

**Pacific Coastal Airlines Limited**

**CTA (A) No. 1**

(Version 1.1)

## **Domestic Scheduled Passenger Tariff**

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



|                        |   |
|------------------------|---|
| <b>Issue date:</b>     | <b>December 27, 2024</b>                |
| <b>Effective date:</b> | <b>December 28, 2024</b>                |
| <b>Issued by:</b>      | <b>Pacific Coastal Airlines Limited</b> |
|                        | <b>4980 Cowley Crescent</b>             |
|                        | <b>Richmond, BC, Canada</b>             |
|                        | <b>V7B 1C1</b>                          |

# Table of contents

|  |           |
|--|-----------|
| <b>Part I – General tariff information .....</b>                           | <b>8</b>  |
| Explanation of abbreviations, reference marks and symbols .....            | 9         |
| <b>Rule 1: Definitions .....</b>   | <b>10</b> |
| <b>Rule 5: Application of tariff .....</b>                                 | <b>18</b> |
| (A) General.....   | 18        |
| (B) Liability under the applicable tariff .....                            | 18        |
| (C) Overriding law/severability .....                                      | 19        |
| (D) Gratuitous carriage, non-public promo codes and non-public fares ..... | 19        |
| (E) Passenger recourse.....  | 20        |
| (F) Modification and waiver.....   | 20        |
| (G) Self identification – large or small carrier .....                     | 20        |
| <b>Rule 7: Personal information .....</b>                                  | <b>21</b> |
| (A) Use of personal information.....                                       | 21        |
| <b>Part II – Before departure .....</b>                                    | <b>22</b> |
| <b>Rule 10: Application of fares and charges.....</b>                      | <b>23</b> |
| (A) General.....   | 23        |
| (B) Fares in effect .....  | 23        |
| (C) Routing.....   | 24        |
| (D) Taxes and charges.....   | 24        |
| (E) Currency of fares .....  | 24        |
| <b>Rule 15: Taxes.....</b>   | <b>25</b> |
| (A) General.....   | 25        |
| <b>Rule 20: Methods of payment.....</b>                                    | <b>26</b> |
| (A) General.....   | 26        |
| (B) Payment Terms .....  | 26        |
| <b>Rule 25: Currency of payment .....</b>                                  | <b>28</b> |
| (A) General.....   | 28        |
| <b>Rule 30: Classes of service.....</b>                                    | <b>29</b> |
| (A) Economy class or class “Y” .....                                       | 29        |
| <b>Rule 31: Fare brands, QuikPass accounts &amp; special fares .....</b>   | <b>30</b> |
| (A) Fare brands .....  | 30        |

|  |           |
|--|-----------|
| (B) QuikPass accounts .....  | 31        |
| (C) Priority Travel Status Protection .....  | 35        |
| (D) Special fares .....  | 36        |
| (E) Group bookings.....  | 38        |
| <b>Rule 40: Reservations .....</b>   | <b>39</b> |
| (A) General.....   | 39        |
| (B) Cancellation of reservations .....   | 40        |
| (C) Passenger's responsibility.....  | 41        |
| (D) Failure to occupy seat.....  | 41        |
| (E) Check-in time limits .....   | 41        |
| (F) Priority boarding.....   | 42        |
| (G) Universal booking policies .....   | 43        |
| <b>Rule 41: Seat assignment for passengers including the seating of children under the age of 14 years .....</b> | <b>44</b> |
| (A) Applicability .....  | 44        |
| (B) Seat assignment.....   | 44        |
| (C) Assignment of seats to accompanied children under the age of 14 years .....                                  | 45        |
| (D) Proximity to accompanying person's seat.....   | 46        |
| <b>Rule 50: Routings.....</b>  | <b>47</b> |
| (A) Application.....   | 47        |
| <b>Rule 54: Interline baggage acceptance .....</b>   | <b>48</b> |
| Definitions .....  | 48        |
| (A) Applicability .....  | 50        |
| (B) General.....   | 50        |
| (C) Baggage rule determination by selecting carrier .....  | 50        |
| (D) Baggage rule application by participating carrier .....  | 51        |
| (E) Disclosure of baggage rules .....  | 51        |
| <b>Rule 55: Baggage acceptance .....</b>   | <b>54</b> |
| (A) Applicability .....  | 54        |
| (B) General conditions of acceptance of checked and unchecked baggage .....                                      | 54        |
| (C) Baggage allowance .....  | 55        |
| (D) Collection and delivery of baggage .....   | 57        |
| (E) Excess baggage .....   | 58        |
| (F) Sporting equipment.....  | 59        |
| (G) Excess value declaration charge .....  | 60        |
| (H) Items unacceptable as baggage.....   | 60        |
| (I) Right to refuse carriage of baggage.....   | 61        |
| (J) Right of search .....  | 62        |

|  |           |
|--|-----------|
| <b>Rule 56: Acceptance of musical instruments as baggage .....</b>     | <b>63</b> |
| (A) Applicability .....  | 63        |
| (B) Small musical instruments as carry-on baggage .....                | 63        |
| (C) Musical instruments as carry-on baggage (cabin seat baggage) ..... | 63        |
| (D) Musical instruments as checked baggage .....                       | 64        |
| (E) Fees .....   | 65        |

## **Part III – At the airport/ during travel ..... 66**

|   |           |
|---|-----------|
| <b>Rule 60: Acceptance of children for travel .....</b> | <b>67</b> |
| (A) General.....  | 67        |
| (B) Acceptance of infants and children .....            | 68        |
| (C) Documentation .....                                 | 69        |
| (D) Unaccompanied minors.....                           | 70        |

|   |           |
|---|-----------|
| <b>Rule 65: Unaccompanied minors.....</b>                   | <b>71</b> |
| (A) General.....  | 71        |
| (B) Age restrictions .....                                  | 71        |
| (C) Travel restrictions .....                               | 71        |
| (D) Fares and charges .....                                 | 71        |
| (E) Conditions of application for unaccompanied travel..... | 72        |
| (F) Carrier's responsibility .....                          | 74        |

|   |           |
|---|-----------|
| <b>Rule 70: Carriage of persons with disabilities – Small Carrier Non-ATPDR operating aircraft with 30 or more passenger seats.....</b> | <b>76</b> |
| (A) Application .....   | 76        |
| (B) Acceptance for carriage .....   | 76        |
| (C) Reservations – information about services and seating assignments .....   | 77        |
| (D) Confirmation of services and communication of information .....   | 79        |
| (E) Services for which no advance notice is required .....  | 79        |
| (F) Services for which advance notice is required .....   | 80        |
| (G) Acceptance of mobility aids and other assistive devices .....   | 81        |
| (H) Acceptance of service dogs .....  | 82        |
| (I) Acceptance of emotional support animals.....  | 84        |
| (J) Other services for persons with disabilities .....  | 84        |

|  |           |
|--|-----------|
| <b>Rule 75: Acceptance of animals.....</b> | <b>85</b> |
| (A) Application .....                      | 85        |
| (B) General.....                           | 85        |
| (C) Pets .....                             | 85        |

|  |           |
|--|-----------|
| <b>Rule 80: Administrative formalities – travel documents, customs and security.....</b> | <b>89</b> |
| (A) General.....   | 89        |

|   |            |
|---|------------|
| (B) Travel documents .....  | 89         |
| (C) Customs and security matters .....  | 90         |
| (D) Costs Resulting from Inadmissibility .....  | 90         |
| <b>Rule 85: Ground transfer services .....</b>  | <b>91</b>  |
| (A) General.....  | 91         |
| <b>Rule 90: Delay or cancellation – outside the carrier’s control .....</b>   | <b>92</b>  |
| (A) Applicability .....   | 92         |
| (B) General.....  | 92         |
| (C) Situations outside the carrier’s control .....  | 93         |
| (D) Communication with passengers — delay or cancellation outside the carrier's control.....  | 93         |
| (E) Alternate arrangements — delay or cancellation outside the carrier's control .....  | 94         |
| <b>Rule 91: Delay or cancellation – within the carrier’s control and within the carrier's control but required for safety purposes.....</b>                     | <b>96</b>  |
| (A) Applicability .....   | 96         |
| (B) General.....  | 96         |
| (C) Communication with passengers – delay or cancellation – within the carrier’s control and within the carrier's control but required for safety purposes..... | 97         |
| (D) Alternate arrangements – delay or cancellation – within the carrier’s control and within the carrier's control but required for safety purposes .....       | 97         |
| (E) Standards of treatment – delay or cancellation – within the carrier’s control and within the carrier's control but required for safety purposes .....       | 99         |
| (F) Compensation – delay or cancellation – within the carrier’s control and not required for safety purposes .....  | 100        |
| <b>Rule 92: Tarmac delay .....</b>  | <b>102</b> |
| (A) Applicability .....   | 102        |
| (B) General.....  | 102        |
| (C) Tarmac delay (over 3 hours) carrier obligations at an airport in Canada .....   | 103        |
| <b>Rule 95: Denial of boarding – outside the carrier’s control .....</b>  | <b>105</b> |
| (A) Applicability .....   | 105        |
| (B) General.....  | 105        |
| (C) Situations outside the carrier’s control .....  | 106        |
| (D) Communication with passengers – denial of boarding – outside the carrier’s control .....  | 107        |
| (E) Alternate arrangements – denial of boarding outside the carrier’s control.....  | 107        |
| <b>Rule 96: Denial of boarding – within the carrier’s control and within the carrier's control but required for safety purposes.....</b>                        | <b>109</b> |
| (A) Applicability .....   | 109        |

|   |     |
|---|-----|
| (B) General.....  | 109 |
| (C) Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes – request for volunteers.....         | 110 |
| (D) Communication with passengers – denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes ..... | 111 |
| (E) Alternate arrangements – denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes .....        | 111 |
| (F) Standards of treatment – denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes .....        | 113 |
| (G) Compensation – denial of boarding – within the carrier's control and not required for safety purposes .....   | 114 |

**Rule 97 – Communication of information – cancellation, delay, tarmac delay, denial of boarding, or schedule irregularities..... 116**

|                   |     |
|-------------------|-----|
| (A) General ..... | 116 |
|-------------------|-----|

**Rule 98 – Schedule irregularities ..... 118**

|                                  |     |
|----------------------------------|-----|
| (A) Applicability .....          | 118 |
| (B) General.....                 | 118 |
| (C) Schedule Irregularities..... | 118 |

**Rule 105: Refusal to transport..... 122**

|  |     |
|--|-----|
| Definitions .....  | 122 |
| (A) Applicability .....  | 122 |
| (B) Refusal to transport – removal of passenger .....                                | 123 |
| (C) Passenger's conduct – refusal to transport – prohibited conduct and sanctions .. | 126 |
| (D) Recourse of the passenger/limitation of liability .....                          | 128 |

**Rule 115: Tickets..... 130**

|  |     |
|--|-----|
| (A) General.....   | 130 |
| (B) Validity for carriage .....                                    | 130 |
| (C) Extension of ticket validity.....                              | 131 |
| (D) Waiver minimum/maximum stay provision .....                    | 131 |
| (E) Upgrading (changing from a lower to a higher fare ticket)..... | 132 |
| (F) Flights in sequence .....                                      | 132 |
| (H) Transferability/non-transferability.....                       | 133 |
| (I) Lost tickets .....   | 133 |

**Part IV – After travel ..... 134**

**Rule 120: Liability of the carrier for loss, damage to or delay of baggage, passenger delay or death or bodily injury – domestic transportation ..... 135**

|                               |     |
|-------------------------------|-----|
| (A) Successive carriers ..... | 135 |
|-------------------------------|-----|



|  |            |
|--|------------|
| (B) Laws and provisions applicable .....         | 135        |
| (C) Time limitations on claims and actions ..... | 139        |
| <b>Rule 125: Refunds .....</b>                   | <b>141</b> |
| (A) General.....                                 | 141        |
| (B) Involuntary refunds .....                    | 141        |
| (C) Voluntary refunds .....                      | 142        |
| (D) Time limit for requesting a refund .....     | 143        |
| (E) Refunds in the case of death .....           | 143        |
| (F) Jury duty.....                               | 144        |
| (G) Refusal to refund .....                      | 144        |

# 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"            |
| EU       | European Union   |
| IATA     | International Air Transport Association                                    |
| ICAO     | International Civil Aviation Organization                                  |
| N/A      | Not applicable   |
| No       | Number   |
| SDR      | Special drawing rights   |
| USD      | United States dollar(s)  |
| U.S. DoT | United States Department of Transportation                                 |

## Rule 1: Definitions

**“Agency”** means the Canadian Transportation Agency.

**“ambulatory”** means a person who is able to move about within an aircraft unassisted.

**“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 the carrier solely for identification of checked baggage, part of which is given to the passenger as a receipt for the passenger’s checked baggage and the remaining part is attached by the carrier onto a particular piece of the passenger’s checked baggage.

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

**“boarding area”** means the point where the carrier examines the passenger’s boarding pass prior to the passenger being permitted on the aircraft.

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

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

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

**“Carrier”** means: Pacific Coastal Airlines Limited, having its head office at 4980 Cowley Crescent, Richmond, BC Canada V7B 1C1, licensed to provide domestic service under the Canada Transportation Act.

**“checked baggage”** means baggage of which the carrier takes sole custody and for which the carrier issues a baggage identification tag.

**“check-in deadline”** is the time limit specified by the carrier by which the passenger must have completed check-in formalities and received a boarding pass.

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

**“crew member”** means a pilot or flight attendant assigned operational duties under the authority of the carrier.

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

**“commercial agreement”** means an agreement to sell tickets on another carrier's flight, or each other's flights (like a code-share, or a block space agreement).

**“Convention”** means the Convention for the unification of certain rules relating to international carriage by air, [signed at Warsaw, 12 October 1929](#), or that convention as amended by the Hague protocol, 1955, or the [Montreal Convention](#) signed in Montreal on 28 May, 1999 whichever may be applicable to carriage hereunder. **Note:** For roundtrip international transportation that originates and ends in Canada, the Montreal Convention will apply to the passenger's journey.

**“curbside zone”** means an area that is located outside of a terminal where passengers are picked up or dropped off and that is owned, operated, leased or otherwise controlled by the terminal operator.

**“days”** means full calendar days, including Sundays and legal holidays; provided that for the purposes of notification the balance of the day upon which notice is dispatched shall not be counted; and that for purposes of determining duration of validity, the balance of the day upon which the ticket is issued or flight commenced shall not be counted.

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

**“destination”** is a deliberate break of a journey initiated by the passenger and agreed to in advance by the carrier at a point after the place of departure but before the ultimate

destination has been reached. The deliberate break must be for a purpose other than changing aircraft. Transportation to a destination may involve multiple flight segments on a single ticket/itinerary.

**“destination, ultimate”** see **ultimate destination**.

**“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.

**“duplicate bookings”** means the Carrier does not permit a passenger to hold more than one confirmed reservation/ticket on the same departure flight/origin and destination for the same travel date.

**“emotional support animal”** means an animal that provides emotional support, comfort, or therapeutic benefits to meet the disability-related needs of a person with a 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.

**“fee”, “charge” or “surcharge”** means the rate charged to a passenger, distinct from the fare, and in respect to either transportation services or ancillary services. Fees and surcharges may be collected by the carrier on its’ own behalf or pursuant to an obligation imposed by a third party.

**“flight”** means the movement of an aircraft with Passengers and/or goods from the point of take-off at the Origin to a point or points of landing thereafter; inclusive of the point of landing at Destination.

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

**“force majeure”** means an event, the cause or causes of which are not attributable to the wilful misconduct or negligence of the Carrier, including, but not limited to (i) earthquake, flood, hurricane, explosion, fire, storm, inclement weather or other meteorological conditions or natural disasters that make the safe operation of an aircraft impossible, or the actions or instructions of third parties such as acts of government or air traffic control, airport authorities, security agencies, law enforcement or customs and immigration officials, epidemic, pandemic, other acts of God or public enemies, war or political instability, national emergency, sabotage, invasion, insurrection, riots, strikes, picketing, boycott, lockouts or other civil disturbances and



illegal acts, a NOTAM (as defined in subsection 101.01(1) of the Canadian Aviation Regulations), a security threat, airport operations issues, medical emergencies, a labour disruption within the carrier or within an essential service provider such as an airport or an air navigation service provider, (ii) issues or interruptions of flying facilities, navigational aids or other services, (iii) any laws, rules, proclamations, regulations, orders, declarations, interruptions, instructions or requirements of or interference by any government or governmental agency or official thereof or from a person responsible for airport security, (iv) inability to procure materials, accessories, equipment or parts from suppliers, mechanical failure or 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, damage, destructions or loss of use of an aircraft, collision with wildlife, 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.

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

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

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

**“involuntary refunds”** include any refund made in the event:

- the passenger is prevented from using all or a portion of their ticket;
- there is a refusal to transport (see Rule 105(C));
- the passenger's original class of service is changed to a lower class of service; or
- the passenger is unable to use any additional service purchased in situations set out in:
  - Rule 90, Delay or cancellation – outside the carrier's control,
  - Rule 91, Delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes,
  - Rule 95, Denial of boarding – outside the carrier's control,
  - Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes,

- Rule 120, Liability of the carrier for loss, damage to or delay of baggage, passenger delay or death or bodily injury – domestic transportation, or
- Rule 121, Liability of the carrier for loss, damage to or delay of baggage, passenger delay or death or bodily injury – international transportation.

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

**“minor”** means a person who has not reached their 12<sup>th</sup> birthday on the date that travel commences.

**“miscellaneous charges order (MCO)”** is an accounting document, similar to an airline ticket, used to process the payment of travel arrangements. It is used for non-transport charges such as group deposits, excess baggage, optional services and various other miscellaneous charges levied by an air carrier.

**“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.

**“non-public fare”** means a fare that is not available to the general public on the Carrier’s website or other booking mechanisms.

**“non-public promo code”** means a promo code that is not available to the general public on the Carrier’s website or other booking mechanisms.

**“normal fare”** means the highest priced fare established for a first, business or economy class service during the period of applicability.

**“no show”** means that the passenger has failed to meet the Carrier’s cut-off requirements for check-in and/or boarding (arrival at the departure gate) as described herein. No show segments are non-creditable, non-refundable and the value of the segment is forfeited.

**“open jaw trip”** means any trip comprising of two separate fare components with a surface break.

**“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 the Carrier pursuant to a valid contract of carriage.

**“personal attendant”** means a support person who is 18 years of age or older who is capable of, and needed to provide assistance to, a person with a disability who, because of the nature

of their disability, requires assistance after departure and before arrival 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.

**“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, the Carrier will not carry or, if necessary, will remove the passenger from a flight at any point for reasons found in Rule 105, Refusal to Transport.

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

**“reservation”** is a record, either in paper form or in electronic form, of the accommodation held by a passenger on any given flight. The reservation would specify the date and times of travel, flight number and the class of service to be provided to the passenger.

**“routing”** establishes the possible points via which travel may take place for a specific fare.

**“self-reliant”** means that a person does not require services related to a disability beyond that normally provided by the carrier, or beyond that which applicable rules or regulations require the carrier to provide.

**“service dog”** means a dog that is required by a person with a disability for assistance and is certified, in writing, as having been trained by a professional service dog institution to assist a person with a disability and which is properly harnessed in accordance with standards established by a professional service dog institution.

**“severe allergy”** means an allergy to an allergen that may cause a person to experience significant physical distress if they are directly exposed to the allergen.

**“situations outside the carrier's control”** include, but are not limited to the following:

- war or political instability;
- illegal acts or sabotage;
- meteorological conditions or natural disasters that make the safe operation of the aircraft impossible (including meteorological conditions that limit an aircraft's maximum takeoff weight);

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

**“Small Carrier APPR”** means any carrier that is not a Large Carrier APPR. For greater certainty, Small Carrier APPR means a carrier that has not transported a worldwide total of two million passengers or more during each of the two preceding calendar years. For the purposes of APPR, the small carrier has the same obligations as a Large Carrier APPR towards a passenger that it carries on behalf of a Large Carrier APPR under a commercial agreement with that carrier.

**“Small Carrier Non-ATPDR”** means any carrier that is not a Large Carrier ATPDR. For greater certainty, Small Carrier Non-ATPDR means a carrier that has not transported a worldwide total of one million passengers or more during each of the two preceding calendar years.

**“special drawing rights (SDR)”** is a unit of account of the International Monetary Fund.

**“special fare”** means any fare other than a normal fare.

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

**“tarmac delay”** occurs when a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed.



**“tax”** means an amount of money collected by the carrier from a passenger pursuant to an obligation imposed by governmental authority.

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

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

**“transfer point”** means any point at which the passenger transfers between aircraft.

**“travel credit”** means a monetary credit that has been issued to the passenger, based on purchased but not used fares and additional services that can be used towards travel to/from any destination serviced by the Carrier.

**“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.

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

**“voluntary refunds”** means a refund of an unused or partially used ticket, or for the difference in cost for a lower class of service for any situation not covered by the APPR, or for an additional service for reasons other than those mentioned under the definition of an involuntary refund.

**“voucher”** means a document or certificate provided by the carrier, either in paper or electronic format, to a passenger which acts as a form of payment. A voucher has a certain monetary value associated with it which is established by the carrier and may be used towards the purchase of future travel or additional services offered by the carrier or the provision of incidental services such as meals, ground transportation, and hotel accommodation. Vouchers may be provided by the carrier as a goodwill gesture.

## Rule 5: Application of tariff

### (A) General

- (1) This tariff shall apply to domestic carriage of passengers and their accompanying baggage, and to all services incidental thereto:
  - (a) For carriage on flights operated and marketed (carrying a Pacific Coastal Airlines Limited flight number) to a passenger by Pacific Coastal Airlines Limited,
  - (b) For carriage on flights marketed by Pacific Coastal Airlines Limited to a passenger but operated by another carrier, and
  - (c) All points operated within Canada.
- (2) With the exception of code-share agreements, when the carrier issues a ticket, baggage check, or makes any other arrangements for transportation over the services of, and in the name of, any other carrier (whether or not such transportation is part of a through service), the carrier acts only as agent for such other carrier and the tariff of that other carrier will apply.
- (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 are incorporated into the contract between the carrier and the passenger. Should there be a conflict between this tariff and any other document issued or posted by the carrier, this tariff will prevail.
- (6) The carrier's rules, regulations and conditions of carriage as found in this tariff are subject to change without notice only when required by applicable laws, government regulations, orders and requirements.

### (B) Liability under the applicable tariff

- (1) For international transportation, in the case of damages due to death or bodily injury, passenger delay and lost, damaged, and delayed baggage, the carrier will be

subject to the rules relating to liability established by, and to all other provisions of either the Warsaw or the Montreal Convention. In all other instances, tariff rules which are inconsistent with any provision of the applicable Convention will, to that extent, be inapplicable to international transportation (see Rule 121, Liability - international transportation).

- (2) For domestic transportation, under the provisions of the APPR, the carrier is subject to the same rules and liability limits as found in the Montreal Convention for lost and damaged baggage. For delayed baggage, the carrier sets out limits of liability and related terms and conditions which are consistent with the Montreal Convention in this domestic tariff. (see Rule 120, Liability - domestic transportation).
- (3) Carrier liability under the APPR:
  - (a) The carrier operating a flight is liable to passengers with respect to the obligations set out in sections 7 to 22 and 24 of the APPR, or, if they are more favourable to those passengers, the obligations on the same matter that are set out in the applicable tariff.
  - (b) However, if one carrier carries passengers on behalf of another carrier under a commercial agreement, the carriers are jointly and severally, or solidarily, liable to those passengers with respect to the obligations set out in sections 7, 22 and 24 of the APPR, or, if they are more favourable to those passengers, the obligations on the same matter that are set out in the applicable tariff.

## **(C) Overriding law/severability**

- (1) 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, non-public promo codes and non-public fares**

- (1) Subject to the provisions of the Convention and the APPR, the Carrier reserves the right to exclude the application of all or any part of this Tariff with respect to gratuitous carriage, non-public promo codes and non-public fares. Compensation

entitlements under the APPR (including but not limited to the compensation entitlements set out in Rule 91(F) or Rule 96(G)) shall not apply to gratuitous carriage, non-public promo codes and non-public fares.

## **(E) Passenger recourse**

- (1) Any compensation offered to passengers is found in this tariff and is subject to applicable government regulations.
- (2) In the case of dispute with Pacific Coastal Airlines Limited, passengers should, as the first recourse, try to resolve any problem by dealing directly with the Carrier. If the passenger has attempted to resolve a complaint with the Carrier and is still not satisfied, the passenger may take the matter to either the Canadian Transportation Agency or the appropriate court, as the passenger prefers.

## **(F) Modification and waiver**

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

## **(G) Self identification – large or small carrier**

### **APPR**

- (1) For the purposes of establishing obligations toward passengers under the APPR, Pacific Coastal Airlines Limited declares that it is a Small Carrier APPR.

### **Accessibility for persons with disabilities**

- (2) For the purposes of establishing obligations toward passengers with disabilities under the ATPDR or otherwise, Pacific Coastal Airlines Limited declares that it is a Small Carrier Non-ATPDR operating aircraft with 30 or more passenger seats.



## Rule 7: Personal information

### (A) Use of personal information

- (1) The passenger recognizes that personal information must be provided for purposes of making a flight booking for carriage obtaining ancillary services, and to be contacted in relation to the flight booking, if necessary. The passenger also recognizes that this information must be made available to government agencies when needed. For these purposes, the passenger authorizes the Carrier to retain such data and to transmit it to third parties as needed, in whatever country they may be located, subject to the Carrier's privacy policy. The Carrier's privacy policy may be found on the Carrier's [website here](#).

# Part II – Before departure



# Part II – Before departure

## Rule 10: Application of fares and charges

### (A) General

- (1) Applicable fares are those published by or on behalf of the carrier or, if not published, constructed in accordance with the carrier's tariff.
- (2) 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

- (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;
  - (c) The ticket is issued with confirmed reservations from a point of origin in Canada at fares and charges applicable on the date of ticket issuance for the date of commencement of travel; and
  - (d) The confirmed ticket reservations are not changed at the passenger's request. Should the passenger request a change to the ticketed reservations then the passenger will be obligated to pay the difference in the fares and be subject to the more restrictive conditions imposed as a result of the change.
  - (e) If, after a ticket has been issued, a decrease in fare and charges application 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.

## **(C) Routing**

- (1) Unless otherwise provided in the carrier's tariff, fares apply only to their associated routing.
- (2) If there is more than one routing associated with a fare, the passenger, prior to their ticket being issued, may specify the routing they prefer. If no routing is specified, the carrier may determine the routing. (See Rule 50, Routings)

## **(D) Taxes and charges**

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

## **(E) Currency of fares**

- (1) All fares and charges are stated in Canadian dollars (CAD) for travel commencing in Canada.

## 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 the carrier 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 (domestic or foreign) and in all cases will be respected. As a result, the carrier will either collect new or higher amounts or refund all or a portion of the tax paid based on the conditions imposed by the taxing authority.
- (5) When a ticket is purchased and not used, not used in sequence of the purchased itinerary, is forfeited or otherwise made void through missed check-in, missed boarding, denied boarding as per Rule 105(B) for prohibited conduct, the taxes will no longer be refundable and are entirely forfeit.



## Rule 20: Methods of payment

### (A) General

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

- (1) PacificCoastal.com
  - (a) Visa, Mastercard, American Express, QuikPass Account, Travel Credit
- (2) Call Centre
  - (a) Visa, Mastercard, American Express, QuikPass Account, Travel Credit
- (3) GDS (BSP-Canada and ARC)
  - (a) Visa, Mastercard, American Express
- (4) Online Check-In
  - (a) Visa, Mastercard, American Express
- (5) At Check-In Counter
  - (a) Visa, Mastercard, American Express, Interac Debit, QuikPass Account, Travel Credit
- (6) At Boarding Gate
  - (a) Visa, Mastercard, American Express, QuikPass Account, Travel Credit
- (7) Group Sales
  - (a) Visa, Mastercard, American Express, Travel Credit, Electronic Funds Transfer, or Cheque

### (B) Payment Terms

- (1) Payment – outside of the Hold My Booking:

Unless the fare is purchased under the “Hold My Booking” program, all fares are due and payable at the time of reservation.

(2) Payment – purchases made using the Hold My Booking program:

All fares under the “Hold My Booking” program are due and payable on or within seventy-two hours (72 hours) after the payment of the Hold My Booking fee.

(3) Hold My Booking terms & conditions:

- (a) Available for online purchase only. Persons with disabilities may contact the Carrier by phone to use this service if they are unable to use the Carrier’s website.
- (b) Only flights operated by the Carrier departing more than 21 days in the future are available for the Hold My Booking program.
- (c) Each reservation is charged \$4.19 CAD (including GST) non-refundable fee to hold the fare price. Upon payment of the fee, confirmed space is held on the flight.
- (d) If full payment is not received before the end of the seventy-two (72) hour period, the flight is not ticketed and the fare and space on the flight are cancelled.
- (e) Reservations under the Hold My Booking program cannot be changed until full payment has been received by the Carrier. Once ticketed, the flight is subject to the fare terms in Rule 31.

## Rule 25: Currency of payment

### (A) General

- (1) Currency provisions are subject to government regulations and applicable foreign exchange regulations.
- (2) When travel commences in Canada, payment for tickets will be in Canadian dollars (CAD) at the Canadian dollar fare, or its equivalent in other currencies converted to Canadian dollars at the bankers' buying rate of exchange.

## Rule 30: Classes of service

### (A) Economy class or class “Y”

- (1) The Carrier only offers economy class (Y) section on all aircraft types.
- (2) Passengers seated in the economy class section will be provided economy class service. Certain complimentary products and services may be offered, but amenities and their availability are not guaranteed.
- (3) Economy class services will consist of:
  - (a) The standard fare, which includes a randomly assigned seat and unchecked baggage (1 standard article and 1 personal article)
  - (b) Passengers seated in the economy class cabin onboard our Saab 340B aircraft will, when flight times permit service and is safe to be offered, be afforded in-flight amenities on certain flights such as complimentary non-alcoholic beverages and lite snacks.
  - (c) Passengers seated in the economy class cabin onboard our Beechcraft 1900 aircraft are not afforded any in-flight amenities.
  - (d) Option ancillary fees are applicable for the following:
    - (i) Checked baggage
    - (ii) Sporting equipment
    - (iii) Advanced seat selection
    - (iv) Pet travel in-cabin or as checked baggage

# Rule 31: Fare brands, QuikPass accounts & special fares

## (A) Fare brands

(1) The carrier offers four (4) public fare brands, all within economy class level of service, that have unique fare attributes designed to meet the different needs of passengers. Below are fare terms and conditions, and service fees (including GST) associated with each fare brand:

(a) Basic Fare

- No refunds, no credits (non-refundable)
- Changes: Not permitted, changes result in forfeiture of ticket
- Cancellations: Not permitted, changes result in forfeiture of ticket
- Same-Day Earlier Flight Change: Not permitted
- Name Changes: Not permitted

(b) Bravo Fare

- No refunds (non-refundable)
- Changes: \$105.00 CAD fee, per direction, per passenger, plus any applicable fare difference
- Cancellations: \$105.00 CAD fee, per direction, per passenger (remaining balance held as a travel credit)
- Same-Day Earlier Flight Change: \$52.50 CAD per passenger, per direction (must be done at check-in counter)
- Name Changes: \$105.00 CAD per passenger, per reservation

(c) Classic Fare

- No refunds (non-refundable)
- Changes: \$52.50 CAD fee, per direction, per passenger, plus any applicable fare difference
- Cancellations: \$52.50 CAD fee, per direction, per passenger (remaining balance held as a travel credit)



- Same-Day Earlier Flight Change: \$26.25 CAD per passenger, per direction (must be done at check-in counter)
- Name Changes: \$52.50 CAD per passenger, per reservation

(d) Encore Fare

- Refundable
- Changes: Free, applicable fare difference may apply
- Cancellations: Free
- Same-Day Earlier Flight Change: Free (must be done at check-in counter)
- Name Changes: Free

- (2) Checked baggage fees differ between the fare brands. For further information refer to: Rule 55(C) Baggage allowance.
- (3) Seat selection fees differ between the fare brands. For further information refer to: Rule 41(B) Seat assignment.
- (4) Change and cancellation modifications to reservations must be made at least two (2) hours prior to scheduled departure time. Failure to change or cancel a reservation two (2) hours prior to scheduled departure will result in a no show. For further information refer to: Rule 40(D) Failure to occupy seat.

## (B) QuikPass accounts

(1) Definitions

- (a) “QuikPass” or “QP” refers to the carrier’s prepaid deposit program offered to passengers, allowing them to deposit funds into their account for future travel related purchases at preferred rates with additional travel perks. The program is offered in three different product levels referred to as: QuikPass Encore, QuikPass Classic and QuikPass Bravo.
- (b) “QuikPass Account” or “QP Account” refers to an established prepaid account that has been created by a passenger. Each account has a unique account number (i.e. QP00001).
- (c) “QuikPass Funds” or “QP Funds” refers to the monetary value deposited by passengers into their QuikPass Account.
- (d) “QuikPass Deposit” or “QP Deposit” refers to the monetary value needed in order to add QuikPass Funds to a QuikPass Account. Passengers can make a

deposit using Visa, MasterCard or American Express to fund their account immediately. Cheques are also accepted but funds are not processed immediately.

(2) Enrolment and Account Management

- (a) To enrol in the QP program passengers must complete an online application and initial deposit. Passengers can choose to either fund the account using an approved credit card or cheque. Further details are available on the Carrier's [website here](#).
- (b) Once a QP account has been created passengers are responsible for managing their QP accounts, which includes monitoring their account balance, tracking transactions, and ensuring sufficient funds are available purchases. Passengers can access their accounts online by logging in on the Carrier's [website here](#).
- (c) The Carrier reserved the right to reject or terminate an enrolment application for any reasons.
- (d) By enrolling in the QP program, the passenger acknowledges and agrees to abide by the terms and conditions of this legal tariff. The Carrier retains the right to suspend or terminate the QP program, wholly or partially, at any time without prior notice.

(3) Deposits and Account Balances

- (a) Passengers can deposit subsequent funds into their QP account online using an approved credit card or mailing a cheque made payable to "Pacific Coastal Airlines Limited" to 4980 Cowley Crescent, Richmond, BC, Canada V7B 1C1 noting their QP account number.
- (b) The minimum deposit amounts are:
  - (i) \$2,000.00 CAD for QP Encore accounts
  - (ii) \$1,500.00 CAD for QP Classic accounts
  - (iii) \$1,000.00 CAD for QP Bravo accounts
- (c) The carrier will hold the deposited funds and maintain a corresponding balance in the passenger's QP account.
- (d) All QP deposits are non-refundable and do not bear interest.

#### (4) Usage of QP Account

- (a) QP account holders can create reservations for anyone of their choosing and are not restricted to only creating reservations for themselves.
- (b) QP accounts can only be utilized to purchase the QuikPass fare associated with their specific QP category (i.e. QP Encore accounts can only purchase QP Encore fares); furthermore, QP account funds cannot be used to purchase other fares sold by the carrier. The only exception made will be when closing out a QP account as outlined in Rule 31(B)(6)(c) to this rule.
- (c) QP account funds can be used towards new passenger reservations including the fare, surcharges, fees, optional service charges and tax.
- (d) The carrier will deduct the applicable amount from passenger's QP account for all transactions immediately. Upon cancellation of a reservation, the original QP funds will be automatically refunded back to the QP account, less any associated fare cancellation fees or penalties.
- (e) QP accounts cannot be used for transactions exceeding the available balance. Passengers must ensure sufficient funds are available before making a purchase. Only QP funds can be used to make purchases, ad hoc payments cannot be applied to QP reservations.
- (f) QP account holders who contact the carrier's reservation call centre to make a reservation or request information about their QP account must provide the QP account number and associated name on the account in order to be granted access to the account. For privacy and account security reasons no exceptions will be made to this requirement.

#### (5) Fees and Charges

- (a) The carrier may impose fees for certain activities related to the QP program, such as account inactivity or administrative charges.
- (b) The carrier reserves the right to modify the fee structure, QP fare terms and conditions, including the amount and frequency of charges, without prior notice to passengers.

#### (6) Account Expiry and Refunds

- (a) QP account deposits are non-refundable.
- (b) QP accounts remain active for one (1) year from the day of the last QP deposit. QP accounts will automatically be placed in inactive status after one

(1) year from the day of the last QP deposit. While in inactive status passengers will not be able to access their QP account online. Inactive accounts can be reactivated for an additional six months, from the date of inactive status, for a fee of \$78.75 CAD (including GST, taken from the QP accounts funds if available). If no reactivation request is received within six (6) months from the inactive status date then the QP account funds are forfeited and the QP account will be closed permanently.

- (c) Passengers seeking to close a QP account and utilize remaining partial funds that cannot pay for a complete QP fare can use the remaining QP funds to pay for a public fare. Any remaining balance due for the public fare will need to be paid using an approved credit card. Reservations created in this method will be applicable to the public fare terms and conditions purchased. Passengers seeking to book a public fare using remaining QP funds must contact the Carrier's reservation call centre at 1-800-663-2872 or email [quikpass@pacificcoastal.com](mailto:quikpass@pacificcoastal.com) for assistance.

- (7) The Carrier offers three (3) QP account levels, all within the economy class level of service, that have unique fare attributes designed to meet the different needs of passengers. Below are fare terms and conditions, and service fees (including GST) associated with each QP account level:

(a) QuikPass Bravo Fare

- Changes: \$78.75 CAD fee, per direction, per passenger (changes are subject to fare availability)
- Cancellations: \$78.75 CAD fee, per direction, per passenger (remaining balance refunded to QuikPass account)
- Same-Day Earlier Flight Change: \$52.50 CAD per passenger, per direction (must be done at check-in counter)
- Name Changes: \$78.75 CAD per passenger, per reservation

(b) QuikPass Classic Fare

- Changes: \$52.50 CAD fee, per direction, per passenger (changes are subject to fare availability)
- Cancellations: \$52.50 CAD fee, per direction, per passenger (remaining balance refunded to QuikPass account)
- Same-Day Earlier Flight Change: \$26.25 CAD per passenger, per direction (must be done at check-in counter)

- Name Changes: \$52.50 CAD per passenger, per reservation
- (c) QuikPass Encore Fare
- Changes: Free (changes are subject to fare availability)
  - Cancellations: Free (remaining balance refunded to QuikPass account)
  - Same-Day Earlier Flight Change: Free (must be done at check-in counter)
  - Name Changes: Free
- (8) Checked baggage fees differ between the QuikPass account levels. For further information refer to: Rule 55(C) Baggage allowance.
- (9) Seat selection fees differ between the QuikPass account levels. For further information refer to: Rule 41(B) Seat assignment.
- (10) Change and cancellation modifications to reservations must be made at least two (2) hours prior to scheduled departure time. Failure to change or cancel a reservation two (2) hours prior to scheduled departure will result in a no show. For further information refer to: Rule 40(D) Failure to occupy seat.

## (C) Priority Travel Status Protection

- (1) Priority Travel Status Protection is the priority level attached to the carrier's fares of the order in which passengers will be reaccommodated following a flight delay, cancellation or denial of boarding.
- (2) Should a denial of boarding occur the carrier will first provide priority for boarding to passengers as outlined in Rule 96(C)(5). Once this priority for boarding has been followed the carrier will then prioritize passengers based on the level of Priority Travel Status Protection associated to their purchased fare as follows:
- (a) QuikPass Encore
  - (b) QuikPass Classic
  - (c) QuikPass Bravo
  - (d) Encore Fare (includes bereavement, medical and group fares)
  - (e) Classic Fare
  - (f) Bravo Fare



- (g) Basic Fare
- (h) Passengers travelling on non-revenue fares such as Community Support Program vouchers
- (3) Passengers with the same level of Priority Travel Status Protection will be first accommodated based on earliest check-in time.

## (D) Special fares

### (1) Bereavement fares

- (a) Eligibility: Available only when travel is due to the death of an immediate family member as defined as a spouse, child, parent, grandchild, grandparent, brother, sister, son/daughter-in-law, father/mother-in-law, and brother/sister-in law. No other exceptions will be granted.
- (b) Booking method: To apply to book a bereavement fare contact the Carrier's reservation call centre at 1-800-663-2872. At time of booking the passenger will be required to provide the agent with (1) name of the funeral home and contact telephone number and (2) relationship of the deceased to the passenger.

### (2) Student discount

- (a) Eligibility: Full-time post-secondary students over the age of 17 are eligible to book this discount. Passengers traveling on this discounted fare must present their valid International Student Identity Card (ISICard) at time of check-in. Specific university and college student I.D. cards are not accepted. Failure to produce the ISICard will result in the discount being removed and outstanding balance due prior to check-in. Passengers can book travel only for themselves as the discount cannot be extended to other passenger(s) travelling.
- (b) Booking method: At time of booking enter the promo code "ISICSTUDENT" in the promo code field on the Carrier's to receive a 15% discount off the fare (tax, fees and surcharges are not discounted).

### (3) BCAA discount

- (a) Eligibility: British Columbia Automobile Association (BCAA) members, as well as Canadian Automobile Association (CAA) members and American Automobile Association (AAA) members, are eligible to book this discount.

Passengers travelling on this discounted fare must present their valid BCAA, CAA or AAA membership card at time of check-in. Failure to produce the BCAA, CAA, or AAA membership card will result in the discount being removed and outstanding balance due prior to check-in. Passengers can book travel for themselves and one (1) other person travelling on the same reservation.

- (b) Booking method: At time of booking enter the promo code “BCAA” in the promo code field on the Carrier’s to receive a 10% discount off the fare (tax, fees and surcharges are not discounted).

(4) Medical fare

- (a) Eligibility: Any passenger who is travelling for medical purposes with a properly completed and approved Travel Assistance Program (TAP) form are eligible for a medical fare. Prior to making a reservation the passenger must have their doctor fill out and sign a Travel Assistance Program (TAP) form, and include a Medical Services Plan (MSP) authorization number issued by MSP. Passengers travelling on a medical fare must present their completed TAP form at time of check-in. Photocopies of the TAP form are not accepted. Failure to produce the TAP form will result in the medical fare being rebooked into an available fare with any outstanding balance due prior to check-in. A maximum of one (1) personal attendant is allowed to travel with the authorized passenger at the same medical fare. The personal attendant must travel on the same flights.
- (b) Booking method: To apply to book a medical fare contact the Carrier’s reservation call centre at 1-800-663-2872. At time of booking the passenger will be required to provide the agent with the MSP authorization number from the TAP form.

(5) Promo code discounts

- (a) Eligibility: Occasionally and at random the Carrier will release various promotions often associated with a promo code that provides a percentage discount on fares booked using the promo code. Promo codes only discount the fare. Tax, fees and surcharges are not discounted. Promo codes will vary in percentage discount, booking period, travel period, blackout periods, and fare applicability. All standard fare terms and conditions outlined in Rule 31 (A) are applicable to fares purchased using promo code discounts.

- (b) Booking method: At time of booking enter the promo code in the promo code field on the Carrier's website or contact the Carrier's reservation call centre at 1-800-663-2872 and provide the promo code to the agent.

## (E) Group bookings

- (1) To qualify for a group booking, eight (8) or more passengers must travel together on one (1) flight and be booked at the same time. To request a group booking quote complete the carrier's online group quote form on the carrier's [website here](#) or email [groups@pacificcoastal.com](mailto:groups@pacificcoastal.com).
- (2) Group booking price quotes are guaranteed for seven (7) days from date of quote and subject to change thereafter.
- (3) The carrier requires a non-refundable \$52.50 CAD (including GST) deposit per passenger at the time of booking. Once the non-refundable deposit is paid:
  - (a) any change to the itinerary 30 days prior to the outbound departure date is subject to a revised group booking quote; or,
  - (b) any change to the itinerary within 30 days prior to the outbound departure date is subject to a \$52.50 CAD (including GST) change fee per passenger, per direction.
- (4) Remaining balance is due 30 days prior to the outbound departure date of the group booking and is non-refundable.
- (5) Any cancellation within 30 days prior to the outbound departure date is subject to a \$52.50 CAD (including GST) cancellation fee per passenger, per direction. Remaining balance will be held as a travel credit.
- (6) Passengers names are required at minimum 7 days prior to the outbound departure date.
- (7) Group bookings are subject to the Classic Fare baggage fees outlined in Rule 55(C)(1)(c).

## 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 the carrier's reservation system, a confirmation number/code is obtained from the carrier which authenticates the reservation, the passenger has paid the appropriate fare, and a ticket has been issued for that space.
- (2) The carrier will only issue a ticket against a valid reservation. Subject to payment or other satisfactory arrangements and passenger compliance with the check-in time limits set out in paragraph (E) below, a ticket will be issued to the passenger by the carrier or agent of the carrier indicating that the passenger is holding confirmed space for the flight(s) shown on the ticket. The ticket will only apply between the points named on the ticket and the flight coupons that are presented.
- (3) On any specific flight, the carrier may limit the number of passengers carried at any specific fare. All fares will not necessarily be available on all flights. The number of seats which the carrier shall make available on a specific flight will be determined by the carrier's best judgment as to the anticipated total number of passengers on each flight.
- (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 the carrier which entitles the passenger to onward travel, or who wishes to change their reservation for another date, will not be entitled to any preferential right to secure a new reservation.
- (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: Rule 70(C)(1), Reservations – information about services and seating assignments.
- (7) As an alternative means to using its website to make or modify a reservation the carrier will offer to a person with a disability the option to make or modify a reservation through their reservation call centre or in person at one of their airport locations during operating hours.

- (8) The carrier 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 the carrier's unaccompanied minors (UM) service for their child to travel alone (see Rule 60, Acceptance of children and Rule 65, Unaccompanied minors).

## (B) Cancellation of reservations

- (1) The carrier may cancel reservations of any passenger:
- (a) If circumstances require due to situations within a carrier's control as defined in Rule 1, Definitions and applied in Rule 91, Delays or cancellation – within the carrier's control and within the carrier's control but required for safety purposes or Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes;
  - (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 the carrier's control or Rule 95, Denial of boarding – outside the carrier's 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 the carrier cancels a passenger's reservation due to Rule 40(B)(1)(a) (above), the passenger may be eligible to take advantage of the provisions found in Rule 91, Delays or cancellation – within the carrier's control and within the carrier's control but required for safety purposes or Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes.
- (3) If the carrier cancels a passenger's reservation due to Rule 40(B)(1)(b) (above), the passenger may be eligible to take advantage of the provisions found in Rule 90, delays or cancellation – outside the carrier's control or Rule 95 Denial of boarding – outside the carrier's control.
- (4) If the carrier cancels a passenger's reservation due to Rule 40(B)(1)(c) (above), the passengers will be treated in accordance with the provisions of Rule 105, Refusal to transport.



- (5) For fares that permit changes and cancellations, passengers may cancel or change reservations up until two (2) hours prior to departure of the flight. Failure to do so will result in no show of applicable flight segment.

## (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 the carrier with their email address and phone number as a means of communication when the carrier solicits point of contact information from the passenger in case the carrier must communicate with the passenger prior to their departure or at any point during the passenger's itinerary. The carrier has an obligation to communicate information to its passengers as per Rule 97, Communication of information – cancellation, delay, tarmac delay, or denial of boarding.

## (D) Failure to occupy seat

- (1) If the passenger does not occupy space which has been reserved by/for them and the carrier is not notified of the change or cancellation of such reservation up to and until two (2) hours prior to the scheduled departure of that particular flight, the carrier will no show the passenger and retain all fares, surcharges, fees, optional services charges and tax paid for the flight segment. No refunds will be issued and the seat may be reallocated. Subsequent flights on the same reservation will be maintained and not automatically cancelled. Should a passenger choose to make changes or cancellations to remaining flight segment(s) they can do so and are applicable to associated fare change or cancellation fees.

## (E) Check-in time limits

| Travel        | Recommended check-in time* | Check-in/baggage drop-off deadline** | Boarding gate deadline*** |
|---------------|----------------------------|--------------------------------------|---------------------------|
| Within Canada | 60 minutes                 | 40 minutes                           | 30 minutes                |

- (1) If passengers require additional time with the check-in, baggage drop and boarding process, passengers are encouraged to present 90 minutes prior at the check-in

counter for assistance. The following scenarios for passenger travel are recommended to also present 90 minutes prior at the check-in counter:

- (a) passengers travelling with a mobility aid,
- (b) unaccompanied minors,
- (c) passengers travelling with firearms;
- (d) passengers travelling with overweight/oversized checked baggage; or,
- (e) passengers travelling with pet in cabin or pet as checked baggage.

**\*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. e.g. if the passenger's flight from Powell River to Vancouver leaves at 4:00 pm, the carrier recommends that the passenger check in by 3:00 pm (60 minutes before their flight).

**\*\*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. e.g. if the passenger's flight from Tofino to Vancouver leaves at 11:00 a.m., the passenger is required to have checked in and checked all baggage with carrier by 10:20 a.m. (40 minutes before their flight).

**\*\*\*Boarding gate deadline:** The passenger must be available for boarding at the boarding gate by the boarding gate deadline, e.g. if the passenger's flight from Victoria to Vancouver leaves at 11:00 a.m., the passenger must be at the boarding gate no later than 10:30 a.m. (30 minutes before their flight).

If the passenger fails to meet either the check-in/baggage drop off deadline or the boarding gate deadline specified in the above chart, the carrier may reassign any pre-reserved seat and/or cancel the reservation of the passenger and the carrier may not be able to transport the passenger's baggage. No show segments are non-creditable and non-refundable.

## (F) Priority boarding

- (1) Priority boarding is provided complimentary to passengers who booked using a QuikPass Account that allows boarding of the aircraft during pre-boarding and prior to general boarding.

## (G) Universal booking policies

- (1) 24 Hour Cancellation Policy – Full refunds back to the original form of payment are offered for all reservations that are made and cancelled within 24 hours of original purchase. Important: cancellations must be made at least two (2) hours prior to schedule departure or will result in no show. For further information refer to: Rule 40(D) Failure to occupy seat. Passengers must contact the carrier's reservation call centre at 1-800-663-2872 to apply this policy to a booking.
- (2) 24 Hour Change Policy – Changes can be made within 24 hours of the original purchase without applicable change fees; however, fare difference may apply. Important: changes must be made at least two (2) hours prior to schedule departure or will result in no show. For further information refer to: Rule 40(D) Failure to occupy seat. Passengers must contact the carrier's reservation call centre at 1-800-663-2872 to apply this policy to a booking.
- (3) Travel Credits - In the event a reservation booked in a Bravo, Classic or Encore fare is cancelled a travel credit, minus the cancellation fee(s), is created and can be used towards future travel anywhere in the carrier's network. The travel credit is transferable to another person. If the value of the future travel exceeds the travel credit amount then the difference will be charged; if less then a travel credit balance will continue to remain on file. Important: travel credits files are valid for one (1) year from the original date of purchase. This means that travel must be booked and completed within the year and before the travel credit expiry date. To book using a travel credit, passengers must contact the carrier's reservation call centre at 1-800-663-2872 to apply this policy to a booking. Encores fares are refundable at the request of the passenger (to request a refund for an Encore fare call 1-800-663-2872 or email [reserve@pacificcoastal.com](mailto:reserve@pacificcoastal.com)). Basic fares are not eligible for credit or refund.

# 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) The carrier 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 the carrier's unaccompanied minors (UM) service for their child to travel alone.

## (B) Seat assignment

- (1) The carrier does not guarantee the assignment of any particular space on the aircraft.

### Advance seat selection

- (2) The passenger may pre-select a seat once they have purchased their ticket when booking a fare. If a passenger is choosing a specific seat, a fee may be assessed based on the conditions of the fare purchased (unless the seat is required to meet a disability related need – see Rule 41(B)(4) below). Nonetheless, complimentary seat selection is available at the time of check-in.
- (3) The advance seat selection fee will be charged per passenger and will be applied as set out in the table below:

(a) Applicable seat selection fees for travel:

| Fare Class | Seat selection fee (CAD, including GST) |
|------------|---|
| Basic Fare | \$19.99                                 |

|                       |        |
|-----------------------|--------|
| Bravo Fare            | \$9.99 |
| Classic Fare          | \$9.99 |
| Encore Fare           | \$0.00 |
| QuikPass Bravo Fare   | \$9.99 |
| QuikPass Classic Fare | \$9.99 |
| QuikPass Encore Fare  | \$0.00 |

(b) Seat selection fees will be refunded if the carrier must move the passenger from their pre-paid, pre-selected seat due to an involuntary schedule change, or airport change or due to safety or operational reasons. Passengers who purchased a fare class that included seat selection at no charge are not entitled to any refund for seat selection fee if they are involuntary reassigned to a new seat.

- (4) **Exception:** A person with a disability who requires a specific seat to meet a disability-related need may request a seat by contacting the carrier's reservation call centre at 1-800-663-2872 and will not be charged a seat selection fee.
- (5) A person with a disability or a personal attendant will not be permitted to occupy seats in designated emergency exit rows for safety reasons.

For additional obligations on seat assignment for persons with disabilities, including persons who need additional adjacent seating, see: Rule 70(C)(1), Reservations – information about services and seating assignments.

## (C) Assignment of seats to accompanied children under the age of 14 years

- (1) In order to facilitate the assignment of a seat to a child who is under the age of 14 years that is in close proximity to an accompanying person (parent, guardian or tutor) in accordance with part (D) (below), the carrier will, at no additional charge:
- (a) assign a seat at time of booking or before check-in to the child that is in close proximity to the accompanying person (passengers must contact the carrier's reservation call centre at 1-800-663-2872 to apply this policy to a booking), or

- (b) if the carrier does not assign seats prior to check-in, in accordance with paragraph (a), the carrier will:
- (i) advise passengers before check-in that the carrier will facilitate seat assignment of children in close proximity to an accompanying person at no additional charge at the time of check-in or at the boarding gate,
  - (ii) assign seats at the time of check-in, if possible,
  - (iii) if it is not possible to assign seats at the time of check-in, the carrier will, via an announcement at the gate, ask for volunteers to change seats at the time of boarding, and
  - (iv) if it is not possible to assign seats at the time of check-in and no passenger has volunteered to change seats at the time of boarding, the carrier will ask again for volunteers on-board the aircraft to change seats before take-off.

## **(D) Proximity to accompanying person's seat**

- (1) The carrier will facilitate, pursuant to the steps outlined in (C) (above), the assignment of a seat to a child who is under the age of 14 years by offering, at no additional charge:
- (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 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 the carrier's 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.
- (6) For those routings permitting choice of carrier for carriage between the same points, only one of those carriers may be used.
- (7) Where no carrier is indicated between two points, travel is limited to Pacific Coastal Airlines Limited.
- (8) If more than one routing is applicable via the same fare, the passenger, and prior to the issuance of the ticket, may specify the routing. If no routing is specified by the passenger, the carrier will determine the routing.



# 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 the carrier that is marketing the flight, which might be different from the carrier 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 the carrier 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 the carrier that 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 the carrier whose baggage rules apply to the entire interline itinerary.

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

**"short tag"** means the selecting carrier will only tag checked baggage to an intermediate stop at the point where the operating carrier changes.

**"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 the carrier and has provided a form of payment.

**"ultimate ticketed destination"** means in situations where a passenger's origin is a non-Canadian point and the itinerary includes at least one stop in Canada, as well as at least one stop outside of Canada. If the stop in Canada is the farthest checked point and the stop is more than 24 hours, the Agency would consider the ultimate ticketed destination to be Canada.

## (A) Applicability

- (1) This Rule is applicable to all interline itineraries issued on a single ticket whose origin or ultimate ticketed destination is in Canada.
- (2) It establishes how the carrier will determine which carrier's baggage rules apply to any passenger's entire interline itinerary.

## (B) General

- (1) For the purposes of interline baggage acceptance:
  - (a) the carrier whose designator code is identified on the first segment of the passenger's interline ticket will be known as the selecting carrier.
  - (b) any carrier who is identified as providing interline transportation to the passenger by virtue of the passenger's ticket will be known as a participating carrier.

## (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.

- (2) The carrier identified by means of (a) or (b) will be known as the selected carrier.
- (3) The Carrier (Pacific Coastal Airlines Limited) will only accept checked baggage for interline travel following the standards outlined in Rule 55, Baggage acceptance; however, the following items are excluded from being accepted for interline travel:
  - (a) pet as checked baggage.

### **Carry-on baggage**

- (4) 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.

### **Connecting baggage**

- (5) Depending on the routing of interline travel the selecting carrier reserves the right to short tag checked baggage to an intermediate stop at the point where the operating carrier changes. Passengers are responsible to self collect checked baggage and recheck their checked baggage with the down line carrier.

## **(D) Baggage rule application by participating carrier**

- (1) Where the carrier 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, the carrier 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**

- (1) For baggage rules provisions related to a passenger's 1<sup>st</sup> and 2<sup>nd</sup> checked bag and the passenger's carry-on baggage (i.e., the passenger's "standard" baggage allowance), when the carrier 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 in paragraph (2) below. The disclosed information will reflect the baggage rules of the selected carrier.
- (2) The carrier 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; 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).
- (3) The carrier 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).

**Website disclosure**

- (4) The carrier will disclose on its website, in a convenient and prominent location, a complete and comprehensive summary of all of the carrier's 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

- (1) This Rule only applies to flights operated by Pacific Coastal Airlines Limited ("the carrier") for single carrier transportation of baggage and interline transportation of baggage where the carrier is selected to apply its own baggage rules to an entire interline itinerary.

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

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

#### (1) Checked baggage

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

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

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

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

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



- (b) **Unchecked baggage** must fit under the seat located in front of the passenger or in the enclosed storage compartment in the passenger cabin of the aircraft. Passengers may also choose the option of valeting their unchecked baggage by placing items on a planeside cart before boarding. These items will be identified and returned to the cart for retrieval at the foot of the aircraft stairs as passengers deplane at destination. Fragile or semi-fragile items must be carried into the aircraft cabin with passengers.

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

- (c) Objects which are not suitable for carriage as checked baggage (e.g. objects made of glass or ceramic) will only be accepted for transportation in the passenger cabin of the aircraft if advance notice is given to the carrier, the carrier agrees to carry the object and is in compliance with the carrier's carry-on baggage policy outlined in Rule 55(C)(2). Passengers are responsible for a duty of care when packing baggage. Should the passenger elect to pack fragile or semi-fragile items in checked baggage, they should ensure that these items are not placed inside pouches or near the exterior wall of the bag. Any damage incurred as a result of the improper packing of baggage is the sole responsibility of the passenger (including excess weight or overpacking). Ordinary wear and tear is not compensable damage (examples include ripped seams or zippers; scuffs, scratches, nicks, dents; missing straps, feet, wheels or clips) and damage solely to the internal contents of baggage, without accompanying damage to the exterior of such baggage is not compensable, and the carrier shall have no liability for damage sustained by items inside baggage which were improperly packaged. Passengers should contact the carrier or review its website for more information about which specific objects are not suitable for carriage as checked baggage and will only be accepted for transportation in the passenger cabin of the aircraft upon prior agreement with the carrier.

**Note:** This does not apply to the carriage of musical instruments (See Rule 56 (E)(3), Acceptance of musical instruments as baggage)

## (C) Baggage allowance

The passenger is entitled to carry checked and unchecked baggage as specified and subject to the conditions and limitations set out below.

## (1) Checked baggage:

- (a) A checked bag is one item, weighting up to a maximum of 50 pounds (23 kilograms) with maximum linear dimensions of 62 inches (158 centimetres). Linear dimensions are calculated by adding together the bags outside height, width and length. All wheels and handles should be included when measuring.
- (b) The maximum number of checked baggage items that will be accepted for all fare classes is three (3) permitted that applicable checked baggage charges are paid. Passengers requiring to transport additional items should consult with the carrier's cargo department.

## (c) Checked baggage fees (CAD, including GST):

| Fare Class            | 1 <sup>st</sup> Checked Bag |          | 2 <sup>nd</sup> Checked Bag |          | 3 <sup>rd</sup> Checked Bag |          |
|-----------------------|-----------------------------|----------|-----------------------------|----------|-----------------------------|----------|
|                       | Pre-Paid                    | Check-In | Pre-Paid                    | Check-In | Pre-Paid                    | Check-In |
| Basic Fare            | \$36.75                     | \$47.25  | \$57.75                     | \$68.25  | \$105.00                    | \$115.50 |
| Bravo Fare            | \$36.75                     | \$47.25  | \$57.75                     | \$68.25  | \$105.00                    | \$115.50 |
| Classic Fare          | \$0.00                      | \$0.00   | \$57.75                     | \$68.25  | \$105.00                    | \$115.50 |
| Encore Fare           | \$0.00                      | \$0.00   | \$0.00                      | \$0.00   | \$105.00                    | \$115.50 |
| QuikPass Bravo Fare   | \$0.00                      | \$0.00   | \$57.75                     | \$68.25  | \$105.00                    | \$115.50 |
| QuikPass Classic Fare | \$0.00                      | \$0.00   | \$57.75                     | \$68.25  | \$105.00                    | \$115.50 |
| QuikPass Encore Fare  | \$0.00                      | \$0.00   | \$0.00                      | \$0.00   | \$105.00                    | \$115.50 |

- (d) "Pre-Paid" checked baggage fees are defined as checked baggage fees paid at time of booking or post booking up until 24 hours before scheduled flight departure.
- (e) "Check-In" checked baggage fees are defined as checked baggage fees paid for during check-in, either online or at the airport within 24 hours of scheduled flight departure.

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

- (a) Pacific Coastal Airlines Limited's unchecked baggage (carry-on baggage) allowance is limited to two pieces: one (1) standard article (such as a carry-on bag/roller) and one (1) personal item (such as a large purse, laptop bag, or diaper bag).

- (b) Any item intended by a passenger to be transported as unchecked baggage that exceeds the maximum size or maximum weight defined above as a standard article or personal article must be transported as checked baggage and all applicable fees based on the fare class must be paid.

| Fare Class       | Unchecked Baggage Type | Maximum Size                            | Maximum Weight           | Fee    |
|------------------|------------------------|---|--------------------------|--------|
| All fare classes | 1 standard article     | 9" x 15.5" x 21.5" (23cm x 40cm x 55cm) | 22 pounds (10 kilograms) | \$0.00 |
| All fare classes | 1 personal article     | 6" x 13" x 17" (16cm x 33cm x 43cm)     | 22 pounds (10 kilograms) | \$0.00 |

- (3) The carrier will accept for transportation assistive devices for persons with disabilities in addition to the baggage allowances set out in the charts above at no additional charge to the person. For provisions related to the transportation of assistive devices for persons with disabilities, refer to: Rule 70(G), Acceptance of mobility aids and other assistive devices
- (4) If a passenger exceeds the maximum weight allowed for each checked bag or the maximum dimensions permitted for each checked bag in (1)(a) above, the passenger will be subject to the excess baggage charges set out in (E) below.

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

- (5) 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.

## (D) Collection and delivery of baggage

- (1) Only the passenger who was given a baggage identification tag when the carrier took possession of the baggage is entitled to accept delivery of the baggage.
- (2) If the passenger claiming the checked baggage is unable to produce their portion of the baggage identification tag and identify the baggage by means of its baggage identification tag, the carrier must receive satisfactory proof that the baggage belongs to the passenger in question before delivering the baggage to the passenger.

- (3) Acceptance of the baggage without complaint, within the time limits stipulated in Rule 120(C), Liability – domestic transportation or Rule 121(C), Liability – international transportation, by the passenger in possession of the baggage identification tag is evidence that the carrier delivered the baggage in good condition and in accordance with this tariff.

## (E) Excess baggage

- (1) Baggage in excess of the baggage allowance will be accepted by the carrier upon payment of the applicable charge. The charge for the excess baggage is payable prior to departure at the point of check-in or during the initial booking process.

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

- (2) Excess baggage

- (a) Excess baggage is one item, weighting over 50 pounds (23 kilograms) but not exceeding 70 pounds (31.75 kilograms) and/or having linear dimensions over 62 inches (158 centimetres) but not exceeding 100 inches (254 centimetres). Linear dimensions are calculated by adding together the bags outside height, width and length. All wheels and handles should be included when measuring.
- (b) If a passengers baggage is deemed as “excess baggage” the number of checked baggage items that will be accepted for all fare classes remains at three (3) permitted that applicable checked baggage and excess baggage charges are paid.
- (c) A single excess baggage item exceeding the weight limit of 70 pounds (31.75 kilograms) or having dimensions greater than 100 inches (254 centimetres) will not be accepted for transportation. Only exception will be made for passengers travelling with a bike box, surfboard, or paddleboard.
- (d) Excess baggage fees (CAD, including GST):

| Fare Class | Overweight Bag  | Oversized Bag  |
|------------|---|--|
| Definition | One (1) item weighing between 50 pounds (23 kilograms) and 70 pounds (31.75 kilograms). | One (1) item having linear dimensions between 62 inches (158 |

|                  |          |          |  |          |
|------------------|----------|----------|--|----------|
|                  |          |          | centimetres) and 100 inches (254 centimetres). |          |
|                  | Pre-Paid | Check-In | Pre-Paid                                       | Check-In |
| All Fare Classes | \$105.00 | \$115.50 | \$105.00                                       | \$115.50 |

(e) “Pre-Paid” excess baggage fees are defined as excess baggage fees paid at time of booking or post booking up until 24 hours before scheduled flight departure.

(f) “Check-In” excess baggage fees are defined as excess baggage fees paid for during check-in, either online or at the airport within 24 hours of scheduled flight departure.

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

## (F) Sporting equipment

- (1) Sporting equipment must be packaged as specified on the carrier’s website.
- (2) The carrier shall accept the following sporting equipment permitted the applicable checked baggage fee in Rule 55 (C)(1)(c) are paid and in all cases the baggage must contain the equipment noted. The following items are exempt from the:
  - (a) Oversized baggage fees: fishing rods, football equipment, golf clubs, hockey equipment, lacrosse equipment, ringette equipment, skis and snowboards
  - (b) Overweight baggage fees: football equipment, lacrosse equipment and ringette equipment
- (3) The Carrier shall accept the following sporting equipment permitted the applicable service fee of \$105.00 CAD (including GST) is paid and the equipment is packaged as specified on the carrier’s website:
  - (a) surfboards/paddleboards; and,
  - (b) bicycles.

- (4) Firearms and ammunition for hunting and sporting purposes will be accepted as checked baggage only provided the firearms are not loaded, the safety catch is in the “on” position and the firearms are suitably packed in a specially designed case (hard metal or plastic with a lock). Passengers travelling with a firearm or ammunition must declare the items at check-in and complete a firearms declaration before the carrier will accept firearms and/or ammunition for carriage. Ammunition must be packed separately (maximum of 11 pounds or 5 kilograms) in a strong container made of wood or fibreboard. “Ammunition” should be labelled on the original container and packed in the manufactures’ original package. The carriage of ammunition is subject to the ICAO and IATA regulations.

## (G) Excess value declaration charge

- (1) Pacific Coastal Airlines Limited does not provide any method for declaring or insuring for excess evaluations. See Rule 120 for the carrier’s limitation of liability.

**Note:** An excess value declaration charge does not apply to assistive devices for persons with disabilities. For provisions related to the transportation of assistive devices for persons with disabilities, refer to: Rule 70(G), Acceptance of Mobility aids and other assistive devices and Rule 120, Liability of the carrier for loss, damage to, delay of baggage, passenger delay or death or bodily injury – domestic transportation

## (H) Items unacceptable as baggage

- (1) The following items are unacceptable as baggage and will not be transported by the carrier:
- (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 the carrier’s opinion, are unsuitable for carriage because of their weight, value, size or character, for example, fragile or perishable items.

**Note:** Not applicable to assistive devices for persons with disabilities. For limitations on the carriage of mobility aids, refer to: Rule 70(G), Acceptance of mobility aids and other assistive devices.

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

(d) Live animals except as provided in Rule 75, Acceptance of animals.

**Note:** Not applicable to service dogs for persons with disabilities. For limitations on the carriage of service dogs and emotional support animals, refer to: Rule 70(H), Acceptance of service dogs and (I), Acceptance of emotional support animals

(e) Firearms and ammunition other than for hunting, sporting purposes or officers travelling.

(f) E-bikes, e-scooters, and e-hoverboards.

(2) Weapons such as antique firearms, swords, knives and other similar items will not be accepted as checked baggage.

(3) The passenger shall not include in the checked baggage fragile or perishable items including, but not limited to all forms of keys including vehicle, house or storage, medication, delicate musical instruments, photographic or cinematographic equipment, smart phones, tablets, laptop computers, money, jewellery, precious metals, pottery, silverware, glassware or items made of glass, 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.

(4) The carrier will not accept sporting equipment that is not packaged as outlined on the carrier's website.

## (I) Right to refuse carriage of baggage

**Note:** This provision does not apply to assistive devices for persons with disabilities. For limitations on the carriage of mobility aids, refer to: Rule 70(G), Acceptance of mobility aids and other assistive devices.



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

- (1) The carrier will refuse to carry as checked baggage any bag that the carrier has discovered to contain any unacceptable item mentioned in (H) above and when the passenger fails to provide the carrier with prior notice that they wish to carry such an item in their baggage.
- (2) The carrier will refuse to carry checked baggage if it determines that the baggage has not been properly and securely packed in suitable suitcases or containers.

## (J) Right of search

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

## Rule 56: Acceptance of musical instruments as baggage

### (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 and Rule 121, Liability – international transportation in keeping with the applicable Convention will apply.

### (B) Small musical instruments as carry-on baggage

- (1) The carrier will permit a passenger to bring on-board the aircraft cabin a small musical instrument, such as a violin or flute, as part of passenger's carry-on baggage allowance according to the number, size and weight dimensions set out in Rule 55, Baggage acceptance, if:
  - (a) the instrument can be stowed safely in a suitable baggage compartment in the aircraft cabin or under the passenger seat, in accordance with the carrier's requirements for carriage of carry-on baggage;
  - (b) there is space for such stowage at the time the passenger boards the aircraft;
  - (c) the instrument is contained in a case or covered so as to avoid injury to other passengers;
  - (d) neither the instrument nor the case contains any object not otherwise permitted to be carried in an aircraft cabin; and,
  - (e) musical instruments in a soft-sided case cannot be placed on the valet cart.

### (C) Musical instruments as carry-on baggage (cabin seat baggage)

- (1) The carrier does not permit a passenger to bring on-board the aircraft cabin musical instruments to be transported as cabin seat baggage for safety reasons.

- (2) Musical instruments too large for the cabin may be transported as checked baggage. (See (E) below)

## (D) Musical instruments as checked baggage

- (1) The carrier will permit a passenger to transport as checked baggage a musical instrument that cannot be carried in the aircraft cabin if;
  - (a) the sum of the length, width, and height measured in centimetres of the outside linear dimensions of the instrument (including the case) does not exceed 86 inches (218 centimetres) or the applicable size restrictions established for the aircraft;
  - (b) the weight of the instrument (including the case) does not exceed 70 pounds (31.75 kilograms) or the applicable weight restrictions established for the aircraft;
  - (c) the instrument can be stowed safely and securely in accordance with the carrier's requirements; and
  - (d) the passenger has paid the applicable checked baggage fee associated to the fare class purchased (excess baggage rates will apply to any musical instrument weight over 50 pounds (23 kilograms) and/or having linear dimensions over 62 inches (158 centimetres).
- (2) A passenger has the option of checking suitable musical instruments if all applicable baggage fees are paid.
- (3) Musical instruments carried as checked baggage will be carried on the same aircraft as the passenger unless the baggage is delayed or the carrier decides that it is impractical to carry the baggage on the same aircraft. This will also include cases of substitution of aircraft. In case of baggage delay, the carrier will take necessary steps to inform the passenger of the status of the baggage and arrange to deliver the musical instrument to the passenger as soon as possible unless applicable laws require the presence of the passenger for customs clearance.
- (4) Delicate musical instruments are not suitable for carriage as checked baggage. Passengers should contact the carrier or review its website for more information about which musical instruments are not suitable for carriage.
- (5) Pacific Coastal Airlines Limited does not provide any method for declaring or insuring for excess evaluations for musical instruments. See Rule 120 for the carrier's limitation of liability.

## (E) Fees

- (1) Musical instruments will be considered as part of the passenger's baggage allowance, carriage of which may be dependent on the fare purchased.
- (2) Excess baggage rates will apply to any musical instrument weight over 50 pounds (23 kilograms) and/or having linear dimensions over 62 inches (158 centimetres).



# Part III – At the airport/ during travel





## Part III – At the airport/during travel

### Rule 60: Acceptance of children for travel

#### (A) General

- (1) Infants and children 5 years of age or younger, accompanied in the same cabin by a passenger 16 years of age or older, will be accepted for transportation.
- (2) Persons entrusted with the care of infants and children must be capable of discharging this duty.

#### Infants

- (1) Infants under two years of age on the date of travel do not require a seat.
- (2) For travel within Canada, infants under two years of age do not require a ticket.
- (3) Only one infant under the age of two years may be held in the lap of an accompanying passenger 16 years of age or older.
- (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 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 or United States Federal Aviation Administration (FAA) approved child restraint device.

#### Children

- (1) All children, two 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 5 years old and will be considered as adults for the purposes of travel and will be charged the applicable adult fare.
- (4) All children, 12 years of age or older, may accompany other children 6 years of age or older 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

### For travel within Canada

| Age                          | Accepted | Conditions  |
|------------------------------|----------|---|
| 1 days to 23 months (infant) | Yes      | <p>Only one infant is permitted per adult passenger (at least 16 years of age or the Infants parent). 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.</p> <p>Children under 5 years of age must be accompanied by their parent or a guardian who is at least 16 years of age. Children 5 years of age to 11 years of age must be accompanied by their parent or a guardian who is at least 12 years of age.</p> <p>Children between 8 and 11 years of age who are not travelling with a parent or a guardian must travel as an unaccompanied minor. (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. Furthermore, they may accompany children 5 years of age or older.</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.

- (1) For travel within Canada, the Carrier recommends passengers under 18 years of age carry identification such as a passport, an original birth certificate or a non-government ID, e.g. student card.
  - (a) The carrier reserves the right to request government identification to verify age should the passenger appear to not match said age.
- (2) For travel between Canada and the United States, passengers under 18 years of age require a valid passport or a Nexus card.
- (3) For all international transportation, in addition to the above, the carrier may require presentation of the following documents when children are travelling by air:
  - (a) Passport;
  - (b) Documents establishing legal custody;
  - (c) Consent letter authorizing travel (e.g. when child is taking a trip alone or with only one parent);
  - (d) Supporting identification, such as a birth certificate or citizenship card;
  - (e) Other legal documents, such as divorce papers, custody court orders or a death certificate (if one parent is deceased);
  - (f) Any other documentation required for entry into or travel via the countries on their itinerary. Passengers should verify with the nearest embassy or consulate of each country to be visited about additional entry requirements and check for other laws and regulations affecting children.

## **(D) Unaccompanied minors**

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

## Rule 65: Unaccompanied minors

### (A) General

- (1) For purposes of this Rule, “guardian” is any person having responsibility over the welfare of a "minor".
- (2) The carrier offers a supervision service called the unaccompanied minor service (UM service) for all minors who have achieved the minimum age of 8 years.

### (B) Age restrictions

- (1) 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.
- (2) Minors aged between 8 and 11 years of age may only travel unaccompanied if they are using the UM service, outlined below.

### (C) 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);
- (2) The UM service is not available on:
  - (a) connecting flights (see Rule 65(E)(15) Conditions of application for unaccompanied travel for further details); or
  - (b) interline itineraries or interline travel.

### (D) Fares and charges

- (1) Unaccompanied minors travelling on the UM service provided by the carrier will be subject to the applicable adult fare.
- (2) A charge of \$52.50 CAD (including GST) per minor, in each direction, will be applied for using the UM service.

- (3) When two or more minors are traveling together the UM service charge will apply to both minors.
- (4) All standard fare class terms and conditions apply to reservations made for minors travelling on the UM service (i.e. change/cancellation fees, refundability, optional service charges, etc).

## **(E) Conditions of application for unaccompanied travel**

- (1) A maximum of two (2) passengers travelling on the UM service is permitted per flight. Availability of the UM service is on a first come, first served basis.
- (2) Arrangements and registration for the UM service are requested to be made at least 24 hours prior to departure with the carrier. In order to arrange UM services, the guardian must contact the carrier by calling the reservation call centre at 1-800-663-2872. UM services cannot be arranged online at [www.pacificcoastal.com](http://www.pacificcoastal.com). At the time of booking the parent/guardian must provide the following information:
  - (a) full legal name (as it appears on their valid government issued photo identification) and contact telephone number of parent/guardian dropping the child off at point of origin;
  - (b) full legal name (as it appears on their valid government issued photo identification) and contact telephone number of parent/guardian picking up the child at point of destination;
  - (c) full legal name (as it appears on their valid government issued photo identification) and contact telephone number of an alternate contact at point of destination other than the parent/guardian dropping off or picking up the child; and,
  - (d) allergy information for the child who will be travelling.
- (3) The minor must be brought to the airport of departure by a parent/guardian who remains with the minor until the carrier starts providing supervision. The parent/guardian will complete all the required documents which include providing the carrier with satisfactory evidence that the minor will be met by another parent/guardian or other responsible person. The parent/guardian dropping the minor off must produce valid government issued photo identification. Photocopies of previously used forms will not be accepted. It is recommended that parent/guardian and unaccompanied minor arrive 90 minutes prior to the scheduled departure time to allow adequate time to complete all required documents for the UM service.

- (4) The parent/guardian or other responsible person who will be meeting the unaccompanied minor at the destination airport must have valid government issued photo identification which will allow the carrier personnel to identify this person as the appropriate person designated to meet the minor. The full legal name of the parent/guardian meeting the unaccompanied minor at the destination airport must match the name details identically on the UM service documentation.
- (5) The parent/guardian will be required to remain at the airport of departure until the aircraft has departed and for an additional 20 minutes.
- (6) The parent/guardian must provide the carrier with the name and phone number of a person who can be contacted in case of emergency during the time the minor is in the carrier's care.
- (7) Unaccompanied minors will not be accepted if the flight on which the minor holds a reservation is expected to terminate short of, bypass the minor's destination, or flights that have a weather advisory.
- (8) Once the minor is under the carrier's care, the minor will be provided supervision by the carrier until they are met at destination by a parent/guardian or other responsible person who can confirm to carrier personnel by means of valid government issued photo identification that they are the person(s) designated to meet the minor.
- (9) Any individual who has not been previously noted on the UM service documents will not be able to pick up the unaccompanied child.
- (10) Failure of parent/guardian to meet the child at destination will result in the child being returned to original departure point if possible. If the parent/guardian noted on the UM service documentation is unable to meet the unaccompanied minor at destination the carrier will contact Child Services and the RCMP and the unaccompanied minor will be surrendered to them.
- (11) Confirmed reservations must be booked for unaccompanied minors. Standby travel is not permitted.
- (12) A minor with a medical condition or a minor with a disability may not be accepted for travel unaccompanied. Medical information and/or documents (for example, a medical certificate) may be required for any UM service to be offered to a minor with a medical condition or a disability.
- (13) A minor who requires a service dog cannot travel as an unaccompanied minor.

- (14) A minor travelling unaccompanied is not permitted to travel with a pet in cabin or pet as checked baggage.
- (15) Should a parent/guardian wish to transport an unaccompanied minor on the carrier that requires a connect within the carriers network the unaccompanied minor must be booked as two separate flights. For all intents and purposes, including baggage, the reservations will be considered as separate flights and the UM service documents must be signed in and out for each flight. For these types of reservations, the following conditions must be met in addition to the conditions of Rule 65(E)(2):
- (a) a parent/guardian must meet the unaccompanied minor at the connection point and then check the unaccompanied minor in again and remain with them until the connecting flight has departed and for an additional 20 minutes;
  - (b) baggage will not be through checked and must be retrieved by the parent/guardian at the connection point and checked in again with the carrier for the connecting flight;
  - (c) a minimum connection time between flights of 1 hour must be planned; and,
  - (d) the UM service fee of \$52.50 CAD (including GST) will be applied to each flight segment.

## (F) Carrier's responsibility

- (1) The carrier will provide basic supervision of unaccompanied minors while in its care. This includes supervision once they have presented their boarding pass, offering assistance to the aircraft on the tarmac, help get settled on-board the aircraft, stowing carry-on items, and answer any questions.
- (2) The carrier will not provide drinks, food or snacks to unaccompanied minors.
- (3) The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.
- (4) In cases where an UM is on board a flight diverted to a destination not listed on the ticket, the carrier will contact both the drop off and pick up parent/guardian to advise of the situation. If the UM cannot be returned to the point of origin or final destination, the parent/guardian may provide an alternate parent/guardian to care for the UM at the diverted destination. If an alternative parent/guardian at the

diverted destination is not available the carrier will contact Child Services and the RCMP and the unaccompanied minor will be surrendered to them.



## Rule 70: Carriage of persons with disabilities – Small Carrier Non-ATPDR operating aircraft with 30 or more passenger seats

### (A) Application

- (1) This rule applies to the transportation of persons with disabilities by Pacific Coastal Airlines Limited, which is a Small Carrier Non-ATPDR, that operates aircraft with 30 or more seats on its domestic transportation services.
- (2) Pursuant to Rule 5(A)(1), Application of tariff, this rule applies to the transportation of all persons with disabilities on all flights marketed and operated by Pacific Coastal Airlines Limited, and in respect to all flights marketed by Pacific Coastal Airlines Limited.

### (B) Acceptance for carriage

- (1) The carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance, unless doing so would impose undue hardship on the carrier, for example if it would jeopardize security, public health or public safety.
- (2) The carrier will not refuse to transport a person with a disability solely based on their disability unless the transportation of the person would impose an undue hardship on the carrier, for example, if it would jeopardize security, public health or public safety.
- (3) The carrier will accept for carriage any passenger whose mental or physical conditions is such as to render them incapable of caring for themselves without assistance, provided:
  - (a) they are accompanied by a personal attendant who will be responsible for the passenger en route; and
  - (b) with the care of such personal attendant, the passenger will not require unreasonable attention or assistance from employees of the carrier that is usually provided by the carrier employees.

- (4) Non-self-reliant passengers must be attended at all times by the personal attendant.
- (5) The carrier must limit the number of non-ambulatory passengers according to aircraft type, self-reliance and presence of a personal attendant(s). Contact carrier for details. Limits may be altered by carrier in the case of athletes with a disability attending their sporting events.

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

## (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 the carrier, the carrier will:
  - (a) discuss with the person their needs in relation to their disability and the services offered by the carrier 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 personal attendant, ensure that the person and the personal attendant are seated together.
- (2) The carrier will advise the person if information and/or documents are required to permit the carrier to assess any request for service, as per (F)(3) below. The carrier will also advise the person that the information and/or documents must be filed within 48 hours and that the assessment of the request may take up to 2 business days after receipt of the information and/or documents.

### **Personal Attendant**

- (3) Passengers travelling in the capacity of fulfilling the requirements of a personal attendant to support a person with a disability travelling must meet the following requirements:

- (a) be 18 years of age or older and capable of providing assistance to a person with a disability,
  - (b) be ambulatory and self-reliant, and not require a service dog or mobility aid to support their own travel,
  - (c) not travel with a pet in cabin,
  - (d) be responsible for assisting the person with a disability's needs en route including assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier,
  - (e) travel on the same flights and reservation of the person with a disability; and
  - (f) be seated in the closest seat possible of the person with a disability during flight.
- (4) In circumstances where a personal attendant is required by the reason of the provisions of this Rule, the Carrier will not charge a fare for the seat occupied by the personal attendant, only applicable tax, fees and surcharges apply.
- (5) A passenger requiring a personal attendant must be 8 years of age or older.

### **Disabling Obesity**

- (6) The Carrier will provide extra seating free of charge to passengers who require extra seating due to disabling obesity. The Carrier does not provide extra seating free of charge to passengers who are not disabled as a result of obesity.
- (7) To request extra seating at no additional charge the passenger must contact the carrier's reservation call centre at 1-800-663-2872 and provide a letter from their licensed physician, dated within one year of the passenger's departure date and the letter must confirm:
- (a) the passenger is disabled as a result of obesity,
  - (b) the extra seating is required for travel,
  - (c) the person who prepared the document is a licensed physician (including type of license); and
  - (d) the passenger is currently under the care of the licensed physician who prepared the document.
- (8) Based on the specific aircraft that the Carrier operates not all seats onboard the Beechcraft B1900 aircraft or Saab 340B aircraft have an adjoining seat suitable for

passengers with disabling obesity. Passengers are recommended to visit the [carrier's website](#) or contact the carrier's reservation call centre at 1-800-663-2872 for further information.

### **Large Service Dogs**

- (9) Where additional seating is required to accommodate a larger service dog the Carrier will provide extra seating free of charge to passengers who require extra floor space to accommodate large service dogs.
- (10) To request extra seating at no additional charge the passenger must contact the carrier's reservation call centre at 1-800-663-2872.

## **(D) Confirmation of services and communication of information**

- (1) The carrier will indicate in the record of a person's travel reservation the services that the carrier will provide to the person.
- (2) The carrier will provide a written confirmation of the services that it will provide to the person if requested by the passenger 72 hours prior to scheduled departure either through the carrier's reservation call centre at 1-800-663-2872 or accessibility form request located on the carrier's [website here](#).
- (3) Where technology supports, the carrier will ensure that any announcements made to passengers concerning stops, delays, schedule changes, connections, and on-board services and the claiming of baggage is in visual, verbal and/or written format to passengers with disabilities who request such a service.

## **(E) Services for which no advance notice is required**

- (1) The services identified in (3) below will be provided at no additional fare or charge.
- (2) The carrier will not require a person with a disability to file information and/or documents, including a medical certificate, to support any request for services identified in (3) below.
- (3) The carrier will make best efforts to ensure that services are provided to persons with disabilities when a request for such services are made at least 48 hours prior to departure. The carrier will make reasonable efforts to accommodate requests not made within this time limit. Services to be provided upon request will include:

- (a) assisting with registration at the check-in counter;
- (b) assisting in proceeding to the boarding area; the carrier will not be able to have a representative stay with the passenger at all times; once at the departure gate, a representative can periodically check in on the passenger;
- (c) assisting in boarding and deplaning; the passenger must be present prior to the beginning of boarding to receive this service;
- (d) assisting in stowing and retrieving carry-on baggage and retrieving checked baggage;
- (e) assisting in moving, other than carrying or transferring, to and from an aircraft lavatory (on aircraft with lavatories);
- (f) assisting in proceeding to the general public area;
- (g) transferring a passenger between their own mobility aids and a mobility aid provided by the carrier;
- (h) transferring a passenger between a mobility aid and the passenger's seat;
- (i) providing limited assistance with meals, if provided, such as opening packages and identifying items;
- (j) providing a seat belt extension;
- (k) inquiring periodically during a flight about a passenger's needs, on aircraft with in-cabin crew members; and
- (l) briefing individual passengers with disability and their personal attendant on emergency procedures and the layout of the aircraft cabin.

## (F) Services for which advance notice is required

- (1) The services identified in (4) below will be provided at no additional fare or charge.
- (2) The carrier will require a person with a disability to file information and/or documents, including a medical certificate, to support any request for services identified in (4) below.

### **Every reasonable effort**

- (3) In all instances, the carrier will make every reasonable effort to provide a service requested by a person with a disability even if the person does not comply with any

requirement in this section, to provide advance notice or to provide information and/or documents to permit the carrier to assess the request.

### **Services – 72 hours advance notice**

- (4) Subject to the carrier's requirement for the person with a disability to provide information and/or documents, the carrier will provide the following services if requested by a person with a disability at least 72 hours prior to the scheduled time of departure of the person's flight:
- (a) carriage of approved service dogs;
  - (b) carriage of approved oxygen tanks and oxygen concentrators; and
  - (c) carriage of motorized/battery powered wheelchairs.

### **Services – information and/or documents required to be filed with the carrier**

- (5) The carrier may require the person to file any information and/or documents, including a medical certificate, that are reasonably necessary to permit the carrier to assess the person's request for a service noted below:
- (a) carriage of approved service dogs;
  - (b) carriage of approved oxygen tanks and oxygen concentrators required during flight; and
  - (c) passengers requiring an extra seat due to disabling obesity.

## **(G) Acceptance of mobility aids and other assistive devices**

- (1) The carrier will accept for carriage, free of charge, in addition to the regular baggage allowance, and as priority baggage, mobility aids and any other assistive devices, subject to any safety or security restrictions that would prevent such a device from being transported.
- (2) The carrier will permit the person to retain their mobility aid until it becomes necessary to store it for carriage.
- (3) Where a mobility aid is accepted for carriage, the carrier 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.

- (4) Where the carrier operates aircraft with less than 60 seats, it will refuse to transport an electric wheelchair, scooter or manually operated rigid-frame wheelchair where aircraft design does not permit the carriage of the aid, for example, if the weight or size of the mobility aid exceeds the capacity of lifts or ramps, or the doors to baggage compartments are too small for the mobility aid, or transportation of the mobility aid would jeopardize aircraft airworthiness.
- (5) The carrier will accept mobility aids weighing up to 140 pounds (63.5 kilograms) and not exceeding a width of 51 inches (129 centimetres) and a height of 52 inches (132 centimetres).

**Note:** Information regarding maximum weight and dimensions of mobility aids that each make and model of our aircraft is capable of transporting can be found on the carrier's [website here](#).

- (6) Where a carrier refuses to transport a mobility aid for any of the reasons above, the carrier will inform the person of the reason for refusal at the time of refusal.
- (7) The carrier is unable to store a person's manual folding wheelchair in the passenger cabin during the flight due to aircraft size limitations.
- (8) Where space permits, the carrier will permit a person with a disability to retain in the person's custody any of the following small assistive devices that the person needs during travel:
- (a) 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.

**Note:** For provisions related to limitations of liability regarding loss of, damage to, or delay in delivering mobility aids, refer to Rule 120(B)(5), Liability – Domestic Transportation, Mobility aids or Rule 121(B)(5), Liability – International Transportation, Mobility aids.

## (H) Acceptance of service dogs

- (1) The carrier will accept for transportation, without charge, a service dog required to assist the travelling passenger with a disability provided that the animal is:
- (a) properly harnessed;



(b) certified in writing as having been trained or is currently in training by a professional service dog institution; and,

(c) completion of the form “Traveling with a Service Dog” to be submitted at least 72 hours in advance of travel.

**Note:** The carrier will accept service dogs in training, without charge, but in accordance to the provisions outlined in Rule 75, Acceptance of animals. Service dogs in training are subject to on-board limits as outlined in Rule 75(C)(8)(b).

- (2) The carrier will permit the service dog to accompany the person with a disability on-board the aircraft and to remain on the floor at the person’s passenger seat. For the comfort of all passengers, the carrier staff will determine, in consultation with the person with a disability, where the person and service dog will be seated.
- (3) The carrier will assign a seat to the person which provides sufficient space for the person and the service dog. Where there is insufficient floor space in the seat row of the person’s passenger seat, the carrier will permit the service dog 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 dog. 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 dog that is to accompany the person.
- (5) The carrier may refuse to transport a service dog 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 dog on its own aircraft.
- (7) The carrier does not accept animals other than dogs as service dogs.

**Note:** For provisions related to limitations of liability regarding service dogs, refer to Rule 120(B)(7), Liability – Domestic Transportation, Service dogs or Rule 121(B)(10), Liability – International Transportation, Service dogs.

## (I) Acceptance of emotional support animals

- (1) The carrier does not accept emotional support animals. All animals other than service dogs are transported in accordance with Rule 75, Acceptance of animals, and subject to associated transportation fees.

## (J) Other services for persons with disabilities

- (1) Medical Oxygen
  - (a) Passengers who require carriage of oxygen tanks and oxygen concentrators required during flight are to see the carrier's [website here](#) for carriage details.

## Rule 75: Acceptance of animals

With respect to terms and conditions related to the transport of any service dog used to assist persons with disabilities please refer to: Rules 70(H), Acceptance of service dogs.

### (A) Application

- (1) The carrier will agree to carry animals subject to the following provisions:

### (B) General

- (1) Advance arrangements must be made with the carrier before any animal will be accepted for carriage. Passengers are advised to register their pet within 24 hours of completing their booking and at least 48 hours prior to flight by calling the carrier's reservation call centre at 1-800-663-2872.
- (2) Completion of applicable "Live Animal Acceptance Checklists" will need to be completed during check-in. Copies of the checklist will be provided at check-in; however, passengers are advised to familiarize themselves with the checklist prior to arriving at the airport. They are available for review on the carrier's website under [Pet Travel](#).
- (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) Pets

- (1) The provisions in this section are not applicable to service dogs.
- (2) The carrier will only accept for carriage domestic dogs, cats, rabbits, and birds, as carry-on baggage, provided the animal(s) is/are accompanied by a passenger, in compliance with the IATA Live Animal Regulations.

- (3) 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 the carrier.
- (4) Passengers travelling with animals are encouraged to present 90 minutes prior at the check-in counter.
- (5) The animals must be harmless, inoffensive and odourless.
- (6) The carrier will not accept an animal if it is in the custody of an unaccompanied minor.
- (7) Animals as checked baggage:
  - (a) Due to climatic conditions, animals will not be accepted during certain periods of the year. These black-out periods will be posted on the carrier's website or may be ascertained by contacting the carrier's reservation call centre at 1-800-663-2872.
  - (b) The carrier has an embargo period for animals as checked baggage during the period of December 15 through to January 6 inclusive annually. During this period live animals cannot be transported as checked baggage. Only pets in the cabin will be accepted during this time as per section (C)(8) below.
  - (c) The maximum size for the container/kennel must not exceed 40L x 27W x 30H inches (101L x 68W x 76H centimetres).
  - (d) The maximum allowable weight for both the animal and container/kennel must not exceed 140 pounds (63.5 kilograms).
  - (e) For domestic transportation, pursuant to the provision of the applicable convention, once an animal is accepted for carriage as checked baggage, the carrier is liable in the event of damages arising from loss, damage and delay of an animal as specified in Rule 120, Liability – Domestic Transportation.
  - (f) For safety reasons, the carrier will not accept an animal for carriage as checked baggage if the animal is less than eight (8) weeks old.
  - (g) Animals of different species cannot be combined in the same container.
  - (h) **Charges:** The charge for transportation of the animal, (other than a service dog) and container/kennel as checked baggage will be as follows (CAD, including GST):

**Charge of transportation of animal and container/kennel**

| From/To                                      | Charge   |
|--|----------|
| Any destination within the carrier's network | \$105.00 |

**(8) Pets in the cabin:**

- (a) Only one (1) animal per passenger may be accepted for carriage in the passenger cabin.
- (b) The number of animals carried in the passenger cabin is limited to two (2) animals per flight. Fully trained service dogs are exempt from this limit restriction.
- (c) The maximum size permitted for the in-cabin animal container/kennel must not exceed 17L x 10W x 10H inches (43L x 25W x 25H centimetres).
- (d) The carrier recommends booking well in advance to secure space for pets in the cabin. Availability of pets in the cabin service is on a first come, first served basis.
- (e) The maximum allowable weight for both the animal and in-cabin pet container/kennel must not exceed 22 pounds (10 kilograms).
- (f) The in-cabin container/kennel must be stored under the seat directly in front of the passenger.
- (g) The in-cabin animal and container/kennel may be carried as part of the passenger's unchecked (carry-on) baggage allowance according to the number and size dimensions set out in Rule 55, Baggage acceptance.
- (h) The animal must remain in the container/kennel for the entire duration of the journey. Passengers are not permitted to open the container/kennel at anytime while onboard the aircraft.
- (i) If the container/kennel exceeds the maximum size and/or maximum weight mentioned in (c) and (e) above, passengers will require to tender the animal as checked baggage and pay associated charges.
- (j) The carrier may require a passenger with an in-cabin animal to change seats after boarding to accommodate other passengers. The carrier will reimburse seat selection fees.

- (k) **Charges:** The charge for transportation of an animal (except for Service dogs) and container/kennel in the passenger cabin will be as follows (CAD, including GST):

**Charge of transportation of animal and container/kennel**

| From/To                                      | Charge  |
|--|---------|
| Any destination within the carrier's network | \$52.50 |

## Rule 80: Administrative formalities – travel documents, customs and security

### (A) General

- (1) The passenger is responsible for obtaining all required travel documents (passports, visas, tourist cards, health certificates, or other appropriate and necessary identification) including those of any children that are accompanied by the passenger.
- (2) The passenger is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through and also for complying with the instructions of the carriers concerned.
- (3) The carrier will not be liable for any help or information given either verbally or in writing to the passenger in good faith about proper travel documentation.
- (4) The carrier will not be liable for the passenger for any consequences resulting from the failure of the passenger to obtain the necessary travel documents or from the failure to comply with the laws, regulations, orders and/or demands of countries to be flown from, into or through.

### (B) Travel documents

- (1) Prior to travel, the passenger must be prepared to submit for inspection to the carrier all travel documents required by the countries concerned.
- (2) The carrier will have the right to make and retain copies of the travel documents presented by the passenger.
- (3) As described in Rule 105, Refusal to transport, the carrier reserves the right to refuse transportation to any passenger who fails to present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries where travel is intended or whose travel documents do not appear to be in order.
- (4) For international transportation including domestic segments on a passenger's itinerary, the carrier relies upon the information contained in TIMATIC web<sup>2</sup> which may be accessed [here](#), in order to determine whether a passenger is in possession



of the travel documentation required for themselves or any animal to enter a particular country or to travel via certain countries based on their confirmed itinerary.

- (5) Passengers are strongly encouraged to confirm any necessary legal requirements for entry into or travel via the countries on their itinerary prior to their flights and to have proof of their compliance with such regulations, including being in possession of the relevant travel documents, in advance of check-in.
- (6) The carrier will not provide passengers with information on the travel document requirements, including visa, passport, and health requirements, for entry into, exit from, or travel via the countries on their itinerary.

## **(C) Customs and security matters**

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

## **(D) Costs Resulting from Inadmissibility**

- (1) If the passenger is refused entry into a country by reason of their failure to comply with the laws, regulations, orders and/or requirements of that country or has failed to produce required travel documents, then the passenger will reimburse the carrier, on demand, any damages, losses, fines, penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever (including but not limited to interest, court costs and attorneys' fees).
- (2) A passenger found inadmissible either en route or at destination will not be provided a refund by the carrier.
- (3) Due to the passenger's inadmissibility into a country of transit or destination, the passenger must pay the carrier the applicable fare to be transported from the country where entry was refused to the original point or origin or to an alternative destination. The carrier will apply to the payment of such a fare any funds paid by the passenger to the carrier unused carriage, or any funds of the passenger in possession of the carrier.

## Rule 85: Ground transfer services

### (A) General

- (1) Except as necessitated by an operational diversion which requires repatriation of passengers via ground-based transportation, the carrier does not maintain, operate or provide ground transfer services between airports or between airports and city centres.
- (2) The provision of or repatriation of passengers via ground-based transportation or any ground transfer service is performed by independent operators who are not and shall not be deemed to be, agents or servants of the carrier.
- (3) The carrier shall not be liable for death/injury to passengers or for damage to baggage resulting from any event that may occur during the ground-based transportation and is not liable for the acts and omissions of such independent contractors. Different liability regimes apply to ground-based transportation and such service is subject to the operators' terms and conditions.
- (4) Any effort by an employee, agent or representative of the carrier in assisting the passenger to make arrangements for such ground transfer service shall in no way make the carrier or the carrier's employee, agent or representative liable for the acts or omissions of such an independent operator.

## Rule 90: Delay or cancellation – outside the carrier's control

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

### (B) General

- (1) The carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed. The carrier, at their own discretion, may elect to provide an alternative means of transport (such as a shuttle) to the final destination to complete the passenger's journey in the event of an irregular operation.
- (2) Personalized documents, such as a ticket/itinerary issued by the carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the carrier and the passenger.
- (3) A delay or cancellation that is directly attributable to an earlier delay or cancellation that is due to situations outside the carrier's control, is considered to also be due to situations outside that carrier's control if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
- (4) The passenger who attempts to check-in after the carrier's check-in deadline or presents themselves at the boarding area after the carrier's boarding time deadline as specified under Rule 40(E), Check-in time limits, will not receive consideration per Rule 90 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.
- (5) The carrier will not guarantee and will not be held liable for cancellations or changes to flight times that appear on passengers' tickets due to force majeure.
- (6) The carrier will make all reasonable efforts to inform passengers of delays and schedule changes and, to the extent possible, the reason for the delay or change.

- (7) It is always recommended that the passenger communicate with the carrier either by telephone, electronic device or via the carrier's website or to refer to airport terminal displays to ascertain the flight's status and departure time.

## (C) Situations outside the carrier's control

- (1) Situations outside the carrier's 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 (including meteorological conditions that limit an aircraft's maximum takeoff weight);
  - (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 the carrier 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; and
  - (l) an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

## (D) Communication with passengers — delay or cancellation outside the carrier's control

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

## **(E) Alternate arrangements — delay or cancellation outside the carrier's control**

- (1) If a flight is cancelled, or once a flight delay has reached three hours, the carrier will provide to the passenger, free of charge, a confirmed reservation on the next available flight that is operated by the carrier, or a carrier with which they have a commercial agreement, travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 48 hours after the departure time that is indicated on that ticket.
- (2) If the carrier cannot provide a confirmed reservation in accordance with (1) above, the carrier will, at the passenger's choice:
  - (a) provide a refund for any unused portion of the ticket; or,
  - (b) make the following alternate travel arrangements, free of charge:

### **Small Carrier APPR:**

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

### **Return to point of origin**

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

### **Refund**

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

### **Comparable services**

- (5) To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including the carrier making

every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for persons with disabilities.

**Refund of additional services**

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

**Higher class of service**

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

**Lower class of service**

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

**Method used for refund**

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

**Refund deadline**

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

## Rule 91: Delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes

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

### (B) General

- (1) The carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed. The carrier, at their own discretion, may elect to provide an alternative means of transport (such as a shuttle) to the final destination to complete the passenger's journey in the event of an irregular operation.
- (2) Personalized documents, such as a ticket/itinerary issued by the carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the carrier and the passenger.
- (3) A delay or cancellation that is directly attributable to an earlier delay or cancellation that is within the carrier's control but is required for safety purposes, is considered to also be within that carrier's control but required for safety purposes, if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
- (4) The passenger who attempts to check-in after the carrier's check-in deadline or presents themselves at the boarding area after the carrier's boarding time deadline as specified under Rule 40(E), Check-in time limits, will not receive consideration per Rule 91 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.



- (5) The carrier will not guarantee and will not be held liable for cancellations or changes to flight times that appear on passengers' tickets due to force majeure.
- (6) The carrier will make all reasonable efforts to inform passengers of delays and schedule changes and, to the extent possible, the reason for the delay or change.
- (7) It is always recommended that the passenger communicate with the carrier either by telephone, electronic device or via the carrier's website or to refer to airport terminal displays to ascertain the flight's status and departure time.

### **(C) Communication with passengers – delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes**

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

### **(D) Alternate arrangements – delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes**

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

#### **Small Carrier APPR:**

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

#### **Refund**

- (2) If the alternate travel arrangements offered, in accordance with (1) above, do not accommodate the passenger's travel needs, the carrier will

- (a) in the case where the passenger is no longer at the point of origin that is indicated on the original ticket and the travel no longer serves a purpose because of the delay or cancellation, refund the ticket, pursuant Rule 125 (A), General, and (B), Involuntary refunds, and provide the passenger, free of charge, with a confirmed reservation that is for a flight to that point of origin which accommodates the passenger's travel needs; and
- (b) in any other case, refund the unused portion of the ticket. The amount of the refund will be calculated pursuant to Rule 125 (A), General, and (B), Involuntary refunds.

### **Comparable services**

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

### **Refund of additional services**

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

### **Higher class of service**

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

### **Lower class of service**

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

### **Method used for refund**

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

**Refund deadline**

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

**(E) Standards of treatment – delay or cancellation – within the carrier’s control and within the carrier's control but required for safety purposes**

- (1) If the passenger has been informed of the delay or of the cancellation less than 12 hours before the departure time that is indicated on their original ticket and they have waited two hours after the departure time that is indicated on their original ticket, the carrier must provide the passenger with the following treatment free of charge:
- (a) food and drink in reasonable quantities (not including gratuities and alcohol), taking into account the length of the wait, the time of day and the location of the passenger (due to the remote location of some airports in the carriers network, food and drink options may be limited and not available to passengers); and
  - (b) access to a means of communication.

**Accommodations**

- (2) If the passenger has been informed of the delay or of the cancellation less than 12 hours before the departure time that is indicated on their original ticket and if the carrier expects that the passenger will be required to wait overnight for their original flight or for a flight reserved as part of alternate travel arrangements, the carrier must offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the passenger, as well as transportation to the hotel or other accommodation and back to the airport (due to the remote location of some airports in the carriers network, accommodation options may be limited and not available to passengers).

**Refusing or limiting treatment**

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

## **(F) Compensation – delay or cancellation – within the carrier's control and not required for safety purposes**

- (1) Compensation for inconvenience is only payable when the delay or cancellation is within the carrier's control and is not required for safety purposes.
- (2) If a passenger is informed 14 days or less before the departure time on their original ticket that the arrival of their flight at the destination that was indicated on their ticket will be delayed, the carrier will provide the minimum compensation for inconvenience as follows:

### **Small Carrier APPR:**

- (a) \$125 CAD, if the arrival of the passenger's flight at destination that is indicated on the original ticket is delayed by three hours or more, but less than six hours,
- (b) \$250 CAD, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by six hours or more, but less than nine hours, or
- (c) \$500 CAD, if the arrival of the passenger's flight at the destination on the original ticket is delayed by nine hours or more.

### **Compensation in case of refund**

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

### **Small Carrier APPR:**

- (a) in the case of a Small Carrier APPR, \$125 CAD.

### **Deadline to file request**

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

### **Deadline to Respond**

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

**Compensation for inconvenience**

- (6) If the carrier is required by this tariff to provide compensation to a passenger, the carrier will offer it in form of money (i.e., cash, cheque, or bank transfer).

## Rule 92: Tarmac delay

### (A) Applicability

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

### (B) General

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

#### **Urgent medical assistance**

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

#### **Tarmac delay obligations – standards of treatment**

- (3) If a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, the carrier will provide passengers with the following treatment, free of charge:
  - (a) if the aircraft is equipped with lavatories, access to those lavatories in working order;
  - (b) proper ventilation and cooling or heating of the aircraft;
  - (c) if it is feasible to communicate with people outside of the aircraft, the means to do so; and
  - (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.

## Communications and information

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

## (C) Tarmac delay (over 3 hours) carrier obligations at an airport in Canada

### Passenger disembarkation

- (1) If a flight is delayed on the tarmac at an airport in Canada, the carrier will provide an opportunity for passengers to disembark:
  - (a) three hours after the aircraft doors have been closed for take-off; and
  - (b) three hours after the flight has landed, or at any earlier time if it is feasible.
- (2) **Exception:** Carrier is not required to provide an opportunity for passengers to disembark in accordance with (1) (above) if:
  - (a) it is likely that take-off will occur less than three hours and 45 minutes after the doors of the aircraft are closed for take-off or after the flight has landed, and,
  - (b) the carrier is able to continue to provide the standards of treatment referred to in (B)(3) (above).
- (3) If a passenger opts to disembark pursuant to Rule 92(C)(1) and the passenger fails to make themselves readily available for an immediate departure should that occur, the carrier:
  - (a) cannot guarantee that the passenger can be reaccommodated on to the aircraft,
  - (b) will treat the passenger, as appropriate, under the provisions of Rule 90, Delay or cancellation - outside the carrier's control or Rule 91, Delay or cancellation - within the carrier's control and within the carrier's control but required for safety purposes.



**Priority disembarkation**

- (4) If the carrier allows disembarkation, it will, if it is feasible, give passengers with disabilities and their personal attendant or service dog, if any, the opportunity to leave the aircraft first.

**Exceptions**

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

## Rule 95: Denial of boarding – outside the carrier's control

### (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 applies in respect of a carrier when there is denial of boarding due to situations outside the carrier's control. See Rule 95(C) for situations that are outside a carrier's control.
- (3) This Rule does not apply in the situation of a refusal to transport a passenger due to, for instance, health, safety or security reasons, or where the passenger has failed to follow carrier rules or instructions, has inappropriate travel documents or has failed to respect check-in time limits. To see the carrier's policies in this respect, refer to Rule 105, Refusal to transport.

### (B) General

- (1) The carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
- (2) Personalized documents, such as a ticket/itinerary issued by the carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the carrier and the passenger.
- (3) The passenger holding a confirmed ticketed reservation must present themselves for carriage in accordance with this tariff having complied fully with the carrier's applicable reservation, ticketing, check-in and boarding requirements within the time limits as set out in Rule 40.
- (4) The passenger who attempts to check-in after the carrier's check-in deadline or presents themselves at the boarding area after the carrier's boarding time deadline as specified under Rule 40(E), Check-in time limits, will not receive consideration per Rule 95 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.

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

## (C) Situations outside the carrier's control

- (1) Situations outside the carrier's 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 (including meteorological conditions that limit an aircraft's maximum takeoff weight);
  - (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 the carrier or within at 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; and
  - (l) an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

## **(D) Communication with passengers – denial of boarding – outside the carrier’s control**

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

## **(E) Alternate arrangements – denial of boarding outside the carrier’s control**

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

### **Small Carrier APPR:**

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

### **Comparable services**

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

### **Refund of additional services**

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

### **Higher class of service**

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

**Lower class of service**

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

**Method used for refund**

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

**Refund deadline**

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

**Refunds**

- (8) In the event the carrier is unable to re-accommodate passengers following denied boarding outside carrier's control, the carrier will offer to cancel effected segment and all unused flight segments with no penalty and receive a full travel credit or refund to the original form of payment.

## Rule 96: Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes

### (A) Applicability

- (1) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or have purchased.
- (2) This Rule applies in respect of a carrier when there is a denial of boarding due to a situation that is within the carrier's control and within the carrier's control but required for safety. (G) is only applicable if the denial of boarding is within the carrier's control and is not required for safety purposes.
- (3) This Rule does not apply in the situation of a refusal to transport a passenger due to, for instance, health, safety or security reasons, or where the passenger has failed to follow carrier rules or instructions, has inappropriate travel documents or has failed to respect check-in time limits or gate cut-off times. See Rule 105, Refusal to transport for the carrier's policies in this respect.

### (B) General

- (1) The carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
- (2) Personalized documents, such as a ticket/itinerary issued by the carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the carrier and the passenger.
- (3) The passenger holding a confirmed ticketed reservation must present themselves for carriage in accordance with this tariff having complied fully with the carrier's applicable reservation, ticketing, check-in and boarding requirements within the time limits set out in Rule 40.
- (4) A denial of boarding that is directly attributable to an earlier delay or cancellation that is within that carrier's control but is required for safety purposes, is considered to also be within that carrier's control but required for safety purposes if that carrier

took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

- (5) The passenger who attempts to check-in after the carrier's check-in deadline or presents themselves at the boarding area after the carrier's boarding time deadline as specified under Rule 40(E), Check-in time limits, will not receive consideration per Rule 96 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.

### **(C) Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes – request for volunteers**

- (1) In cases of denial of boarding within the carrier's control and within the carrier's control but required for safety purposes, the carrier will not deny boarding to a passenger unless it has asked all passengers if they are willing to give up their seat. As such, the carrier will make an announcement and ask for volunteers to relinquish their seats from among the confirmed passengers. At the same time, the carrier will announce what type of benefits passengers will be entitled to should they voluntarily relinquish their seat. The carrier will advise any passenger who expresses an interest in relinquishing their seat of the amount of compensation a passenger could receive pursuant to (G)(1) if there is a denial of boarding.
- (2) Attempts to find volunteers may take place at the check-in or boarding areas. The carrier may also seek volunteers before the passenger arrives at the airport. The carrier will continue to make this request of passengers until it obtains enough volunteers to prevent a denial of boarding or until it determines that it does not, despite its best efforts, have enough volunteers.
- (3) If the carrier offers a benefit in exchange for a passenger willingly relinquishing their seat in accordance with (1) (above) and a passenger accepts the offer, or if they negotiate a benefit acceptable to both parties, the carrier will provide the passenger with a written confirmation of that benefit before the flight departs. A passenger who willingly relinquishes their seat is not considered to be a passenger who has been subject to a denial of boarding by the carrier and as such, is not entitled to compensation pursuant to (G).

#### **Passenger on aircraft**

- (4) The carrier will not deny boarding to a passenger who is already on-board the aircraft unless the denial of boarding is required for reasons of safety. However,



passengers may still elect to volunteer to relinquish their seat if already on-board the aircraft in exchange for benefits agreed upon with the carrier.

### **Priority for boarding**

- (5) If denial of boarding is necessary, the carrier will give priority for boarding to passengers in the following order:
- (a) an unaccompanied minor or passenger less than 18 years old travelling alone;
  - (b) a person with a disability and their personal attendant or service dog, if any;
  - (c) a passenger who is travelling with family members;
  - (d) a passenger who was previously denied boarding on the same ticket;
  - (e) a passenger who has a connecting Pacific Coastal Airlines Limited or other airline flight same day; and,
  - (f) all other passengers with confirmed and ticketed reservations in the order as per the carriers Priority Protection Travel Status as defined in Rule 31(C).

## **(D) Communication with passengers – denial of boarding – within the carrier’s control and within the carrier's control but required for safety purposes**

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

## **(E) Alternate arrangements – denial of boarding – within the carrier’s control and within the carrier's control but required for safety purposes**

- (1) In the case where there is a denial of boarding for situations within the carrier’s control or within the carrier's control but required for safety purposes, the carrier will provide to each passenger, free of charge, the following alternate travel arrangements to ensure that the passenger completes their itinerary as soon as feasible:

**Small Carrier APPR**

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

**Refund**

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

**Comparable services**

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

**Refund of additional services**

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

**Higher class of service**

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

**Lower class of service**

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

**Method used for refund**

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

**Refund deadline**

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

## **(F) Standards of treatment – denial of boarding – within the carrier’s control and within the carrier's control but required for safety purposes**

- (1) Before a passenger boards the flight reserved as an alternate travel arrangement per (E)(1), the carrier will provide them with the following treatment free of charge:
- (a) food and drink in reasonable quantities (not including gratuities and alcohol), taking into account the length of the wait, the time of day and the location of the passenger (due to the location of some airports in the carrier’s network, food and drink options may be limited and not available to passengers); and
  - (b) access to a means of communication.

**Accommodations**

- (2) If the carrier expects that the passenger will be required to wait overnight for a flight reserved as part of alternate travel arrangements, the air carrier must offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the passenger as well as transportation to the hotel or other accommodation and back to the airport (due to the remote location of some airports in the carriers network, accommodation options may be limited and not available to passengers).

**Refusing or limiting treatment**

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

**(G) Compensation – denial of boarding – within the carrier's control and not required for safety purposes**

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

**Compensation for denial of boarding**

- (2) If a denial of boarding that is within the carrier's control occurs, the carrier will provide the following compensation for inconvenience to the affected passenger:
- (a) \$900 CAD, if the arrival time of the passenger's flight at the destination that is indicated on the original ticket is delayed by less than six hours;
  - (b) \$1,800 CAD, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by six hours or more, but less than nine hours; and
  - (c) \$2,400 CAD, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by nine hours or more.

**Payment**

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

**Estimated arrival time**

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

**Written confirmation**

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

**Adjustment**

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

**Compensation for inconvenience**

- (7) If the carrier is required by (2) above to provide compensation for a denial of boarding to a passenger, the carrier will offer it in form of money (i.e. cash, cheque, or bank transfer).

# Rule 97 – Communication of information – cancellation, delay, tarmac delay, denial of boarding, or schedule irregularities

## (A) General

(1) In cases where one of the following applies:

- (a) Rule 90, Delay or cancellation – outside the carrier's control,
- (b) Rule 91, Delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes,
- (c) Rule 92, Tarmac delay,
- (d) Rule 95, Denial of boarding – outside the carrier's control, or
- (e) Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes,

pursuant to the provisions of the APPR, the carrier will provide the following information to the affected passengers:

- (i) the reason for the delay, cancellation, or denial of boarding;
- (ii) the compensation to which the passenger may be entitled for the inconvenience;
- (iii) the standard of treatment for passengers, if any; and
- (iv) the recourse available against the carrier, including their recourse to the Agency.

- (2) In the case of a delay, the carrier will communicate status updates every 30 minutes until a new departure time for the flight is set or alternate travel arrangements have been made for the affected passenger.
- (3) The carrier 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 and where airport facilities permit.

- (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 that is compatible with adaptive technologies intended to assist persons with disabilities where technology permits.
- (6) In order to ensure timely receipt of communications, passengers must make best efforts to ensure that they, or their travel manager, have provided the Carrier with their telephone number and email address.
- (7) Passengers will also be able to receive delay or cancellation information:
  - (a) via the Carrier's website;
  - (b) at the airport during check-in;
  - (c) at the airport by departure and arrival screens;
  - (d) at the airport by carrier announcements; and
  - (e) on the aircraft.



## Rule 98 – Schedule irregularities

### (A) Applicability

This rule applies to all passengers irrespective of the fare brand on which they are travelling.

### (B) General

- (1) The Carrier will make all reasonable efforts to transport passengers and their baggage at the times indicated in its timetable.
- (2) Times shown in timetables or elsewhere are approximate and not guaranteed and form no part of the contract of carriage. The Carrier will not be responsible for errors or omissions either in timetables or other representations of schedules. No employee, agent or representative of the Carrier is authorized to bind the Carrier by any statement or representation regarding the dates or times of departure or arrival, or of the operation of any flight.
- (3) The Carrier will not guarantee and will not be held liable for cancellations or changes to flight times that appear on passengers' tickets due to an uncontrollable event or events of force majeure.
- (4) The Carrier will make all reasonable efforts to inform passengers of delays and schedule changes and, to the extent possible, the reason for the delay or change.
- (5) It is always recommended that the passenger communicate with the carrier either by telephone, electronic device or via the carrier's website or to refer to airport terminal displays to ascertain the flight's status and departure time.
- (6) In the case of schedule irregularities, the carrier will give priority for assistance to any person with a disability and unaccompanied minors.

### (C) Schedule Irregularities

- (1) Schedules are not guaranteed.
- (2) Flight schedules are subject to change without notice, and the times shown on the Carrier's published schedules, tickets, timetable and advertising are not guaranteed and form no part of this contract. The Carrier will not be responsible for errors or omissions either in timetables or other representations of schedules. No employee, agent or representative of the Carrier is authorized to bind the Carrier by any

statement or representation regarding the dates or times of departure or arrival, or of the operation of any flight.

(3) **“Schedule Irregularities”** means any change of schedules, flight times, routing, stops, equipment, and/or service that is not governed by the APPR.

- (a) Changes in the scheduled departure or arrival of the Carrier’s flight;
- (b) Cancellation of flight, or omission of a scheduled stop;
- (c) Change of schedule itinerary which require rerouting of a passenger at departure time of their original flight; and
- (d) Schedule Change.

**Exception:** Schedule Irregularities do not include events of Force Majeure and do not include events governed by the APPR.

(4) **“Schedule Change”** means the following:

- (a) The cancellation of a scheduled flight where no other flight operated by the Carrier of comparable routing is available within eleven (11) minutes of the original time of departure; or
- (b) A change in the scheduled departure time of a flight operated by the Carrier which exceeds eleven (11) minutes; or
- (c) A change in the routing of a scheduled flight operated by the Carrier which adds one (1) or more stops to the original itinerary; or
- (d) A change in the routing of a flight operated by the Carrier that results in a scheduled arrival time more than eleven (11) minutes later than the original scheduled arrival time; or
- (e) Any change in the arrival time of a flight operated by the Carrier that results in a misconnection to any flight shown in the same reservation and ticket.

(5) Passenger’s responsibility before purchase:

- (a) The passenger or passenger’s agent (Travel Agent, Other Carrier, etc.) must provide appropriate passenger contact information for schedule change notifications at the time of booking and shall continually update the Carrier with contact information changes to ensure that schedule change notifications are received before travel.
- (b) The passenger should acknowledge and/or accept the Carrier’s schedule change notifications or notifications from the entity where they booked (Travel Agent,

Other Carrier, etc.) to ensure they are aware of their itinerary and can adjust their plans accordingly as schedules are subject to change.

- (c) The Carrier will not be liable for loss or expense due to the passenger's failure to comply with this provision. Any amounts paid for the ticket, including fare, fee, and tax paid by a passenger or passengers are forfeited in the event the passenger(s) fail(s) to meet the Carrier's check-in or boarding time deadlines as specified under Rule 40(E).

#### (6) Change in Schedule

- (a) The Carrier may need to substitute other aircraft and may change, add, or omit intermediate stops. The Carrier cannot guarantee that passenger will make connections to other flights.
- (b) The Carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its published schedules and timetables.
- (c) In the event of a schedule change, the passenger is entitled to a full refund to the original form of payment as specified in Rule 125(A), General, and (B) Involuntary refunds, or accepted to be reaccommodated on an alternative available flight operated by the Carrier without charge.
  - (i) Passengers have 14 days from the date they were notified of a schedule change to either cancel their reservation and accept a refund, or accept to be reaccommodated on an alternative available flight without charge.
  - (ii) Passengers who choose to cancel their reservation or change their reservation more than 14 days after being informed of a schedule change are subject to standard fare terms and conditions outlined in Rule 31.
- (d) When a schedule change results in the cancellation of all Carrier service to a destination, at the Carrier's sole discretion, and if acceptable to the passenger, the Carrier may arrange for the passenger to travel on another carrier or via ground transportation.
- (e) The Carrier will make all reasonable efforts to inform passengers of delays and schedule changes and, to the extent possible, the reason for the delay or change.
- (f) The Carrier will not guarantee and will not be held liable for cancellations or changes to flight times that appear on passengers' tickets due to an event of force majeure.
- (g) The Carrier shall not be liable for damage occasioned by overbooking or cancellation if the Carrier proves that it, and its employees and agents, took all

measures that could reasonably be required to avoid the damage or if it was impossible for the Carrier, and its employees or agents to take such measures. Having taken all known circumstances into consideration, the Carrier will take all measures that can reasonable be required to avoid or mitigate the damages caused by the advanced flight departure, overbooking and cancellation.

# Rule 105: Refusal to transport

## Definitions

- (1) For the purposes of Rule 105:

**“Force majeure”** means an event, the cause or causes of which are not attributable to the wilful misconduct or negligence of the Carrier, including, but not limited to (i) earthquake, flood, hurricane, explosion, fire, storm, inclement weather or other meteorological conditions or natural disasters that make the safe operation of an aircraft impossible, or the actions or instructions of third parties such as acts of government or air traffic control, airport authorities, security agencies, law enforcement or customs and immigration officials, epidemic, pandemic, other acts of God or public enemies, war or political instability, national emergency, sabotage, invasion, insurrection, riots, strikes, picketing, boycott, lockouts or other civil disturbances and illegal acts, a NOTAM (as defined in subsection 101.01(1) of the Canadian Aviation Regulations), a security threat, airport operations issues, medical emergencies, a labour disruption within the carrier or within an essential service provider such as an airport or an air navigation service provider, (ii) issues or interruptions of flying facilities, navigational aids or other services, (iii) any laws, rules, proclamations, regulations, orders, declarations, interruptions, instructions or requirements of or interference by any government or governmental agency or official thereof or from a person responsible for airport security, (iv) inability to procure materials, accessories, equipment or parts from suppliers, mechanical failure or 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, damage, destructions or loss of use of an aircraft, collision with wildlife, 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.

## (A) Applicability

- (1) A refusal to transport a passenger only occurs in situations when the carrier operates a flight on which the passenger had a confirmed reservation but that specific passenger is not permitted to continue their journey on that flight due to any reasons specified in the paragraphs below. Refusal to transport can occur at the start of any journey or while the passenger is en route to their destination.

- (2) Flight delay, flight cancellation and denial of boarding do not constitute a situation of refusal to transport.

## (B) Refusal to transport – removal of passenger

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

**(a) Government requests and regulations and force majeure**

Whenever it is necessary or advisable to:

- (i) comply with any government regulation;
- (ii) comply with any government request for emergency transportation; or,
- (iii) address force majeure.

**(b) 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).

**(c) Proof of identity/age**

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

**(i) Applicable only to travel within Canada:**

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

The carrier is also required to screen each passenger who appears to be 18 years of age or older by comparing the passenger, and in particular the passenger's entire face, against one piece of government-issued photo identification that shows the passenger's name, date of birth and gender; or two pieces (without photo) of government-issued identification at least one of which shows the passenger's name, date of birth and gender.

**(ii) Applicable only to travel from Canada:**

**Note:** The carrier is required to screen each passenger by looking at the

passenger, and in particular the passenger's entire face, to determine if they appear to be 18 years of age or older.

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

**(d) Immigration or other similar considerations**

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

- (i) The travel documents of the passenger are not in order; or,
- (ii) For any reason the passenger's embarkation from, transit through, or entry into any country from, through, or to which the passenger desires transportation would be unlawful or would otherwise not be permitted.

**(e) Failure to comply with carrier's rules and regulations**

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

**(f) Passenger's condition**

- (i) When the passenger's actions or inactions prove to the carrier that their mental, intellectual or physical condition is such as to render them incapable of caring for themselves without assistance or medical treatment en route unless:
  - (A) the passenger is accompanied by a personal attendant who will be responsible for assisting with the passenger's needs en route such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier; and,
  - (B) the passenger complies with requirements of Rule 70(B), Acceptance for carriage.

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



**Note:** If the passenger is accompanied by a personal attendant and the passenger is refused transport, then the personal attendant will also be refused transport and the two will be removed from the aircraft together.

- (ii) When the passenger has a contagious disease.
- (iii) When the passenger has an offensive odour.

#### **Medical clearance**

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

**Note:** Pregnant passengers:

- (A) If you are an expectant mother more than 36 weeks into your pregnancy, the carrier recommends that passengers check with their physician or midwife before travelling.
- (B) The carrier takes no responsibility on validating that the passenger is physically fit for travel.

#### **(g) Failure to provide a suitable escort**

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

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

- (i) Medical authority furnishes assurance, in writing, that an escorted person with a mental health condition can be transported safely.
- (ii) Only 1 escorted passenger(s) will be permitted on a flight.

- (iii) Request for carriage is made at least 48 hours before scheduled departure.
- (iv) Acceptance is applicable to transportation on flights marketed and operated by Pacific Coastal Airlines Limited only.
- (v) The escort must accompany the escorted passenger at all times.
- (vi) 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 the carrier, to take action to ensure the physical comfort or safety of the person, other passengers, and the carrier's employees; the safety of the aircraft; the unhindered performance of the crew members in their duty on-board the aircraft; or, safe and adequate flight operations:

- (a) The person, in the reasonable judgement of a responsible employee of the carrier, is under the influence of alcohol or drugs (except a patient under medical care).
- (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 the carrier, there is a possibility that the person would cause disruption or serious impairment to the physical comfort or safety of other passengers or carrier's employees, interfere with a crew member in the performance of their duties, or otherwise 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 or airport agents, 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 (this includes electronic-cigarettes and vaping).
- (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, the carrier 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, the carrier decides that the passenger has engaged in prohibited conduct described above, the carrier may impose any combination of the following sanctions:

- (a) Removal of the passenger at any point.
- (b) **Probation:** At any time, the carrier may stipulate that the passenger is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the carrier to provide transport to the passenger. Such probationary conditions may be imposed for any length of time which, in the exercise of the carrier's reasonable discretion, is necessary to ensure the passenger continues to avoid prohibited conduct.
- (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 the carrier in light of the circumstances. Permanent refusal to transport is also available for the carrier to exercise. Such refusal will be for a period appropriate to the nature of the prohibited conduct and until the carrier is satisfied that the passenger no longer constitutes a threat to the safety of other passengers, crew or the aircraft or to the comfort of

other passengers or crew; the unhindered performance of the crew members in their duty on-board the aircraft; or safe and adequate flight operations.

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

- (i) The person continues to interfere with the performance of a crew member's or any employee of the carrier's duties despite verbal warnings by the crew to stop such behaviour.
- (ii) The person uses profanity or is verbally aggressive to a crew member, any employee of the carrier, or other passenger(s).
- (iii) The person injures a crew member, any employee of the carrier, or other passenger(s), or subjects a crew member, any employee of the carrier, or other passenger(s) to a credible threat of injury.
- (iv) The person displays conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs.
- (v) The person repeats a prohibited conduct after receiving a notice of probation as mentioned in (b) above.

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

## (D) Recourse of the passenger/limitation of liability

- (1) In case of refusal to transport a passenger on a specific flight or removal of a passenger en route for any reason specified in the foregoing paragraphs, the carrier's liability will be limited to the recovery of the refund value of the unused portion of the passenger's ticket in accordance with Rule 125(B), Involuntary refunds.
- (2) Notwithstanding (1) above, passengers will be entitled to all other additional rights they may have under this tariff or elsewhere or any legal rights that international passengers may have pursuant to international conventions (e.g., the [Warsaw Convention](#) or the [Montreal Convention](#)) and related treaties.
- (3) A person who is refused carriage for a period of time or to whom a probation notice is served may provide to the carrier, in writing, the reasons why they believe they no longer pose a threat to the safety or comfort of passengers or crew, or to the

safety of the aircraft. Such document may be sent to the address provided in the refusal to carry notice or the notice of probation.

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

## Rule 115: Tickets

### (A) General

- (1) A ticket will not be issued and the carrier 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 the carrier 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 the carrier 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 the carrier's database.
- (4) The ticket remains at all times the property of the carrier which issued the ticket.
- (5) The carrier 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 (commonly known as "duplicate bookings").

### (B) Validity for carriage

- (1) **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 in (2) below. The passenger will be accepted for carriage on the date and flight segments for which a seat has been reserved. When flight segments are issued on an "**open ticket**" basis (see (G) below), a seat will be reserved only when the passenger makes a reservation request with the carrier. The carrier's 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.
- (2) **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.

- (3) **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.
- (4) **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

- (1) **Carrier's operations:** If a passenger is prevented from travelling within the period of validity of their ticket because the carrier:

- (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;

the carrier 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.

## (D) Waiver minimum/maximum stay provision

- (1) Carrier does not have minimum/maximum stay provisions.

## (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 the carrier's destinations in the world provided travel is in accordance with (3) below.
- (2) Penalties and additional charges are not waived when a fare is upgraded in accordance with (1) above.
- (3) 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 Pacific Coastal Airlines Limited;
  - (c) Reservations have been booked in the appropriate class of service of the new fare; and
  - (d) The difference in fares and any applicable change fee has been paid.
- (4) After departure, the passenger holding a ticket for return, circle trip or open jaw travel may upgrade the total fare in accordance with the rules of the fare paid.
- (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.
- (6) **Exception:** For travel which has been upgraded to a fare brand 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. Furthermore, the refundability from the original fare will also be applied to the new upgraded fare.

## (F) Flights in sequence

- (1) Flights appearing on the passenger's itinerary/receipt and in the carrier's database must be used in sequence from the place of departure as shown on the passenger's ticket. Each flight coupon will be accepted for transportation in the class of service on the date and flight for which space has been reserved.



## **(H) Transferability/non-transferability**

- (1) Tickets are not transferable. Passengers who wish to change the name listed on a ticket can do so if the fare rules permit the change and any applicable name changes fees are paid in accordance with Rule 31.

## **(I) Lost tickets**

- (1) Pacific Coastal Airlines Limited does not issue paper tickets.

# Part IV – After travel



## Part IV – After travel

### Rule 120: Liability of the carrier for loss, damage to or delay of baggage, passenger delay or death or bodily injury – domestic transportation

Applicable to transportation solely within Canada, but excludes domestic segments carried as part of an international journey.

#### (A) Successive carriers

- (1) 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.**

- (1) The carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage, as provided in the following paragraphs:
  - (a) Except as provided below, the liability of the carrier is limited to 1,519 Special Drawing Rights (approximately \$2,800 CAD) for each passenger in the case of **destruction or loss, or damage to baggage**, whether checked or unchecked.
  - (b) Except as provided below, the liability of the carrier is limited to \$250 CAD for each passenger in the case of **delayed baggage**, which delay is less than 21 days from the originally scheduled arrival of such item, whether checked or unchecked.
  - (c) Unless the passenger proves otherwise:

- (i) all baggage checked by the passenger will be considered to be the property of that passenger,
  - (ii) a particular piece of baggage, checked or unchecked, will not be considered to be the property of more than one person,
  - (iii) 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; and
  - (iv) unchecked and checked baggage will be deemed to have been delivered by the carrier to the passenger without destruction, loss or damage thereof, unless the passenger notifies the carrier.
- (d) In the case of unchecked baggage, the carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents.
- (e) The carrier is liable for the damage sustained in case of destruction or loss of, or damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on-board the aircraft or during any period within which the checked baggage was in the charge of the carrier. However, the carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. Further, the carrier's liability for the destruction, loss or damage of baggage is subject to the same terms, limitations and defences as those that are set forth in the Montreal Convention in the context of International transportation.
- Note:** For clarity, the carrier defines inherent defect, quality or vice of the baggage as: cracks, shattering, splitting, nicks, scratches, missing and damaged pull straps, damaged handles, zipper damage, locks, latches, scuff marks, damage to wheels, soiling, manufacturing defects, damage resulting from over-packing, spillage of packed items or other damage considered to be normal wear and tear. For further information see Rule 55(B), General conditions of acceptance of checked and unchecked baggage.
- Note:** The carrier is not responsible for damaged locks when baggage is required to be opened for a physical security search at the request of a third party security agency responsible for baggage screening at any airport.
- (f) Assistance offered to the passenger by the carrier's employees in loading, unloading or transferring unchecked baggage shall be considered as complimentary service to the passenger. The carrier is not liable for damage

to such unchecked baggage incurred during, or, as a result of this service, unless such damage is caused by the negligence of the carrier's employees.

- (g) The carrier is not liable for damage to the passenger's baggage caused by contents of the passenger's baggage. Any passenger whose property causes damage to another passenger's baggage or to the property of the carrier will compensate the carrier for all losses and expenses it incurs as a result.
- (h) When the carrier has exercised reasonable care and attention to the handling and treatment of perishable items or fragile articles, it shall not be liable for spoilage resulting from the delay in delivery of any perishable items described in Rule 55, Baggage acceptance, nor for the damage to, or damage caused by, fragile articles described in Rule 55, Baggage acceptance, which are unsuitably packed.
- (i) The carrier may refuse to accept any articles that do not constitute baggage as this term is defined in Rule 55, but if these articles are delivered to and accepted by the carrier they will be considered to be within the value of the baggage and the carrier's limit of liability.
- (j) If the carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom they derive their rights, the carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.
- (k) In any event, the carrier shall not have any liability under this tariff for any loss or claim where a passenger has made a misrepresentation regarding proof of amount of loss or the circumstances regarding submission of proof of amount of loss.
- (l) The carrier does not provide any method for declaring or insuring for excess valuations.
- (m) Notwithstanding the normal carrier liability as contained in this rule, the limit of liability will be waived for 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. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid. See (5) below.



- (n) Notwithstanding the normal carrier liability as contained in this rule, the limit of liability will be waived for claims involving the injury or death of service dog. In the event of injury or death of such an animal, compensation is to be based on the cost of the treatment or replacement value of the animal. See (7) below.

### **Refund of baggage fees**

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

### **Method used for refund**

- (3) Refunds per (2) above will be made in conformity with Rule 125 (A), General, and (B), Involuntary refunds and will be paid to the person who paid for the baggage fees, and will be paid using the method used for the original payment.

### **Refund deadline**

- (4) Where a refund is required to be provided under this Rule, it will be provided within 30 days of the baggage being delayed, damaged or lost.

### **Mobility aids – small carrier non-ATPDR**

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

### **Service dogs**

- (6) The person with a disability assumes full responsibility and liability for the behaviour of the service dog, including but not limited to interactions with the carrier's employees or agents, passengers, other animals, and property. The person with a disability shall indemnify the carrier, its agents, and employees from and against any and all resulting claims, actions, suits, expenses, damages, solicitor and

own client costs, disbursements and liabilities of any kind resulting from the behaviour of the service dog.

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

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

- (8) The carrier is not liable for any death or bodily injury of a passenger unless such death or bodily injury is caused by the negligence of the carrier.
- (9) The liability of the carrier in respect of the death of, or injury to, a passenger is limited to the sum of \$200,000 CAD.
- (10) In no cases shall the carrier's liability exceed the actual loss suffered by the passenger.
- (11) All claims are subject to proof of amounts of loss.
- (12) The carrier is not liable:
- (a) In the case of any passenger whose age or mental or physical condition, including pregnancy, presents a risk or hazard, for any damages sustained by that passenger that would not have been sustained but for their 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.

## **(C) Time limitations on claims and actions**

- (1) Any claim or action for damages against the 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.
- (2) No action will be taken against the carrier in the case of loss or delay in the delivery of checked and unchecked baggage unless the passenger complains in writing to the carrier within:
- (a) 21 days from the date on which the baggage has been placed at the passenger's disposal (in the case of delay); or

- (b) 21 days from the date on which the baggage should have been placed at the passenger's disposal (in the case of loss).
- (3) In the case of damage to checked baggage, the passenger must complain to the carrier immediately upon arrival, or within 7 days from receipt of the baggage.
- (4) In the case of goods, no claim may be maintained unless the passenger notifies the carrier within 24 hours of the claim arising, and presents evidence of the contents and declared value of the goods in writing to the carrier within thirty (30) days after the occurrence of such event giving rise to the carrier's passenger liability in respect of such goods.
- (5) For baggage claims, reimbursement for expenses will be based upon acceptable proof of claim.



## Rule 125: Refunds

### (A) General

- (1) The passenger must present to the carrier or its authorized agent the unused flight coupons of a ticket, an itinerary/receipt, a record locator, or a reservation number as satisfactory proof that the passenger has unused portions of a ticket which are eligible for refund or has a receipt demonstrating payment of additional services purchased but not used.
- (2) The carrier will make a refund to the person who purchased the ticket or the additional services.

#### **Refund deadline**

- (3) Where a refund is required to be provided under this Rule pursuant to the APPR, it will be provided within 30 days after the day on which the carrier becomes obligated to provide the refund.
- (4) In all other situations where a refund is provided the carrier will process refunds within 30 days.

#### **Method used for refund**

- (5) Pursuant to the APPR, refunds will be paid to the person who purchased the ticket or the additional service, and will be paid using the method used for the original payment.

### (B) Involuntary refunds

- (1) Involuntary refunds for additional services purchased are not subject to any restrictions and the carrier will refund the entire value of the additional service paid.
- (2) Involuntary refunds are not subject to any restrictions contained in the applicable fare rule.
- (3) If no portion of the ticket has been used, the refund will be the full amount of the fare and charges paid, in case of a:
  - (a) delay or cancellation – outside the carrier's control, within the carrier's control and within the carrier's control but required for safety purposes (as

governed by Rule 90: Delay or cancellation – outside the carrier's control, Rule 91, Delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes); or,

(b) denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes (as governed by Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes).

(4) If a portion of the ticket has been used, the carrier will refund the unused portion of the ticket, prorated based on segment pricing, in the case of a:

(a) delay or cancellation – outside the carrier's control, within the carrier's control and within the carrier's control but required for safety purposes (as governed by Rule 90: Delay or cancellation – outside the carrier's control, Rule 91, Delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes); or,

(b) denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes (as governed by Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes).

(5) The involuntary refund of tickets shall be made in the currency used to issue the ticket. However, Canadian dollar refunds or refunds in another currency, if possible, may be made at the request of the passenger, provided a refund in such currency is not prohibited by local government foreign exchange control regulations.

## (C) Voluntary refunds

- (1) Voluntary refunds for additional services purchased are subject to any restrictions the carrier has stipulated in this tariff and a refund will be made in accordance with those associated restrictions.
- (2) 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.
- (3) Voluntary refunds will be made only by the carrier which originally issued the ticket or its authorized agent.

- (4) If no portion of a ticket has been used, the refund will be full amount of the fare paid less any cancellation fee and/or service charge based on the fare purchased by the passenger.
- (5) If a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used, less any cancellation fee and/or service charge based on the fare purchased by the passenger.
- (6) Voluntary refund of tickets shall be made in the currency used to issue the ticket. However, Canadian dollar refunds or refunds in another currency, if possible, may be made at the request of the passenger, provided a refund in such currency is not prohibited by local government foreign exchange control regulations.
- (7) Non-refundable tickets can be exchanged for a future ticket for up to one year from the original ticket issue date as long as the reservation is cancelled at least two (2) hours prior to departure.
- (8) Some fares may be non-refundable and non-changeable. See Rule 31, Fare brands, QuikPass accounts & special fares, for further details.

## **(D) Time limit for requesting a refund**

- (1) In cases where refunds are permitted, the passenger must make the request prior to the expiration of ticket validity to request a refund for goods and services purchased but not used.

## **(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**

- (1) 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**

- (1) When a voluntary refund of the ticket is requested, the carrier may refuse to refund the passenger's ticket if that ticket is presented for refund after its validity has expired.