



# Domestic Tariff

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

**Points in Canada**

**Effective: August 1, 2024**

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## 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>
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.

"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.

"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.

"bankers' buying rate of exchange or bankers' selling rate of exchange" means:

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

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

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

**"boarding area"** means the point where the passenger's flight coupons are lifted and kept by the carrier or the point where the carrier examines the passenger's boarding pass prior to the passenger being permitted on the aircraft.

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

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

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

**"Carrier"** means: Chrono Aviation

**"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.

**"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).

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

**"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.

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

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



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

**"destination, ultimate"** see **ultimate destination**.

**"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.

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

**"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.

**"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"** means any refund made in the event:

- the passenger is prevented from using all or a portion of their ticket.
- 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

**"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 8th 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.

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

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

**"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.

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

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

**"refusal to transport"** means, despite a passenger holding a valid ticket, 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 animal"** means an animal that is required by a person with a disability for assistance and is certified, in writing, as having been trained by a professional service animal institution to assist a person with a disability and which is properly harnessed in accordance with standards established by a professional service animal institution.

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

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

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

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

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

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

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

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

**"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 or as compensation provided by the carrier pursuant to APPR requirements. The credit may be used as payment towards future travel and it cannot expire.

**"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.

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

- (1) This tariff shall apply to carriage of passengers and their accompanying baggage, and to all services incidental thereto:
  - (a) For carriage on flights operated and marketed (carrying a Chrono Aviation flight number) to a passenger by Chrono Aviation, and
  - (b) For carriage on flights marketed by Chrono Aviation to a passenger but operated by another carrier.
- (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 constitute the contract between the carrier and the passenger. Should there be a conflict between this tariff and any other document issued or posted by the carrier, this tariff will prevail.
- (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 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).
- (2) 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**

- (1) Regarding gratuitous carriage, the carrier retains the authority to exempt any or all sections of this tariff from application.

**(E) Passenger recourse**

- (2) Any compensation offered to passengers is found in this tariff and is subject to applicable government regulations.
- (3) In the case of dispute with Chrono Aviation, 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, Chrono Aviation 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, Chrono Aviation declares that it is a Small Carrier Non-ATPDR operating aircraft with 30 or more passenger seats].

The following rules differentiate between the terms and conditions of carriage for persons with disabilities for large and small carriers:

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

## 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.

#### (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 for travel commencing in Canada.
- (2) All fares and charges are stated in U.S. dollars for travel commencing in the United States.
- (3) All fares and charges, for travel commencing outside Canada or the United States, are stated in the local currency of the country where travel commences, except to the extent that IATA rules provide for the establishment of fares in another currency.

**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.

**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) Cash in currencies acceptable to the carrier
- (2) Credit card
- (3) Bank debit card, where facilities permit
- (4) Certified cheques
- (5) Bank drafts
- (6) MCOs (miscellaneous charges orders)
- (7) Travel credits
- (8) Vouchers
- (9) Travelers cheques
- (10) Redeemable travel points or travel miles.



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**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 at the Canadian dollar fare, or its equivalent in other currencies converted to Canadian dollars at the bankers' buying rate of exchange.

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**Rule 30: Classes of service****(A) Economy class or class "Y"**

- (1) The economy class section will be in the area of the aircraft designated by the carrier as economy class.
- (2) Passengers seated in the economy class section will be provided economy class service.
- (3) Economy class services will consist of:
  - (a) Complimentary snack, cold or hot meal.
  - (b) Complimentary hot and/or cold beverages.

**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)(b)-(d), Reservations – information about services and seating assignments],
- (7) For more specific provisions related to making reservations in an accessible manner for persons with disabilities, see:
  - Rule 69(C)(3), Reservations and online services
- (8) The carrier will not accept a reservation for a child under 8 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 (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 (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 (B)(1)(c) (above), the passengers will be treated in accordance with the provisions of Rule 105, Refusal to transport.

**(C) Passenger's responsibility**

- (1) The passenger must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance and the departure process while meeting the time limits detailed in (E) below. Flights will not be delayed for passengers who have not completed any of these pre-boarding requirements.
- (2) The passenger should provide the carrier with their preferred means of communication from among means offered by the carrier (for example, email address and/or telephone numbers) when the carrier solicits point of contact information from the passenger in case the carrier must communicate with the passenger prior to their departure or at any point during the passenger's itinerary. The carrier has an obligation to communicate information to its passengers as per Rule 97, Communication of information – cancellation, delay, tarmac delay, or denial of boarding.

**(D) Failure to occupy seat**

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

**(E) Check-in time limits**

Travel	Recommended check-in time*	Check-in/baggage drop-off deadline**	Boarding gate deadline***
Within Canada	120 minutes	60 minutes	20 minutes

**\*Recommended check-in time:** To ensure that the passenger has plenty of time to check in, drop off checked baggage and pass through security, the above table sets out how much in advance of the flight's departure time the passenger should check in. e.g. if the passenger's flight from Paris to Toronto leaves at 4:00 pm, the carrier recommends that the passenger check in by 2:00 pm (120 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 Montreal to Miami leaves at 7:00 a.m., the passenger is required to have checked in and checked all baggage with carrier by 6:00 a.m. (60 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 Toronto to Ottawa leaves at 11:00 a.m., the passenger must be at the boarding gate no later than 10:40 a.m. (20 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.

If a passenger fails to meet the boarding gate deadline, their ticket is considered forfeited. This means that the passenger will not be able to utilize the ticket for the intended journey and will need to make alternative arrangements at their own expense.

**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) Complimentary seat selection is available at the time of ticket purchase.

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

- (1) 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 before check-in to the child that is in close proximity to the accompanying person, 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 near 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;

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- (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.

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## Rule 45: Stopovers

### (A) General

- (1) Stopovers will be permitted under the following conditions:
  - (a) Stopovers must be arranged with the carrier in advance and specified on the ticket.
  - (b) Specific fare rules may not permit stopovers or limit the number of stopovers allowed or there may be an additional charge for stopovers based on the fare purchased by the passenger. Refer to the rule applicable to the fare in question for further information.
  - (c) If a portion of a journey is travelled by surface transportation, a stopover will be deemed to have taken place for such transportation.
  - (d) **For travel within Canada:** A deliberate interruption of a journey for more than 4 hours will constitute a stopover.



**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 Chrono Aviation.
- (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 55: Baggage acceptance****(A) Applicability**

- (1) This Rule only applies to flights operated by Chrono Aviation ("the carrier") for single carrier (i.e. online) 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.

**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 will only be accepted for transportation in the passenger cabin of the aircraft if advance notice is given to the carrier and the carrier agrees to carry the object. 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.

**(C) Baggage allowance**

- (1) The passenger is entitled to carry free of charge checked and unchecked baggage as specified and subject to the conditions and limitations set out in the charts below.

**Checked Baggage**

- (2) Passengers are permitted to check one (1) piece of checked baggage free of charge, of which must adhere to the maximum dimensions outlined below.

Category	Maximum Dimensions	Weight Limit
Checked Baggage	158 cm (62 inches)	50 lbs / 23 kg

**Unchecked baggage (carry-on baggage)**

- (3) Passengers are permitted to carry two (2) pieces of cabin baggage free of charge, both of which must collectively adhere to the maximum dimensions outlined below.

Category	Dimensions (cm)	Dimensions (inches)	Weight Limit
Personal Item	16 cm x 33 cm x 43 cm	6" x 13" x 17"	22 lbs / 10 kg
Carry-on Baggage	23 cm x 40 cm x 55 cm	9" x 16" x 22"	22 lbs / 10 kg

- (4) 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],

- (5) If a passenger exceeds the maximum number of bags permitted and/or the maximum weight allowed for each bag or the maximum dimensions permitted for each checked or carry-on bag in the chart in (1) above, the passenger will be subject to the excess baggage charges set out in the chart in (E) below.

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

- (6) 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) The passenger has the right to retrieve their baggage without delay.
- (2) 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.
- (3) If the passenger claiming the checked baggage is unable to produce their portion of the baggage identification tag and identify the baggage by means of its baggage identification tag, the carrier must receive satisfactory proof that the baggage belongs to the passenger in question before delivering the baggage to the passenger.

- (4) Acceptance of the baggage without complaint, 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 free 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.

**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],

**(F) Oversized/Overweight Baggage**

- (1) Passengers are advised to consult Chrono Aviation directly or visit its website for detailed information on items that would be considered oversized or overweight. Some items may only be transported under specific restrictions or require special packaging.
- (2) All checked baggage must adhere to a maximum combined total of length, width, and height measuring up to 62 inches (158 cm). Baggage exceeding this total linear dimension is classified as oversized and will be subject to additional fees.
- (3) Baggage weighing between 51 lbs. and 100 lbs. is considered overweight and will be subject to additional fees.

**(G) Special Items**

- (1) Special items cover a broad spectrum of goods, ranging from camping equipment to batteries, firearms and ammunition, and sporting equipment. They can also include fragile items that require careful handling, perishables that need to be kept fresh, and liquids, aerosols, or gels that may have specific transportation requirements. Additionally, some items are classified as restricted or dangerous goods, which necessitate compliance with strict regulations due to potential safety concerns.
- (2) Passengers are encouraged to reach out to Chrono Aviation directly, browse our website, and or consult the baggage allowance information in this tariff to obtain additional guidance regarding special items.

**(H) Excess value declaration charge**

- (1) The passenger may declare a value in excess of the applicable liability limits for the checked baggage by completing a special declaration of interest and paying any excess value charges to the carrier prior to departure at the point of check-in at the rate of \$10.00 per \$100 CAD of excess valuation to a maximum of \$1000 CAD of excess valuation.

**Note:** The special declaration of interest is set out in Article 22(2) of the Montreal Convention, which provides the carrier an opportunity to establish a mechanism for allowing passengers to declare excess baggage value for checked baggage.

**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/or
- [Rule 71(G), Acceptance of aids],
- [Rule 120, Liability of the carrier for loss, damage to, delay of baggage, passenger delay or death or bodily injury – domestic transportation],

**(I) 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, 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 (pets and search and rescue dogs).

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

- [Rule 70(H), Acceptance of service animals and (I), Acceptance of emotional support animals],

- (e) Firearms and ammunition other than for hunting or sporting purposes.

- (2) Firearms and ammunition for hunting and sporting purposes will be accepted as checked baggage provided the firearms are not loaded, the safety catch is in the "on" position and the firearms are suitably packed. The carriage of ammunition is subject to the ICAO and IATA regulations mentioned in (1)(b) above.
- (3) Weapons such as antique firearms, swords, knives and other similar items may be accepted as checked baggage at the carrier's discretion, provided they are suitably packed.
- (4) Fragile or perishable items, money, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, business documents, samples, passports and other identification documents are unacceptable for transportation as checked baggage and will only be transported as carry-on baggage if retained in the passenger's possession.

**(J) 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 (G) above and when the passenger fails to provide the carrier with prior notice that they wish to carry such an item in their baggage.
- (2) Unless advance arrangements have been made with the carrier, the carrier may carry on later flights baggage which is in excess of the free baggage allowance.
- (3) 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.

**(K) 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 (G) above or any arms or ammunition which have not been presented to the carrier. If the passenger refuses to comply with the request for search, the carrier may refuse to carry the passenger and/or their baggage.

**(L) Fees**

- (1) Excess baggage fees

Service Type	Charge Per Piece
Full Fare Economy Class	\$50 CAD plus applicable taxes and fees

**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.

- (2) Oversized/Overweight Fees

Service Type	Charge Per Piece
Full Fare Economy Class	\$75 CAD plus applicable taxes and fees

**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 and size 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; and,
  - (b) there is space for such stowage at the time the passenger boards the aircraft.

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

- (1) The carrier will permit a passenger to bring on-board the aircraft cabin, and be transported as cabin seat baggage, a musical instrument if:
  - (a) the instrument is contained in a case or covered so as to avoid injury to other passengers;
  - (b) the weight of the instrument, including the case or covering, does not exceed 32 kilograms ( 50 pounds) or the applicable weight restrictions for the aircraft;
  - (c) the instrument can be stowed safely and securely in accordance with the carrier's requirements;
  - (d) neither the instrument nor the case contains any object not otherwise permitted to be carried in an aircraft cabin; and,
  - (e) the passenger wishing to carry the instrument in the aircraft cabin has purchased an additional seat to accommodate the instrument.
- (2) Musical instruments too large for the cabin may be carried as checked baggage. (See (E) below)

**(D) Carrier unable to carry instruments in cabin due to substitution of aircraft**

- (1) If, due to substitution of aircraft, there is insufficient space to safely stow the musical instrument in the cabin, the carrier will offer, at no additional charge:
  - (a) to carry the instrument as cabin seat baggage, if space on-board and the nature of the instrument allows it; or alternatively
  - (b) to accept the instrument as checked baggage

- (2) If neither (1)(a) nor (b) are satisfactory, the carrier will offer the passenger rerouting options, at no additional charge, and if no rerouting options are satisfactory, the carrier will involuntarily refund the passenger pursuant to Rule 125 (A) and (B).

**(E) 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 158 centimetres (62 inches) or the applicable size restrictions established for the aircraft;
  - (b) the weight of the instrument (including the case) does not exceed 32 kilograms (50 pounds) 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 baggage fees.
- (2) A passenger has the option of checking suitable musical instruments if all applicable 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 Web site for more information about which musical instruments are not suitable for carriage.
- (5) The passenger may make a special declaration that their checked musical instrument has a higher value than the carrier's maximum liability. If the passenger does so, then the passenger must make this declaration to the carrier at the time of check-in and, if required by the carrier, shall, as per Rule 55(F), Excess value declaration charge, pay the supplementary charge to allow for additional liability coverage in the case of destruction, loss, damage, or delay of their musical instrument.

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

**(F) Fees**

- (1) Musical instruments will be considered as part of the passenger's baggage allowance.
- (2) Passengers exceeding their baggage allowance must pay additional fees according to Rule 55 (L).



**Part III – At the airport/during travel****Rule 60: Acceptance of children for travel****(A) General**

- (1) Infants and children under 11 years of age, accompanied in the same cabin by a passenger 12 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**

- (3) Infants under two years of age on the date of travel do not require a seat.
- (4) For travel within Canada or between Canada and the U.S.A., infants under two years of age do not require a ticket.
- (5) For travel other than within Canada or between Canada and the United States infants under two years of age require a ticket.
- (6) Only one infant under the age of two years may be held in the lap of an accompanying passenger 12 years of age or older.
- (7) 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).
- (8) 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).
- (9) 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**

- (10) All children, two years of age or older, must be ticketed and assigned a seat.
- (11) 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.
- (12) All children, 12 years of age or older, may accompany other infants and children under 12 years old and will be considered as adults for the purposes of travel and will be charged the applicable adult fare.

**(B) Acceptance of infants and children**
**For travel within Canada**

Age	Accepted	Conditions
Newborn days to 23 months (infant)	Yes	<p>Only one infant is permitted per adult passenger. The infant may travel free of charge when the infant is held on an accompanying adult's lap.</p> <p>An infant for whom a seat is purchased must be properly secured in an approved child restraint device and will be assessed the applicable fare.</p>
2 to 11 years old (child)	Yes	<p>These passengers are considered to be a child for the purpose of air travel and will pay the applicable child's fare if available, when accompanied by a ticketed passenger 12 years of age or older for the entire trip.</p> <p>These passengers must be either supervised by a passenger of 12 years or older or use the carrier's unaccompanied minor services, where applicable for children ages 5 and up who are travelling alone. (See Rule 65, Unaccompanied minors)</p> <p>The use of an approved child restraint device is optional for children age two and up.</p>
12 years and older	Yes	<p>These passengers are considered to be adults for the purpose of air travel and will pay the applicable adult fare.</p> <p>These passengers are eligible to travel unaccompanied and unsupervised. Furthermore, they may accompany infants/children 7 days to 11 years old.</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, passengers under 18 years of age must carry identification such as a passport, an original birth certificate or a non-government ID, e.g. student card.
- (2) For travel between Canada and the United States, passengers under 18 years of age require a valid passport or a Nexus card.

**(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. This service is either mandatory or optional, depending upon the age of the minor.

**(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.
- (3) Minors from age 12 up to a maximum of 17 years of age can also use the UM service at the request of their parent/guardian. Please note, however, that if a guardian requests the UM service for a minor between these ages, all travel restrictions applicable to the UM service will apply.

**(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);

**(D) Fares and charges**

- (1) Unaccompanied minors travelling on the UM service provided by the carrier will be subject to the applicable adult fare.

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

- (1) Arrangements and registration for the UM service must be made at least 2 hours prior to departure with the carrier.
- (2) 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.
- (3) The parent/guardian or other responsible person who will be meeting the unaccompanied minor at the destination airport must have photo identification which will allow the carrier personnel to identify this person as the appropriate person designated to meet the minor.
- (4) The parent/guardian will be required to remain at the airport of departure until the aircraft has departed.

- (5) The parent/guardian must provide 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.
- (6) Unaccompanied minors will not be accepted if the flight on which the minor holds a reservation is expected to terminate short of or bypass the minor's destination.
- (7) Once the minor is under 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 photo identification that they are the person(s) designated to meet the minor.
- (8) Confirmed reservations must be booked for unaccompanied minors. Standby travel is not permitted.
- (9) 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.

**Note:** For provisions related to medical information and/or documents that are required by the carrier, refer to:

- [Rule 69(F)(5), Services – information and/or documents required to be filed with the carrier],  
or
- [Rule 70(F)(2), Services for which advance notice is required], and/or
- [Rule 71(F)(2), Services for which advance notice is required],
- [Rule 105, Refusal to transport].

**(F) Carrier's responsibility**

- (1) The carrier acknowledges its responsibility for unaccompanied minors (UMs) traveling on its services and is committed to ensuring their safety, security, and well-being throughout their journey. This policy outlines the carrier's guidelines and procedures for supervising unaccompanied minors while they are under its care.
- (2) Supervision Guidelines:
  - (a) The carrier shall determine the level and degree of supervision required based on the age, maturity level, and individual needs of the unaccompanied minor.
  - (b) The carrier shall provide age-appropriate supervision, taking into account the specific requirements of younger children versus older adolescents.
  - (c) The carrier shall ensure that unaccompanied minors are escorted to and from designated waiting areas, boarding gates, and connecting flights or transportation terminals by authorized personnel.
  - (d) The carrier shall monitor unaccompanied minors during the journey to ensure their safety, comfort, and adherence to the carrier's rules and regulations.
  - (e) The carrier shall provide assistance and support to unaccompanied minors in case of emergencies, flight delays, cancellations, or other unforeseen circumstances.
- (3) Documentation and Consent:

- (a) The carrier shall require the completion of appropriate documentation, including consent forms signed by the parent or legal guardian of the unaccompanied minor, authorizing the minor to travel alone and specifying the level of supervision provided by the carrier.
- (b) The carrier shall verify the identity of the parent or legal guardian and ensure that all necessary documentation is in order before accepting an unaccompanied minor for travel.

**(G) Fees**

- (1) The service charge for handling unaccompanied minors is applicable for each direction of travel.
- (2) The charge is per family, so if two unaccompanied minors are flying, only one charge is required.
- (3) This charge ensures that unaccompanied minors receive the necessary supervision and support throughout their journey.

Service Type	Charge for UM Services
Full Fare Economy Class	\$100 CAD plus applicable taxes and fees

**Rule 70: Carriage of persons with disabilities****(A) Application**

- (1) This rule applies to the transportation of persons with disabilities by Chrono Aviation, 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 Chrono Aviation, and in respect to all flights marketed by Chrono Aviation.

**(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) If the carrier refuses to transport a person with a disability for reasons related to their disability, it will, at the time of the refusal, inform the person of the reasons for the refusal. In addition, within 10 days of the refusal, the carrier will provide the person with a written notice setting out the reasons for the refusal including:
  - (a) the evidence of undue hardship, such as a medical report, an expert opinion, or an engineering report that demonstrates that the risk is significant enough that it would be unreasonable to waive or modify a requirement;
  - (b) any relevant rule, policy, procedure or regulation; and,
  - (c) the duration of the refusal and the conditions, if any, under which the carrier would accept the person for transport.

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

**(C) Reservations – information about services and seating assignments**

- (1) If a person with a disability identifies the nature of their disability when making a reservation with a carrier, 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 and that have equipment and facilities that best meet the accessibility needs of that person, such as a wheelchair-accessible washroom or a passenger seat that has additional leg room, a larger seat pitch or movable armrests;

- (c) in assigning a passenger seat to a person with a disability, take into account the person's opinion with respect to which seats would best meet the accessibility needs of that person; and
  - (d) where a person is travelling with a support person, ensure that the person and the support person are seated together.
- (2) 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.

**(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.
- (3) 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.

**(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) Upon request, the carrier will:
  - (a) Provide support to passengers with disabilities who do not require an attendant.

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

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

**Every reasonable effort**

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

**Services – 48 hours advance notice**

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

- (d) **Periodically inquire** about the needs of the person who is in a wheelchair, is not independently mobile and is waiting to board an aircraft, and **attend to those needs**;
- (e) Allow the person, upon request, to **board the aircraft in advance** of other passengers, where time permits and where a person with a disability requests assistance in boarding or seating or in stowing carry-on baggage;  
**Note:** The carrier can require a person to board the aircraft in advance of other passengers in order that it has sufficient time to provide assistance even if the person with a disability does not request to do so, or the carrier can require a person to board after the other passengers if the person arrives at the boarding area after the end of priority boarding.
- (f) Assist the person in **stowing and retrieving carry-on baggage and retrieving checked baggage**;
- (g) provide, up to the time of departure of the aircraft, to individual persons with disabilities and their support person a **briefing on emergency procedures and the layout of the cabin**;
- (h) Assist the person in **moving to and from an aircraft lavatory**;
- (i) Assist the person in **proceeding to the general public area** or, in some cases, to a representative of another carrier;
- (j) Transfer the person **between the person's own mobility aid** and a mobility aid provided by the carrier;
- (k) Transfer the person **between a mobility aid and the person's passenger seat**;
- (l) Serve the person **special meals**, where available, and **provide limited assistance with meals**, such as opening packages, identifying items and cutting large food portions;
- (m) **Periodically inquire** with the person during a flight about a person's needs and attend to those needs where the services are usually provided by the carrier or required to be provided under this provision;

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

- (4) The carrier may ask individuals to fill out a Fitness to Travel questionnaire, which may include the provision of a medical certificate. This process enables the carrier to evaluate requests for services and offer assistance to passengers with disabilities who require an attendant.

**(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) 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.
- (3) Where the carrier offers for sale less than 60 seats on its aircraft, it will refuse to transport an electric wheelchair, scooter or manually operated rigid-frame wheelchair where aircraft design does not permit the carriage of the aid, for example, if the weight or size of the mobility aid exceeds the capacity of lifts or



ramps, or the doors to baggage compartments are too small for the mobility aid, or transportation of the mobility aid would jeopardize aircraft airworthiness.

**Note:** Information regarding maximum weight and dimensions of mobility aids that each make, and model of our aircraft is capable of transporting can be found at: [www.chronoaviation.com](http://www.chronoaviation.com)

- (4) Where a carrier refuses to transport a mobility aid for any of the reasons above, the carrier will:
  - (a) inform the person of the reason for refusal at the time of refusal; and,
  - (b) advise the person of alternate transportation arrangements that the person may make to transport the aid, or of alternative trips for the person to travel with the aid.
- (5) Where space permits, the carrier will store a person's manual folding wheelchair in the passenger cabin during the flight.
- (6) 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 walker, a cane, crutches or braces;
  - (b) any device that assists the person to communicate; and
  - (c) any prosthesis or medical device as required.
- (7) The carrier does not accommodate Personal Oxygen Concentrators (POCs).

**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 animals**

- (1) The carrier will accept for transportation, without charge, a service animal required to assist a person with a disability provided that the animal is:
  - (a) properly harnessed; and,
  - (b) certified in writing as having been trained by a professional service animal institution.
- (2) The carrier will permit the service animal to accompany the person with a disability on-board the aircraft and to remain on the floor at the person's passenger seat. For the comfort of all passengers, the carrier staff will determine, in consultation with the person with a disability, where the person and service animal will be seated.
- (3) The carrier will assign a seat to the person which provides sufficient space for the person and the service animal. Where there is insufficient floor space in the seat row of the person's passenger seat, the carrier will permit the service animal to remain on the floor in an area where the person can still exercise control over the animal.
- (4) The person is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through, in respect to the service animal. In particular, the person is responsible for obtaining valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit of any service animal that is to accompany the person.

- (5) The carrier may refuse to transport a service animal if the person with a disability fails to have in their possession documentation at the time of check-in which demonstrates that the animal has all the necessary valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit. For more information see Rule 105, Refusal to Transport.
- (6) When travel involves more than one carrier, it is the responsibility of the person to verify the policy of each carrier involved in the itinerary and ensure that the requirements of each carrier have been met and that each carrier is aware of and has agreed to carry the service animal on its own aircraft.

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

**(I) Acceptance of emotional support animals**

- (1) The carrier accepts emotional support animals (ESAs) onboard flights, limited to dogs and cats, with documentation from a licensed mental health professional dated within 12 months confirming the passenger's need.
- (2) Passengers must notify the carrier at least 48 hours before departure, ensure their animals are well-behaved and healthy, and comply with all regulations. ESAs will be accommodated in the cabin based on space availability, without additional charges.
- (3) The carrier reserves the right to refuse carriage to animals posing safety risks or causing disruptions.

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

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

- [Rules 70(H), Acceptance of service animals and (I), Acceptance of emotional support animals].

**(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.
- (2) 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.
- (3) When travel involves more than one carrier, the passenger should verify the policy of each carrier involved in the itinerary and ensure that the requirements of each carrier have been met and that each carrier is aware of and has agreed to carry the animal on its own aircraft.

**(C) Search and rescue dogs**

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

**(D) Pets**

- (1) The provisions in this section are not applicable to service dogs, other service animals, emotional support animals and search and rescue animals.
- (2) The carrier will permit the transportation of pet animals such as domestic dogs and cats, either as checked or carry-on baggage, when accompanied by a passenger, in accordance 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) Animals as checked baggage:
  - (a) The number of animals carried is limited by aircraft type.

- (b) Due to climatic conditions, animals will not be accepted during certain periods of the year. These black-out periods will be posted on the carrier's web site or may be ascertained by contacting the carrier.
  - (c) The maximum size for the container/kennel (length +width + height) must not exceed 158 cm/ 62 Inches.
  - (d) The maximum allowable weight for both the animal and container/kennel must not exceed 23 kg/ 50 lbs.
  - (e) If the container/kennel exceeds the maximum size and/or maximum weight mentioned in (c) and (d) above, the passenger must make arrangements with the carrier's cargo department.
  - (f) 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 and Rule 121, Liability – International Transportation.
  - (g) Checked-in pets are considered part of the overall checked baggage allowance, subject to the policies and limitations set forth by the carrier. Additional baggage allowances will be subject to the excess baggage fees outlined in Rule 55.
- (5) Pets in the cabin:
- (a) Only 1 animal(s) per passenger may be accepted for carriage in the passenger cabin.
  - (b) The number of animals carried in the passenger cabin is limited to 2 animals per flight.
  - (c) The maximum size permitted for the in-cabin animal container/kennel (length + width + height) must not exceed 55 cm/21 in.
  - (d) In determining the animals to be carried in the passenger cabin to remain under the limit per flight, priority will be given to service dogs, other service animals, and emotional support animals.
  - (e) The maximum allowable weight for both the animal and in-cabin pet container/kennel must not exceed 10 kg/15 lbs.
  - (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.
  - (i) If the container/kennel exceeds the maximum size and/or maximum weight mentioned in (c) and (d) above, passengers will require to tender the animal as checked baggage.
  - (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 or other additional charges related to class of service differences.
  - (k) Carry-on pets are considered part of the overall carry-on baggage allowance, subject to the policies and limitations set forth by the carrier.

**(E) Fees**

(1) The fees for transporting each animal are detailed below.

Service Type	Charge per Animal
Full Fare Economy Class	\$75 CAD plus applicable taxes and fees

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**Rule 80: Administrative formalities – travel documents, customs and security****(A) General**

- (2) 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.
- (3) 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.

**(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.

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

- (1) This Rule is not applicable to transportation provided by means of bus or train for which the ticket was issued in conjunction with air transportation and where travel on those other modes of transportation are part of the contract of carriage issued by the carrier.
- (2) The carrier will offer ground transfer services between Montreal St. Hubert Airport (CYHU) and Montréal-Pierre Elliott Trudeau International Airport (CYUL).
- (3) The carrier assumes no liability for any issues arising before, during, or after ground transfer services have been provided. The individual is solely responsible for this aspect of their travel experience.
- (4) 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.

**(B) Fees**

- (1) Passengers have the option to select ground transportation services for an additional fee at the time of booking.

Service Type	Charge per Direction
Full Fare Economy Class	\$34 CAD plus applicable taxes and fees

**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.
- (3) Where Chrono Aviation, a Small Carrier APPR, carries a passenger on behalf of a Large Carrier APPR under a commercial agreement with that carrier, it has the same obligations as a Large Carrier APPR towards that passenger that it carries.

**(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) 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) For domestic itineraries, irrespective of the treatment that may have been received, a passenger may invoke the provisions of Rule 120(B)(8), Liability – domestic transportation, passenger delay.
- (6) In the case of delay or cancellation at the airport, the carrier will give priority to assistance to any person with a disability and to unaccompanied minors.

**(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;
  - (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:
    - (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.

**Method used for refund**

- (7) Refunds under this section will be made in conformity with Rule 125 (A), General, and (B), Involuntary refunds, will be paid to the person who purchased the ticket or additional service, and will be paid using the method used for the original payment, unless:
- (a) the carrier has informed the person in writing of the monetary value of the original ticket or additional service, and the availability of a refund by the method used for the original payment;
  - (b) the refund is offered in another form that does not expire; and,
  - (c) the person confirms, in writing, that the carrier has informed them of their right to receive the refund by the method used for the original payment and that the person has chosen to receive the refund in another form (e.g. a travel credit).

**Refund deadline**

- (8) 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.
- (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) For domestic itineraries, irrespective of the treatment that may have been received, a passenger may invoke provisions such as those that are set forth in Domestic Liability – Rule 120(B)(8), Liability – domestic transportation, passenger delay.

**(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:
  - (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.

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

- (5) Refunds under this section will be made in conformity with Rule 125 (A), General, and (B), Involuntary refunds and will be paid to the person who purchased the ticket or additional service, and will be paid using the method used for the original payment, unless:
- (a) the carrier has informed the person in writing of the monetary value of the original ticket or additional service, and the availability of a refund by the method used for the original payment;
  - (b) the refund is offered in another form that does not expire; and,
  - (c) the person confirms, in writing, that the carrier has informed them of their right to receive the refund by the method used for the original payment and that the person has chosen to receive the refund in another form (e.g. a travel credit).

#### **Refund deadline**

- (6) 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, taking into account the length of the wait, the time of day and the location of the passenger; 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.

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

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

**Rule 92: Tarmac delay****(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.
- (2) For domestic itineraries, irrespective of the treatment that they may have received, a passenger may invoke provisions such as those that are set out in Rule 120(B)(8), Liability – domestic transportation, passenger delay.

**(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 re-accommodated 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 support person, service animal or emotional support animal, 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.
- (6) For domestic itineraries, irrespective of the treatment that they may have received, a passenger may invoke provisions such as those that are set out in Rule 120(B)(8), Liability – domestic transportation, passenger delay.

**(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;
  - (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:
  - (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.

**Method used for refund**

- (4) Refunds under this section will be made in conformity with Rule 125 (A), General, and (B), Involuntary refunds, will be paid to the person who purchased the ticket or additional service, and will be paid using the method used for the original payment, unless:
  - (a) the carrier has informed the person in writing of the monetary value of the original ticket or additional service, and the availability of a refund by the method used for the original payment;
  - (b) the refund is offered in another form that does not expire; and,
  - (c) the person confirms, in writing, that the carrier has informed them of their right to receive the refund by the method used for the original payment and that the person has chosen to receive the refund in another form (e.g. a travel credit).

**Refund deadline**

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

**Refunds**

- (6) The carrier does not offer refunds for unused portions of tickets if passengers are denied boarding due to circumstances beyond the carrier's control.

**Rule 96: Denial of boarding – within the carrier’s control and within the carrier's control but required for safety****(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.
- (6) For domestic itineraries, irrespective of the treatment that they may have received, a passenger may invoke provisions as those that are set forth in Rule 120(B)(8), Liability – domestic transportation, passenger delay.

**(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;
  - (b) a person with a disability and their support person, service dog or other service animal, or emotional support animal, if any;
  - (c) a passenger who is travelling with family members;
  - (d) a passenger who was previously denied boarding on the same ticket;
  - (e) all other passengers with confirmed and ticketed reservations in the order in which they presented themselves for check-in.

**(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:
  - (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.

**Method used for refund**

- (5) Refunds under this section will be made in conformity with Rule 125 (A), General, and (B), Involuntary refunds and will be paid to the person who purchased the ticket or additional service, and will be paid using the method used for the original payment, unless:
- (a) the carrier has informed the person in writing of the monetary value of the original ticket or additional service, and the availability of a refund by the method used for the original payment;
  - (b) the refund is offered in another form that does not expire; and,
  - (c) the person confirms, in writing, that the carrier has informed them of their right to receive the refund by the method used for the original payment and that the person has chosen to receive the refund in another form (e.g. a travel credit).

**Refund deadline**

- (6) 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, taking into account the length of the wait, the time of day and the location of the passenger; 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.

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

**Rule 97 : Communication of information – cancellation, delay, tarmac delay, or denial of boarding****(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.
- (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.



**Rule 98: Schedule irregularities****(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 to schedule irregularities that may impact operations.

**(B) General**

- (1) Scheduled irregularities may include:
  - (a) Equipment changes which may increase or decrease the capacity of a flight;
  - (b) Change of routing, or the addition or deletion of a stop;
  - (c) Schedule changes where flight times have been changed for either an earlier or later time but do not fall within the APPR timelines; and
  - (d) Ground transportation and transfer issues beyond the carrier's control (see Rule 85).
- (2) In cases where scheduled irregularities may occur, the following rules will apply:
  - (f) Rule 90, Delay or cancellation – outside the carrier's control,
  - (g) Rule 91, Delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes,
  - (h) Rule 92, Tarmac delay,
  - (i) Rule 95, Denial of boarding – outside the carrier's control, or
  - (j) 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:

- (v) the reason for the delay, cancellation, or denial of boarding;
  - (vi) the compensation to which the passenger may be entitled for the inconvenience;
  - (vii) the standard of treatment for passengers, if any; and
  - (viii) the recourse available against the carrier, including their recourse to the Agency.
- (3) The carrier will communicate new information to passengers as soon as feasible regarding any scheduled irregularities.
  - (4) The information of paragraph (3) above will be provided by means of audible announcements. Visible announcements will be provided upon request.

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- (5) The information of paragraph (3) 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.

**Rule 105: Refusal to transport****Definitions**

- (1) For the purposes of Rule 105:

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

**(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) 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.

**(e) 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 support person 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 69(B), Acceptance for carriage; Rule 70(B), Acceptance for carriage; or Rule 71(B), Acceptance for carriage.

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

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

- (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) An expectant mother with a complication-free pregnancy can travel on the carrier's flights up to the 36th week of pregnancy or up to four weeks before the expected due date without a medical certificate.
- (B) An expectant mother who is in or beyond the 36th week of pregnancy must present a medical certificate, dated within 72 hours of the scheduled time of departure. The certificate must state that the physician has examined the patient and found them to be physically fit for travel by air and the certificate must state the estimated date of birth.

**(f) 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, unless the carrier's medical staff determines that more is possible.
- (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 Chrono Aviation 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, including instructions to stop any prohibited conduct.
- (e) The person is unable or unwilling to sit in their assigned seat with the seat belt fastened.
- (f) The person smokes or attempts to smoke in the aircraft.
- (g) The person uses or continues to use a cellular phone, a laptop computer or another electronic device on-board the aircraft after being advised to stop such use by a member of the crew.
- (h) The person is barefoot.
- (i) The person is inappropriately dressed.
- (j) The person has a prohibited article or concealed or unconcealed weapon(s). However, 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. 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 duties despite verbal warnings by the crew to stop such behaviour.
  - (ii) The person injures a crew member or other passenger or subjects a crew member or other passenger to a credible threat of injury.
  - (iii) The person displays conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs.
  - (iv) 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 will refund the unused portion of the ticket as outlined in Rule 125.
- (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.

**(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 1 year.

- (2) **Medical reason:** If the passenger is unable to commence travel due to medical reasons, the carrier will extend the period of validity beyond the original validity expiry date for a maximum of 6 months. A ticket can only be extended once and the extension must be requested within 30 days prior to the expiry date of the original ticket validity. The medical reason must be certified in writing by a physician specifying that the passenger is prevented from commencing their journey before their original ticket expires.

**(D) Waiver minimum/maximum stay provision**

**(1) In the event of death of a family member not accompanying the passenger**

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

**(2) In the event of a passenger's death – provisions for accompanying passengers**

**(a) Extension of ticket validity (beyond 1 year) for normal fares and waiver of the maximum stay requirements of special fares**

The carrier will extend the ticket validity for passengers who are either members of the immediate family of the deceased passenger or are other persons actually accompanying the deceased passenger for up to 60 days beyond the original ticket validity expiry date or 60 days after the date of death of the passenger, whichever date occurs first.

A death certificate or a copy, duly executed by the competent authorities in the country in which the death occurred must be presented at the time of re-ticketing. A competent authority is a person designated to issue a death certificate by the applicable laws of the country concerned.

If the death certificate is not available at the time the passengers are to travel, or, if the carrier has reason to doubt the validity of such certificate, passengers will be accommodated only upon payment of the fare applicable for the transportation used, and a request for refund may be filed with the carrier. Upon receipt of the request for refund and all supporting documents, the carrier will determine the validity of the request and, if valid, will refund the difference between the total fare paid by the passengers and the amount the passengers would have paid under the provision of this Rule.

**(b) Waiver of minimum stay requirements – special fares**

In the event of the death of a passenger en route, the minimum stay and group travel requirements with regard to special fares will be waived for passengers who are either members of the immediate family of the deceased passenger or are other persons actually accompanying the deceased person.

Passengers who have had their minimum stay requirement waived will only be accommodated in the class of service originally ticketed.

A death certificate or a copy, duly executed by the competent authorities, in the country in which the death occurred must be presented at the time of re-ticketing. A competent authority is a person designated to issue a death certificate by the applicable laws of the country concerned.

If the death certificate is not available at the time the passengers are to travel, or, if the carrier has reason to doubt the validity of such certificate, passengers will be accommodated only upon payment of the fare applicable to the transportation used, and a request for refund may be filed with the carrier. Upon receipt of the request for refund and all supporting documents, the carrier will determine the validity of the request and, if valid, will refund the difference between the total fare paid by the passengers and the amount the passengers would have paid under the provision of this Rule.

**(3) Medical reasons and illness**

**(a) Ticket extension:**

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

In the case of Special fare tickets, the carrier will extend the validity of the tickets until the date of the first available flight after the passenger becomes fit to travel according to the medical certificate, but not more than 7 days beyond the date when the passenger becomes fit to travel.

**(b) Waiver of the minimum stay requirement for special fares:**

In case of illness, the required minimum stay remains unchanged with no reduction or waiver.

**(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.

**(G) Open tickets**

- (1) If a ticket or a flight coupon is issued without a specific seat on a flight being reserved in the carrier's reservation system, i.e. left open, space may be later reserved subject to the tariff conditions of the purchased fare and provided space is available on the flight requested.

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

- (1) Tickets cannot be transferred.
- (2) The carrier is not liable to the ticket owner for honouring or refunding the ticket when presented by another individual.

**(I) Lost tickets**

- (1) If an individual loses their ticket, prompt notification to the carrier's customer service team is essential.
- (2) Upon notification, passengers will undergo a verification process where they provide relevant details for confirmation. Once verified, the carrier will proceed with reissuing the ticket.
- (3) These individuals will need to present valid identification for confirmation.
- (4) Individuals bear the ultimate responsibility for safeguarding their travel documents.

**(J) Ticket Change Fees**

- (1) Passengers are permitted to change their flight up to two hours prior to departure.
- (2) A one-time fee of \$100 plus applicable taxes will be charged for changing the departure date, unless passengers have booked a Flex Fare.
- (3) Change fees apply to name changes unless passengers have booked the Flex Fare.

**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 1,288 Special Drawing Rights (SDR) (approximately \$2,350CAD) for each passenger in the case of destruction, loss or damage to baggage, whether checked or unchecked.
  - (b) Except as provided below, the liability of the carrier is limited to [Insert liability limit] for each passenger in the case of delayed baggage, whether checked or unchecked.
  - (c) Unless the passenger proves otherwise, unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.
  - (d) The passenger may make a special declaration that their baggage has a higher value than the carrier's maximum liability. If the passenger does so, then the passenger must make this declaration to the carrier at the time of check-in and, if required by the carrier, shall as per Rule 55(F), Excess value declaration charge, pay the supplementary charge to allow for additional liability coverage in the case of destruction, loss, damage or delay of their checked baggage.  
**Exception:** The carrier is not liable for the declared amount if it can prove that it is greater than the passenger's actual interest in delivery at destination.
  - (e) 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.
  - (f) 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. For delayed baggage, the carrier deems that its liability 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.
  - (g) 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 (3) and (4) below.
  - (h) 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 dogs, other service animals and emotional support animals. 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 (5) below.
  - (i) In the case of destruction or loss of, damage to, or delay of baggage, the carrier reserves all defences and limitations available in the context of international transportation under the Montreal Convention, including, but not limited to, the defence of Article 19 of the Montreal Convention, and the exoneration defence of Article 20 of the Montreal Convention. The limits of liability shall not apply in cases described in Article 22(5) of the Montreal Convention.

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

**Refund deadline**

- (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**

- (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, other service animals and emotional support animals**

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

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

- (7) The carrier shall be liable for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:
- (a) The carrier shall not be able to exclude or limit its liability for damages not exceeding 128,821 SDR for each passenger.
  - (b) The carrier shall not be liable for damages to the extent that they exceed 128,821 SDR for each passenger if the carrier proves that:
    - (i) Such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents; or

- (ii) Such damage was solely due to the negligence or other wrongful act or omission of a third party.
  - (c) The carrier reserves all other defences and limitations available to it recognized by a Court with proper jurisdiction over a claim.
  - (d) With respect to third parties, the carrier reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity.
- The carrier agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the passenger.
- (8) In cases of bodily injury or death, the carrier shall make an advance payment where the carrier determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a passenger as provided in the following paragraphs:
  - (a) Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the carrier shall, without delay, make the advance payment to the passenger in an amount or amounts determined by the carrier in its sole discretion. In the event of death of a passenger, the amount of the advance payment shall not be less than 16,000 SDR, which shall be paid to a representative of the passenger's next of kin eligible to receive such advance payment as determined by the carrier in its sole discretion.
  - (b) The carrier shall make the advance payment as an advance against the carrier's liability under this tariff. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the passenger.
  - (c) The carrier, in making an advance payment to any claim, does not waive any rights, defences, or limitations available to it, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.
  - (d) The carrier, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be a voluntary contribution or contractual payment on the part of the carrier.
- (9) The carrier may recover an advance payment from any person where it is proven that the carrier is not liable for any damage sustained by the passenger, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.
- (10) In no cases shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.

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

- (1) Subject to applicable laws, an action for damages must be brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
- (2) A complaint to the carrier must be made in writing to the carrier within seven days from the date of receipt in the case of damage to baggage, and within 21 days from the date on which the baggage has been placed at the passenger's disposal, in the case of delay.

- (3) Claims may be subject to proof of amount of loss; passengers may be asked to substantiate their claims.

**(D) Notices**

- (1) The carrier will provide each passenger on a domestic itinerary with the following written notice:

**Advice to domestic passengers on carrier liability**

With respect to damages related to baggage, on domestic flights, the APPR apply the same rules and liability limits as those of the Montreal Convention which may limit the liability of the carrier in respect of destruction or loss of, or damage to baggage. For delayed baggage, the carrier sets out limits of liability and related terms and conditions which are consistent with the Montreal Convention in its domestic tariff.

**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 the passenger is entitled to a refund for the difference in cost for a lower class of service, 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.
- (3) If, at the time of the purchase of the ticket or the additional services, the purchaser designates another person to whom the refund shall be made, then the refund will be made to the person so designated. To do so, the purchaser must contact the carrier directly.

**Refund deadline**

- (4) 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.
- (5) In all other situations where a refund is provided under the Rule, a refund will be issued within 10 days.

**Method used for refund**

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

**Note to Carrier:** The above provision is specific to the APPR. However, carriers may wish to use provision (6) more generally for other situations where refunds must be provided.

**(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); or
- (4) If a portion of the ticket has been used, the carrier will refund the unused portion of the ticket, prorated based on mileage in the case of a:
  - (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); or
- (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 ticket issue date as long as the reservation is cancelled on or before the first travel date on the ticket.

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

- (1) The passenger has 30 days after 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.