Transportation

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

Rule 125: Refunds

(A) General

- 1) The passenger must present to Air Borealis, or its authorized agent, an itinerary/receipt, a record locator, or a reservation number as satisfactory proof that the passenger has unused portions of a ticket which are eligible for refund.
- 2) Air Borealis will make a refund to the person who purchased the ticket.
- 3) Acceptance of a refund by the passenger will release Air Borealis from further liability.
- 4) Air Borealis can offer the refund in other forms (for example, vouchers or credits). Air Borealis will only provide a refund in another form if:
 - a) It does not expire
 - b) The person is informed in writing of the value of their refund and their right to receive a refund in that amount by the original payment method; and
 - c) The person confirms in writing that they have been informed of their right to a refund by the original method of payment and instead have chosen the other form of refund.
- 5) In any instance where refunds are appropriate, Air Borealis will process requests in a timely manner and refund the fare in the original form of payment. Air Borealis will process refund requests within 10 business days for credit card purchase, cash, or cheque transactions. All refunds (including (4) above) will be completed within 30 days as soon as the airlines' obligation to provide a refund is triggered.

(B) Involuntary refunds

- 1) Involuntary refunds are not subject to any restrictions contained in the applicable fare rule.
- 2) The amount of the involuntary refund will be as follows:
 - a) If, due to a schedule irregularity within Air Borealis control or denied boarding in accordance with Schedule Irregularities and Denied Boarding, the passenger chooses to no longer travel due to loss of purpose of travel or if alternate travel could not be provided within a reasonable time, Air Borealis will offer a refund equal to the fare and charge paid, irrespective if travel has commenced.

- b) If, due to a schedule irregularity within Air Borealis control or denied boarding in accordance with Schedule Irregularities and Denied Boarding, the passenger chooses to no longer travel because the alternate transportation offered does not meet with the passenger's satisfaction, Air Borealis will offer a refund equal to the fare and charge paid.
- c) If, due to a schedule irregularity not within Air Borealis control or a refusal to transport in accordance with Schedule Irregularities and Refusal to Transport, no portion of a ticket has been used, the amount of refund will be equal to the fare and charges paid; or
- d) If, due to a schedule irregularity not within Air Borealis control or a refusal to transport in accordance with Schedule Irregularities and Refusal to Transport, a portion of the ticket has been used, the amount refunded to the purchaser will be the one that results in the most generous amount using one of the following methods:
 - 12) The difference between the fare paid and the fare for transportation actually used or to be used; or,
 - 13) Provided that the point where travel terminated was on the passenger's routing as shown on the original ticket and the routing remains unchanged, the passenger will be refunded the difference between the one way fare applicable to the unused transportation from the point where the passenger terminated travel to the destination or next stopover point as named on the ticket or to the point at which transportation is to be resumed less the same rate of discount, (if travel is on a discount fare) that was applied to the original one way fare (including all charges). If the passenger was travelling on a round trip or circle trip ticket, the amount refunded would be based on the rate of discount of one half of the round-trip fare; or,
 - 14) If the point where the passenger terminated travel was not on the routing specified on the ticket, the refund will be based on the lowest applicable fare of any air carrier operating between the point where the passenger terminated travel to the destination or next stopover point named on the ticket or to the point at which transportation is to be resumed.
- 7) Involuntary refund of tickets shall be made in the currency used to issue the ticket and, in the country, where the ticket was purchased, whenever possible. However, Canadian dollar refunds or refunds in the currency of the country where the involuntary refund is necessary may be made at the request of the passenger provided a refund in such currency is not prohibited by local government foreign exchange control regulations.

(C) Voluntary refunds

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 Air Borealis which originally issued the ticket or its authorized agent.

- 1) 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.
- 2) 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.
- 3) Voluntary refund of tickets shall be made in the currency used to issue the ticket and, in the country, where the ticket was purchased, whenever possible. However, Canadian dollar refunds or refunds in the currency of the country where the voluntary refund is requested may be made at the request of the passenger provided a refund in such currency is not prohibited by local government foreign exchange control regulations.
- 4) Non-refundable tickets can be exchanged for a future ticket for up to one year from the ticket issue date as long as the reservation is cancelled on or before the first travel date on the ticket.

(D) Time limit for requesting a refund

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

(E) Refunds in the case of death

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

- 1) Refunds in the case of death are not subject to any restrictions contained in the applicable fare rules.
- 2) If no portion of a ticket has been used, the amount of refund will be equal to the fare and charges paid.

- 3) If a portion of the ticket has been used, the refund will be equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used and will not be subject to any cancellation fee and/or service charge.
- 4) Refunds will only be made upon presentation of the unused coupon(s) and death certificate, or a copy duly executed by the competent authorities (i.e. those designated to issue a death certificate by the applicable laws of the country concerned), in the country in which the death occurred.
- 5) In the case of death of the passenger, the refund will be made to the estate of the passenger.

(F) Jury duty

In the event the passenger is called to jury duty or subpoenaed, a full refund will apply upon presentation of jury summons or subpoena. No other document will be accepted.

(G) Refusal to refund

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

Appendix A: Base Point and Designators

Main Base

YYR Goose Bay, Labrador

Scheduled Points

CCE4 Black Tickle, Labrador
 CYCA Cartwright, Labrador
 CCH4 Charlottetown, Labrador
 CYHR Chevery, Quebec
 CYGV Harve St-Pierre, Quebec
 CYHO Hopedale, Labrador
 CTK6 Kegashka, Quebec
 CTT5 La Romaine, Québec
 CTU5 La Tabatiere, Quebec
 CYBX Lourdes-de-Blanc-Sablon, Quebec
 CYFT Makkovik, Labrador
 CYMH Mary's Harbour, Labrador
 CYDP Nain, Labrador
 CYNA Natashquan, Québec
 CNH2 Natuashish, Labrador
 CCP4 Port Hope Simpson, Labrador
 CCD4 Postville, Labrador
 CCZ2 Rigolet, Labrador
 CYZV Sept-Iles, Quebec
 CYAY St. Anthony, Newfoundland
 CCK4 St. Lewis (Fox Harbour), Labrador
 CYIF St. Augustine, Quebec
 CTB6 Tete-a-la-Baleine, Quebec

Appendix B: Air Borealis Aircraft Type & Bases

Name of Base	Airport or Seaplane Base	Aircraft Available (Name, Type, Model)		Undercarriage, Wheels, Floats, Skis, Amphibian
Goose Bay (CYR)	Airport	Dehavilland Dash-6-300	DHC-6	Wheels

Appendix C: Discounted Fares

DISCOUNT	FARE TYPE	DESCRIPTION	CONDITIONS
10%	All fare classes	Youth/Student	Number of student fares limited per flight Must present student ID No age limit for students
**See Note	YCOMP	Compassionate	Round trip only Death or imminent death of immediate family Must provide name of dying/deceased, relationship to passenger, funeral/memorial info imminent death provide info of attending physician and location of member (such as hospital)
10%	Available fare	Seniors	60 years and over
10%	Available fare	Senior's Companion	Any age (traveling with senior 60 years or older)
**See Note	YMED	Medical	must present doctor's letter stating travel for medical appointment.
**See Note	YMED	Attendant	same fare as medical passenger non self-reliant person who is capable of self-care during flight. Capable of providing assistance of a personal nature (such as using the washroom, eating, taking medications, etc.)
<p><u>One person, one fare</u> - When a passenger requests additional seating, Air Borealis will provide additional seating at no charge to persons with disabilities who require additional seating to accommodate their disabilities to travel by air, including those determined to be functionally disabled by obesity. Please contact our Reservations Department at 1-800-563-2800 or reservations@airborealis.ca to obtain the request form. Requests must be made at least 48 hours prior to travel. This does not apply to: Persons with disabilities or others who travel with an attendant for medical reasons or personal care; and persons who are obese but not disabled as a result of their obesity.</p>			

To receive a discounted fare the passenger MUST meet the conditions of the applicable rule.

** Note: Fares are dependent on market. Each discount is available from the Reservations Department at 1-800-563-2800 and each Air Borealis counter.

Appendix D: Freedom Fare Classes

	FREEDOM (most flexible fare class)
FREE Checked Baggage	√ 2 free bags (restrictions apply)
Refundable	√ (cancel at least 24 hrs prior to flight for refund. Travel credit applies outside of this timeframe)
Name changes permitted	√ \$100 plus taxes
Changes to ticket	√ \$100 plus tax change fee, plus cost of difference in fare

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

**** Failure to show up for a flight booked in any fare class, will result in all fares, fees, surcharges, and taxes being forfeited.**