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## PASSENGER TARIFFS – GENERAL RULES

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## GENERAL RULES

### **RULE 1 – APPLICATION OF TARIFF**

- a) Rules in this tariff govern the application of all intra Canada fares and charges published in tariffs which specifically refer to and are made subject to this tariff with such exceptions as may be expressly stated in such tariffs. These rules constitute the conditions upon which each carrier transports or agrees to transport and are expressly agreed to by the passenger to the same extent as if such rules were included as conditions in the contract of carriage.
- b) Changes in Rules, Fares and Charges Transportation is subject to the rules, fares and charges in effect on the date on which such transportation commences at the point of origin designated on the ticket. If, after a ticket has been issued and before any portion thereof has been used, an increase or decrease in the fares or charges applicable to the transportation covered by the ticket becomes effective, the full amount of such increase or decrease will be collected from, or refunded to, the passenger, as the case may be.

**NOTE:** When fares are reduced, or lower fares are introduced, 7F reserves the right to decline to issue refunds.

**EXCEPTION:** No increase will be collected in cases where the ticket has been issued prior to the selling date of a tariff containing an increase in the applicable fare, effected through a change in the fare level, a change in conditions governing the fare, or a cancellation of the fare itself, provided:

- a) The originating flight coupon of the ticket was issued for a specific flight at a fare contained in a tariff lawfully in effect on the date of ticket issuance (determined by the validation stamped or imprinted on the ticket).  
**NOTE:** "Write your own" type tickets which are billed to the customer only after use are considered to be issued on the date of departure from point origin.
- b) The originating flight shown on the ticket is not voluntarily changed at the passenger (s) request subsequent to the selling date of a tariff containing an increase in the applicable fare.  
**NOTE:** The provisions of subparagraphs (1) and (2) above will not apply to tickets issued at published standby fares.
- c) This provision shall apply only to the passenger to whom the ticket was originally issued.  
**NOTE:** Unless otherwise provided for, the purchase of a prepaid ticket advice will constitute issuance of a ticket for the purpose this rule, provided that the PTA specifies the passenger's originating flight and date and the originating flight shown on the PTA is not voluntarily changed at the passenger's request subsequent to the selling date of any increase in the applicable fare.
- d) For the purpose of this rule, the selling date of any proposed fare increase for travel wholly within Canada shall not be earlier than the publish date nor later than the effective date of the tariff containing the increase.
- c) Reference to tariffs, pages, rules, items and notes are continuous and include revisions, supplements thereto and reissues thereof.
- d) Carrier will be responsible for the furnishing of transportation only over its own lines. When any carrier undertakes to issue a ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier (whether or not such transportation is part of a through service), such carrier will act only as agent for such other carrier and will assume no responsibility for the acts of omissions of such other carrier.
- e) No agent, servant or representative of carrier has authority to alter, modify or waive any provisions of the contract of carriage or of this tariff.
- f) Fares apply for travel only between the points for which they are published. Tickets may not be issued at fare(s) published to and/or from a more distant point(s) than the points being traveled, even when issuance of such tickets would produce a lower fare.

## PASSENGER TARIFFS – GENERAL RULES

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- g) Should any provision in this tariff or in the ticket be determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, all other provisions shall nevertheless remain valid, binding and effective.

### **RULE 5 – DEFINITIONS**

As used in this tariff or in tariffs making reference hereto, unless otherwise defined:

Animals, in addition to the usual connotation, include reptiles, birds, poultry and fish.

Airline designator code an identification code comprised of two characters which is used for commercial land traffic purposes such as reservations, schedules, timetables, ticketing, tariffs and airport display systems. Airline designators are assigned by IATA. When this code appears on a ticket, it reflects the carrier that is marketing the flight, which might be different from the carrier operating the flight.

Applicable adult fare means the fare which would be applicable to an adult for the transportation to be used except those special fares which would be applicable due to the adults' status (such as clergy fares, senior citizen fares, etc.).

Applicable full fare means the full adult fare for the class of service designated in the carrier's official general schedule for the aircraft, or compartment of the aircraft used by the passenger.

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

- The maximum weight and dimensions of passenger bags, if applicable, both checked and unchecked;
- The number of checked and unchecked passenger bags that can be transported and the applicable charges;
- Excess and oversized baggage charges;
- Charges related to check-in, collection and delivery of checked baggage;
- Acceptance and charges related to special items, e.g. surfboards, pets, bicycles, etc;
- Baggage provisions related to prohibited or unacceptable items, including embargoes;
- Terms or conditions that would alter or impact the baggage allowances and charges applicable to passengers (e.g. frequent flyer status, early check-in, pre-purchasing baggage allowances with a particular credit card);
- Other rules governing treatment of baggage at stopover points, including passengers subject to special baggage allowances or charges, etc.
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Business coach class means the service on flights listed in carrier's official general schedule as business coach.

Carrier means Bradley Air Services Ltd. c.o.b. First Air or any of the shared designator carriers included in Rule 500 herein.

Child means a person who has reached his/her second birthday but not his/her 12<sup>th</sup> birthday as of date of commencement of travel.

Circle trip means any trip, the ultimate destination of which is the point of origin, but which includes a stop at least one other point, and which is not made via the same routing in both directions.

Examples of circle trips:

- Example 1: point 1 to point 2 on airline A  
point 2 to point 1 on airline B
- Example 2: point 1 to point 2 to point 3 on airline A
- Example 3: point 1 to point 2 on airline A (first class)  
point 2 to point 1 on airline A or any other airline (coach)

C.I.P. means "carrier identification plate"; 7F C.I.P. is 245

## PASSENGER TARIFFS – GENERAL RULES

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Coach means the service on flights listed in carrier's official general schedules as air coach, air tourist, coach, day coach, deluxe coach, sky tourist or tourist.

C.O.B. means "carrying on business under firm name and style of".

Code-share refers to a marketing arrangement 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).

Continental United States means the District of Columbia and all states of the United States other than Alaska and Hawaii.

Destination means the last outward point of stopover on a one way journey or the point of origin on a round or circle trip journey. For the purpose of this definition, the terminal points of an open jaw journey shall be considered to be the same point.

Down line carrier is any carrier, other than the selecting carrier, who is identified as providing interline transportation to the passenger by virtue of the passenger's ticket.

Economy means the service listed in carrier's official general schedule as economy flights.

Flight coupon means portion of the passenger ticket that indicates particular places between which the coupon is good for carriage.

Full adult fare means the one-way fares designated by fare class and code as shown in the table below whether specifically published or derived by construction. If applicable to joint transportation, "full adult fare" means a one-way economy (Y).

Governing rules tariff, means tariff no. CDGR-1.

He, him and his, as used herein, shall be deemed to mean either male or female passengers, as the case may be.

Immediate family means spouse, parents (including grandparents), children (including adopted and grand-children), brothers, sisters, daughters/sons-in-law, mothers/fathers-in-laws, sisters/brothers-in-law, aunts and uncles.

Infant means a person who has not reached his/her second birthday as of the date of commencement of travel.

Interchange flight means a flight operated over the routes of two or more carriers without change of equipment.

Interline agreement is an agreement between two or more carriers to co-ordinate the transportation of passengers and their baggage from the flight of one air carrier to the flight of another air carrier

Interline itinerary all flights reflected on a single ticket involving multiple air carriers. Only travel on a single ticket is subject to the agency's approach provided the origin or the ultimate ticketed destination is a point in Canada.

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

International transportation means any transportation or other services, furnished by any carrier, which are included within the scope of the term "international transportation" as used in the convention for the unification of certain rules relating to international transportation by air signed at Warsaw, October 12, 1929, or such convention as amended, whichever may be applicable to the transportation hereunder to which the said convention applies. For the purpose of determining the applicability of the term "international transportation":

## PASSENGER TARIFFS – GENERAL RULES

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Agreed stopping place: All stops between the original place of departure and the place of final destination scheduled by any carrier by air which participates in the transportation between such places, as shown in the schedules or time tables of such carriers shall constitute "agreed stopping places"; but each participating carrier reserves the right to alter the "agreed stopping places" in the case of necessity without thereby depriving the transportation of its international character; and

Single operation: Transportation to be performed by several successive carriers by air, arrangements for which are made in advance, is regarded as "a single operation" and shall be deemed to be "one undivided transportation" whether one or more tickets or other documents are issued to cover such transportation, and whether or not all such tickets or documents are issued prior to the commencement of such transportation; but this provision shall not be deemed to contain an exclusive definition of transportation which is regarded by the parties as "a single operation".

Jet aircraft means the following aircraft (and all series thereof): B-737

Jet custom class means the service provided on all flights operated with jet aircraft as indicated in carrier's official general schedule.

Marketing carrier the carrier that sells flights under its code

Maximum outside linear dimensions means the sum of the greatest outside length plus the greatest outside width plus the greatest outside height.

Military agencies means departments of the Canadian Armed Forces.

Military passenger means military personnel of the Canadian military agencies who are on active duty status or who have been discharged from active military service within seven days of the date of travel.

Miscellaneous charges order means a document issued by a carrier or its agents requesting issue of an appropriate passenger ticket and baggage check or provision of services to the person named in such document.

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

Normal fare means an economy class full fare.

Open jaw trip means any trip which is essentially of a round trip or circle trip nature but the outward point of departure and the inward point of arrival or the outward point of arrival and inward point of departure of which are not the same.

Example of open-jaw trip: point 1 to point 2 to point 3

Operating carrier The carrier that operates the actual flight

Origin means The first point of embarkation on a one way, round or circle trip journey. For the purpose of this definition, the terminal points of an open jaw journey shall be considered to the same point.

Outward destination/point of turnaround means the stopover point on an itinerary/usually that which is farthest from the point of origin, from which a passenger commences his return journey to the point of origin. Prepaid ticket advice means the notification between offices of a carrier or between carriers that a person in one location has purchased and requested issuance of prepaid transportation as described in the authority to another person in another location.

## PASSENGER TARIFFS – GENERAL RULES

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

Prepaid ticket advice means the notification between offices of a carrier or between carriers that a person in one location has purchased and requested issuance of prepaid transportation as described in the authority to another person in another location.

Propeller aircraft means the following aircraft (and all series thereof): ATR-42, de Havilland DHC-6.

Propeller standard class means the service provided on all flights operated with propeller aircraft as indicated in carrier's official general schedule.

Reroute means to issue a new ticket covering transportation to the same destination as, but via a different routing from, that designated on the tickets, or portion thereof; or to change the ultimate destination from that designated on the ticket; or to honour the ticket, or portion thereof, for transportation to the same destination, but via a different routing from, that designated thereon.

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

Examples of round trips:

Examples of local round trip:

- point 1 to point 2 on airline A
- point 2 to point 1 on airline A

Examples of joint round trip:

- point 1 to point 2 on airline A
- point 2 to point 3 on airline B
- point 3 to point 2 on airline B
- point 2 to point 1 on airline A

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

Service charge means a nominal fee /charge to cover costs involved in handling passenger's request.

Selected carrier the carrier whose baggage rules apply to the entire interline itinerary

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

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

Special drawing right means a special unit of currency, the currency values of which fluctuate and are recalculated each banking day. These values are known to most commercial banks and are reported in some newspapers and in the IMF survey, published weekly by the international monetary fund, Washington, D.C. 20431.

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

Summary at the end of an online purchase is a page on a carrier's web site which summarizes the details of a ticket purchase transaction just after the passenger has agreed to purchase the ticket from the carrier and has provided a form of payment.

Ticket means a passenger ticket issued by the carrier on paper ticket stock or in an electronic ticket record.



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

United States or United States of America means the 50 federated states and the District of Columbia.

United States Department of Defense means the U.S. Departments of the Army, Navy, and Air Force and the U.S. Marine Corps.

Western hemisphere means the United States of America, Canada, Greenland, Mexico, Central and South America, Bermuda, Bahamas and the islands of the Caribbean Sea.

### **RULE 10 – PASSPORTS AND VISAS – RESPONSIBILITY OF PASSENGER**

- a) Each passenger desiring transportation across any international boundary shall be responsible for obtaining all necessary travel documents and for complying with the laws of each country from, through or to which he desires transportation, and unless applicable laws provide otherwise, shall indemnify each carrier for any loss, damage, or expense suffered or incurred by such carrier by reason of such passenger's failure to do so. No carrier shall be liable for any aid or information given by any agent or employee of such carrier to any passenger in connection with obtaining such documents or complying with such laws, whether given orally or in writing or otherwise; or for the consequences to any passenger resulting from his failure to obtain such documents or to comply with such laws.
- b) Subject to applicable laws and regulations, the passenger shall pay the applicable fare whenever the carrier, on government order, is required to return a passenger to his point of origin or elsewhere due to the passenger's inadmissibility into or deportation from a country, whether of transit or of destination. The fare applicable will be the fare that would have been applicable had the original ticket designated the revised destination on the new ticket. Any difference between the fare so applicable and the fare paid by the passenger will be collected from or refunded to the passenger as the case may be. Carrier will apply to the payment of such fares any funds paid by the passenger to the carrier for unused carriage, or any funds of the passenger in possession of the carrier. The fare collected for carriage to the point of refusal or deportation will not be refunded by the carrier unless the law of such country requires that such fare be refunded.

### **RULE 11 – ACCEPTED METHODS OF PAYMENT**

Credit card payment is accepted on First Air's website and by phone. When you pay on the website, your payment information is encrypted and sent over a secure connection. You can pay with the following credit cards: American Express, MasterCard, Visa and Visa Debit. Please note that credit card and bank fees may be charged in some countries in connection with purchases made on our website. Additional bank fees charged by the customer's credit card provider or bank in connection with a purchase will be the customer's sole responsibility.

First Air charges the exact amount of the price shown at the moment of purchase without applying any transaction or service fees. However, your card issuer may apply additional fees. By finalizing your purchase, you confirm that you have been advised of the amount of any additional fees charged by your credit card provider and that First Air will not be held responsible for any such fees.

To avoid fraudulent purchases, First Air reserves the right to request additional information from the passenger/s and/or the cardholder at any time after a purchase has been made, including at check-in, so that it may verify the information provided at time of purchase. First Air also reserves the right to require another form of payment should the customer not be able to provide such additional information. Furthermore, First Air reserves the right to cancel the booking in any case of suspected fraud, theft or dishonesty on the part of the customer.



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By booking through the website, you acknowledge and consent to First Air drawing payment from your credit or debit card without your signature.

### **RULE 20 – CAPACITY LIMITATIONS**

Carrier shall limit the number of passengers carried on any one flight at fares governed by rules or fares making reference hereto and such fares will not necessarily be available on all flights. The number of seats which the carrier shall make available on a given flight will be determined by carrier's best judgment as to the anticipated total passenger load on each flight.

### **RULE 25 – PERSONAL DATA**

The passenger recognizes that personal data has been given to carrier for the purposes of making a reservation for carriage, obtaining ancillary services, facilitating immigration and entry requirements, and making available such data to government agencies. For these purposes the passenger authorizes carrier to retain such data and to transmit it to its own offices, other carriers or the providers of such services, in whatever country they may be located.

### **RULE 33 – 7F TRANSPORT OF PASSENGERS WITH DISABILITIES**

Except as provided in rule 34 (passengers on stretchers), rule 195 (incubators), and rule 2000 (normal fares).

- a) Definitions - fare paying passengers shall be considered disabled when their physical, medical or intellectual condition requires individual attention on enplaning, deplaning, during flight, in an emergency evacuation or during ground handling which is normally not extended to other passengers.
  - 1. Ambulatory - a person who is able to move about within an aircraft unassisted.
  - 2. Non-ambulatory - a person who is not able to move about within the aircraft unassisted.
  - 3. Self-reliant - a person who is independent, self-sufficient and capable of taking care of all his/her physical needs during flight, during an emergency evacuation or decompression. He/she requires no special or unusual attention beyond that afforded to the general public, except that he/she may require assistance in boarding or deplaning.
  - 4. Non-self-reliant - a person who is not self-reliant as defined above.
  - 5. Determination of self-reliance - First Air will accept the determination of a person with a disability as to self-reliance.
  - 6. Attendant means a person who travels with a person with a disability to provide a service related to a disability that is not usually provided by First Air staff.
  - 7. Wheelchair-bound athlete - a non-ambulatory person with upper body and arm development such as to make him/her physically capable of egressing an aircraft in an emergency with minimal assistance, and who is a member of a bona-fide sports organization.
  - 8. Service animal means an animal required by a person with a disability for assistance and certified, in writing, as having been trained to assist a person with a disability by a professional service animal institution.
- b) Acceptance of persons with disabilities
  - 1. First Air will accept for carriage any passenger who's intellectual or physical condition is such as to render him/her incapable of caring for him/herself without assistance, provided:
    - i. He/she is accompanied by an attendant who will be responsible for the passenger en route, and;
    - ii. With the care of such attendant, he/she will not require attention or assistance beyond that usually provided by First Air employees.
  - 2. Persons with disabilities will be accepted for transportation as outlined in the following.

DISABILITY	ATTENDANT REQUIRED
BLIND	NO
DEAF	NO
BLIND AND DEAF	YES

## PASSENGER TARIFFS – GENERAL RULES

PERSON WITH AN INTELLECTUAL/DISABILITY/SELF-RELIANT	NO
PERSON WITH AN INTELLECTUAL DISABILITY/NON-SELF-RELIANT	YES
AMBULATORY/SELF-RELIANT	NO
AMBULATORY/NON-SELF-RELIANT	YES
NON –AMBULATORY/SELF-RELIANT	NO
NON-AMBULATORY/NON-SELF-RELIANT	YES

**NOTE:** The number of persons with disabilities and the number of attendants required is at the carrier's discretion.

### 3. Medical clearance

- iii. First Air will not automatically require a medical certificate from persons with disabilities as a condition of travel. Rather, First Air may, in good faith and using its reasonable discretion, determine that a person with a disability requires medical clearance where their safety or well-being, or that of other passengers, cannot be guaranteed. Where First Air refuses to transport a passenger for such reasons, a written explanation must be provided at the time of refusal.
- iv. Seating accommodations and restrictions
  - 1. Persons with disabilities will not be permitted to occupy seats in designated emergency exit rows, over-wing emergency exit rows or where the ventral stair may have to be used as an emergency exit.
  - 2. Complimentary extra seat(s)
    - a. First Air will offer one or more extra seats on flights operated by First Air, when persons
      - i. are disabled and required, pursuant to this rule, to be accompanied by an attendant;
      - ii. are disabled by obesity and as a result thereof cannot fit in one seat; and
      - iii. are disabled and by reason thereof are otherwise unable to fit in one seat.
    - Note:** advance seat selection is not permitted, seats will be assigned manually.
    - b. When extra seat(s) are needed pursuant to subparagraph (a)(ii) above and if no other medical impairment exists, medical clearance, once obtained, is valid for a period of 2 years, and can be renewed if no other medical impairments exist. Passenger is required to inform First Air of any significant change in the information provided in the context of the medical clearance process. First Air reserves the right to review medical clearance before the expiry of the 2 year validity period at its discretion
- v. Reservations
 

Reservations should be made at least 48 hours in advance of travel, advising First Air as to the nature of the disability and assistance required so that carrier arrangements can be made First Air will make every effort to accommodate passengers who fail to make reservations 48 hours in advance.
- vi. Fare for persons with disabilities/accompanying attendants
  - 1. An attendant accompanying a passenger with a disability will not be charged any fare (when accompanying a fare paying passenger), but will be charged applicable taxes, fees and charges.
  - 2. Passengers with disabilities may travel via any fare type offered, subject to the governing rule for the fare type being used.

## PASSENGER TARIFFS – GENERAL RULES

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- vii. Acceptance of mobility aids
  - 1. In addition to the regular free baggage allowance provided in Rule 220, First Air will accept the following items which must be stowed in the baggage compartment and carried as priority baggage.
    - a. Manually and powered wheelchairs, scooters and walkers.
    - b. Wheelchairs with non-spillable batteries must be disconnected and taped.
    - c. Crutches and canes may be retained in the passenger's custody provided they are stowed in accordance with First Air's safety regulations.
    - d. Wheelchairs with spillable batteries are accepted at no charge to the passenger as follows:
      - i. If the wheelchair or scooter can be carried in an upright position, then the battery need not be removed. The cables must be disconnected from the battery and taped together with the battery terminals capped or taped to prevent a short circuit.
      - ii. If the wheelchair or scooter cannot be carried in a completely upright position, or if there is an online connection and the upright carriage cannot be guaranteed the battery must be removed and the use of the battery kit is mandatory.
  - 2. Where a mobility aid cannot be carried in the passenger compartment, First Air will provide assistance in disassembling and packaging the aid, unpacking and reassembling the aid, and returning the aid promptly on arrival at the person's destination, all without charge.
  - 3. In the event that a mobility aid is damaged or mishandled, First Air will provide a rental or temporary wheelchair while that of the passenger is being repaired/returned. See also Rule 230 (b)(3-4).
- viii. Service animals - see Rule 200
- ix. Carrier is not liable for its refusal to transport any passenger or for its removal of any passenger in accordance with the preceding paragraphs of this rule. However, at the request of the passenger, a refund will be issued in accordance with Rule 260 (Refunds - Involuntary).

### **RULE 34 – PASSENGERS ON STRETCHER**

- a) Carrier(s) and class(es) of service: 7F – Economy
- b) Fares
  - 1. The stretcher passenger will be charged 6 adult full economy (YL) one way fares.
  - 2. Attendant will be charged 50% of the applicable fare for class used.
- c) Reservations and Ticketing

Advance arrangements must be made and are subject to the availability of space and the appropriate equipment. Arrangements must be made a minimum of forty eight (48) hours prior to flight departure.
- d) Special Conditions
  - 1. Attendant: The stretcher passenger must be accompanied by an able-bodied attendant who shall care for the stretcher passenger during the trip and who must occupy a seat adjoining those occupied by the stretcher passenger.
  - 2. Medical Information: A medical certificate from a licensed authority, in a form acceptable to the carrier, will be required.

Baggage: The normal free baggage allowance will apply to each fare paid.

### **RULE 35 – 7F REFUSAL TO TRANSPORT**

Refusal to transport and removal of passenger –

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

## PASSENGER TARIFFS – GENERAL RULES

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- a) Government request or regulations – whenever such action is necessary to comply with any government regulation, or, to comply with any government request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control (including but without limitation, acts of god, force majeure, strikes, civil commotions, embargoes, wars, hostilities or disturbances) actual, threatened or reported.
- b) Search of passenger or property – when the passenger refuses to permit search of his person or property for explosives or a concealed, deadly or dangerous weapon or article.
- c) Proof of identity – when the passenger refuses on request to produce positive identification.  
**NOTE:** Carrier shall have the right, but shall not be obligated, to require positive identification of persons purchasing tickets and/or presenting a ticket(s) for the purpose of boarding aircraft.
- d) Immigration or other similar considerations – when the passenger is to travel across any international boundary, if;
- The travel documents of such passenger are not in order;
  - For any reason, such passenger's embarkation from, transit through, or entry into, any country from, through, or to which such passenger desires transportation would be unlawful;
  - Such passenger fails or refuses to comply with the rules and regulations of the carrier.
- e) Passenger's condition
- When the passenger's intellectual or physical condition is such as to render him/her incapable of caring for himself/herself without assistance or medical treatment en route unless:
    - He/she is accompanied by a ticketed attendant who will be responsible for caring for him en route and
    - With care of such attendant he/she will not require unreasonable attention of assistance from carrier personnel.  
Exception (for transportation to/from Canada)  
Carrier will accept the determination of a person with disability as to self-reliance (see Rule 20)
  - When the passenger has an obvious contagious disease; or
  - When the passenger has an offensive smell (for example, such as from a draining wound).
  - When the passenger requires an escort due to being mentally incapacitated and 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 advanced of the departure of the flight.  
However, First Air will accept escorted passengers under the following conditions when the passenger appears to be mentally incapacitated and under care of a psychiatric institution or in custody of law enforcement personnel or other responsible authority:
    - Medical authority furnishes assurance, in writing, that an escorted mental patient can be transported safely.
    - Only one escorted passenger(s) will be permitted on a flight.
    - Request for carriage is made at least 48 hours before scheduled departure.
    - Acceptance is for online travel only.
    - The escort must accompany the escorted passenger at all times.
    - Passenger in custody of law enforcement personnel or other responsible authority must be manacled.
  - When First Air 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. In these circumstances, First Air can require the passenger to provide a medical certificate that then must be accepted by First Air's medical officer as a condition of the passenger's acceptance for subsequent travel. First Air may refuse transportation to the person posing such hazard or risk.  
**NOTE:** Pregnant Passengers:
    - An expectant mother with a complication-free pregnancy can travel on First Air's flights up to 7 days prior to her expected due date without a medical certificate.
    - An expectant mother who is within 7 days of her pregnancy must present a medical certificate, dated within 72 hours of the scheduled time of departure. The

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certificate must state that the physician has examined the patient and found her to be physically fit for travel by air and the certificate must state the estimated date of birth.

f) Passenger's conduct – refusal to transport prohibited conduct and sanctions.

Prohibited conduct

Without limiting the generality of the foregoing, 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 (in the future and present) and/or the carrier's employees; of the crew members in their duty aboard the aircraft; or the safe and adequate flight operation:

- i. The person, in the reasonable judgment of a responsible carrier employee, is under the influence of intoxicating liquids or drug (except a medial patient under proper care);
- ii. 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 judgment of a responsible carrier employee there is a possibility that such passenger would cause disruption or serious impairment to the physical comfort or safety of the other passengers or carrier's employees, interfere with a crew member in the performance of his duties aboard carrier's aircraft, or otherwise jeopardize safe and adequate flight operations;
- iii. The person's conduct involves any unusual hazard or risk to self or other person's (including, in cases or pregnant passenger, unborn children) or to property;
- iv. The person fails to observe the instruction of carrier and its employees, including instructions to cease prohibited conduct;
- v. The person is unable/unwilling to sit in seat with seatbelt fastened;
- vi. The person smokes or attempts to smoke in the aircraft.
- vii. The person continues to use a cellular telephone, a laptop computer or an electronic device on board the aircraft after being advised to cease such use by a member of the crew;
- viii. The person is barefoot;
- ix. The person is wearing or has on or about their person concealed or unconcealed deadly or dangerous weapons; provided, however, that carrier will carry passengers who meet the qualifications and conditions established by the Government of Canada;
- x. The person is manacled and in custody of law enforcement personnel;
- xi. The person has resisted or may reasonably be believed to be capable of resisting escorts.

g) Sanctions:

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

- i. Removal of the passenger at any point.
- ii. Probation. 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 said 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's continued compliance in continued avoidance of prohibited conduct, and
- iii. Refuse to transport the passenger. The length of such refusals to transport may range from a onetime only to an indefinite up to a lifetime ban. The length of the refusal period will be in the carriers reasonable discretion, and will be for a period commensurate with 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 the comfort of the other passengers or crew; the unhindered performance of the crew members in their duty aboard the aircraft; or safe and adequate flight operations.  
The following conduct will automatically result in an indefinite ban, up to lifetime ban:
  1. The person continues to interfere with the performance of a crew member's duties notwithstanding verbal warnings by the crew to stop such behavior;
  2. The person injures or subjects to a credible threat of injury a crew member or other passenger;

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3. The person has conduct that requires an unscheduled landing and/or the use of restraints such as ties or handcuff;
4. The person repeats a prohibited conduct after receiving a notice of probation as mentioned in g (ii) above.

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

Recourse of the passenger/limitation of liability carrier's liability in case of refusal to carry a passenger for a specific flight or removal of a passenger en route for any reason specified in the foregoing paragraphs or in

Rule 33 shall be limited to the recovery of the refund value of the unused portion of passenger's ticket from the carrier so refusing or removing, as provided in Rule 260.

A person who is refused carriage for an indefinite period of time, up to a lifetime ban, or to whom a probation notice is served may provide to the carrier in writing, the reasons why he/she no longer poses a threat to the safety or comfort of passengers or crew, or to the safety of the aircraft. Such document may be sent to the address provided in the refusal to carry notice of probation. Carrier will respond to the passenger within a reasonable period of time providing carrier's assessment as to need or not to prolong the ban or to maintain the probation period.

h) **Smoking/Non Smoking**

Persons who do not comply with the conditions applicable to onboard smoking(cigarettes only, land only when and where as permitted by 7F and/or government regulations) and /or who refuse to cease smoking immediately upon the request of a crew member.

### RULE 40 – ELECTRONIC SURVEILLANCE OF PASSENGERS AND BAGGAGE

Passengers and their baggage are subject to inspection with an electronic detector with or without the passengers consent or knowledge.

### RULE 50 – 7F ACCEPTANCE OF CHILDREN

- a) Accompanied children less than twelve (12) years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least twelve (12) years of age. Only one child under two years of age will be accepted for carriage with each fare paying passenger at least 12 years of age occupying the same or adjacent seat occupied by the child. Infants occupying a seat will pay the charge noted in paragraph (c) below. The child must be placed in an approved infant safety seat.
- b) Unaccompanied children less than twelve (12) years of age not accompanied on the same flight and in the same compartment by a passenger twelve (12) years of age or over are accepted for transportation only under the following conditions:

Age of child at last birthday	Via all classes of service.
Under 5 years of age	Not accepted under any conditions
5 to 11 years of age	Accepted for on line transportation; The child must be brought to the airport of departure by a parent or responsible adult who remains with the child until enplaned and who must furnish the carrier with satisfactory evidence that the child will be met by another parent or responsible adult upon deplaning at his destination but not accepted if the flight on which the child holds a reservation is expected to terminate short of, or bypass his destination. <b>Note:</b> For on line connections of a scheduled flight exceeding two hours, the child must be met by a responsible guardian upon deplaning at the connecting point and must stay with the child until enplaned.

c) Fare

1. The fare applicable to the transportation of accompanied children will be the applicable published child fare. The fare for accompanied children under two years of age /infants/ and occupying a seat using an approved infant restraint device will be 50% of the applicable adult



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fare. The fare applicable to the transportation of unaccompanied children will be the applicable adult fare.

2. Children under 12 years of age not accompanied in the same compartment by a passenger at least 12 years of age or over are accepted for transportation only under the following conditions:
  - i. Unaccompanied children two (2) through four (4) years old: not accepted
  - ii. Unaccompanied children five (5) through eleven (11) years old: applicable adult fare
  - iii. Unaccompanied minors twelve (12) through seventeen (17) years old: applicable adult fare

Note 1: A mandatory charge will be applied for services provided to accompany children five (5) through eleven (11) years old and when requested for minors 12 through 17 years old, when the trip consists of one or more connections between:

AA) origin and destination

BB) origin and stopover point, and

CC) stopover to destination.

Note 2: A mandatory charge will be applied for service provided to accompany children five (5) through eleven (11) years old and when requested for minors twelve (12) through seventeen (17) years old. The charge is assessed from the child's boarding point to the point of stopover or destination.

Note 3: for the purpose of this rule the above service means that 7F will provide supervision for the child from the time of boarding until the child is met at the point of stopover or destination.

Note 4: The age limits referred to in this rule shall be those in effect on the date of commencement of carriage.

3. If two (2) or more children of the same family are traveling together, only one service charge will be assessed. Unaccompanied children five (5) through seven (7) years old will be accepted for online transportation but not for interline transportation, including code shares. Unaccompanied children eight (8) through eleven (11) years old will be accepted for online transportation and interline transportation, including code-shares. Service charge to be assessed as follows:  
For one way travel originating from Canada: 100.00CAD.  
For round trip travel originating from Canada: 200.00CAD.  
All charges are subject to applicable taxes.
- d) Responsibilities of Carrier  
With the exception of the service provided to um in paragraph (c) above, 7F will not assume any financial or guardianship responsibilities for unaccompanied children beyond those applicable to an adult passenger.

### **RULE 71 – 7F CLASSES OF SERVICE**

ECONOMY CLASS SERVICE (applicable to all classes)

Economy class is provided to passengers paying economy fares, including full fare economy (Y) for transportation in the economy class compartment on flights where economy class is offered in 7F's reservation system. Passengers travelling in the economy class compartment will be offered in flight amenities (when flight times permit) such as complimentary beverages, with the exception of beer, wine and cocktails and will be offered the complimentary use of headsets for audio visual entertainment where such feature is provided in flight.

### **RULE 85 – 7F SMOKING PROHIBITION**

Smoking is prohibited on all 7F flights operating within North America and non-compliance with this provision is subject to the provisions of Rule 35 (refusal to transport).

### **RULE 89 – INFANT RESTRAINT DEVICES**

- a) Application

An adult travelling with an infant may, at his/her discretion, reserve an adjacent seat for the purpose of the installation of an approved infant restraint device as described below.

- b) Terms and conditions

1. The infant must be properly secured in an infant restraint device which was manufactured on/after January 1, 1991 and which;



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- a) Displays inspection sticker CMVSS-213 if made in Canada, or
  - b) Displays inspection sticker FMVSS-213 if made in the U.S.A. or
  - c) Regardless of country of manufacture, displays an inspection sticker which states that the device is certified for use onboard aircraft.
2. Instructions for the proper use of the device and its weight and stature capacities must also be prominently displayed on the device. Use of the device may be prohibited if, in the opinion of 7F personnel, an infant exceeds the prescribed capacity limits.
  3. The device shall at all times be properly secured in a seat adjacent to an accompanying adult who is familiar with the proper method of releasing the infant from the device. The device may not be located:
    - a) In an emergency exit row, or
    - b) In any seat which would prevent access to emergency or safety equipment,
    - c) In a seat where it will block access by a person to the aisle of the aircraft.
  4. The device must be provided by the adult travelling with the infant. 7F assumes no responsibility for the provision of approved infant restraint devices described above.
  5. The charge for the seat in which the device is located shall be in accordance with Rule 50.
  6. Reservations for the adjacent seat are required and must be booked in the same class of service as the reservation for the accompanying adult.

### RULE 90 – 7F PRE-PLANNED OXYGEN SERVICE

7F will provide online in-flight oxygen service on all flights subject to the following conditions:

- a) Passengers will be required to give 7F at least 24 hours notice that in-flight oxygen will be needed. It will be the passenger's responsibility to make arrangements for oxygen service via other carriers involved in interline transportation, if required.
- b) A written statement from the passenger's physician stating that the passenger requires oxygen service, and the rate of oxygen flow to be maintained, on a form acceptable to 7F, is required for each journey on 7F (two for round trips).
- c) The charge for oxygen service will be 100.00CAD per passenger from point of enplanement to the passenger's destination, point of stopover, or interline connecting point, whichever occurs first. These charges are not subject to any discount. Oxygen supplied under this rule will be one bottle with a capacity of 1,086 litres.
- d) Passengers must be accompanied by an attendant who is knowledgeable as to the passenger's needs and in the operation of the equipment, and who will operate the equipment; however when authorized to do so by a First Air medical officer, a passenger requiring oxygen may be permitted to travel unaccompanied via 7F on-line services.

### RULE 95 – 7F CLAIMS

- a) Personal injury and death-time limitations  
No action shall be maintained for any injury to or the death of any passenger unless notice of the claim is presented in writing to the general offices of the participating carrier alleged to be responsible therefore within 90 days after the alleged occurrence of the events giving rise to the claim, and unless the action is commenced within 1 year after such alleged occurrence.
- b) Other-time limitations  
No action shall be maintained for any loss of, or any damage to, or delay in the delivery of, any property or baggage, or any other claim (excepting only personal injury or death), arising out of or in connection with transportation of, or failure to transport any passenger or property or baggage unless notice of the claim is presented in writing to an office of the carrier participating in this rule alleged to be responsible therefore within 21 days after the alleged occurrence of the events giving rise to the claim, and unless the action is commenced within 2 years after such alleged occurrence, but failure to give the above notice shall not be a bar if the claimant established to the satisfaction of the carrier that he was unable to give such notice.
- c) Preliminary notice  
In the case of allegedly missing, delayed or damaged baggage the provisions in (b) shall apply, except that preliminary notice of loss, delay or damage must be submitted to the carrier, in writing, after the arrival of the flight on which the loss, delay or damage is alleged to have occurred, and prior to the passenger's leaving the airport. Failing to give notice within time aforesaid, no action shall lie against the

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carrier unless the claimant establishes to the satisfaction of the carrier that he was unable to give such notice.

d) Overcharges

In addition to the requirements in paragraph (b) above, no claims for overcharge shall be valid and no action shall be maintained thereon more than two years after the date of sale of the ticket, unless such claim or action is accompanied by the passenger coupon portion of said ticket.

Note: The commission referred to in the above paragraph is restricted to mean the Canadian Transportation Agency and the above paragraph is applicable only to air carriage to, from and within Canada, but is not applicable to carriage by air that is international carriage within the meaning of the convention for the unification of certain rules relating to international transportation by air, signed at Warsaw, October 12, 1929.

- e) The acceptance for transportation by the carrier of a passenger whose status, age, or mental or physical condition is such as to involve any unusual hazard or risk to himself, or, in the case of a pregnant passenger, to any unborn child (whether or not the carrier has knowledge of such status, age, or mental or physical condition) shall be only upon the condition (a) that the carrier shall not be liable for any loss or damage arising out of an injury, illness or disability (or any aggravation or consequence thereof, including death) sustained by the passenger, if such loss or damage would not have been sustained but for such status, age, or mental or physical condition; and further (b) that, in the case of a pregnant passenger, the carrier shall not be liable for loss or damage arising out of any injury, illness or disability (or any aggravation or consequence thereof, including death) sustained by an unborn child.
- f) Carrier shall not be liable for consequential, special, punitive or exemplary damages arising from or connected in any way with any act or omission by the carrier, its employees or agents, whether or not such act or omission was negligent and whether or not the carrier had knowledge that such damages might be incurred.

### RULE 100 – 7F TICKETS – GENERAL

- a) No person shall be entitled to transportation except upon presentation of a valid ticket. Such ticket shall entitle the passenger to transportation only between points of origin and destination and via the routing designated thereon.
- b) Flight coupons will be honored only in the order in which they are issued, and only if all unused flight coupons and passenger coupons are presented together.
- c) A ticket which has not been validated, or which has been altered, mutilated or improperly issued, shall not be valid.
- d) Tickets are not transferable but carrier is not liable to the owner of a ticket for honoring or refunding such ticket when presented by another person.
- e) Compliance with terms  
Compliance with terms and conditions of sale; tickets are valid for travel only when used in accordance with all terms and conditions of sale.  
Terms and conditions of sale included but are not limited to:
- The passenger's itinerary, as stated on the ticket or in the passenger's reservation record;
  - Any requirement that the passenger stay over a specified date or length of time (for example, Saturday night or weekend) at the destination specified on the ticket;
  - Any special purpose or status (for example, age in the case of senior citizen or children's discount, military status in the case of a military fare, official government business in the case of a government fare, or attendance at a qualified event in the case of a meeting or convention fare) that entitles the passenger to a special reduced rate; or
  - Any other requirement associated with the passenger's fare level.
- f) Re-issued ticket  
Unless a ticket is reissued by 7F or its authorized agent upon payment of applicable charges, and/or authorized representative of 7F waives applicable restrictions in writing, a ticket is invalid if
- used for travel to a destination other than that specified on the ticket,
  - the passenger fails to comply with applicable stay over requirements,
  - the passenger does not meet the purpose or status requirement associated with the fare category on the ticket,

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- d. 7F determines that the ticket has been purchased or used in a manner designed to circumvent applicable fare rules.
- g) Prohibited practices  
7F specifically prohibits the practices commonly known as:  
Back to back ticketing - the combination of two or more round-trip excursion fares end to end for the purpose of circumventing minimum stay requirements;  
Throwaway ticketing - the usage of round-trip excursion fares for one-way travel;  
Hidden city/point beyond ticketing - the purchase of a fare from point before the passenger's actual origin or to a point beyond the passenger's actual destination. Accordingly, passenger shall not purchase one or more tickets or use flight coupons in one or more tickets in order to obtain a lower fare than would otherwise be applicable.  
Duplicate Ticketing – Booking two identical tickets for the same customer; reserving multiple itineraries for any number of customers with the same customer name, whether identical itineraries or not; creating a reservation where two or more flights are booked for the same customer when it is evident they will only be able to use one.
- h) Prepaid ticket advice  
Unless otherwise provided, purchase of a prepaid ticket advice (PTA) will constitute purchase and issuance of tickets.  
Note: For fares requiring special reservations and ticketing requirements, the PTA will constitute ticketing provided it is issued within tariff deadlines and reservation will result in penalties against the PTA in the same manner as though a ticket were issued. An open PTA will not constitute ticketing for any special fare requirements.
- i) Invalidated ticket  
Where a ticket is invalidated as the result of the passenger's non-compliance with any term or condition of sale, or where one or more tickets have been issued in furtherance of a prohibited practice, 7F has the right in its sole discretion to:  
a. Cancel any remaining portion of the passenger's itinerary  
b. Confiscate unused flight coupons  
c. Refuse to board the passenger or check the passenger baggage or  
d. Assess the passenger for the reasonable remaining value of the ticket, which shall be no less than the difference between the fare actually paid and the lowest fare applicable to the passenger's actual itinerary.
- j) Historical fare information  
Carrier will impose a service charge of 50.00CAD (plus applicable taxes) for the following requests for historical information for handling such requests;  
a) Ticket copies  
(The above is restricted to a maximum of 2 years from the date of issue of the original ticket after which 7F will not accept any requests for ticket copy)  
b) Historical fare quotes
- k) Credit vouchers  
Credit vouchers are issued for applicable fares which are not cancelled at least two (2) hours prior to ticketed departure time. Credit vouchers are redeemable towards passenger travel on the scheduled services of First Air, commencing within one year from the original date of travel, of the portion of the ticket being refunded to the voucher. The credit shall be equal to the original fare, which was cancelled less any applicable cancellation fees. Credit vouchers can only be used once, and will retain no residual value. Credit vouchers are non-transferrable
- l) C.I.P. (245) usage  
Carrier will impose a service of 50.00CAD (plus applicable taxes) if the 245 C.I.P. is used without a First Air segment.

### RULE 105 – 7F TICKET VALIDITY

- a) Period of validity  
Except as provided in paragraph (c)(1) below, a ticket will be valid for transportation for one year from the date on which transportation commences at the point of origin that is designated on the original ticket or, if no portion of the ticket is used, from the date of issuance of the original ticket.
- b) Extension of validity

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1. If the passenger is prevented from using the ticket, or a portion of the ticket, during the period of validity specified in paragraph (a) above or the period of validity applicable to an excursion or special fare, due to lack of space or flight cancellation, the ticket will remain valid until space can be provided on a schedule comparable to the schedule that the passenger had requested.
  2. If the passenger is unable to commence or continue his travel due to the death of a member of his immediate family or of a traveling companion, 7F will extend the period of validity beyond the original limit not to exceed 30 days. The death must be certified in writing by a physician, specifying that the passenger is prevented from completing his journey prior to the expiration of the original time limit because of such circumstances. Copy of the death certificate shall be presented to 7F.
  3. If the passenger is unable to commence his travel due to medical reasons, 7F will extend the period of validity beyond the original validity expiry date for a maximum of 3 months. A non-refundable cad 50 service fee shall apply. A ticket can only be extended once and the extension must be requested within 30 days prior to the original validity expiry date of the ticket. The medical reasons must be certified in writing by a physician, specifying that the passenger is prevented from commencing his journey prior to the expiry date of the original ticket validity because of such circumstances.
- c) Special fare provisions  
The provisions below will apply to fares that are subject to group travel requirements and/or reservations or ticketing time limitations and/or minimum or maximum stay requirements.
1. Period of validity  
When a ticket includes an excursion or special fare having a shorter period of validity than one year, the shorter period of validity will apply only to the excursion or special fare transportation.
  2. Extension of validity  
See provisions in paragraph (b) above.
  3. Waiver of special fare restrictions
    - a. When a passenger traveling at an excursion or special fare is prevented from traveling in accordance with the terms of the applicable tariff due to the death of a member of his immediate family or of a traveling companion, the passenger will be permitted to travel according to the provisions below:
      - i. Prior to commencement of travel
        - aa. When traveling at a fare requiring travel as part of a group, the passenger will be permitted to travel with a subsequent group traveling on the same type of fare (governed by the same governing rule as the fare on which the passenger was originally ticketed), without regard to any minimum reservations or ticketing limit, but will not be permitted to commence travel individually unless in accordance with the applicable tariff.
        - bb. Passenger will be permitted to commence travel any time prior to the original departure date with return travel no later than the maximum stay provision of the original fare or
        - cc. Travel may commence/terminate anytime up to 30 days after the original departure/return dates shown on the ticket.
      - ii. After commencement of travel passenger will be permitted to return to his final destination on an earlier or later flight, but not later than 30 days after original return date.
    - b. Travel permitted in accordance with the provisions in paragraphs (a) above is also subject to the following provisions:
      - i. Passenger must be rebooked in the original booking class code.
      - ii. Should the circumstances require a stop at an intermediate point on the routing applicable to the fare paid, one stop is permitted for no additional charge.
      - iii. A copy of the death certificate must be presented to 7F
      - iv. No change fee will be charged for changes to reservations due to the death of a member of the passenger's immediate family or traveling companion. If

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the death certificate is not available at the time the passenger is to travel, or, if the carrier has reason to doubt the validity of such certificate, the passenger will be accommodated only upon payment of the fare applicable to transportation actually used, and request for refund may be filed with the carrier. Upon receipt of the claim form and all supporting documents and after determining the validity of the claim, the carrier will refund to the passenger the difference between the total fare paid by the passenger and the amount the passenger would have paid under the provisions of this rule. Any extension of validity or restrictions waived will also apply to members of the immediate travel party who accompany the passenger described in paragraph (c)(3)(a)(bb) above.

d) Death of the passenger

In the event of death of the passenger, refundable and nonrefundable tickets will be refunded to such passenger's estate. The refund will be the difference, if any, between the fare paid, less the one way economy fare applicable to transportation used.

e) Upgrading

1. A passenger holding a ticket for return, circle trip or open jaw travel entirely on the services of 7F, may, before or after commencement of travel, upgrade the total fare to a different fare type having a higher value and a higher booking code, and change the origin, and/or stopover point(s)/point of turnaround/destination, provided the following conditions are met:
  - a. New itinerary meets all conditions of new fare.
  - b. New itinerary is of greater value. Charge the difference in fare between the original and new ticket. If new itinerary is of lower value no refund will apply.
  - c. Reservations have been rebooked in the booking class applicable to new fare.
  - d. Travel is wholly on the services of 7F.
  - e. Travel occurs within one (1) year of original ticket issuance date.
  - f. Applicable charge fee is assessed at reissuance of ticket.
2. The original fare paid (excluding all additional charges) shall be used as a full credit towards the fare applicable to the upgraded journey.
3. In the event travel at such new fare is subsequently changed and/or cancelled, the higher fee(s) applicable to either the original or new fare shall be assessed.  
Exception: For travel which has been upgraded to a fare type for which there are no fees, changes may be made without additional charge; however, the cancellation fee from the original fare will be carried forward to such new fare.

### **RULE 110 – ISSUANCE OF TICKET STOCK**

The carrier will issue to a person a stock of tickets and validating stamp for the purpose of issuing tickets for transportation, subject to

- a) Reasonable credit requirements and
- b) Entering into a written agreement authorizing the issuance of tickets and providing for accounting, reservation and ticketing procedures and provisions protecting the carrier from loss or misuse of the tickets.

### **RULE 115 – 7F CONFIRMATION OF RESERVED SPACE**

- a) A reservation for space on a given flight(s) is valid when it has been entered in 7F's electronic reservation system and has been confirmed to the passenger by an agent of 7F.
- b) Subject to payment or other mutually satisfactory credit arrangements, a validated ticket showing the confirmed reservations will be issued to the passenger not later than 30 minutes prior to the scheduled departure of the confirmed flight(s).  
Exception: Where other rules contained herein require the issuance of tickets more than 30 minutes prior to the scheduled departure of the confirmed flights(s), such advance ticketing time limits shall apply.
- c) Should the passenger fail to obtain a validated ticket showing the confirmed reservation(s) not later than 30 minutes prior to the scheduled departure of the confirmed flight(s), 7F may reservation(s)



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not later than 30 minutes prior to the scheduled departure of the confirmed cancel such reservation(s) without notice to the passenger.

Exception: Should the passenger agree to obtain a validated ticket more than 30 minutes prior to the scheduled departure of the confirmed flight(s), such earlier time will be entered on his reservation record in 7F's electronic reservations system. 7F may cancel such reservation(s) without notice to the passenger should he fail to obtain a validated ticket by the agreed time as shown in his reservation record.

### **RULE 125 – 7F CYBER TICKET OFFICE**

The general rule of confirmation of reserved space (Rule 115) shall apply to reservations made through the cyber ticket office, except as provided below:

- a) A reservation of space on a given flight is valid when it is entered in First Air's electronic reservation system and confirmed by the issuance of a record locator number.
- b) Full fare business and economy class tickets must be purchased not later than 72 hours after confirmation of reserved space or 30 minutes prior to the scheduled departure time of the confirmed flight, whichever occurs first. If this condition is not met, First Air may cancel such reservations without notice to the passenger.

### **RULE 135 – 7F CANCELLATION OF RESERVATIONS**

- a) 7F will cancel reservations of any passenger whenever such action is necessary:
  1. To comply with any government regulation; and/or,
  2. To comply with any government request for emergency transportation in connection with national defense or national disasters; or
  3. Advisable by reason of weather or other conditions beyond its control (including, but without limitation, acts of god, force majeure, labor disturbances, strikes, civil commotions, embargoes, wars, hostilities or disturbance) actual, threatened or reported.
- b) Failure to occupy space.

If the passenger fails to occupy space which has been reserved by/for him on any 7F flight, and 7F is not notified of cancellation of such reservation prior to the departure of such flight, or if 7F cancels reservations in accordance with this rule or rule 35, 7F will cancel all continuing or return reservations held by the passenger(s) on the flights of any carrier, provided 7F originally reserved the space.
- c) airport check-in time limits
  1. The passenger is recommended to present themselves for check-in at locations designated for such purpose at least 60 minutes prior to the scheduled time of flight on which they hold a reservation in order to permit completion of government formalities and departure procedures.
  2. Check in and baggage drop deadline for flights originating in ottawa, montreal, edmonton, winnipeg, iqaluit or yellowknife is 45 minutes. For all other flights, check in and baggage drop deadline is 30 minutes. The passenger must be available at the boarding gate at least 20 minutes prior to scheduled departure time of the flight on which they hold a reservation and must arrive properly documented and ready to travel.
  3. If the passenger fails to meet any of these requirements, the carrier will reassign any pre-reserved seat and/or cancel the reservation of such passenger. Departure will not be delayed for passengers who arrive too late for such formalities to be completed before scheduled departure time. Carrier is not liable to the passenger for loss or expense due to passenger(s) failure to comply with this provision.

Note: For the purpose of this rule, the check-in point is the point for checking baggage and the boarding gate is the point where the boarding pass stub is lifted and retained by the carrier.
- d) 7F is not liable when it cancels the reservations of any passenger in accordance with this rule, but;
  1. If such reservation was cancelled in accordance with paragraph (a) of this rule, 7F will take such action as is provided in Rules 235 and 240 (failure to operate on schedule) or Rule 260 (refunds-involuntary).
  2. If such reservation was cancelled in accordance with paragraphs (b) or (c) of this rule, 7F will take such action as is provided in Rule 270 (refunds-voluntary) or Rule 255 (rerouting-when allowed/voluntary).

### **RULE 150 – 7F APPLICATION OF FARES - GENERAL**

- i. Where a local or joint fare is published via the desired routing, such fare shall apply unless it is higher than the combination of intermediate fares via such routing, in which case, the applicable combination of local/sector fares may be used.
- ii. Unless otherwise provided, flights designated by class of service (e.g. "first, executive, economy, etc), type of aircraft (e.g. jet, propeller, etc) and/or flight departure or arrival time, in connection with the application of fares, refer to flights bearing such designations as set forth in 7F's official general schedule.
- iii. Fares and charges shall apply only to air transportation between the airport and/or heliports through which the cities named in connection with such fares are served by 7F by whom, or on whose behalf, such fares and charges are published. Ground transportation, unless otherwise specified, shall be arranged by the passenger and at his own expense.

### **RULE 160 – 7F STATEMENT OF FARES AND CHARGES EXCEPT AS OTHERWISE PROVIDED**

- a) All fares and charges governed by the tariff are stated in Canadian dollars.
- b) Payment for tickets, including prepaid ticket advice (PTA), shall be in Canadian dollars at the published Canadian dollar fare or its equivalent in other currencies converted from Canadian dollars at the applicable bankers' rate of exchange, for travel wholly within Canada or originating in Canada.
- c) For the purpose of this rule, the banker's buying 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 a 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.

### **RULE 165 – CONSTRUCTION OF FARES**

When a fare is not published via the desired routing, such fare may be constructed by combining those fares applicable via such routing which produce the lowest fare for the booking class used; provided, however, that such fare shall not exceed the lowest fare constructed in accordance with any of the following paragraphs:

- a) More distant point  
If such constructed fare exceeds the same fare to or from a more distant point via the same routing, the fare applicable to or from such more distant point shall apply.
- b) Circle trip/round trip maximum  
If such constructed fare exceeds the published fare for a circle trip or round trip from the same point of origin, via the same routing, the published circle trip or round trip fare shall apply.
- c) Interrupted travel  
If a fare constructed for a trip interrupted by travel other than via participating carriers exceeds the applicable through fare for uninterrupted travel via the routing, the applicable through fare shall apply.
- d) Maximum fare: same/different classes of service  
A combination of fares of the same or different classes of service shall not exceed the lowest of the following fares or combinations of fares, between and via the same point(s):
  1. A combination of fares via the class of service used for a portion of the transportation and fares for a higher class of service for the remainder of the transportation, or
  2. A combination of fares via higher classes of service, or
  3. A through published fare via a higher class of service or  
Exception: A through published fare via a higher class of service to or from a more distant point may not be used to construct a fare for an intermediate point(s) if there is a published fare for the same higher class of service to or from such intermediate point(s).
  4. A fare constructed in accordance with (e) below.
- e) Fares are published in the following descending order of classes of service:



Hospitality class service: booking code “Y/M/B/V/H/Q/L”

### **RULE 170 – ROUND TRIP FARES**

When a ticket is purchased before the transportation commences or is reissued pursuant to Rule 255 (rerouting), the fare applicable to a round trip between two points over the lines of the carrier shall be:

- a) When specifically published via the desired routing, the applicable round trip fare specifically published by or on behalf of such carrier.
- b) When not specifically published via the desired routing, the sum of the one-way fares applicable to the respective one-way segments or the sum of the round trip segment fares if these are published.

### **RULE 175 – CIRCLE TRIP FARES**

Except as provided below, when a ticket therefore is purchased before the transportation commences or is reissued pursuant to Rule 255 (rerouting), the fare applicable to a circle trip via participating carriers or partly via participating carriers and partly via other scheduled air carriers and national air taxi conference members shall be for the portion of carriage via one or more participating carriers, the sum of fifty percent of the applicable round trip fares for the respective sections, constructed from the point of origin via the route of travel that produces the lowest fare for the circle trip for class of service used.

### **RULE 180 – STOPOVERS**

- a) A stopover, as used herein, will occur when a passenger arrives at an intermediate or junction transfer point and fails to depart from that point on:
  1. The first flight on which space is available, or,
  2. The flight that will provide for his earliest arrival at the next intermediate, junction point or destination, as the case may be, in the booking class and/or code shown on his ticket; provided, however, that no stopover will occur when the passenger departs from the intermediate or junction transfer point on a flight shown in 7F's general schedule which departs within four (4) hours after arrival at such point.
- b) Except as otherwise provided, stopovers will be permitted on transportation solely within Canada only upon payment of the applicable local/sector fares.

### **RULE 185 – ROUTINGS**

- a) Each fare applies only to transportation via the routings specified in connection with such fare. Any local routing in connection with a fare applicable to transportation over the lines of the carrier between any two points shall be included in any routing in connection with:
  1. any published joint fare which includes transportation over the lines of such carrier between such points, unless expressly excluded from the joint fare routing or routings, or
  2. Any through fare constructed by combining a local fare with a joint fare. In such instances, the local routing of the carrier shall apply to its entire portion of the through routing, whether or not the passenger travels via the point over which the fare is combined.
- b) Where more than one local fare applies for the portion of passage via the carrier participating in a joint fare, the joint fare shall apply only via the routings specified in connection with the lowest local fare.

### **RULE 190 – 7F ACCEPTANCE OF BAGGAGE: GENERAL**

- a) General conditions of acceptance

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

  1. All baggage is subject to inspection by the carrier; however, the carrier shall not be obligated to perform inspection. Carrier will refuse to transport or will remove at any point baggage that the passenger refuses to submit for inspection.
  2. Carrier has the right to refuse to transport baggage on any flight other than the one carrying the passenger.

## PASSENGER TARIFFS – GENERAL RULES

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3.
  - a. Carrier will refuse to accept property for transportation which is not suitably packaged to withstand ordinary handling; whose size, weight, or character renders it unsuitable for transportation on the particular aircraft which is to transport it; or which cannot be accommodated without harming or annoying passengers.
  - b. Carrier does not agree to carry in checked baggage or when otherwise placed in the care of the carrier, money, jewelry, silverware, negotiable papers, securities or other valuables, business documents, samples, liquids, and perishable items.
- b) Quantity and/or size maximums  
No article will be accepted for transportation if the maximum outside linear dimensions exceed 292 cm (maximum permitted length 158 cm) or if the article weighs more than 45 kg. This provision does not apply to duffel bags, sea bags, or b-4 bags (rule 220); sporting equipment (rule 195); live animals (rule 200); or cabin baggage (rule 215).
- c) Acceptance of special items and live animals  
Special items listed in rule 195 will only be accepted by the carrier in accordance with the additional provisions and/or charges specified in that rule. Live animals will only be accepted in accordance with the additional provisions and/or charges specified in rule 200.

### **RULE 195 – CONDITIONS AND CHARGES FOR ACCEPTANCE OF SPECIAL ITEMS**

The following are special items or types of items that will be accepted as baggage by specified carriers subject to the conditions shown. The exclusion of carriers from a paragraph does not imply that those carriers will not accept the item; unless otherwise indicated, the excluded carriers will accept the item subject to the general terms of acceptance in rule 190. Charges prescribed in this rule are applicable from the point at which the item is accepted to the point to which the item is transported.

\*Note – lithium-battery powered vehicles excluded, see (u) below.

- a) Animals, live See Rule 200
- b) Infant carrying seats An infant's carrying seat will be accepted for transportation in the passenger compartment only when additional seat is reserved for the infant, a ticket is purchased, and the infant carrying seat can be properly secured by the seatbelt.
- c) Bicycles – see sporting equipment below
- d) Birds, household – see Rule 200
- e) Bowling – see sporting equipment below
- f) Cats, domestic – see Rule 200
- g) Dogs, domestic – see Rule 200
- h) Duffel bags, b-4 bags, and sea bags – see Rule 220
- i) Firearms – see also sporting equipment below
  1. Non sporting firearms and ammunition will be accepted as checked baggage only.
  2. Advance arrangements must be made.  
Exception: Officers of the law will be permitted to carry side arms on board the aircraft.
- j) Fishing – see sporting equipment below
- k) Football – see sporting equipment below
- l) Fragile items
  1. Upon request, a fragile and/or bulky item will be carried as cabin-seat baggage subject to the provisions in Rule 215.
  2. Carrier does not agree to carry fragile items as checked baggage, or when otherwise places in the care of the carrier unless they are appropriately packaged in the original factory sealed carton, a cardboard mailing tube, or a container or case specifically designed for shipping such items (does not include standard carrying cases or any container provided by the carrier). Carrier agrees to carry such items without appropriate packaging upon execution by the passenger of a limited release tag at time of check-in (see below for form of

## PASSENGER TARIFFS – GENERAL RULES

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- limited release tag applicable). Unsuitable or inadequately packed items will be carried but only upon completion of a limited release tag at time of check-in (see paragraph (4) below).
3. Classes and examples of fragile and/or perishables items  
The classes of items listed below are deemed by carrier to be fragile or perishable or otherwise unsuitable as checked baggage and are subject to the conditions of acceptance set forth in paragraphs (1) and (2) above.
    - a. Artistic items  
Paintings, drawings, printers, statues or other sculptures, soapstone and/or bone carvings, plastics, and plaster of Paris molds and casts.
    - b. Chinaware/ceramics/pottery (see also glass)  
Ceramics, pots, bowls, dishes, crockery, ornaments, or other containers made of baked clay or porcelain.
    - c. Electronic and mechanical items  
Personal computers, display terminals, printers, typewriters, sewing machines, watches, clocks, sensitive calibrated tools and instruments, televisions, radios (including citizens band) calculators, audio and visual equipment, electron microscopes, electrographs, and electronic medical equipment.
    - d. Garment bags  
Garment bags and suit/dress covers of light flimsy plastic or vinyl designed for carrying and not for shipping, including the contents of such bags or covers.
    - e. Glass (see also chinaware/ceramics/pottery)  
Glassware, crystal, mirrors, bottles and any liquids contained therein (excluding reasonable quantities of toiletries), telescopes, binoculars, barometers, glass covers on pictures, plate window glass, stained glass, lampshades, and eyeglasses and contact lenses that are not in their cases.
    - f. Household articles  
Lamps, lamp shades, and items of similar material.
    - g. Liquids
    - h. Liquor cartons
    - i. Musical instruments and equipment  
Guitars, violins and violas, cellos, organs, harps, drums, and amplifiers or speakers used in conjunction with electronic instruments.
    - j. Paper  
Business documents, mechanical drawings, blueprints, maps, charts, historical documents, and photographs include negatives, prints, portraits and slides.
    - k. Perishable items
      - i. Fresh or frozen foodstuffs such as fruits, vegetables, meats, fish, poultry, and bakery products;
      - ii. Dairy products;
      - iii. Floral and nursery stock such as flower, fruit, and vegetable plants;
      - iv. Cut flowers and foliage such as floral displays;
      - v. Animal hides
    - l. Photographic/cinematographic equipment  
Cameras, photoflash equipment, photometers, spectrosopes, phototubes, or other devices using sensitive tubes or plates. Also video tape and/or film (still or movie) exposed and unexposed.
    - m. Plastics (see also toys)
    - n. Precision items (see also electronic and mechanical items)  
Microscopes, oscilloscopes, meters, counters, polygraphs, electrographs, and medical equipment
    - o. Recreational and sporting goods

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Backpacks, tennis, squash, racket ball, badminton and other rackets, fishing rods, sculls, surfboards, including windsurfers, scuba diving masks and pressure gauges, scopes.

- p. toys  
Dolls, dollhouses, and model trains and airplanes.
- q. miscellaneous items
  - i. attached articles  
Articles that are tied, taped, wired, or strapped to the exterior of any piece of checked baggage.
  - ii. Boxes/sacks/bags  
Boxes, sacks, and bags (and contents thereof) that do not have sufficient durability, a secure closure, or provide sufficient protection from damage to the container and its contents.
  - iii. brittle items
  - iv. Overpacked baggage
  - v. Uncrated/unprotected/unsuitable items  
Cosmetic cases, hat boxes, wig boxes, infant strollers, wheelchairs, umbrellas, bag carts, and other items whose shape, material, or characteristics render it susceptible to damage.
- r. Antlers and trophies  
Sporting trophies such as animal horns and antlers.  
Note: Antlers will not be included in determining the free baggage allowance and will always be subject to a charge of 100.00CAD for each full rack and 50.00CAD for each split rack one way except:
  - i. Between YVP/YUL for 'TIHUNT' type fares – 100.00CAD for each full rack one way and two split racks at no charge

#### 4. Release forms

The following are copies of release forms that will be provided by carriers. Execution of the release forms relieves carrier of liability for damage to fragile items (of the type identified in paragraph (3) above) in checked baggage, which damage results solely from the unsuitability of such items as checked baggage and/or the inadequacy of their packaging, and not from the carrier's failure to exercise the ordinary standard of care. Execution of the release form also relieves the carrier of liability for spoilage or substantial loss of value or potency which results from carrier's delay in delivery of checked baggage when such spoilage results from the unsuitability of such items as checked baggage and not from the carrier's failure to exercise the ordinary standard of care.

##### Release

- ( ) Fragile items - release applies to damage.
- ( ) Perishable items - release applies to damage and spoilage resulting from delay.
- ( ) Unsuitably or inadequately packed items release applies to damage and loss.

Article consists of: \_\_\_\_\_

In considerations of carrier transporting the property described above, which is deemed by applicable tariff to be unsuitable for transportation as checked baggage, I hereby release carrier from liability resulting solely from such unsuitability as designated above by an "x".

Passenger's signature: \_\_\_\_\_ Date \_\_\_\_\_

Carrier agent: \_\_\_\_\_

##### m) Garment bags

(Rule is applicable only to transportation where 7F is the originating carrier.) Carrier will accept garment bags and other bags made of unreinforced pliable materials, provided such bags contain only garments and non fragile items. Garment bags containing fragile items and/or items other than garments will be accepted upon the execution of a release (see paragraph (l)).

n) Golfing – see sporting equipment below

o) Horseback riding – see sporting equipment below

## PASSENGER TARIFFS – GENERAL RULES

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p) Incubators

An infant's incubator will be accepted for transportation in the passenger compartment subject to advance arrangements and the following conditions:

- a) A ticket must be purchased for the infant at 150% of the full adult fare.
- b) The infant must be accompanied by an attendant who will care for the infant during the trip and who must occupy the seat adjoining those occupied by the incubator. The attendant will pay the full adult fare.

q) Musical instruments

r) Perishables

Carrier does not agree to carry perishable items unless they are appropriately packed for carriage and checked as a separate piece of baggage. Carrier agrees to carry perishable items which are unsuitably or inadequately packed but only upon the execution of a baggage limited release tag (see paragraph (l) above) at time of check-in and shall also require the completion of the tag for perishable items at time of check-in which are appropriately packed and checked as a separate piece of baggage.

Note: Perishable items are classified as follows:

Fresh or frozen foodstuffs such as fruits, vegetables, meats, fish and seafood, poultry, bakery products, dairy products, animal hides. Floral and nursery stock such as flowers, fruit and vegetable plants, cut flowers, foliage and floral displays

s) Plants, flowers, and nursery stock

t) Restricted articles

Items listed in the IATA Dangerous Goods Regulations will be accepted subject to advance arrangements and compliance with these regulations

u) Hover boards, electric skateboards, air wheels, mini-segways and balance wheels or any lithium-battery powered vehicle excluding mobility aids. Hover boards, electric skateboards, air wheels, mini-segways and balance wheels or any lithium-battery powered vehicle excluding mobility aids are not permitted in carry-on or checked baggage due to potential safety risks associated with the power of the batteries that power them.

v) Scuba diving– see sporting equipment below

w) Skiing– see sporting equipment below

x) Sporting equipment

Applicable to transportation:

Sporting equipment items listed below will be accepted by the carriers indicated subject to the conditions of acceptance and/or prescribed charges. Certain items of sporting equipment will be carried free by some carriers in addition to the basic free baggage allowance or in lieu of one piece of free baggage (see Rule 220)

1. Bicycles

Bicycles will be accepted subject to the conditions and charges specified below. (For the purpose of this provision one item of bicycling equipment is defined as one bicycle.)

a. Bicycle characteristics

Carrier will accept non motorized touring or racing bicycles with single seats.

b. Conditions of acceptance

Bicycles must have the handlebars fixed sideways and the pedals removed.

c. Charges

Bicycles will not be included in determining the free baggage allowance and will always be subject to the excess baggage charge for a single piece, whether or not presented as a single piece.

2. Bowling equipment

Items of bowling equipment will be accepted as checked baggage. Bowling equipment will be included in determining the free baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece. (For the purpose of this provision one item of bowling equipment is defined as one bowling ball, one bowling bag, and one pair of bowling shoes.)

3. Fishing equipment  
Items of fishing equipment will be accepted as checked baggage. The fishing equipment will be included in determining the free baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece. (for the purpose of this provision one item of fishing equipment is defined as two rods, one reel, one landing net, one pair of fishing boots (all properly encased), and one fishing tackle box.)
4. Golfing equipment  
Items of golfing equipment will be accepted as checked baggage subject to the charges specified below. (For the purpose of this provision one item of golfing equipment is defined as one golf bag containing not more than 14 golf clubs, 12 golf balls, and one pair of golf shoes.)  
Charges  
Golfing equipment will be included in determining the free baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece.
5. Shooting equipment (sporting firearms)  
Items of shooting equipment will be accepted only as checked baggage subject to the conditions and charges specified below. (For the purpose of this provision one item of shooting equipment is defined as (1) one rifle case containing not more than two rifles, with or without scopes, 10 lbs. of ammunition (one shooting mat, noise suppressors, and small rifle tools; (2) two shotguns and two shotgun cases and 10 lbs. Of ammunition; or (3) one pistol case containing not more than five pistols, noise suppressors, one pistol telescope, and small pistol tools.)
  - a. Conditions of acceptance
    - i. Firearms must be unloaded and placed in a suitable container.
    - ii. Advance arrangements must be made.
  - b. Charges  
Firearms will be included in determining the free baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece.
6. Skiing equipment  
Items of skiing equipment will be accepted as checked baggage. Skiing equipment will be included in determining the free baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece. (For the purpose of this provision one item of skiing equipment is defined as one pair of skis, one pair of ski poles, one pair ski bindings, and one pair of ski boots.)
7. Windsurfing equipment  
Windsurfing equipment consisting of one windsurfing board, and one mast boom and sail will not be included in determining the free baggage allowance subject to availability of space and will always be subject to a charge of: 98.00CAD.

## **RULE 200 – CONDITIONS AND CHARGES FOR ACCEPTANCE OF LIVE ANIMALS**

The transportation of live animals is subject to the general conditions of acceptance in paragraph (a), the provisions for containers in paragraph (b), the provisions for carriage in the passenger compartment in paragraph (c), and the charges for transporting the animals in paragraph (d) of this rule.

Conditions of Acceptance – 71

a) General conditions of acceptance

Carriers will accept household cats, dogs, household birds, mammals, fish, rodents and other household pets (except those noted in (a)1 below) for transportation. The acceptance of animals is subject to the conditions below.



## PASSENGER TARIFFS – GENERAL RULES

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1. Under no circumstances will carrier accept skunks and venomous snakes.
  2. Advance arrangements must be made at least 24 hours prior to flight.
  3. The animal must be harmless, inoffensive, odorless, and require no attention during transit.
  4. The animal must be confined in a cage or container subject to inspection and approval by the carrier prior to acceptance.
  5. The passenger must make all arrangements and assume full responsibility for complying with any applicable laws, customs, and/or other governmental regulations, requirements, or restrictions of the country, state, or territory to which the animal is being transported.
  6. Animals will be transported either in the passenger or the cargo compartment.
  7. Note: Carriage in the passenger compartment is permitted on 737 and ATR-42 flights only due to carry-on baggage regulations.
  8. Passengers are limited to a maximum of two kennels or containers each. Carrier limits the number of kennels/containers per flight to two (2). Carrier may not accept animals on all flights. Note: this applies to AVIH and/or PETC.
- b) Containers
1. Containers must be leak proof and must provide adequate ventilation for the animal. Containers must be supplied by the passenger.
- c) Additional requirements for carriage in the passenger compartment  
7F will carry household cats, dogs, household birds, mammals, fish, rodents and other household pets in the passenger compartment of 737 and ATR-42 aircraft subject to conditions above, the additional conditions specified below, and the charges prescribed in paragraph (d) below.
1. Maximum number of animals and/or containers is limited to one animal per container and one container per passenger. Carrier may limit the number of animals in the passenger compartment (PETC). Subject to availability.
  2. Container and animal storage  
The container must be stored under the passenger's seat and the animal must remain closed in the container while on board the aircraft, and the container must remain closed and sealed from time of entry into the aircraft until after deplaning. The passenger will not be permitted in a row immediately behind a bulkhead or adjacent to an emergency exit.
  3. Maximum container size
    - a. For transportation on 737 aircraft  
The container must not exceed length x width x height measurements of 48 x 40 x 22 cm (19 x 16 x 9 in) the container is approved for an animal not exceeding 18 cm (7 in.) to the top of the shoulder. Any animal too large for this container when closed must be carried in the cargo compartment.
    - b. For transportation on atr-42 aircraft  
The container must not exceed length x width x height measurements of 46 x 20 x 22 cm (18 x 8 x 9 in) the container is approved for an animal not exceeding 18 cm (7 in.) to the top of the shoulder. Any animal too large for this container when closed must be carried in the cargo compartment.
  4. First Air may request passenger to change seats after boarding to accommodate allergy sufferers.
  5. Carrier reserves the right to refuse carriage of animals because the total number of animals in cabin is limited on each flight by aircraft type and cabin configuration; or at any time because a person with a severe allergy to the animal is travelling on the same aircraft. Limit of two (2) kennels per flight.
- d) Charges
1. Charge for carriage of animals

## PASSENGER TARIFFS – GENERAL RULES

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The animal and its container will not be included in determining the free baggage allowance and will always be subject to the charges as outlined in rule 225 c) live animal charges.

2. Storage charges

If the animal is not called for within 4 hours of arrival at destination, or 1 hour after the close of normal business hours, whichever occurs sooner, 7F may arrange for the temporary boarding of the animal where such facilities exist. The owner of the animal shall be responsible for all charges associated with the temporary boarding of the animal. Where boarding facilities do not exist the carrier will charge a storage charge of cad 20.00 per day, or portion thereof

e) Service animals

1. First Air will accept for transportation without charge in the passenger compartment specifically trained, certified, accompanied service animals in the following categories;
  - a. Search and rescue dogs travelling for duty 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.
  - b. A service animal required to assist a person with a disability provided the animal is properly harnessed and certified as having been trained at a professional service animal institution, such animal will be permitted to accompany the person with a disability into the cabin and remain on the aircraft floor at the person's seat.
2. For the safety and comfort of all passengers, First Air staff (in consultation with the person with a disability) will determine where the person with a disability and service animals accepted under this rule will be seated.
3. Service animals do not require a muzzle.
4. First Air will not be responsible in the event any such animal is refused entry into or passage through any country. Except as may otherwise be provided for in this tariff, First Air will not be responsible in the event of injury, sickness or death of such animal.

f) Emotional Support Animals (ESA)

1. First Air respects individuals with emotional or psychiatric disabilities and their need for emotional support dogs to provide assistance and comfort during a flight. The following restrictions apply to Emotional Support Animals:
  - a. Must be a dog
  - b. Must not pose a threat to the comfort or safety of other travelers
  - c. Must not be more than fifteen (15) pounds
2. First Air also requires the following:
  - a. The passenger must notify First Air 48 hours prior to the flight. If under 48 hours, First Air will do their best to accommodate the request, however the flight could be limited to how many ESA can be accepted.
  - b. The mental/emotional disability must have been diagnosed by a mental health professional.
  - c. A letter must be provided from a licensed health care provider, confirming that the individual requires accommodation for air travel with an emotional support dog. The letter must:
    1. Include the health care professional's license number;
    2. Be dated within one year of the date of travel;
    3. Be on the health care provider's official letterhead
  - d. All documents must be carried on the individual's person during travel and must be provided to any airline, security or airport staff at any time it is requested.
3. The following rules will also apply to the passenger travelling with an ESA:
  - a. Dog must remain on the floor while the passenger is seated unless specifically required to be lap held.

## PASSENGER TARIFFS – GENERAL RULES

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- b. In the event the passenger requires to use the lavatory, the ESA must accompany the passenger and not be left unattended.
  - c. The passenger must take their assigned seat and not move within the cabin.
  - d. The dog must remain with the passenger they are on board to assist.
  - e. The dog must be leashed or harnessed during the entire flight and not tied to any part of the aircraft including if lap held.
  - f. The dog must be a size and breed that will not adversely affect safety as determined by First Air.
  - g. The dog must be harmless, inoffensive, and odorless and require no attention during flight.
  - h. The dog must wear a tag or vest indicating their designation as a service dog.
  - i. Passengers travelling with an ESA are responsible for all costs associated with damage or injury the animal may cause to airline property, airline staff or fellow travellers. Should there be any issue on a flight or a violation of the conditions outlined, the ESA will not be permitted future travel as an ESA on board First Air flights.
4. An ESA travelling without the individual requiring the accommodation is considered a pet and will be charged according to the provisions as outlined in rule 225 c) Live Animal Charges.
  5. A passenger travelling with an ESA will be assigned the following seats only and preferably the window seat. Seating at exits or exit rows is forbidden.
    - a. 737 Full Passenger configuration – Row 25, seats A, B or C
    - b. 737 Combi configuration – Row 12, seats A, B or C
    - c. ATR – Row 10, seats A or B
  6. At check-in, in the boarding area and while on board the aircraft prior to flight, the ESA will be denied travel if they pose any health and/or safety threat, appear ill, or exhibit any aggressive behavior (growling, barking, jumping, et cetera). The passenger has the option to check in the animal as a pet in cabin or pet in hold at that time.

## RULE 204 – INTERLINE / CODE-SHARE BAGGAGE ACCEPTANCE

### Interline / code share itineraries

In the case of any passenger travelling on flights operated by another carrier, inclusive of any code-share or shared designator flights marketed by the carrier or connecting to any interline carrier, the baggage allowance of the first operating carrier will apply for each direction of travel, unless otherwise specified at time of booking.

#### a) Applicability

This rule is applicable to all interline itineraries issued on a single ticket whose origin or ultimate ticketed destination is in Canada. It establishes how 7F will determine which carrier's baggage rules apply to any passenger's entire interline itinerary.

#### b) General

For the purposes of interline baggage acceptance:

1. The carrier whose designator code is identified on the first segment of the passenger's interline ticket will be known as the selecting carrier
2. Any carrier who is identified as providing interline transportation to the passenger by virtue of the passenger's ticket will be known as the participating carrier

#### c) Baggage rule determination by selecting carrier

##### 1. Checked baggage

The selecting carrier will:

- a. Select and apply its own baggage rules as set out in its tariff to the entire interline itinerary; or
- b. Select the most significant carrier, as determined by IATA resolution 302 and conditioned by the Canadian transportation agency, in order for that carrier's

## PASSENGER TARIFFS – GENERAL RULES

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baggage rules, as established in its tariff, to apply to the entire interline itinerary.

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

2. Carry-on baggage

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

d) Baggage rule application by participating carrier

Where 7F is not the selected carrier on an interline itinerary but is a participating carrier that is providing transportation to the passenger based on the ticket issued, 7F will apply as its own the baggage rules of the selected carrier throughout the interline itinerary.

e) Disclosure of baggage rules

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

1. For baggage rules provisions related to a passenger's 1<sup>st</sup> and 2<sup>nd</sup> checked bag and the passenger's carry-on baggage (i.e. the passenger's "standard" baggage allowance) when the passenger on any summary page at the end of an online purchase and on the passenger's itinerary/receipt and e-ticket at the time of ticketing the baggage information relevant to the passenger itinerary as set out in paragraph 2 below. The disclosed information will reflect the baggage rules of the selected carrier.
2. The carrier will disclose the following information:
  - a. Name of the carrier whose baggage rules apply;
  - b. Passenger's free baggage allowance and/or applicable fees;
  - c. Size and weight limits of the bags, if applicable;
  - d. Terms or conditions that would alter or impact a passenger's standard baggage allowances and charges (e.g. frequent flyer status, early check-in, pre-purchasing baggage allowances with a particular credit card)
  - e. Existence of any embargoes that may be applicable to the passenger's itinerary;
  - f. Application of baggage allowances and charges (i.e. whether they are applied once per direction or if they are applicable at each stopover point)
3. The carrier will provide this information in text format on the passenger's e-ticket confirmation. Any fee information provided for carry-on bags and the first and second checked bag will be expressed as specific charges (i.e. not a range).

f) Website disclosure

The carrier will disclose on its website, in a convenient and prominent location, a complete and comprehensive summary of all the carrier's own baggage rules, including information concerning:

1. The maximum weight and dimensions of passenger bags, if applicable, both checked and unchecked;
2. The number of checked and unchecked passenger bags that can be transported and the applicable charges;
3. Excess and oversized baggage charges;
4. Charges related to check in, collection and delivery of checked baggage;
5. Acceptance and charges related to special items, e.g. surf boards, pets, bicycles, etc.
6. Baggage provisions related to prohibited or unacceptable items, including embargoes;
7. Terms or conditions that would alter or impact the baggage allowances and charges applicable with a particular credit card;
8. Other rules governing treatment of baggage at stopover points, including passengers subject to special baggage allowances or charges etc.

**RULE 205 – 7F CHECKED AND CARRY-ON BAGGAGE**

Passengers may check baggage for carriage in the cargo compartment of the aircraft and/or may carry baggage on board the aircraft subject to the provisions in paragraph(s) (a) and (b) below. The suitability of baggage, as to weight, size, and character, to be carried in the passenger compartment of the aircraft will be determined by the carrier.

a) Checked baggage

Carrier will check baggage which is tendered by a passenger and which is acceptable under the terms of Rules 190, 195, and 200, upon presentation by a passenger of a valid ticket for transportation over the lines of that carrier, or over the lines of that carrier and one or more other carriers, subject to the conditions specified below.

1. Baggage must be checked at the city or airport office designated by the carrier and in advance of flight departure time as prescribed by the carrier.
2. The passenger's name must appear on the baggage. Carrier will supply baggage identification labels free of charge.
3. Baggage will not be checked:
  - a. To a point that is not on the passenger's routing;
  - b. Beyond the passenger's next point of stopover or, if there is no stopover, beyond a final destination on the ticket;
  - c. Beyond a point at which the passenger wants to reclaim the baggage at any portion thereof;
  - d. Beyond the point to which all applicable charges have been paid'
  - e. Beyond a point at which the passenger is to transfer to connecting flight, if that flight is scheduled to depart from an airport different from the one at which the passenger is scheduled to arrive;
  - f. Beyond a point of transfer to another carrier, if the passenger has declared the baggage to be more than 750.00CAD.
4. Live animals will not be checked beyond a point of transfer to another carrier except on interchange flights.

b) Delivery of checked baggage by carrier

1. Checked baggage will be delivered to the bearer of the baggage check upon payment of all unpaid sums due carrier under contract of carriage and upon return to carrier of the baggage (claim) tag(s) issued in connection with such baggage. Carrier is under no obligation to ascertain that the bearer of the baggage check and baggage (claim) tag is entitled to delivery of the baggage, and carrier is not liable for any loss, damage or expense arising out of or in connection with such delivery of the baggage. Except as otherwise provided in subparagraph (3) below, delivery will be made at the destination shown in the baggage check;
2. If the provisions of subparagraph (1) above, are not complied with by a person claiming the baggage, carrier will deliver the baggage only on condition that such person establishes to carrier's satisfaction his rights thereto, and if required by carrier, such person shall furnish adequate security to indemnify carrier for any loss, damage or expense which may be incurred by carrier as a result of such delivery;
3. At the request of the bearer of the baggage check and baggage (claim) tag(s), checked baggage will be delivered at the place of departure or an intermediate stopping place upon the same condition provided for in subparagraph (1) above, unless precluded by government regulations, or unless time and circumstances do not permit. In delivering baggage at the place of departure or at any intermediate stopping place, carrier shall be under no obligation to refund any charges paid.
4. Acceptance of baggage by the bearer of the baggage check and baggage (claim) tag(s) without written complaint at the time of delivery is presumptive evidence that the baggage and contents have been delivered in good condition and in accordance with the contract of carriage.

## PASSENGER TARIFFS – GENERAL RULES

5. Passengers who arrive at the airport of departure for check-in within 10 minutes of scheduled departure or who are traveling on a standby basis and are accepted for carriage will be advised that it may not be possible to load their checked baggage on the flight on which he/she has been accepted for carriage. Such baggage will be accepted only upon execution of a release, supplied by the carrier, which relieves the carrier from liability of any delivery charges resulting from failure of baggage to arrive on the flight on which the passenger travelled unless the carrier has failed to exercise ordinary standard of care in the carriage and delivery of the baggage.
- c) Carry-on baggage  
 When baggage is carried on board the aircraft it may be stored in carry-on compartments of aircraft so equipped or it must be retained in the passenger's custody and stored under a seat or in an overhead compartment approved for the carriage of such baggage. Carry-on baggage is subject to the following additional conditions.
1. Electronic devices as carryon baggage:  
 The following articles may be carried on board provided they meet the carryon baggage rules with respect to the number of pieces, dimensions, weight and storage and provided they are not operated on board during flight: portable telephone systems (transmitter/receiver); portable television sets; transmitters (walkie talkies); electronic games; portable am/fm radios. Should any of these devices be operated or should any other device in the possession of a passenger cause interference to aircraft navigational systems, the pilot in command or someone appointed by him may require the device to be turned off or may cause the device to be removed from the possession of the passenger for the duration of the flight.
  2.
    - a. Passengers are allowed up to two pieces of cabin baggage provided that when combined, cannot exceed the size limit stated below. NOTE: Carry-on baggage is not permitted on flights 7F830/7F831 operated by Kenn Borek. Passengers are still permitted to carry personal items.
    - b. Passengers may carry without additional charges, such articles of which include briefcases, typewriters, and heavy cameras when the weight thereof is included in the free baggage allowance.
  3. In addition, passengers may also bring along a single suit bag provided that when folded, can be stored in an overhead bin and not exceed the size limits stated below:  
Note: One (1) of the following items can be substituted for the garment bag:
    - a. One briefcase
    - b. One purse
    - c. One lap top type computer
  4. Size/weight limits

<b>BOEING 737</b>	<b>* ATR-42</b>
26CM X 46CM X 56CM	23CM X 41CM X 46CM
10" X 18" X 22" (INCHES)	9" X 16" X 18" (INCHES)
20LBS/10KG	20LBS/10KG

### RULE 220 – FREE BAGGAGE ALLOWANCE

- a) Maximum allowance  
 When a fare-paying passenger presents a valid ticket for transportation between points on a carrier's lines, the carrier will transport the passenger's baggage between such points without charge, subject to the conditions of acceptance in Rule 190, 195, and 200 and to the maximum in this rule.



## PASSENGER TARIFFS – GENERAL RULES

### 1. Piece allowance

The following table shows the basic allowance (quantity, weight, and size) of baggage that will be carried free by each carrier. Also included are items of sporting equipment and/or oversize items that will be carried free either in addition to the basic maximum or in lieu of one or more of the allowed pieces, as indicated. Exceptions and/or clarifying remarks are included.

The following are definitions of terms as used in the table below.

- a. The number of pieces that will be carried free and the maximum outside linear dimensions and weight of each piece are provided in the table. For the purpose of this rule, carryon baggage may be one or more pieces of baggage; if more than one piece, the combined outside linear dimensions must not exceed the stated maximum outside linear dimensions for carryon baggage,
- b. "Oversize" baggage is defined as a piece of baggage whose maximum outside linear dimensions exceed (158 cm) 62 in.
- c. "Overweight" baggage is defined as a piece of excess baggage whose weight is over 23 kgs.
- d. The term "one item" (used to describe certain articles to be carried free) is defined in Rule 195 for each article which is applicable.
- e. Duffel bag is defined as a canvas cylindrically shaped bag, folded and fastened at one end.
- f. Sea bag is defined as a canvas cylindrically shaped bag, closed at one end by means of draw ropes.
- g. A B-4 bag is defined as a suitcase-type handbag made of canvas with leather and metal bindings and fittings and with expandable canvas compartments on the two sides of the bag.

### MAXIMUM ALLOWANCE

	BASIC ALLOWANCE		SPORTING EQUIPMENT	OVERSIZE
PIECES	MAXIMUM DIMENSIONS BY AIRCRAFT TYPE	MAXIMUM TOTAL WEIGHT OF EACH PIECE	ONE ITEM OF ONE TYPE OF EQUIPMENT FREE IN ADDITION TO BASIC ALLOWANCE	ONE ITEM FREE IN LIEU OF FIRST & SECOND PIECE
1ST	158 CM	*23 KGS JET, TURBO AND JET/TURBO FLIGHTS THROUGH FLIGHTS	BOWLING FISHING SHOOTING SKIING	DUFFEL BAG SEA BAG B-4 BAG
<sup>2</sup> *CHARGES MAY APPLY	158 CM	*23 KGS JET, TURBO AND JET/TURBO FLIGHTS THROUGH FLIGHTS		
CARRY-ON	737:10X18X22 INCHES; 26X46X56 CM ATR:9X16X18 INCHES; 23X41X46 CM	N/A		
REMARKS: CARRY-ON MUST FIT UNDER THE AIRCRAFT SEAT				

### 2. Weight allowance

The basic allowance of baggage that will be carried free by the carrier is 23 kgs.



## PASSENGER TARIFFS – GENERAL RULES

3. Articles carried in addition to stated maximum in addition to the maximum allowances provided in paragraphs (1) and (2) above, each fare-paying passenger may carry, without additional charge, the following articles of baggage only when retained in the passenger's custody (except items (h), (i), (j), (k),):
- a. A handbag or pocketbook
  - b. An overcoat or wrap
  - c. A foot rug
  - d. An umbrella or walking stick
  - e. Camera and/or a pair of binoculars
  - f. Reasonable amount of reading matter for the flight
  - g. An infant's food for consumption en route
  - h. An infant's carrying seat or bassinet
  - i. A fully collapsible stroller (umbrella style)  
Exception: The collapsible stroller will be accepted as checked baggage only.
  - j. Collapsible wheel chair, crutches or braces on the same flight with an incapacitated passenger dependent on the device
  - k. For passengers travelling on 'VITOUR'/'VIHUNT' fares only; one of either a rod or rifle case or bow case

b) Pooled baggage

When two or more passengers traveling to the same destination on the same flight present themselves and their baggage at the same time and place, their maximum allowance will be the sum of their individual maximum allowances. Baggage in excess of the combined maximum allowance will be subject to the excess baggage charge.

### RULE 225 – EXCESS BAGGAGE CHARGES

Baggage in excess of the maximum allowance specified in Rule 220 (free baggage allowance) will be accepted for transportation only upon payment of excess baggage charges specified in this rule. Excess baggage charges will apply from the point at which baggage is accepted for transportation to the point to which baggage is checked or transported in the passenger compartment.

a) Applicable charges

Where the provisions of rule 220 indicate a maximum acceptable number of pieces of baggage that will be carried free, the piece(s) in excess of that maximum will be subject to the charges prescribed below, and oversize pieces will be subject to the charges prescribed below. Where the provisions of rule 220 indicate a maximum acceptable size per piece that will be carried free, pieces over the maximum acceptable weight per piece will not be accepted as baggage unless advance arrangements have been made with the carrier and the applicable priority air cargo rate has been paid. Where the provisions of rule 220 indicate a maximum weight of baggage that will be carried free, that weight in excess of that maximum will be subject to the charges prescribed in (b) below.

b) Excess charges-piece concept

Where the free allowance specified in rule 220 is a piece concept, the charge for each excess piece will be:

<b>EXCESS BAGGAGE CHARGES (MAXIMUM WEIGHT 23 KGS PER PIECE)</b>		
<b>BAGGAGE ALLOWANCE</b>	<b>THROUGH CUSTOMER CONTACT CENTRE</b>	<b>AT AIRPORT</b>
1 <sup>ST</sup> , CARRY-ON	FREE	FREE
2 <sup>ND</sup>	\$25.00 CAD	\$35.00 CAD
3 <sup>RD</sup>	\$60.00 CAD	\$75.00 CAD
4 <sup>TH</sup> , 5 <sup>TH</sup>	\$100.00 CAD EACH	\$100.00 CAD EACH
OVERSIZE (159-292 CM)	\$100.00 CAD EACH **	\$150.00 CAD EACH **
OVER 292 CM	SUBJECT TO ADVANCE ARRANGEMENTS WITH CARRIER. PRIORITY CARGO RATE WILL APPLY.	SUBJECT TO ADVANCE ARRANGEMENTS WITH CARRIER. PRIORITY CARGO RATE WILL APPLY.

## PASSENGER TARIFFS – GENERAL RULES

OVERWEIGHT 24-32KGS	\$25.00 CAD	\$25.00 CAD
OVERWEIGHT OVER 33KGS	\$100.00 CAD EACH ** SUBJECT TO ADVANCE ARRANGEMENTS WITH CARRIER. PRIORITY CARGO RATES APPLY.	\$150.00 CAD EACH ** SUBJECT TO ADVANCE ARRANGEMENTS WITH CARRIER. PRIORITY CARGO RATES APPLY.

**\*\* oversize & overweight charges not applicable for the 3rd, 4th or 5th piece.**

c) Live animal charges

Where a fare paying passenger with a valid ticket wishes to travel with a live animal in a cage, the carrier will accept such animal subject to the conditions of acceptance in rule 200.

Note: Charges will apply to each animal in a cage (prices vary depending on cage size) as follows:

CAGE SIZE	MAXIMUM SIZE	WEIGHT	CHARGE
<b>PETC</b>	737:10X18X22 IN OR 25X45X55 CM ATR:9X8X18 IN OR 22X20X46 CM	1 – 20 LBS	\$50.00
<b>SMALL</b>	21X16X15 IN OR 53X40X38 CM	1 – 20 LBS	\$100.00
<b>MEDIUM</b>	36X22.5X24 IN OR 91X57X61 CM	21 – 70 LBS	\$100.00
<b>LARGE</b> REFER TO 7F CARGO TARIFF SCR 0997	39X26X30 IN OR 99X66X76 CM"	71 – 100 LBS	\$135.00
<b>EXTRA LARGE</b> PERMITTED ONLY ON COMBI OR FREIGHTER REFER TO 7F CARGO TARIFF SCR 0998	48X32X35 IN OR 121X81X88 CM	OVER 100 LBS	\$225.00

Conditions of carriage of excess baggage

1. Live animals - see rule 200. Carrier will transport live animals on the same flight as the passenger.
2. Overweight baggage (21 - 45 kgs per piece) will always be subject to excess baggage charges shown under overweight baggage and carriage is subject to space being available on the same aircraft.
3. Oversize baggage (159 - 292 cm) will always be subject to excess baggage charges shown under oversize baggage and carriage is subject to space being available on the same aircraft.
4. Items weighing over 45 kgs per piece are not acceptable as baggage and must travel as air freight.
5. Except as noted in (b) (a) above, the carriage of all excess pieces is subject to the availability of space on board the aircraft. Excess baggage may be confirmed to travel on the same aircraft as the passenger upon payment of the priority cargo rate. ULE 230 – LIABILITY – BAGGAGE

1. Liability, if any, for the loss, damage, or delay in the delivery of a fare paying passenger's baggage or other property (whether checked or otherwise delivered into the custody of the carrier), shall be limited to an amount equal to the value of the property and shall not exceed the following maximum limitations for each fare paying passenger (unless passenger elects to pay for higher liability as provided for in paragraph (c) below). These limitations also shall apply to baggage or personal property accepted by the carrier for temporary storage at a city or airport ticket office or elsewhere before or after the passenger's trip.
2. Liability for the loss of, damage to, or the delay in delivery of, baggage or other personal property (whether checked or otherwise delivered into the care of the carrier - subject to acceptance as defined in rule 195) shall not be more than cad \$750.00 per passenger unless a higher value is declared in advance and

## PASSENGER TARIFFS – GENERAL RULES

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charges are paid pursuant to carriers regulations as defined in paragraph (c). In the event, the liability of the carrier shall be limited to such higher declared value. In no case shall the carriers liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss. These limitations shall also apply to baggage or other personal property (as previously defined in rule 195) accepted by the carrier for temporary storage at a city or airport office or elsewhere before or after the passengers trip.

Note: In lieu of monetary compensation, 7F may, at its option, offer to compensate the passenger with a credit valid for future transportation on 7F. The credit offered will be for a value equal to or greater than the monetary compensation due the passenger and the carrier shall inform the passenger of the amount of monetary compensation that would otherwise be due. The transportation credit shall be valid for travel only on 7F within one year from date of issue, and shall be non-endorsable and shall not be redeemable for cash except when the unused residual value of credit, after redeemed for travel, is 25.00CAD or less.

### 2. Exclusions from liability

1. Carrier shall not be liable for the loss, damage, or delay in delivery of fragile or perishable articles, money, jewelry, silverware, negotiable papers, securities, or other valuables, spirits, business documents, samples, liquids, food and other perishables; computers; prescription drugs; photographic equipment, video equipment, cellular telephones, artistic items, chinaware/ceramics/pottery; electronic and mechanical items; glass; musical instruments and equipment, paper (includes photographs/negatives/prints/historical documents/maps), sporting goods (tennis rackets, scuba gear, fishing rods, surfboards, sporting trophies such as animal antlers and horns) which are included in the passenger's checked baggage, with or without the knowledge of the carrier.
2. Carrier shall not be liable for injury, sickness, or death of any pet accepted for transportation. The owner of the pet assumes all responsibility for compliance with all governmental regulations and/or restrictions. Carrier is not responsible in the event any pet is refused passage into or through any country, state, or territory.
3. normal carrier liability as contained in rule 230 (a) will be waived for substantiated claims involving the loss, damage or delay in delivery of mobility aids such as wheelchairs, walkers, crutches, etc., when such items have been accepted into the care of the carrier as checked baggage or otherwise. See also rule 33 (e) (3).
4. In case of damaged or delayed mobility aids, e.g. wheelchairs and walkers, a temporary replacement will be obtained without undue delay while the passenger's mobility aid is being repaired or returned. See also rule 33 (e) (3).
5. Carrier shall not be liable for the loss, damage, or delay in delivery of a passenger's carry on items or cabin baggage unless caused solely by the carrier's negligent handling or a consequence of damage to the aircraft.
6. Carrier shall not be responsible for the following: nicks, scratches, missing pull straps, **damage to handles or pull handles**, zipper damage, scuff marks, damage to wheels, soiling, manufacturing defects, or damage resulting from over-packing or spillage of packed items.

### 3. Declaration of higher value

1. A passenger may, when checking in for a flight and presenting property for transportation, pay an additional charge (see chart below) for each carrier on

## PASSENGER TARIFFS – GENERAL RULES

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which the property is to be transported and declare a value higher than the maximum amounts specified in (a) above and up to the maximum specified in (2) below, in which event, carrier's liability shall not exceed such higher declared value.

Charge            additional amount of liability .50 per 100.00, or fraction thereof

Note: Any higher declared value shall not apply to money, jewelry, silverware, negotiable papers, securities, business documents, samples, paintings, antiques, artifacts, manuscripts, irreplaceable books or publications, or other similar valuables when such valuables are included in baggage checked or otherwise delivered into the custody of the carrier.

2. Limits on declared higher values
  - a. The declared value for personal property, including baggage, shall not exceed the limits of 1,000.00CAD.
  - b. When personal property, including baggage, is tendered for transportation via two or more carriers with different maximum limits on declared value, the lowest limit for any such carrier shall apply to all carriers participating in such transportation.

**RULE 235 – FAILURE TO OPERATE ON SCHEDULE**

(Applicable only to standby fares.)

- a) **Liability of carrier**  
Except to the extent provided in paragraph (b) of this rule, carrier shall not be liable for failing to operate any flight according to schedule or for changing the schedule of any flight, with or without notice to passenger.
- b) **Options of passengers**  
Whenever carrier fails to operate any flight according to schedule or changes the schedule of any flight, carrier will, at the request of the passenger:
  - 1. Transport the passenger on another of its flights on which space is available.
  - 2. Refund an amount determined in accordance with Rule 260 upon surrender of the unused portion of the ticket.

**RULE 240 – FAILURE TO OPERATE ON SCHEDULE OR FAILURE TO CARRY**

(Not applicable to standby fares)

- a) **General**  
The provisions of this rule apply only to a passenger who holds a confirmed reservation and has a ticket which he does not use for one/any of the reasons contained in this rule.
- b) **Definitions**  
For the purpose of this rule, the following terms have the meaning indicated below;
  - 1. Comparable air transportation means transportation provided by air carriers or foreign air carriers holding certificates of public convenience and necessity issued by the CTA or foreign permits issued by respective governments with whom 7F has interline traffic agreements.
  - 2. Connecting point means the point to which a passenger holds confirmed space on a 7F flight and out of which he/she holds/held confirmed space on 7F or another carrier with whom 7F has interline traffic agreements. All airports through which a city is served by any carrier shall be deemed to be a single connecting point when confirmed reservations are held between the delivering and receiving carriers.
  - 3. Delivering carrier means a carrier with whom 7F has interline traffic agreements on whose flight a passenger holds or held confirmed space to a connecting point.
  - 4. Misconnection occurs at a connecting point when a passenger holding confirmed space on an original receiving carrier is unable to use such confirmed space because the delivering carrier was unable to deliver him to the connecting point in time to connect with such receiving carrier's flight.  
**Note:** The same rules regarding delivering and receiving carrier responsibility apply at the subsequent point(s) of misconnection as would apply at the point of original misconnection.
  - 5. New receiving carrier(s) means a carrier or combination of connecting carriers, with whom 7F has interline traffic agreements, other than the original receiving carrier(s), operating between the point of misconnection and the destination or next point of stopover or connecting point shown on the passenger's ticket, on whose flight a passenger is transported from the connecting point.

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6. Original receiving carrier(s) means a carrier or combination of connecting carriers, with whom 7F has interline traffic agreements, on whose flight(s) a passenger originally held or holds confirmed space from a connecting point to a destination, next stopover or connecting point;
  7. Outbound flight means the flight on which a passenger originally held reservations on a connection basis to a point beyond that where the schedule irregularity of failure to carry occurs.
  8. Schedule irregularity includes any of the following occurring on the day of departure, but does not refer to disruptions resulting from labour disturbances and/or strikes:
    - a. Delay in scheduled departure or arrival of a 7F flight resulting in a misconnection, or
    - b. Flight cancellation, omission of a scheduled stop, or any other delay or interruption in the scheduled operation of 7F flights; or
    - c. Substitution of 7F equipment of a different class of service; or
    - d. 7F schedule changes which require rerouting of passenger who had not been given notice of the change, either directly or through his travel agent, prior to his arrival at the airport for check-in for the original flight.
- c) Schedule irregularity
1. When a passenger will be delayed due to a schedule irregularity involving a 7F flight, or the invocation of the provision of rule 35 (refusal to transport - paragraphs (1)(a), (b), (e)(ii), (h)(ii), (iii), & (iv), (j), (k), and (m) and/or rule 135 (cancellation of reservations – paragraph (a) with the exception of labour disturbances and/or strikes;
    - a. 7F will transport the passenger without stopover on the next flight on which space is available and in the same class of service as his original flight.
    - b. If 7F is unable to provide reasonable alternate transportation on its own services, 7F will, subject to the passenger's concurrence, try to arrange transportation on the services of other carriers or combination of carriers with whom 7F has interline traffic agreements for such transportation. In such cases, the passenger will be transported without stopover and at no additional costs to himself, in the same class of service as applied to this original outbound flight on 7F.
    - c. In the event that space on 7F is only available and used in a lower class of service than applied to the passenger's original flight(s), the difference in fares will be refunded in accordance with rule 260 (refunds-involuntary).
    - d. In the event 7F is unable to arrange alternate transportation acceptable to the passenger, 7F will refund the unused ticket or portions thereof in accordance with rule 260 (refunds-involuntary).
  2. Schedule irregularities – other airlines  
7F will accept a passenger who is being involuntary rerouted by another carrier, at no additional cost to the passenger, only in the same comparable booking class on 7F as applied to his transportation on the other carrier. In the event 7F is requested by the other carrier or the passenger to provide transportation in a booking class or class of service that results in a higher fare than was paid on the original ticket, such transportation will be provided only upon payment of the difference in fares for the affected flight coupon(s).



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d) Schedule changes

In the event a 7F schedule change requires the rerouting of a ticketed passenger, 7F will:

1. Reroute the passenger without stopover on its next available flight and in the same booking class as his original flight; or,
2. At the request of the passenger, reroute him without stopover on its next available flight in a different booking class/class of service, upon payment, by him, of the difference in fares for the affected flight coupon(s)
3. Refund the ticket or unused coupon(s) in accordance with rule 260 (refunds-involuntary).

e) Labor disruptions and strikes

1. in the event of a labour disruption and/or strike against 7F, by a 7F union, requires a passenger to be rerouted, 7F will;
    - a. Reroute the passenger without stopover on its next available flight and in the same booking class as his original flight ; or
    - b. At the request of the passenger, reroute him without stopover on its next available flight in a different class of service, upon payment, by him, of the difference in fares for the affected flight coupon(s).  
Exception: A passenger holding a discount type ticket will be upgraded to the next higher class of service, at no additional cost, only if that flight provides an earlier arrival at his destination, stopover or transfer point than the next flight on which space is available in the original class of service.
    - c. If 7F is unable to provide reasonable alternate transportation on its own services, 7F will, subject to the passenger's concurrence, try to arrange transportation on the services of another carrier or combination of carriers with which 7F has interline traffic agreements for such transportation. In such cases, the passenger will be transported without stopover and at no additional cost to himself, in the same/comparable booking class as applied to his original outbound flight on 7F.
    - d. Refund the ticket or unused coupon(s) thereof in accordance with rule 260 (refunds-involuntary).
  2. 7F will accept a passenger who is being involuntary rerouted by another carrier, at no additional cost to the passenger, only in the same/comparable booking class as applied on 7F to this transportation on the other carrier. In the event 7F is requested by either the other carrier or the passenger to provide transportation in a booking class or class of service that results in a higher fare than was paid on the original ticket, such transportation will be provided only upon payment of the difference in fares for the affected flight coupon(s).
- f) Except as provided in this rule, 7F shall not be liable for failing to operate any flight according to schedule or for changing, the schedule of any flight, with or without notice to the passenger.
- g) In addition to the provisions of this rule, in cases of scheduled irregularity within its control, 7F will offer:
1. For a schedule irregularity lasting overnight, or over 8 hours, hotel accommodations (subject to availability) and ground transportation between the airport and hotel. This service is only available for passengers who are in transit.

**RULE 245 – DENIED BOARDING COMPENSATION**

When 7F is unable to provide previously confirmed space due to their being more passengers holding confirmed reservations and tickets than for which there are available seats on that flight, 7F shall implement the provisions of this rule.

a) Definitions

For the purpose of this rule, the following definitions shall apply:

1. Airport is:
  - a. That at which the direct or connecting flight on which the passenger holds confirmed and ticketed reservations is scheduled to arrive; or
  - b. Another airport in the same metropolitan area as (a) which is also served by 7F and is acceptable to the passenger.
2. Alternate transportation is:

Air transportation by a carrier licensed by the CTA or other transportation used by the passenger which, at the time such arrangement are made, will provide for arrival at the passenger's destination or next point of stopover, within 4 hours of his originally scheduled arrival time.
3. Carrier means an air carrier, except a helicopter operator, holding a commercial air service license issued by the cta(a) authorizing the transportation of persons.
4. Comparable air transportation is provided by air carriers to passengers at no extra cost.
5. Confirmed space (reservations) is that which applies to a specific 7F flight, date, and fare type as requested by a passenger and which is verified in 7F's reservations system and is so noted on his ticket.
6. Oversold is that condition which is the result of there being more passengers with confirmed reservations and tickets than there are seats available on a flight.
7. Stopover is a deliberate interruption of journey requested by the passenger which is scheduled to exceed four hours at a place between the points of origin and destination.
8. Ticket lift point/boarding area is the point where the passenger's flight coupon is lifted and retained by 7F.

b) Request for volunteers

1. From among the confirmed passengers, 7F will request volunteers to relinquish their seats in exchange for compensation as defined in (e).
2. Once a passenger has voluntarily relinquished his seat, he will not later be involuntarily denied boarding unless he was advised at the time he volunteered of such possibility and the amount of compensation of which he would be entitled.
3. The request for volunteers and the selection of passengers to be denied boarding shall be in a manner solely determined by 7F.

c) Boarding priorities

1. If a flight is oversold, no passenger may be involuntarily denied boarding until 7F has first requested volunteers to relinquish their seats.
2. In the event there are not enough volunteers, other passengers may be involuntarily denied boarding in accordance with 7F's boarding priority policy. Passengers with confirmed reservations, who have not received a boarding pass, will be permitted to board in the following order until all available seats are occupied:

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- a. Passengers with disabilities (and attendants), unaccompanied children less than 12 years of age, and others for whom, in 7F's assessment, failure to carry would cause severe hardship.
  - b. Passengers paying full economy fares, and tour conductors accompanying a group.
  - c. All other passengers; these passengers will be accommodated in the order in which they present themselves for check-in and boarding.
- d) Transportation for passenger denied boarding  
A passenger who has been denied boarding, either voluntarily or involuntarily, will be provided transportation in accordance with the following:
1. The passenger will be transported without stopover on the next available 7F flight on which space is available, regardless of the class of service, and at no additional cost to him.
  2. Should 7F not be able to provide onward transportation, acceptable to the passenger, on the services of 7F, transportation via the services of another carrier(s) with whom 7F has interline ticketing agreements will be provided as follows:
    - a. The passenger will be accommodated in the class of service and/or booking class applicable to his transportation on 7F. Transportation in a different class of service and/or booking class will be provided without additional cost to the passenger only if it will provide for an earlier arrival at his destination or next point of stopover.
- e) Compensation  
In addition to providing transportation in accordance with (d), a passenger who has been denied boarding will be compensated by 7F as follows;
1. Conditions for payment
    - a. The passenger must present himself for carriage at the appropriate time and place;
      - i. Having complied fully with 7F's applicable reservations, ticketing, check-in and reconfirmation procedures; and,
      - ii. Being acceptable for transportation in accordance with 7F's published tariffs.
    - b. It must not have been possible to accommodate the passenger on the flight on which he held confirmed reservations and the flight must have departed without him.
- Exception:
1. The passenger will not be eligible for compensation:
    - i. If he is offered a seat in a compartment of the aircraft other than that specified on his ticket at no extra charge to him. (should he be seated in a compartment for which a lower fare applies, he shall be entitled to the appropriate refund), or,
    - ii. If his reservation has been cancelled pursuant to rule 135 (cancellation of reservations) (b) failure to occupy space, or (c) airport check-in time limits, or,
    - iii. When the flight on which he holds a confirmed and ticketed reservation is cancelled or space has been requisitioned by the government or medical authorities for emergency transportation; or,
    - iv. If, for operational and safety reasons, his aircraft has been substituted with one having lesser capacity

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- v. If the passenger can be accommodated on another flight which departs within four hours of the scheduled departure of the flight on which boarding has been denied.
- 2. Amount of compensation  
Subject to the provisions of (e)(1), 7F will tender liquidated damages in the amount of 100.00CAD cash, or a credit voucher (good for future travel on 7F) in the amount of 300.00CAD. If accepted by the passenger, such tender will constitute full compensation for all actual or anticipatory damages, incurred or to be incurred. In the event insufficient funds are available for immediate cash payment a request for the issuance of a cheque will be made from head office via facsimile.
- 3. Time of offer of compensation
  - a. Compensation will be offered to, and if accepted, receipted by the passenger on the day and at the place denied boarding occurs.
  - b. In the event the alternate transportation departs before the offer can be made, if shall be made by mail or other means within 48 hours after the time the failure to accommodate has occurred.
- f) Notice provided passengers  
The following written notice shall be provided all passengers who are involuntarily denied boarding on flights for which they hold confirmed reservations.

### Compensation for denied boarding

If you have been denied boarding on a First Air flight for which you held confirmed and ticketed reservations, you are probably entitled to monetary compensation. This notice explains First Air's obligations and your rights in the case of an oversold (more confirmed and ticketed passengers than there are available seats) flight, in accordance with First Air's published tariffs.

### Volunteers and boarding priorities

When a flight is oversold no passenger may be denied boarding until First Air has request volunteers from among the confirmed and ticketed passengers to relinquish their seats in exchange for a payment of First Air's choosing. In the event there are not enough volunteers, other passengers may be involuntarily denied boarding in accordance with First Air's boarding priority policy. Passengers with confirmed reservations, who have not received a boarding pass, will be permitted to board in the following order until all seats are occupied:

- a) Passengers with a physical disability, unaccompanied children under 12 years of age and other for whom, in First Air's assessment, failure to carry would cause severe hardship.
- b) Passengers paying full economy (Y) class fares.
- c) All other passengers, including tour conductors accompanying a group. These passengers will be accommodated in the order in which they present themselves for check-in and boarding.

### Compensation for involuntary denied boarding

If you are denied boarding involuntarily, you are entitled to denied boarding compensation unless:

- 1. You have not fully complied with First Air's applicable reservation, ticketing, check-in, and reconfirmation procedures or you are not acceptable for transportation in accordance with First Air's published tariffs: or,

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2. You are denied boarding because the flight is canceled or smaller capacity aircraft was substituted for safety or operational reasons; or,
3. You are denied boarding because of government requisition of space, or due to emergency medical transportation; or,
4. You are offered accommodation in a compartment of the aircraft other than specified on your ticket, at no extra charge. (If seated in a compartment for which a lower fare applies, you must be given the appropriate refund).

### Amount of denied boarding compensation

If you are eligible for denied boarding compensation, you must be offered a monetary payment 100.00CAD (payable by cash or cheque) or a credit voucher good for future travel on First Air in the amount of 300.00CAD.

### Method of payment

If you qualify for denied boarding compensation, First Air must make arrangements to provide you payment by cheque, draft or a credit voucher good for future travel on First Air for the amount specified above, on the day and at the place the involuntary denied boarding occurs. Should you be offered alternate transportation which is at your convenience but which departs before the payment arrangements can be made, it will be sent to you within 48 hours.

### Passenger's options

Acceptance of the compensation (by endorsing the cheque or draft or not returning the credit voucher to First Air within 30 days of issuance) relieves First Air limited from any further liability caused by our failure to honour your confirmed and ticketed reservations. However, you may decline the payment and seek to recover damages in a court of law or in some other manner within thirty (30) days from the date on which the denied boarding occurred.

## **RULE 255 – REROUTING – WHEN ALLOWED/VOLUNTARY**

- a) Subject to specific fare provisions, 7F will reroute a passenger at his request upon presentation of his ticket or unused portion thereof.
- b) Fare applicable to rerouting or change in destination
  1. In accordance with (2) below, a passenger may change the routing and/or the ultimate destination endorsed on his ticket provided, however, that after commencement of travel a one way ticket shall not be converted into a round trip, circle trip, or open jaw ticket.
  2. Except as otherwise provided in rule 240 (failure to operate on schedule), when the passenger request a rerouting and/or change in ultimate destination prior to arrival at such destination, the new fare and charges shall be those that would have applied had the revised routing and/or ultimate destination applied to the original ticket.

## **RULE 260 – REFUNDS – INVOLUNTARY**

The amount 7F will refund upon surrender of the unused portion of the passenger's ticket, pursuant to rules 35 (refusal to transport), rule 50 (acceptance of children), or rule 240 (failure to operate on schedule or failure to carry), will be:

- a) If no portion of the ticket has been used, an amount equal to the fare(s) and charges paid. the carrier will refund an amount equal to the fare and charges paid.
- b) If a portion of the ticket has been used:

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1. One-way fares - an amount equal to the lowest comparable one way selling fare applicable to the booking class(es) on the ticket from point of termination to the destination named on the ticket or the point from which transportation is to be resumed;
2. Round, circle and open jaw trip fares – an amount equal to 50 percent of the round trip fare, calculated at the same level of discount used for the original fare(s) on the ticket, from the point of termination to the destination or the point from which transportation is to be resumed; via,
  - a. The routing specified on the ticket, if the point of termination was part of that routing; or,
  - b. The direct routing of any carrier operating between the point of termination and the destination named on the ticket or the point from which transportation is to be resumed, if the point of termination was not part of the original routing.
3. If no fare of the type paid by the passenger is published between the point of termination and the destination or the point from which transportation is to be resumed, the refund shall be the same proportion of the normal economy (y) fare published between the point of termination and destination or the point from which transportation is to be resumed, as was applicable to the original fare.
4. Cancellation penalties: in the event of the death or illness of the passenger, an immediate member of his immediate family or a travelling companion, cancellation penalties will be refunded.



**RULE 270 – REFUND – VOLUNTARY**

a) General

When rules 35 (refusal to transport), rule 50 (acceptance of children) or rule 240 (failure to operate on schedule) are not applicable, the carrier which issued a ticket, or any carrier named in the routing shown on a ticket will, at the request of the passenger, and upon surrender of the unused portion of this ticket, refund to the passenger on the following basis:

1. If no portion of the ticket has been used, the refund will be an amount equal to the fare and charges applicable to the ticket issued to the passenger, less any applicable cancellation penalties.
2. If a portion of the ticket has been used, the refund will be an amount equal to the fare and charges applicable to the ticket issued to the passenger and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket, including any applicable cancellation penalties.
3. Refund will be made in accordance with (1) or (2) above provided application has been made no later than six months after the expiration date of the ticket.

b) Person to whom refund is made.

Except as provided below, 7F will refund in accordance with this rule to the person named as the passenger on the ticket. Exception:

1. Tickets issued in exchange for a prepaid ticket advice (pta) and/or miscellaneous charge order (mco) will be refundable only to the purchaser of the pta and/or mco.
2. Tickets issued against a credit card honoured by 7F will be refunded only to the account of the person to whom such credit card was issued.

Exception: Tickets refundable to persons other than passenger: if at the time of purchase, the purchaser designates on the ticket another person to whom refund should be made, the refund will be made to the person so designated. A refund made in accordance with this procedure to a person representing himself as the person so designated in the ticket or exchange order shall be deemed a valid refund and the carrier will not be liable to the true passenger for another refund.

c) Lost tickets

When a passenger loses his/her ticket, or the unused portion thereof, 7F will make a refund to the passenger upon his/her request, subject to the following conditions, provided the original ticket was issued by 7F:

1. Replacement ticket

If a passenger wishes to commence or continue his journey, a new ticket must be purchased for the lost ticket or portion for the intended journey on the following basis:

- a. Except as provided in (b) below, the replacement ticket will be issued for the lost portion of the journey at the fares and conditions applicable for the portion of the journey on the date of purchase of the replacement ticket.
- b. If the complete routing, type of fare(s) and amount(s) paid for the original ticket can be determined from the passenger's reservations record, the replacement ticket will be issued for the lost portion of the journey based on the fare(s) and conditions used to purchase the original ticket.

2. Refund of lost ticket

- a. If no portion of the original ticket has been used, and
  - i. The passenger has purchased a new ticket covering the same transportation as that covered by the lost ticket, the refund will be an

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- amount equal to the fare and charges paid for such new ticket, less any carrier compensation fee for changes, if applicable, and less the service charge specified in (c)(4).
- ii. The passenger has not purchased a new ticket covering the same transportation as that covered by the lost ticket, the refund will be an amount equal to the fare and charges paid, less any carrier cancellation fees, if applicable and the service charge specified in (c)(4).
  - b. If a portion of the ticket has been used, and
    - i. The passenger has purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket, the refund will be an amount equal to the fare and charges paid for such new ticket, less any carrier compensation fee for changes, if applicable, less the service charge specified in (c)(4).
    - ii. The passenger has not purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket, the refund will be an amount equal to the difference between the fare and charges paid, less any carrier cancellation fees, if applicable, and the service charge specified in (c)(4).
3. Application for refund
- a. Application for refund of a lost ticket or portion must be made to the general office of carrier on forms prescribed by the carrier for such refund not later than one month after the expiration date of the lost ticket.
  - b. The refund will not be made in less than 60 days after receipt of the application and will be made only provided that the lost ticket or portion has not previously been honoured for transportation or refunded to any person and provided further that the person to whom the refund is made agrees, on the application for prescribed by carrier, to indemnify carrier for any loss or damage which it may sustain by reason of such refund.
4. Service charge  
Carrier will impose a service charge of cad 100.00 per ticket for handling such request for replacement or refund of a lost ticket.
5. Aged refunds  
In addition to other applicable charges, 7F will assess of 65.00CAD service charge for tickets if when the ticket is presented for refund it is later than:
- a. One year from the date transportation begins from point of origin on the original ticket for partially used tickets, or
  - b. One year from the date of issue of the original ticket if no portion of the ticket is used.

The above is restricted to a maximum of 2 years after which 7F will not accept any ticket for refund.

**RULE 272 – REFUNDS IN CASE OF DEATH**

The following provisions apply to non-refundable tickets and to tickets with cancellation fees when transportation is cancelled due to death of a passenger, a member of his immediate family, or a travelling companion.

- a) Prior to commencement of travel: upon surrender of unused tickets, full refund of the fare and charges paid will be made.
- b) After commencement of travel: upon surrender of the unused portions of the ticket, the refund will be an amount equivalent to the difference, if any, between the fare and charges paid, less the one-way economy fare applicable to transportation used.
- c) Refund will only be made upon presentation of the death certificate to 7F.

**RULE 275 – REFUNDS INVOLVING FOREIGN CURRENCY**

Export control carrier reserves the right to refuse to make any refund authorized by this tariff in a currency other than that used in the purchase of the ticket to be refunded or at a place other than that at which payment for such ticket was made.

**RULE 500 – FIRST AIR SHARED DESIGNATOR**

- a) The carriers identified below operate the flights indicated using the 7F designator with the consent of 7F.

<u>CARRIER</u>	<u>FLIGHT SERIES</u>
KENN BOREK AIR LTD	7F830-7F831
AIR TINDI LTD	7F124-7F125
	7F152-7F153
SUMMIT AIR	7F953-7F954-7F958