
PACIFIC COASTAL AIRLINES
Part 1. Domestic Scheduled Tariff

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DOMESTIC SCHEDULED TARIFF

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Preamble

This Tariff contains the rules of how Pacific Coastal Airlines Ltd conducts business with our passengers and customers.

It will allow our passengers and our customers to know definitively what service we intend to provide, and the limits of that service. The Company will not only meet these minimum levels of expected service, but strive to provide the best customer service we can to our valued passengers and customers.

Although most of the Tariff is written to protect the interests of the passenger, it also protects the Company by stating what we expect from our passengers with respect to safety and security.

At Pacific Coastal Airlines we hope to make your travel as comfortable, simple and enjoyable as we can, if there's something here you don't like and you need us to, we will likely go above and beyond these rules to make your time with us the best we can. So don't hesitate to give us a call if you have any questions regarding the rules in these Tariff's. From our experience we know that with a bit of planning almost any issue can be worked out.

Amending Procedures

Tariff amendments will be promulgated as required by the President. After approval by the Canadian Transportation Agency, they will be issued to manual holders and published on the Company web site.

Each amended page will show the appropriate amendment number and date. All changes will be indicated by a vertical black bar adjacent to the item that has been changed. When manual is amended, a copy of the amendment is to be forwarded to the CTA along with the appropriate amendment instructions.

Amendment instructions shall include a "Remove Pages" and "Insert Pages" and "Reason for Change" list. The amended text shall be identified by a vertical line in the right hand margin.

When a manual or amendments thereto are superseded, instructions will be issued to all manual holders to destroy the superseded copies.

These Tariff's are comprised of three parts, the Domestic Scheduled, Domestic Charter, and the International Charter. All three parts are based on the Domestic Scheduled Tariff. For that reason the List of Effective Pages, the Preamble, and the Amending procedures are contained in this Part.

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EXPLANATION OF ABBREVIATIONS AND SYMBOLS

A.M.	Denotes	Ante-Meridian
P.M.	Denotes	Post-Meridian
LTD.	Denotes	Limited
C.O.D.	Denotes	Cash on Delivery
C.T.A.	Denotes	Canadian Transportation Agency
(A)	Denotes	Increase
(C)	Denotes	Change in wording which results in neither increase nor reduction in charges
(N)	Denotes	Addition
(R)	Denotes	Reduction
%	Denotes	Percent
\$	Denotes	Dollars
Co.	Denotes	Company
No.	Denotes	Number
lb(s)	Denotes	Pound(s)
PCAL	Denotes	Pacific Coastal Airlines Limited

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LIST OF AIRPORTS USED SERVING POINTS NAMED HEREIN

<u>Name of Point</u>	<u>Province</u>	<u>Airport</u>
Anahim Lake	B.C.	Anahim Airport
Bella Bella	B.C.	Bella Bella Water Base Bella Bella Airport
Bella Coola	B.C.	Bella Coola Airport
Calgary	A.B.	Calgary Int'l Airport
Comox	B.C.	Comox Airport
Campbell River	B.C.	Campbell River
Cranbrook	B.C.	Cranbrook Airport
Kamloops	B.C.	Kamloops Airport
Masset	B.C.	Masset Airport
Ocean Falls	B.C.	Ocean Falls Water Base
Penticton	B.C.	Penticton Airport
Port Hardy	B.C.	Port Hardy Airport Hardy Bay
Powell River	B.C.	Powell River Airport
Trail	B.C.	Trail Airport
Vancouver	B.C.	Vancouver Int'l Airport
Victoria	B.C.	Victoria Int'l Airport
Williams Lake	B.C.	Williams Lake Airport

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Rule 1.0 PASSENGER RULES, FARES AND CHARGES

DEFINITIONS

In Section 1 of this Tariff,

- ▶ “airport” includes any landing area or dock used to enplane or deplane passengers and baggage.
- ▶ “animals”, in addition to the usual connotation, includes reptiles, birds, poultry and fish.
- ▶ “Carrier” means Pacific Coastal Airlines Limited
- ▶ “connection point” means a point to which a passenger holds or held confirmed space on a flight and out of which the passenger holds or held confirmed space on a flight.
- ▶ “Event of Force Majeure” means an event, the cause or causes of which are not attributable to the willful misconduct or gross negligence of the Carrier, including, but not limited to (i) earthquake, flood, hurricane, explosion, fire, storm, epidemic, other acts of God or public enemies, war, national emergency, invasion, insurrection, riots, strikes, picketing, boycott, lockouts or other civil disturbances, (ii) interruption of flying facilities, navigational aids or other services, (iii) any laws, rules, proclamations, regulations, orders, declarations, interruptions or requirements of or interference by any government or governmental agency or official thereof, (iv) inability to procure materials, accessories, government or governmental agency or official thereof, (iv) inability to procure materials, accessories, equipment or parts from suppliers, mechanical failure to the aircraft or any part thereof, damage, destruction or loss of use of an aircraft, confiscation, nationalization, seizure, detention, theft or hijacking of an aircraft, or (v) any other cause or circumstances whether similar or dissimilar, seen or unforeseen, which the Carrier is unable to overcome by the exercise of reasonable diligence and at a reasonable cost.
- ▶ “mis-connection” occurs at a connecting point when a passenger holding confirmed space is or will be unable to use the accommodation out of the connecting point because the Carrier was unable to deliver him to the connecting point in time to connect with the other flight, due to late arrival of his flight at the connecting point, or cancellation of his flight at point of origin or en route.
- ▶ “outbound flight” means the flight on which a passenger originally held confirmed space beyond the point where the schedule irregularity or failure to carry or mis-connection occurs.
- ▶ “reroute” means to issue a new ticket covering transportation to the same destinations as, but via a different routing than, that designated on the ticket, or portion thereof, then held by the passenger for transportation to the same destination as, but via a different routing

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than, that designated thereon.

- ▶ “round trip” means any trip, the ultimate destination of which is the point of origin, and which is made in both directions.
- ▶ “stopover” means a deliberate interruption of a journey by the passenger, agreed to in advance by the Carrier, at a point between the place of departure and the place of destination.
- ▶ “ticket” means either a paper ticket or a reservation on the passenger’s ticketless itinerary.

2.0 APPLICATION OF RULES, REGULATIONS, FARES, RATES AND CHARGES

2.1 Rules in this tariff govern the application of all fares and charges published in this tariff. These rules constitute the conditions upon which the Carrier transports or agrees to transport and are expressly agreed to by the passenger to the same extent as if such rules were included as conditions in the contract of carriage.

2.2 Transportation is subject to the rules in effect on the date on which such transportation commences at the point of origin on the ticket.

2.3 Fares will be sold, and charges collected, and baggage checked only to or from landing areas.

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

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3.0 RESPONSIBILITY OF CARRIER

- 3.1 The Carrier will be responsible for the furnishing of transportation only over its own lines. When the Carrier undertakes to issue a ticket, check baggage, or make any other arrangements for transportation over the lines of the Carrier (whether or not such transportation is part of a through service), the Carrier will act only as agent to such other Carrier and will assume no responsibility for the acts or omissions of such other Carrier.
- 3.2 No agent, servant or representative of Carrier has authority to alter, modify or waive any provisions of the contract of carriage of this tariff. The Carrier does reserve the right to do more than is required by this tariff to enhance customer service under special circumstances.

4.0 GROUND TRANSPORTATION

The Carrier does not assume responsibility for the transportation of any passenger or his baggage between any airport and any other place in any area served through such airport. Ground transportation to and from any such airport is provided only by independent operators, who are not agents or servants of the Carrier, and at the passenger's expense. The Carrier may provide ground transportation as an additional service, from time to time. Such transportation is provided at the sole discretion of the Carrier.

5.0 REFUSAL TO TRANSPORT

5.1 The Carrier will refuse to transport or will remove at any point any passenger:

- a) whenever such action is necessary to comply with any governmental regulation, or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control (including but without limiting, Acts of God, Event of Force Majeure, strikes, civil commotions, embargoes, wars, hostilities or disturbances) actual, threatened or reported; or:
- b) whose status, age or mental or physical condition is such as to,
 - i) render him incapable of caring for himself without assistance, unless he is accompanied by an attendant who will be responsible for care for him en route, and with the care of such attendant, he will not require unreasonable attention or assistance from employees of the Carrier; (see Rule 16)
 - ii) make such refusal or removal necessary for the reasonable safety or comfort of other passengers and / or the safety of the Carrier's staff in the handling and assisting of the passenger. It should be noted that the Carrier does not use wide body aircraft and it must be possible for two people to safely lift and / or handle the disabled passenger. If this will present significant difficulties, other arrangements may be possible with prior notice; (see Rule 16)
 - iii) involve any unusual hazard or risk to himself or to other persons (including, in cases of pregnant passengers, unborn children) or to property.

5.2 The Carrier is not liable for its refusal to transport any passenger or for its removal of any passenger in accordance with the preceding paragraphs of this rule, but will, at the request of the passenger, refund in accordance with Rule 25.1 (refund involuntary).

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- 5.3 Persons under the influence of alcohol or drugs shall be refused carriage.
- 5.4 Persons who are abusive, disruptive or otherwise unruly to Pacific Coastal agents, staff or other customers shall be refused carriage. Such refusal to be at the discretion of the senior agent available at the time or the aircraft Captain.

6.0 ACCEPTANCE OF CHILDREN

- 6.1 Every child under the age of 2 must be accompanied by an adult on a one to one basis. The one adult for each child under 2 rule, is a regulation that the airline must adhere to. Details of child restraint systems can be found in Rule 6.6 pg 11.
- 6.2 Children 2 and over, but under 12 years of age, are accepted for transportation without restrictions when accompanied by a passenger at least 12 years of age or over.
- 6.3 Unaccompanied Minors (UM's) - Children under 12 years of age not accompanied by a passenger 12 years of age or over are accepted for transportation only under the following conditions:
- a) under 5 years of age, not accepted under any conditions;
 - b) UM's 5 years to 11 years of age, may be accepted for on-line transportation. The child must be brought to the airport of departure by a parent or responsible adult who remains with the child until enplaned and who must furnish the Carrier with satisfactory evidence that the child will be met by another parent or responsible adult upon deplaning at his destination but not accepted if the flight on which the child holds a reservation is expected to terminate short of, or by-pass his destination;
 - c) Children 12 years of age and over, accepted without restrictions
 - d) No Unaccompanied Minors will be accepted for flights that connect. If a parent or guardian wishes to send an UM on a series of flights, these conditions must be met :
 - i) The UM must be booked as two (or more) separate flights. For all intents and purposes, including baggage, the reservations will be considered as separate flights. The UM will have paper work signed in and out for each flight, and baggage will be tagged point to point and will need to be collected and then re-checked;

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- ii) The parent or guardian must arrange for a responsible person to meet and take custody of the UM, and attend to their needs until such time as the next flight. Any inconvenience or cost caused by delays or reroutes will be the responsibility of the parent or guardian;
 - iii) A minimum time between flights of 1 hour must be planned;
 - iv) Failure of parent or guardian or other responsible adult to meet the child at his destination will result in the child being returned to original departure point if possible. If any difficulties arise that can not be resolved, Child Services and the RCMP will be contacted and the child will be surrendered to them;
 - v) All costs incurred by the Carrier for return of the child, shall be assessed to the parent, guardian or responsible adult in custody of the child;
 - vi) If any of these conditions can not be met or agreed upon the child will not be accepted for travel;
 - vii) The Carrier does not charge for the acceptance of liability for care of an UM, but does reserve the right to do so should it be deemed necessary.
- 6.4 The fare applicable to the transportation of children will be determined in accordance with Rule 15, (Fares for Children).
- 6.5 The Carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

6.6 CHILD RESTRAINT SYSTEMS

This section describes the acceptable types of child restraint systems and their use on Pacific Coastal Airlines aircraft.

Infant Restraint System - is an aft facing restraint system that is generally restricted to an occupant weight of under 20 pounds. Weight restrictions are specified on the system and can vary from one system to another. Infant Restraint Systems are certified to Canadian Motor Vehicle Safety Standard - CMVSS 213.1.

Child Restraint System - is a forward facing restraint system that is generally restricted to an occupant weight of 20 to 40 pounds. However, some systems can accommodate occupants of a greater weight. Weight restrictions are specified on the system and can vary from one system to another. Child Restraint Systems are certified to CMVSS 213.

Convertible Restraint System - the term "convertible" is often used by manufacturers to describe restraint systems which can be used as an aft-facing system for infants and as a forward-facing system for children. These restraint systems are certified to both CMVSS 213 and 213.1.

The following conditions must be met:

- a) Restraint systems which are manufactured or sold in Canada must be affixed with a Statement of Compliance label which states that the system has been certified to CMVSS 213 or 213.1 and indicate the date of manufacture as being after January 1, 1981.
- b) Seats manufactured to the US standards between January 1, 1981 and February 25, 1985 must bear the label: "This child restraint system conforms to all applicable *Federal Motor Vehicle Safety Standards*"
Seats manufactured to US standards on or after February 26, 1985 must bear two labels:
 - (i) "This child restraint system conforms to all applicable *Federal Motor Vehicle Safety Standards*" and
 - (ii) " **THIS RESTRAINT IS CERTIFIED FOR USE IN MOTOR VEHICLES AND AIRCRAFT**" in red lettering.

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- c) The occupant does not exceed the weight limit for which the restraint device was designed.
- d) The device must fit between the armrest of the seat, be easily secured using the aircraft seat belt and installed according to the directions on the device.
- e) The restraint system is properly secured to a seat which is not located in an emergency exit row, or in any seat so as to prevent access to emergency or safety equipment.
- f) The restraint system is not located in a seat where it will block access by a person to the aisle of the aircraft.
- g) The adult accompanying the infant is:
 - familiar with the method of releasing the occupant from the restraint system, and
 - is seated in the adjacent seat to the seat in which the restraint system is used.
- h) The restraint system must be provided by the passenger and an additional seat purchased.
- i) An individual safety briefing is provided to the adult accompanying the infant, which includes:
 - i) the responsibilities of the adult - the security of the restraint system and its occupant;
 - ii) adherence to the seat belt sign; and
 - iii) evacuation procedures.
- j) Evacuation: In an evacuation the occupant must be removed from the restraint device.
 - Adult must be briefed that if an emergency exists, the occupant must be removed from the device and the device left behind.

NOTE: Although tether straps are required in automobiles, they are not authorized for use on aircraft. The flight crew must ensure the tether strap is removed or secured so as not to become a hazard during flight.

Booster seats, booster cushions, belly loop belts and snugglies are prohibited for use on board aircraft. (booster cushions are only certified for use in an automobile with a shoulder belt - not approved for aircraft)

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7.0 RESERVATIONS

7.1 GENERAL

- a) A reservation will be tentative only and will not be valid until the passenger has secured a confirmed ticket or a reservation number indicating his confirmed reserved space on the passenger's ticketless itinerary.
- b) All space is reserved but no passenger shall be allotted any particular seat. Reservations made without purchase of tickets will be held only for such time as the Carrier may in each case deem sufficient to permit the purchase of tickets after reservation has been confirmed.
- c) Reservations will be accorded for the carriage of passengers in the order received by the Carrier.
- d) In case of overload from whatsoever cause arising, the Carrier reserves the right to transfer any or all of the passengers at the point on the route to the next flight on which accommodations are available. See Rule 7.3.

7.2 CANCELLATION

- a) The Carrier will cancel the reservation of any passenger whenever such action is necessary to comply with any governmental regulation, or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control.
- b) Tickets are valid only for passage beginning on the dates shown on face of ticket, between points named on the flight coupons and for trips on which space has been reserved, except that tickets endorsed for reservations on flight from stopover points, or on return flights, or on flights originating at stations other than where the sale is made, must be validated by the Carrier in accordance with the time limit endorsed on the flight coupons of such tickets.

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

- d) Check-in time. Reservations are subject to cancellations at the discretion of the Carrier if passengers do not report to the Customer Service Counter at least twenty (20) minutes prior to flight departure.

7.3 AIRCRAFT SPACE AND WEIGHT LIMITS

Passengers will only be carried within the space and weight limitations of the Carrier's aircraft, and the Carrier reserves the right to deny boarding or transport to any person in order to comply with such limitations. If this policy results in a passenger being denied boarding on an aircraft for which such passenger has paid a fare, then the following shall apply:

- a) if the passenger has not checked in at least twenty minutes before planned departure, the passenger shall forfeit his or her right to obtain a refund of any fare paid in respect of the flight;
- b) if the passenger is denied boarding after checking in at least twenty minutes before planned departure, such passenger shall be offered:
 - 1) transportation on another flight offered by the Carrier at a later time to such passenger's original destination, free of charge, and;
 - 2) a full refund of the fare paid by that passenger in respect of the flight and in addition, a credit applied to the passenger's itinerary for a free travel voucher equal to the value of the original portion of the affected fare;
 - 3) if a passenger elects to board another flight offered by the Carrier at a later time, and such flight is within forty-eight (48) hours of the original flight, such passenger shall, as circumstances warrant, be entitled to be compensated for taxi to and from the airport to a

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suitable hotel (if the later flight is not on the same day as the original flight). Accommodations (if required) and meals will be provided to such passenger at no extra charge.

8.0 TICKETS

Pacific Coastal Airlines Limited, like many airlines, has moved to a ticketless system. There are still provisions for paper tickets, and they are still used in some applications, but the vast majority of “tickets” are now ticketless itineraries. For the intent of the following rules, the term “ticket” will mean both paper tickets and/or the ticketless equivalent.

8.1 GENERAL

- a) No person shall be entitled to transportation except upon presentation of a valid ticket or the declaration of a ticketless itinerary. A paper or ticketless itinerary shall entitle the passenger to transportation only between points of origin and destination.

- e) If there is a disagreement between the existence of and/or the contents of an ticketless itinerary, the responsibility lies with the passenger to produce either a reservation number, or produce a receipt of payment of the ticket. If valid evidence of a ticket cannot be produced at the time of travel, a new full fare ticket must be purchased. If the passenger can then at a later date provide valid evidence of the original purchase, the cost of the full fare ticket will be reimbursed.

- b) Flight coupons when issued, must be used in sequence from point of origin as shown on ticket and will be honored only in the order in which they are issued, and only if all unused flight coupons and passenger coupons are presented together.

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

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

8.2 VALIDITY

- a) Except as otherwise provided, tickets shall be valid for a period of one (1) year after date of issuance. Tickets expire at midnight on date of expiration.
- b) Any ticket shall be revocable by the Carrier upon refunding the fare paid.

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9.0 APPLICATION OF FARES

9.1 Except as herein provided, passage via the Carrier is subject to the tariff regulations and fares effective on the date of the commencement of passage from the point of origin or point of stopover, as the case may be. In the event of an increase or decrease in fare effective subsequent to the purchase of a ticket but prior to the commencement of any portion of the passage thereunder, the full amount of the increase or decrease shall be collected or refunded, as the case may be, before such tickets are honored for passage.

- a) If any portion of the ticket has been used, the unused portion thereof shall not be subject to an increase in fare, but shall be subject to a decrease in fare, and the Carrier when presented with a partially used ticket shall, at the passenger's option:
 - i) honor the unused portion of the ticket without adjustment, or
 - ii) refund the value of the unused portion of such ticket upon surrender thereof as provided in Rule 25, and permit the passenger to purchase a new ticket for the balance of his passage at the decreased fare applicable to the balance of his passage; and
 - iii) fares and charges will apply only to transportation between the airports through which the points named in connection with such fares and charges are served by Carrier.

10.0 CONSTRUCTION OF FARES NOT PUBLISHED

- 10.1 When the fare between any two points is not specifically published such fare will be constructed by combining those fares, applicable via the desired routing from the passenger's point of origin, which produce the lowest fare, provided, however, that:
- a) if the fare so constructed exceeds the fare applicable to or from a more distant point via the same routing, the fare applicable to or from such more distant point will apply;
 - b) if a fare constructed for at trip interrupted by travel other than via Carrier exceeds the applicable through fare for uninterrupted travel via the same routing, the applicable through fare will apply.

11.0 TERMS AND CONDITIONS OF CARRIAGE

11.1 LIABILITY

General

- a) The terms, conditions, rules and regulations referred to in this tariff shall be applicable to all transportation and to all services and operations relating to such transportation performed or to be performed by the Carrier except as any applicable law may otherwise require.
- b) The Carrier shall not be liable for any death, injury, loss or claim of whatsoever nature (hereinafter collectively referred to as damage) arising out of or in connection with carriage or ancillary or other services hereunder unless such damage is proved to have been caused by the negligence or wilful fault of the Carrier and there has been no contributory negligence of the passenger, shipper, consignee or other claimant.

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- 11.1 cont...
- c) The Carrier is not liable for any damage directly or indirectly arising out of compliance with laws, government regulations, orders or requirements or from any cause beyond the control of the Carrier.
 - d) The Carrier shall not be responsible for any accident causing death or injury to persons while embarking or disembarking from aircraft unless such damage is proved to have been occasioned by the negligence of the Carrier and/or for any accident causing death or injury to persons after disembarking from an aircraft, waiting to board an aircraft, waiting for or with passengers, or sightseeing on any property used by the Carrier.
 - e) The liability of the Carrier in respect of the death or injury to a passenger carried for hire and reward when the injury, whether resulting in death or not, is sustained during the operations of flight or while embarking or disembarking, or at any time while the passenger is aboard the aircraft, is limited to the sum of \$300,000.
 - f) When the Carrier transports any passenger whose condition is such as to involve an unusual risk or hazard, the Carrier is not liable for any loss or damage which would not have been sustained but for the age or mental or physical condition of such passenger including in the case of a pregnant passenger, any injury, illness or disability sustained by an unborn child.

11.2 LIMITATION OF LIABILITY

- a) Passengers

Where the Carrier would otherwise be liable in respect of the death or injury of the passenger carried for hire sustained during the operations of the flight embarkation or disembarkation or at any time while the passenger is aboard the aircraft the liability of the Carrier shall not be limited in respect of such passenger liability insurance or security stipulated by the C.T.A. as a condition of the Carrier's licences; provided that this provision shall not apply in respect of any passenger whose condition is such as to involve an unusual risk or hazarding regard to loss or damage which would not have been sustained but for the age or mental or physical condition of such

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- 11.2 cont... passenger including in the case of a pregnant passenger any injury, illness or disability sustained by an unborn child. The Carrier reserves the right to require a medical clearance from a proper medical authority if travel involves any unusual risk or hazard to the passenger or to other persons (including, in cases of pregnant passengers, unborn children).
- b) Where the Carrier is liable in respect of a death or injury for the passenger, carried for hire or reward, sustained during the operations of flight or while embarking or disembarking or at any time while the passenger is aboard the aircraft the liability of the Carrier shall, except in the case of passengers conditionally accepted be limited to an amount equal to the minimum amount per passenger of passenger liability insurance or security stipulated by the C.T.A. as a condition of the granting of a licence to the Carrier.
- c) No action may be maintained against the Carrier for injury to or for delay in carriage of any passenger unless the action is commenced within one year of such occurrence.
- d) No action may be maintained against the Carrier for loss of or damage to baggage unless notice of the claim shall have been presented in writing to the head office of the Carrier within thirty days (or such further period as a Court may decide in view of all the circumstances to be reasonable) after the occurrence of such loss, damage or delay and unless the action is commenced within one year of such occurrence.

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12.0 INSURANCE

Rates quoted in the tariffs of the Carrier do not include insurance.

13.0 CURRENCY OF FARES AND CHARGES

All published fares and charges are stated in dollars and cents of the lawful currency of Canada.

14.0 FARES

14.1 All fares are subject to change based market conditions and cost of service. The latest fares are available by request and / or by consulting Carrier's web site on the internet. www.pacificcoastal.com

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

15.0 FARES FOR CHILDREN

15.1 Children under 2 years of age:

The Carrier accepts for transportation, without charge, not more than one child under two years of age, not occupying a separate seat, and accompanied by a fare-paying passenger at least twelve years of age or over.

15.2 All Children 2 years of age and older, including Unaccompanied Minors, will be charged the same as for an adult. All children are accepted for transportation only in accordance with Rule 6 (Acceptance of Children).

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16.0 TRANSPORTATION OF PASSENGERS WITH A DISABILITY

Definitions :

“Ambulatory” Means a person who is able to move about within the aircraft unassisted.

“Non-ambulatory” Means a person who is not able to move about within the aircraft unassisted.

“Non-self-reliant” Means a person who is not self reliant, may still require assistance boarding or deplaning.

“Self-reliant” Means a person who is independent, self-sufficient and capable of taking care of all personal needs during flight, and does not require assistance of a personal nature, such as assistance with eating, using the washroom facilities or administering medication nor does not require services from the Carrier other than that which is normally offered by the Carrier.

16.1 ACCEPTANCE OF A PASSENGER WITH A DISABILITY

- a) The Carrier will accept the determination of a person with a disability as to self-reliance. When a passenger has advised the Carrier of his or her self-reliance, the Carrier shall not refuse such passenger transportation on the basis that there is a lack of escort or that the passenger may require additional attention from the airline employees.

- b) Passengers with a disability will be accepted for transportation as outlined below:

Disability	Assistant Required
Blind	No
Deaf	No
Blind and Deaf/Self-reliant	No
Blind and Deaf/Non-self-reliant	Yes
Intellectual/Self-reliant	No

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16.1 cont...	Intellectual/Non-self-reliant	Yes
	Ambulatory/Self-reliant	No
	Ambulatory/Non-self-reliant	Yes
	Non-ambulatory/Self-reliant	No *
	Non-ambulatory/Non-self-reliant	Yes

* The maximum per flight may be limited subject to passenger safety limitations, aircraft specifications, and airport handling facilities available at departure or arrival airports.

- c) The Carrier reserves the right to require a medical clearance from proper medical authorities if travel involves any unusual risk or hazard to the passenger or to other persons (including, in the case of pregnant passenger, unborn children);

- d) The Carrier will refuse to transport or will remove at any point, any passenger through whose actions or inaction proves to the Carrier that his or her mental or physical condition is such as to render him incapable of caring for himself without assistance, unless he/she is accompanied by an attendant who will be responsible for caring for him/her en route and, with the care of such attendant, he/she will not require unreasonable attention or assistance from the employees of the Carrier.

- e) The Carrier will refuse or make removal necessary of any passenger if carriage of that passenger will jeopardize the safety or reasonable comfort of the passenger or other passengers and/or the safety of the Carrier's staff in the handling and assisting of the passenger. It should be noted that the Carrier does not use wide body aircraft and it must be possible for two people to safely lift and/or handle a disabled person. If this will present any unreasonable difficulties or concerns for safety, other arrangements may be possible with prior notice;

- f) Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows or over wing emergency exit rows;

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- 16.0 cont... g) Reservations should be made at least 24 hours in advance of travel, advising the Carrier as to the nature of the disability and assistance required, so that arrangements can be made. The Carrier will make every effort to accommodate passengers who fail to make reservations 24 hours in advance;
- h) In addition to the regular free baggage allowance, the Carrier will accept the following items as priority checked baggage without charge :
- 1) an electric wheelchair, a scooter or a manually operated rigid-frame wheelchair;
 - 2) a manually operated folding wheelchair;
 - 3) a walker, a cane, crutches or braces;
 - 4) any device that assists the person to communicate better; and
 - 5) any prosthesis or medical device.
- i) Walkers, crutches and canes may be retained in the passengers's custody provided they are stowed in accordance with the Carrier's safety regulations and provided they may be accommodated.
- j) If requested at least 48 hours before the scheduled time of departure of the person's flight, the Carrier will provide the following assistance. If the request is not made within 48 hours the Carrier will make a reasonable effort to provide the services.

The Carrier will provide a enhanced level of service for those passengers which request it at least 48 hours ahead of their flight time. If this request is not made ahead of time the Carrier will still make a reasonable effort to assist in every way it can.

Assistance will be provided with:

- 1) registration at check-in counter;
- 2) proceeding to the boarding area;
- 3) boarding and deplaning;
- 4) stowing and retrieving the person's carry-on baggage;

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- 16.1 cont...
- 5) retrieving the person's checked baggage;
 - 6) transferring the person :
 - a) between: the person's own wheelchair, scooter or other mobility aid and: a wheelchair, boarding chair or other mobility aid provided by the Carrier.
 - b) Between : a wheelchair, boarding chair or other mobility aid and: the person's passenger seat.
 - 7) assisting the person, other than by carrying the person, in moving to and from an aircraft washroom.
 - 8) serving special meals, where available, and providing limited assistance with meals such as opening packages, identifying items and cutting large food portions;
 - 9) inquiring periodically about the person's needs while awaiting a flight after check-in, when in transit between flights and during the flight;
 - 10) assembling and disassembling of mobility aids; and
 - 11) proceeding to the general public area or to a representative of another Carrier.

16.2 MOBILITY AIDS

If a mobility aid is damaged or lost, the Carrier will immediately provide a suitable temporary replacement without charge. If a damaged aid can be repaired, the Carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible. If a damaged aid cannot be repaired or is lost and cannot be located with 96 hours after the passenger's arrival, the Carrier will, at its discretion, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

16.3 SERVICE ANIMALS

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

- a) the animal is properly harnessed and certified as having been trained by a professional service animal institution.
- b) For the comfort of all passengers, the Carrier staff will determine, in consultation with the disabled person, where the person and the service animal will be seated. Such an animal may not occupy a seat in the aircraft. The passenger should recognize that the Carrier does not use widebody aircraft and that space on some of the aircraft types do not allow for a large animal to be placed under the seat area. It is very important that when booking a flight, mention is made of the service animal and it's size. The Carrier may be able to make other arrangements to ensure adequate space if this is arranged prior to departure.
- c) Should injury to or death of a service animal result from the fault or negligence of the Carrier, the Carrier will undertake to provide expeditiously, and at its own expense, for medical care, and if necessary, replacement of the animal.

16.4 PASSENGER OXYGEN

The Carrier will accept for transportation, without charge, a maximum of two passengers per flight to each bring up to two (2) oxygen cylinders containing gaseous oxygen only for personal use onboard the aircraft. The passenger will be allowed to check one additional bottles for a total of three (3). It is recommended that only one bottle be carried on the flight and that in any case the regulator can not be changed during the flight from one bottle to the other.

The passenger is recommended to provide a doctor's certificate or note stating they are physically acceptable for travel. Guests should also verify with their physician or oxygen supplier that their oxygen supply will last for the duration of the flight.

There are many other restrictions associated with the carriage of oxygen as it is considered 'Dangerous Goods'. If a passenger wishes to carry or check more than three cylinders, it will not be allowed unless they meet the 'Carriage of Dangerous Goods Regulations'. This information can be found by contacting our Cargo department and making the arrangements to ship the extra bottles as cargo.

16.5 PASSENGERS ON STRETCHERS

The Carrier will upon advance arrangements and subject to the availability of space and appropriate equipment, accept for transportation passengers on stretchers. The fare for passengers will be triple the applicable adult passenger fare between points between which the passenger travels on a stretcher. An attendant is required for each stretcher passenger and the fare for such attendant will be the regular tariff fare. The normal free baggage allowance will apply to each fare paid under the rule.

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17.0 PRISONERS

The Carrier reserves the right to refuse the carriage of a prisoner or prisoners, unless accompanied by an officer of the law who will be fully responsible for the proper conduct of his charge.

18.0 ACCEPTANCE OF BAGGAGE, LIVE ANIMALS OR ACCESSORIES

18.1 The Carrier has the right to examine baggage tendered for transportation.

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

- a) The Carrier has the right to refuse to accept baggage for transportation on any flight other than the one on which the passenger is to be transported;
- b) The Carrier will refuse to accept any property for transportation if it cannot withstand ordinary handling, or its weight, size or character renders it unsuitable for transportation on the particular aircraft on which it is to be transported;
- c) The Carrier will refuse to transport or will remove at any point any baggage which the passenger refuses to allow the Carrier, upon the request of the Carrier, to examine;
- d) The Carrier will refuse to accept the following articles for transportation unless advance arrangements have been made:
 - i) assembled firearms or ammunition, except that Carrier will accept for transportation sporting firearms when not loaded and when in a suitable case and a small quantity of small arms ammunition for personal use when packed in the original package of the manufacturer without advance arrangements being made;

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- 18.2 cont...
- ii) any other articles, including live animals, which can cause annoyance to passengers, or which cannot be carried in the baggage or cargo compartments of the aircraft;
 - iii) any liquids, as baggage or otherwise, or any other articles not suitable, or not suitably packed for transportation in aircraft. Carrier will not be liable for the losses of, or damage to, liquids or such other articles, or for the damage to other baggage or cargo.
- e) The Carrier will accept photo-flash bulbs for transportation if the bulbs are packed in the original package of the manufacturer, and the package is marked to indicate the nature of the contents and to show that it is to be handled with care;
- f) Service and Mobility Aids. In addition to the free baggage allowance, the Carrier will accept the following items as priority checked baggage without charge:
- 1) Wheelchairs with non-spillable batteries with terminals disconnected and taped;
 - 2) Mobility aids such as, but not limited to manually operated wheelchairs, scooters, walkers, crutches and canes. Walkers, crutches and canes may be retained in the passenger's custody provided they are stowed in accordance with the Carrier's safety regulations and provided that they may be accommodated.
 - 3) The Carrier assumes responsibility for disassembling and reassembling (as required) mobility aids to ensure the device is safe for travel.
 - 4) See Rule 16 for details.
- g) The Carrier will accept for transportation, without charge, a dog trained to lead the blind, if properly harnessed, when it accompanies a passenger with impaired vision dependent upon such dog. The dog will be permitted to accompany such passenger into the cabin, but will not be permitted to occupy a seat; (see Rule 16 for details)

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- 18.2 cont...
- h) Live animals will only be accepted for transportation, provided that:
 - i) advance arrangements are made;
 - ii) they are harmless, quiet, inoffensive, odorless and will require no attention in transit;
 - iii) they are properly caged;
 - iv) The Carrier may refuse transportation of any live animal if it is deemed, by the Carrier or its agents, to be unacceptable for any reason. Live animals shall not be carried in the passenger compartment unless deemed by the Captain to not create a safety hazard or nuisance to other passengers. The Captain judgment shall prevail.
 - v) the animal may be subject to the charge for excess weight regardless of the weight of other baggage presented by the passenger.

 - i) Infant car seats will be accepted for transportation in the cabin only when an additional seat is reserved and an additional ticket is purchased therefor, and when the car seat has approved sticker for travel in automobile or aircraft on it and is properly secured by the seat belt. Snugglies are not acceptable for infant carriage. See description of acceptable seats in Rule 6.6, pg 13.

18.3 ARTICLES ACCEPTED AS BAGGAGE:

- a) Baggage shall consist only of wearing apparel, non-liquid toilet articles and similar effects for actual use which are necessary and appropriate for the comfort and convenience of the passenger for the purpose of journey and not intended for other persons or for sale.
Portable T.V.'s, electronics, laptops, cameras, money, jewelry, silverware, samples, negotiable paper, securities and similar valuable or business documents will be carried only at the risk of the passenger.
- b) Baggage must be enclosed in receptacles provided with handles, loops, or other suitable means of attaching checks, and sufficiently strong to withstand necessary handling, such as trunks, valises, telescopes, suitcases, leather hat boxes, satchels, medium sized boxes (constructed of wood or heavy corrugated card or fibre board).
- c) Receptacles when not securely locked will not be received or checked except on condition that no liability will be assumed for loss of articles therefrom whether resulting from negligence of the Carrier, its servants or agents, or otherwise howsoever.

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19.0 FREE BAGGAGE ALLOWANCE

- 19.1 Upon presentation by a fare-paying passenger of a valid ticket covering transportation between points on its lines, the Carrier will transport up to fifty (50) pounds of baggage presented by such passenger, without charge, between such points. A child under two (2) traveling for free with a fare-paying adult, is not entitled to any free baggage allowance.
- 19.2 Where two or more passengers, traveling together to a common destination by the same flight, present themselves and their baggage, at the same time and place, they shall be permitted a total free baggage allowance equal to the combination of their individual free baggage allowance. Baggage weight in excess of the combined free baggage allowance will be subject to excess weight charges.
- 19.3 Except as otherwise provided, the term “baggage” for the purpose of determining “free baggage allowance”, and for no other purpose, shall include all luggage including briefcases, portfolios, packages, parcels, typewriters, camera equipment and accessories and other similar articles whether personally carried by passengers in the cabin or checked and carried in the cargo compartments. (Individual books and magazines, binoculars, pocket size cameras and coats will not be weighed as “baggage” when carried by the passenger in the cabin.

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20.0 CHARGES FOR EXCESS WEIGHT OR BAGGAGE

- 20.1 Any baggage, the weight of which exceeds the applicable maximum free allowance, will be accepted for transportation only upon payment of excess weight charges at the applicable freight rate, each pound of excess rounded off to the next higher multiple of five (5) cents. The applicable Freight Rate is calculated based on distance and is subject to change. Contact a Carrier representative for the latest rates for any given route.

- 20.2 Fractions of a pound of excess weight will be increased to a full pound.

- 20.3 Charges will be applicable from the point at which such baggage is accepted for transportation to the point to which such baggage is checked.

21.0 LIABILITY OF CARRIER FOR BAGGAGE

21.1 The Carrier will not be liable for:

- a) the loss of, or any damage to or delay in the delivery of any property which is not acceptable for transportation pursuant to Rule 18, (Acceptance of Baggage), or for any other loss or damage of whatever nature resulting from any such loss or damage or from the transportation of such property;

- b) loss, damage to, or delay in the delivery of fragile or perishable articles, money, jewelry, silverware, negotiable papers, securities, or other valuables, business documents, or samples which are included in the passenger's checked baggage, whether with or without the knowledge of the Carrier.

- c) Minor damage such as would be expected under normal wear and tear during transit. This includes zippers, scuffs, scratches, nicks, dents, missing straps, feet, clips and wheels, exterior tube handles or similar damage attributable to normal wear and tear.

22.0 LIMITATION OF LIABILITY FOR BAGGAGE

Pacific Coastal Airlines will do its best to ensure that all baggage gets to where it is supposed to be on time and without damage. There is occasion where it doesn't. In this case we will do everything we can to reunite the baggage with the passenger or make restitution. In most cases the baggage is in our system and can be quickly located and sent on the next flight. If this is not the case, or if the baggage has been damaged the Company will do what it can to prevent further inconvenience. The supervisor in the Vancouver freight office may immediately authorize an allowance that will enable the passenger to replace the necessities until the bag is found or the investigation is complete. This allowance will depend on the situation of course, but will not normally be paid out unless the bag will not be reunited within the same day. This allowance is determined by the supervisor and will be limited by the following rules.

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22.1 The following conditions apply to lost or damaged baggage :

- a) In the event of lost or damaged baggage the passenger must initiate a claim within one (1) hour of arrival at destination by contacting the Carrier's representative on site or by contacting the Freight office in Vancouver.
- b) Upon receipt of a lost or damaged bag claim that the Carrier can not rectify on the day of travel, Carrier may authorize up to a fifty (\$50) dollar allowance for incidental costs of the lost or damaged baggage.
- c) The liability, if any, for loss or damage to checked baggage or for delay in the delivery thereof is limited to \$250.00 for each ticket which will be paid after an intensive search is carried out. The claim will be paid out after a ten (10) day period in which the lost baggage is not retrieved. A damaged bag will be paid out at the supervisors discretion after an investigation is completed. In the case of a damaged bag the waiting period will be no more than five (5) business days .
- d) The foregoing limitation will also apply to baggage or personal property accepted by the Carrier for temporary storage at a city or airport ticket office or elsewhere prior to the commencement or subsequent to the completion of the passenger's transportation.
- e) Unchecked baggage or other personal property shall be carried at the risk of the passenger.
- f) The Carrier will accept liability for mobility aids as is presented in Rule 16, Transportation of Passengers With Disabilities.
- g) If the value of your bag contents exceeds the Carrier's liability, you may wish to consider purchasing baggage insurance through your own insurance company, prior to travel.

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23.0 FAILURE TO OPERATE ON SCHEDULE

- 23.1 When a passenger who has a ticket and a confirmed reservation is delayed and/or misses a connection because of:
- a) a schedule irregularity such as a change in the schedule of flight, delay in arrival or departure time, omission of a scheduled stop or cancellation of a flight; or
 - b) inability to provide previously confirmed space; or
 - c) cancellation of the passenger's reservation pursuant to Rule 7.2 (Cancellations); the Carrier will:
 - i) transport the passenger on another of its flights on which space is available, at no additional cost to the passenger; or
 - ii) reroute the passenger only over its own lines to the destination, next stopover point or transfer point shown on its portion of the ticket, without stopover, at no additional cost to the passenger; or
 - iii) refund in accordance with Rule 25.1 (Refund Involuntary).
- 23.2 Except to the extent provided in this rule, the Carrier will not be liable for failing to operate any flight according to schedule or for changing the schedule of any flight, with or without notice to the passenger.

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24.0 REROUTING

- 24.1 When a rerouting or change of destination is made at the passenger's request, the fare and charges that would have been applicable to the original destination are revised to the new destination with the following conditions :
- a) If the original ticket was a reduced fare ticket, any unused value of the original ticket is not refundable and will be held as a credit for one year from the date of original purchase.
 - b) If the ticket was a full fare ticket, any unused portion will be refunded.
 - c) If any additional fares and/or charges are applicable they must be paid at the time of change, prior to departure.

25.0 REFUNDS

25.1 INVOLUNTARY

The amount the Carrier will refund upon surrender of the unused portion of the passenger's ticket pursuant to Rule 5 (Refusal to Transport), Rule 6 (Acceptance of Children) or Rule 23 (Failure to Operate on Schedule) is not applicable, the Carrier will, at the request of the passenger, and upon surrender of the unused portion of his ticket, provided application is made within the period of validity of the ticket, refund to the passenger named on the ticket on the following basis:

- i) if no portion of the ticket has been used, the refund will be an amount equal to the fare and charges applicable to the ticket issued to the passenger; and
- ii) if a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare and charges applicable to the ticket issued to the passenger and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket

25.2 VOLUNTARY

The Carrier reserves the right to require a written application directed to the Head Office, Accounts Division, of the Carrier, also the right to require a proper identification of the purchaser before any refund is made on unused portions of unused tickets.

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26.0 LOST TICKETS

- 26.1 When a passenger loses his ticket or a portion of his ticket, he will be required to purchase another ticket at published fares before transportation will be furnished between the points covered by the lost ticket.
- 26.2 Refund of the value of the ticket purchased to replace a lost ticket or refund of the value of the lost ticket if no ticket is purchased to replace it, will not be made until one year from validation date of the ticket and provided further that the lost ticket has not been used or refunded prior to the expiration of the one year period. Written notice of loss must be sent from the passenger to the Head Office, Accounts Division, of the Carrier,
- 26.3 When a passenger loses his ticket, or the unused portion thereof, the Carrier will make a refund to the passenger in the following amounts, as applicable:
- a) if no portion of the ticket has been used, refund will be an amount equal to the fare and charges paid;
 - b) if a portion of the ticket has been used;
 - c) the passenger has purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket, the refund will be an amount equal to the fare and charges paid as such new ticket;
 - d) the passenger did not travel on unused portion of lost ticket and has not purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket, refund will be an amount equal to the difference between the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket;
 - e) refund will be made in accordance with (1) above, provided application therefore has been made not later than one month after the expiration date of the lost ticket to general offices of Carrier on forms prescribed by Carrier for such refunds.

27.0 PRIVACY ACT AND DISCLOSURE OF INFORMATION

The Company will take all reasonable precautions to safeguard a customer's information. No details of a customer's travel itinerary will be provided to anyone (including family members) unless the customer has provided consent, or the person can provide enough key information that will enable the Company to be reasonably sure that the person should have access to the information.

In cases where an UM is involved this security will be heightened so that only the parent, guardian or designated responsible adult will be privy to the file. And again the person will need to have key information of the reservation before any further information is given out.

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28.0 CARGO-GOODS, RULES, RATES AND CHARGES

DEFINITIONS

- a) “advance arrangement” means that the shipper is required to first contact the Carrier to determine if a particular shipment is acceptable for carriage;
- b) “air bill” means an air bill or other shipping document;
- c) “Carrier” means Pacific Coastal Airlines Limited;
- d) “goods” means any things that can be transported by air, including animals, but excluding mails other than in plane load lots, and excluding baggage;
- e) “live animals” shall include, but not be confined to, Birds (poultry, fowl), Fish (crustacea, mussels, shellfish), Insects (bees), Reptiles (snakes), and worms;
- f) “shipment” means a single consignment of one or more pieces, from one shipper at one time at one address, receipted for in one lot and moving on one Airbill, to one consignee at one destination address; and
- g) “shipper” means the same as consignor.

29.0 DISPOSITION OF FRACTIONS

- 29.1 Fractions of pounds or kilos will be assessed at the charge for the next higher pound.
- 29.2 In computing rates or charges, fractions of less than one-half cent will be dropped, and fractions of one-half cent or more will be considered as one cent.
- 29.3 Before computing cubic dimensions, fractions of less than one-half inch will be dropped and fractions of one-half inch or more will be considered as one inch.
- 29.4 Fractions under one-half mile shall be discarded and fractions one-half or more shall be taken as one mile.

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30.0 COMPUTATION OF DAYS

In computing time in days, full calendar days will be used and Sundays and legal holidays will be included, except when the last day falls on a Sunday or legal holiday in which event the next following calendar day (other than a Sunday or legal holiday) will be included.

31.0 PACKING AND MARKING REQUIREMENTS

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

32.0 SHIPMENTS ACCEPTABLE

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

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33.0 SHIPMENTS SUBJECT TO ADVANCE ARRANGEMENT

- 33.1 Packages of extreme length or unusual shape, also packages weighing in excess of one hundred (100) pounds will be accepted for carriage only provided arrangements for the carriage of same have been made in advance.
- 33.2 Shipments which by reason of bulk, length or weight cannot be carried in the regular aircraft assigned to the route shall be assessed such additional charges as the provision of suitable aircraft requires.
- 33.3 Live animals will be accepted only upon prior arrangements being made for such shipments and subject to the following conditions:
- a) This is not applicable to service animals traveling with a disabled passenger. See Rule 16
 - b) Live animals must be crated as required by the Carrier for the safe transportation of the animal.
 - c) The Carrier reserves the right to determine the necessity for an attendant to accompany the animal who will be responsible for its care. If for any reason food is furnished for animals by or through the Carrier, the cost of same will be collected from the consignee upon delivery.
 - d) The Carrier will not be responsible for loss or injury arising from conduct or condition of the animals themselves.
 - e) The Carrier may refuse transportation of any live animal if it is deemed by the Carrier, or its agents, to be unacceptable for any reason.

34.0 SHIPMENTS NOT ACCEPTABLE

Refusal or Cancellation of Carriage

- 34.1 The Carrier reserves the right to refuse to carry, or to remove en route any shipment, which, in the opinion of the Carrier:
- a) may endanger the safety of the aircraft, passengers, or property; or
 - b) is shipped contrary to the regulations of the Carrier or of any Government authority; or
 - c) if objectionable to passengers; or
 - d) is likely to cause damage to other goods on board the aircraft.
- 34.2 The sole resource of any shipper whose shipment is so refused or removed en route will be the recovery of the difference between the charges paid and the charges for the elapsed time for which shipment has been carried.
- 34.3 The Carrier reserves the right to restrict the weight, size and character of shipments according to the capacity and accommodations of the aircraft.
- 34.4 Carriage of animals will be refused unless securely crated. (see Rule 33.3)
Exceptions are service animals traveling with a disabled person, see Rule 16
- 34.5 Shipments which require the Carrier to obtain a Federal, Provincial or Local licence for their transportation will not be accepted when the Carrier has elected not to comply with such licence requirements.
- 34.6 Shipments requiring special devices for safe handling will not be accepted unless such special devices are provided and operated by and at the risk of the shipper or consignee.
- 34.7 The sole recourse of any shipper whose shipment is so refused or removed en route will be the recovery of the difference between the charges paid and the charges for the distance shipment has been carried.

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35.0 CARRIAGE OF EXPLOSIVES, DANGEROUS OR HAZARDOUS GOODS

- 35.1 Shipment must comply with IATA Hazardous Goods criteria, complete with appropriate documentation; and
- 35.2 Should it be determined that a shipment is falsely labeled or otherwise non-conforming the Carrier shall immediately notify the R.C.M.P. or other appropriate Federal Authority.

36.0 QUALIFIED ACCEPTANCE OF SHIPMENTS

- 36.1 The Carrier retains the right to reject a shipment prior to the performance of any transportation by air from the airport of origin when it reasonably appears to the Carrier that such shipment is:
- a) improperly packed or packaged.
 - b) subject to damage if exposed to heat or cold;
 - c) of an inherent nature or defect which indicates to the Carrier that such transportation could not be furnished by the Carrier without loss of or damage to the goods;
 - d) not accompanied by proper documentation and necessary information as required by any convention, statute or tariff applicable to such shipment;
 - e) subject to advance arrangements unless such arrangements have been satisfactorily completed; and
 - f) must meet all requirements of Rules 31 to 36.1(e) inclusive as applicable.

36.2 PERISHABLES

Perishable goods will only be accepted for carriage at the risk of the shipper and at the discretion of the Carrier. Perishable shipments will be handled strictly in accordance with instructions, if any, from the shipper, if such instructions are not in conflict with the rules of the Carrier or the tariff.

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37.0 INSPECTION OF SHIPMENTS

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

38.0 AIR BILL AND SHIPPING DOCUMENTS

38.1 The shipper shall have the duty to prepare and present a non-negotiable AIR BILL with each shipment tendered for transportation subject to this Tariff.

If the shipper shall fail to present such AIR BILL to the Carrier at the time of tendering the shipment, the Carrier may accept such shipment if accompanied by a non-negotiable shipping document, or memorandum. No AIR BILL or other shipping document or memorandum issued or accepted by a Carrier shall be negotiable, irrespective of the wording of such document or memorandum. Each such shipment, irrespective of the form of shipping document or memorandum accepted by the Carrier in connection therewith, will be subject to the Carrier's tariff in effect on the date of acceptance of such shipment by the Carrier.

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

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

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

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38.5 The contents of shipments must be indicated by accurate and specific descriptions on the AIR BILL.

38.6 The number of pieces included in a shipment must be specified on the AIR BILL.

39.0 EXCLUSIONS FROM LIABILITY

39.1 The Carrier will not be liable for loss, damage, delay or other result caused by:

- a) acts of God, Event of Force Majeure, perils of the air, public enemies, public authorities acting with actual or apparent authority in the premises, authority of law, quarantine, riots, strikes, civil commotions, or hazards or dangers incident to a state of war;
- b) the act or default of the shipper, consignee, or owner;
- c) the nature of the shipment, or any defect, characteristic or inherent vice thereof;
- d) violation by the shipper, consignee, or any other party claiming an interest in the shipment or any of the rules contained in this tariff or other applicable tariffs, including, but not confined to, improper or insufficient packing, securing, marking, or addressing and failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions;
- e) acts of omissions of warehousemen, customs or quarantine officials, or other persons, other than the Carrier or its agents, gaining lawful or unlawful possession of the shipment; and
- f) compliance with delivery instructions from the shipper or consignee or noncompliance with special instructions from the shipper or consignee not authorized by applicable tariffs.

39.2 The Carrier will not be liable for loss, damage, deterioration, destruction, theft, pilferage, delay, default, mis-delivery, non-delivery or any other result not caused by the actual negligence of itself, its agent, servant or representative, acting within the

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scope of their authority, or not occurring on its own line or in its own service, or for any act, default, negligence, failure or omission of any other Carrier or any other transportation organization.

- 39.3 The Carrier will not be liable for any loss of money, bullion, bonds, coupons, jewelry, precious stones, valuable papers or other articles of extraordinary value. Such articles are uninsurable with our Aviation Insurance Underwriter. Should the Carrier be specifically requested to carry such valuable goods it shall require a waiver of liability to be executed prior to shipment.
- 39.4 The Carrier will not be liable in any event for any consequential or special damages arising from transportation subject to these tariff rules, whether or not the Carrier had knowledge that such damages might be incurred.
- 39.5 The Carrier will not be liable for any loss or damage to live animals, reptiles, birds, poultry, insects and fish, except for death (including breakage of limbs rendering death necessary), when caused by fire, lighting, windstorm, water damage, crash or collision.
- 39.6 The Carrier will not be liable for any loss or injury arising from conduct or condition of the animals themselves.

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40.0 LIMIT OF LIABILITY

40.1 By tendering the shipment to the Carrier for transportation, the shipper, for himself and all other parties having an interest in the shipment, waives all claims for damages beyond the limitations set forth in these rules and affirms the description of the shipment as recited on the AIR BILL, and the fact that the shipment is not of a nature unsuitable for carriage by air or hazardous thereto.

40.2 The total liability of the Carrier will in no event exceed the greater of (A), (B) or (C) below:

- a) One Hundred dollars (\$100) or
- b) The actual value of the shipment, or
- c) The amount of any damages actually sustained, whichever is the least.

41.0 INDEMNIFICATION

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

42.0 CARRIER'S LIEN

The Carrier will have a lien on the shipment for all sums due and payable to Carrier pursuant to Rule 40 and Rule 41.

43.0 NOTICE AND DISPOSITION OF PROPERTY

- 43.1 When perishable property, or property which by its very nature requires expeditious handling, is accepted for shipment, and delay at point of origin thereafter develops or is reasonably anticipated, Carrier, upon receipt of such knowledge, will promptly attempt to notify shipper thereof, requesting instructions. If, after reasonable attempt on the part of Carrier, in such cases to give such notice, no further instructions are received, Carrier reserves the right to reroute the shipment by other means of transportation, subject to rule 44, or to dispose of it, in accordance with the provisions of paragraph (3) of this Rule.
- 43.2 The Carrier will promptly notify consignee by mail or otherwise upon the arrival of shipment. If after notice of arrival has been given to consignee, or delivery has not been effective, and the shipment is undelivered at the expiration of the free storage time provided in Rule 56, Carrier will notify shipper and consignee, at the addresses shown on shipment, of Carrier's inability to effect delivery. Any undelivered shipment will, upon written request from shipper received within 10 days after date notice of non-delivery was mailed to shipper, be returned to shipper, forwarded, or otherwise disposed of, all at shipper's expense.
- 43.3 When a shipment containing perishable articles is delayed in the possession of the Carrier, or is unclaimed, refused, or threatened with deterioration, the Carrier will have the right immediately to take such steps as it sees fit for the protection of Carrier and other parties in interest including collect communications for instructions, or sale or other disposition of such perishable articles without instructions.
- 43.4 When a shipment containing non-perishable property remains unclaimed or is refused after notice of arrival and notice of non-delivery as herein provided, Carrier will have the right to store (as provided in Rule 56), and the additional right to dispose of the shipment or any part thereof at public or private sale after 30 days written notice to shipper and consignee at the addresses shown on the shipment.
- 43.5 In the event of non-payment of any sums payable to Carrier, the Carrier will have the right to hold the shipment subject to storage (as provided in Rule 56) and to dispose of the shipment at public or private sale, without notice to shipper or consignee, paying itself out of the proceeds of such sale all sums due and payable, including storage charges.

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- 43.6 No sale or disposal pursuant to this Rule shall discharge any liability or lien to any greater extent than the proceeds thereof less selling expenses, if any, and the shipper and consignee shall remain liable, jointly and severally, for any deficiency.
- 43.7 Goods not removed by the party intended to receive them within forty-eight (48) hours (exclusive of legal holidays) after notice has been sent or given, may be kept in a station or place of delivery or warehouse of the Carrier subject to a charge of one dollar (\$5.00) per day for each one hundred pounds or fraction thereof, minimum charge five dollars (\$10.00) per shipment.

44.0 ROUTING AND REROUTING

- 44.1 The Carrier, in the exercise of due diligence and in order to protect all property accepted for transportation, will determine the routing of any shipment not routed by the shipper.
- 44.2 The Carrier reserves the right to deviate from any route shown on the AIR BILL, and to forward, when necessary in its opinion to expedite delivery via any air Carrier or other transportation agency at the rate prescribed by such agency; provided that when either of the foregoing rights is exercised, the transportation charges shall be no greater than the air freight charges from origin to destination via the route shown on the AIR BILL.

45.0 SCHEDULES

The Carrier assumes no obligation to commence or complete transportation within a certain time or according to any specific schedule, or to make connections with any other Carrier, and no Carrier will be held liable for failure to do so or for error in any statement of times of arrival or departure.

46.0 AVAILABILITY OF EQUIPMENT AND SPACE

- 46.1 The Carrier undertakes to transport, consistent with its capacity to carry, all property accepted for transportation. All shipments are subject to the availability of suitable equipment, and, with respect to the Carrier transporting passengers, air mail, and air express, to available space after the accommodation of passengers, air mail, and air express, and the Carrier will determine the priority of carriage as between shipments, and will decide which shipments will not be carried on a particular flight and which will be removed at any time or place whatsoever and when a flight will proceed without all or any part of a shipment.
- 46.2 Any shipment or commodity will be subject to refusal, delay or embargo by the Carrier, if such shipment or commodity cannot be transported with reasonable dispatch by reason of any governmental rules, regulations, or orders, or because of unavailability of suitable equipment, or for other conditions beyond the control of the Carrier.

47.0 RIGHT TO REFUSE TO TRANSPORT

The Carrier has the right to refuse to transport any articles which it has reasonable grounds for believing would endanger the safety of the aircraft, crew or other property, or are shipped contrary to any governmental regulations or are liable to cause damage to the aircraft or to persons, baggage or goods on board the aircraft or are too large to carry on the aircraft on any particular route.

48.0 LOT SHIPMENTS

Two or more packages forwarded by one shipper to one consignee at the same time may be charged for at the aggregate gross weight as if one shipment, excepting that a package weighing less than ten pounds per cubic foot outside dimensions will not be so aggregated.

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49.0 APPLICATION OF RATES AND CHARGES

- 49.1 Charges will be assessed at the rates in effect of the day of acceptance of the shipment by the Carrier or its agent.
- 49.2 Specific commodity rates remove the application of the general commodity rates on the same quantity of the same article or commodity from and to the same points over the same route.
- 49.3 Whenever and for such periods as direct service is suspended or discontinued between points named in this tariff, rates published between such points via such direct suspended or discontinued service, will be inapplicable (except for combination or intermediate application) during such period as the service may be suspended or discontinued.
- 49.4 Unless otherwise specified, the minimum charge for regular shipment between any two points will be thirty dollars (\$30.00), and twenty dollars (\$20.00) between Vancouver and Victoria.
- 49.5 The minimum charge does not include any charge made for valuation.

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50.0 CHARGES FOR WEIGHT

- 50.1 Transportation charges will be assessed on either:
- a) the actual gross weight; or
 - b) the cubic dimensional weight of a shipment, whichever is the greater of the two.
- 50.2 Cubic measurement will be based on the greatest dimensions (height, width and length) of (1) the shipment, or (2) of each part therein in the event of mixed shipments containing differently rated parts.
- 50.3 Cubic dimensional weight will be delivered from the cubic measurement of shipments or parts thereof on the basis of one pound for each 250 cubic inches, except that a basis of 266 cubic inches per pound will apply to Cut Flowers or Nursery stock.
- 50.4 All shipments will be charged for as per rule 50 (1), (2) and (3), except as provided for in Rule 33 herein.

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51.0 CHARGES

51.1 COLLECT shipments will not be accepted to NON-AGENCY points. Collect shipments not accepted by Consignee will be returned to the Consignor at the Consignor's expense. The following types of shipment will **NOT** be accepted on a Collect basis:

- consignments for persons restrained of their liberty;
- consignments addressed to government agencies except when shipped by government agents presenting proper credentials;
- consignments not equal in resale value to charges thereon;
- consignments destined to countries that do not accept collect shipments may be accepted on a Collect basis provided the shipper is well-known and will guarantee the charges in writing;
- household goods;
- personal effects;
- live animals;
- perishables;
- human remains;

51.2 PREPAID shipments will be accepted for carriage to any point served by the Carrier.

51.3 ADVANCE charge shipments will not be accepted, except from Carriers with whom a bilateral agreement is in effect.

51.4 C.O.D. - COLLECT ON DELIVERY will not be accepted to NON-Agency points. C.O.D. shipments not accepted by Consignee will be returned to the Consignor at the Consignor's expense. Charges for collecting and remitting the amount of C.O.D. bills collected on C.O.D. shipments will be:

- three dollars (\$3.00) for each one hundred dollars (\$100.00) collected or portion thereof.

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52.0 SHIPMENTS TO NON-AGENCY STATIONS

The Carrier will not be responsible for loss or damage that may occur to any shipment after it has been unloaded at a station where no employee of the Carrier or Representative of the Consignee or Owner is available to accept delivery.

53.0 CURRENCY OF RATES AND CHARGES

Rates and charges appearing in this tariff are stated in terms of Canadian dollars.

54.0 CLAIM PROCEDURE

- 54.1 No action shall be maintained for loss of or damage to the property or baggage or a passenger or for injury to his person or for loss of or damage to any shipment or for delay in transportation unless notice of the claim is presented in writing to the registered Head Office of the Carrier within thirty (30) days after the occurrence of the loss, damage, injury or delay, and unless the action is actually commenced within One (1) year after such occurrence.
- 54.2 Damage and/or loss discovered by the Consignee after delivery, and, after a clear receipt has been given to the Carrier, must be reported in writing to the delivering Carrier at destination within fifteen (15) days after delivery of the shipment, with the privilege to the Carrier to make inspection of the shipment and container(s).
- 54.3 No claim for loss or damage to a shipment will be entertained until all transportation charges thereon have been paid. The amount of claims may not be deducted from transportation charges.

55.0 LIMITATION OF ACTIONS

The Carrier will not be liable in any action brought to enforce a claim unless the applicable provisions of Rule 54 have been complied with by the claimant, and unless such action is brought within one year after the date written notice is given to the claimant that the Carrier has disallowed the claim in whole or in part.

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56.0 STORAGE

- 56.1 Shipments will be held by the Carrier without charge for 24 hours (excluding Sundays and legal holidays for freight other than perishables), after arrival and tender of delivery at destination, or notification of arrival, whichever is applicable. Such 24 hour period will be computed from the first 8:00 a.m. after tender of delivery, or notification of arrival.
- 56.2 After the expiration of such free time, the Carrier will, if practicable, continue to hold such shipment as agent for the shipper and consignee, subject to a charge of \$5.00 per day per 100 lbs., or any fraction thereof, or if such continued holding is not practicable Carrier, as such agent, will place the shipment in a public warehouse subject to a lien for all transportation, storage, delivery, warehousing and other charges, including handling charges of \$10.00 per 100 pounds or any fraction thereof, minimum charge of \$20.00 per shipment.
- 56.3 When the shipment is held by the Carrier, the Carrier's liability will be reduced to that of a warehouseman, and when the shipment is placed in a public warehouse, Carrier's liability for the shipment will terminate.
- 56.4 Outbound shipments delivered to the Carrier's premises, which are not acceptable for any reason, will be subject to storage charges as prescribed in the Rule (without any free time) from the first business day after the delivery until such shipment is made acceptable for carriage or removed.
- 56.5 The provisions of rule 42 (Carrier's lien) shall apply to all shipments which are stored pursuant to this Rule.

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57.0 LOADING CHARGES

- 57.1 Owners are required to pay the expenses incurred in loading heavy or bulky shipments and in unloading such shipments which cannot be handled by the regular station employees or at stations where the loading and unloading facilities of the Carrier are not sufficient for handling.
- 57.2 Shippers must observe the Carrier's rules regarding safe loading of aircraft and protection of equipment.

58.0 RECEIVING SHIPMENTS

For each shipment a receipt will be issued by the Carrier on the prescribed form. Agents are not authorized to make any agreement whatever as to the time of delivery of shipments.

59.0 DETERMINATION OF MILEAGES

In the computation of passenger fares and charges for shipment of goods, the mileages shall be:

- as per the Official Distance Table
- For points or routing not listed on the Official Distance Table, the mileage determined from the NavPak or Jeppesen FlightStar Flight Planning software will be used.