

**SCHEDULED AND NON-SCHEDULED INTERNATIONAL TARIFF**  
**RULES, RATES & CHARGES**  
**APPLICABLE**  
**FOR THE**  
**TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS**  
**BETWEEN**  
**POINTS IN CANADA ON THE ONE HAND**  
**AND**  
**POINTS OUTSIDE CANADA ON THE OTHER**  
**“INCLUDING OPERATIONS AT A TOLL PER UNIT**  
**BETWEEN AUTHORIZED POINTS”**

**Issued by:**

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**EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS**

(A)	Denotes Increase
(C)	Denotes change which results in neither increases or reductions
(N)	Denotes addition
(R)	Denotes reduction
(X)	Denotes cancellation
\$	Dollar(s)
%	Percent
CAD	Canadian
Cont'd	Continued
CTA (A)	Canadian Transportation Agency
Cy.	Currency
N/A	Not Applicable
No.	Number

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**RULE 1 DEFINITIONS**

<b>“Advance Arrangement”</b>	Means that the shipper is required to first contact Provincial Airlines Limited to determine if a particular shipment is acceptable for carriage.
<b>“Agency”</b>	Means Canadian Transportation Agency (CTA) (A).
<b>“Air Waybill”</b>	Means a non-negotiable air-bill of the required number of copies, covering the cargo transported by Provincial Airlines Limited subject to this tariff.
<b>“Ambulatory”</b>	Means a person who is able to move about within an aircraft unassisted.
<b>“Animals”</b>	Scheduled service includes cats and dogs only. Charter services accepts live animals to include cats, dogs, reptiles, birds, etc.
<b>“Assistant”</b>	A person who travels with a person with a disability and is fully capable of providing a service to the disability that is not usually provided by Provincial Airlines Limited’s staff.
<b>“Baggage”</b>	Means any good that is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.
<b>“Baggage Tag”</b>	Means those portions of the ticket which provide for the carriage of passenger(s) checked baggage and which are issued by Provincial Airlines Limited as a receipt for passenger(s) checked baggage.
<b>“CTA (A)”</b>	Means the <i>Canada Transportation Act</i> , 1996, as amended from time to time.
<b>“Canada”</b>	Means the ten provinces of Canada, the Yukon Territory and Districts and Islands comprising the Northwest Territories of Canada and Nunavut.
<b>“Carrier”</b>	Means Provincial Airlines Limited.
<b>“Charter Flight”</b>	Means the movement of an aircraft with payload from the point of take-off to the first point of landing thereafter (intermediate technical or fuel stops excepted).
<b>“Charterer”</b>	Means a person, firm, corporation, association, partnership, or other legal entity who agrees to hire the complete capacity of one or more aircraft of Provincial Airlines Limited for the transportation of passengers and baggage, or goods and/or property from a specified origin to a specified destination for a particular itinerary agreed upon in advance.
<b>“Checked Baggage”</b>	Means baggage of which Provincial Airlines Limited takes sole custody and for which Provincial Airlines Limited issues a baggage identification tag.
<b>“Check-in Deadline”</b>	Is the time limit specified by Provincial Airlines Limited by which the passenger must have completed check-in formalities and received a boarding pass.
<b>“Destination”</b>	Means the point to which the passenger or goods to be transported on a flight is bound.

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<b>“Force Majeure”</b>	Means an event, the cause or causes of which are not attributable to the willful misconduct or gross negligence of Provincial Airlines Limited, including, but not limited to (i) earthquake, flood, hurricane, explosion, fire, storm, epidemic, other acts of God or public enemies, war, national emergency, invasion, insurrection, riots, strikes, picketing, boycott, lockouts or other civil disturbances, (ii) interruption of flying facilities, navigational aids or other services, (iii) any laws, rules, proclamations, regulations, orders, declarations, interruptions or requirements of or interference by and government or governmental agency or official thereof, (iv) inability to produce materials, accessories, equipment or parts from suppliers, mechanical failure to the aircraft, or (v) the actions of third parties including government or air traffic control, airport authorities, security agencies, law enforcements or Customs and Immigration officials, or (vi) any other cause or circumstance whether similar or dissimilar, seen or unforeseen, which Provincial Airlines Limited is unable to overcome.
<b>“Goods”</b>	Means anything that can be transported by air, including animals, other than in plane-load and baggage.
<b>“Infant”</b>	Means children under the age of 2 years at the commencement of travel and carried free of charge by an adult sharing the same seat as the infant. Proof of age must be provided and is restricted to one infant per adult passenger.
<b>“International Service”</b>	Means scheduled or non-scheduled air services for the transportation of passengers and goods between, from and to points within Canada on the one hand and points outside of Canada on the other hand.
<b>“Involuntary Refunds”</b>	Means a refund of an unused ticket or portion thereof or an unused miscellaneous charges order required as a result of Provincial Airlines Limited cancelling a flight, failing to operate a flight according to schedule, failing to stop at a point which the passenger is destined or it ticketed to stop over, or causing the passenger to miss a connecting flight or where, because of safety or legal requirements or the condition or conduct of the passenger, carriage is refused.
<b>“Irregular Operation”</b>	Means any of the following irregularities which occur on the day of departure, but does not include disruptions resulting from labour disturbances and/or strikes: <ul style="list-style-type: none"> <li>a) delay in scheduled departure or arrival of Provincial Airlines Limited’s flight resulting in a misconnection, or</li> <li>b) flight cancellation, omission of a scheduled stop, or any delay or interruption in the scheduled operation of Provincial Airlines Limited’s flights, or</li> <li>c) substitution of equipment, or</li> <li>d) schedule changes which require rerouting a passenger who has not been given notice of the change prior to the passenger’s arrival at the airport to check in for the original flight.</li> </ul>

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<b>“Itinerary”</b>	Means, a schedule setting forth the name of the relevant passenger(s), the flight, flight number, class of flight, flight times, as well as the Origin and Destination of the flight issued to a passenger on payment of the appropriate rates and charges in respect of that flight.
<b>“Miscellaneous Charge Order (MCO)”</b>	Is a document which may be used as a future travel voucher valid from one year from the date of issuance. This document may also, for instance, be issued for residual value of a ticket, collection of miscellaneous charges, refundable balances or compensation provided in the case of a denied boarding situation.
<b>“Misconnection”</b>	Occurs at a connection point when a passenger holding confirmed space is or will be unable to use the accommodation out of the connecting point because Provincial Airlines Limited was unable to deliver him/her to the connecting point in time to connect with the other flight due to late arrival of his/her flight at the connecting point, or cancellation of his/her flight at point of origin or enroute.
<b>“Montreal Convention”</b>	Means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Montreal, May 28, 1999.
<b>“Non Ambulatory”</b>	A person who is not able to move about within an aircraft unassisted.
<b>“Non Self Reliant”</b>	A person who is not self reliant.
<b>“Origin”</b>	Means the point from which a charter flight commences with passengers or goods to be transported.
<b>“Outbound Flight”</b>	Means the flight on which a passenger originally held confirmed space beyond the point where the schedule irregularity or failure to carry or misconnection occurs.
<b>“Overbooking/ Oversold”</b>	Is the result of selling more seats than the available number of seats on a flight.
<b>“Passenger”</b>	Means any person, except member of the crew, carried or to be carried in an aircraft with the consent of Provincial Airlines Limited pursuant to a charter agreement.
<b>“Passenger Liability”</b>	Means the legal liability of Provincial Airlines Limited to any passenger or other person in respect of a passenger, arising from Provincial Airlines Limited's operation, ownership or possession of an aircraft, for: <ul style="list-style-type: none"> <li>a) injury to or death of persons who are passengers;</li> <li>b) loss suffered or sustained by a passenger or other person as a result of Provincial Airlines Limited's inability to perform, in whole or in part, the air service contracted for;</li> <li>c) damage to or loss of goods in Provincial Airlines Limited's charge; or</li> <li>d) losses due to any delay in delivery of any goods in Provincial Airlines Limited's charge.</li> </ul>
<b>“Person with a Disability”</b>	Includes any person who, by virtue of a locomotor, sensory, intellectual, or other impairment, requires services or assistance beyond those normally offered by Provincial Airlines Limited.

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<b>“Positioning”</b>	Means the movement of an aircraft without payload to position the aircraft to perform a charter flight or upon completion of a charter flight to position the aircraft to a point required by Provincial Airlines Limited.
<b>“Reroute”</b>	Means to issue a new ticket covering transportation to the same destination as, but via a different routing than that designated on the ticket, or portion thereof, then held by the passenger or to honor the ticket or portion thereof then held by the passenger for transportation to the same destination as, but via a different routing than that designated thereon.
<b>“Reservation”</b>	Is the record, either in paper form or electronic form, of the accommodation held by a passenger on a given flight. The reservation would specify the date and times of travel, flight number and the class of service to be provided to the passenger.
<b>“Round Trip”</b>	Means any trip, the ultimate destination of which is the point or origin and which is made in both directions.
<b>“Routing”</b>	Means Provincial Airlines Limited(s) and/or the cities and/or class of service and/or type of aircraft via which transportation is provided between two points, as specified in this tariff.
<b>“Self Reliant”</b>	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.
<b>“Service Animal”</b>	Means an animal that is required by a person with a disability for assistance and is certified, in writing, as having been trained by a professional service animal institution to assist a person with a disability and which is properly harnessed in accordance with standards established by a professional service animal institution.
<b>“Shipment”</b>	Means a single consignment of one or more pieces, from one shipper at one time at one address, receipted for in one lot and moving on one airbill to one consignee at one destination address.
<b>“Shipper”</b>	Means the same as consignor.
<b>“Stopover”</b>	Means a deliberate interruption of a journey by the passenger, agreed to in advance by Provincial Airlines Limited, at a point between the place of departure and the place of destination unless the published fare includes a stopover.
<b>“Tariff”</b>	Means this tariff of terms and conditions of carriage applicable to the provision of International and ancillary services thereto.
<b>“Term Charter”</b>	Means a charter for a specified number of consecutive days or months or a combination thereof.

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<b>“Traffic”</b>	Means any passengers or goods that are transported by air.
<b>“Voluntary Refunds”</b>	Means a refund of an unused or partially used ticket or an unused miscellaneous charge order (MCO) for reasons other than those mentioned under the definition of an involuntary refund.
<b>“Voucher”</b>	Means a monetary credit provided either in electronic format to a passenger that may be used toward future travel services or the provision of the incidental services such as meals, ground transportation, and hotel accommodation.
<b>“Warsaw Convention”</b>	Means the convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929 as amended but not including the Montreal Convention as defined above.

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**RULE 2 APPLICATION OF TARIFF**  
***Scheduled Service & Charter Service***

1. This Tariff is applicable to the transportation of passengers and their baggage or goods in charter/scheduled service on aircraft operated by Provincial Airlines Limited.
2. Service will be furnished under the terms of this tariff only after an appropriate written charter agreement, in the form prescribed by the charterer and Provincial Airlines Limited.
3. Transportation originating in Canada shall be subject to the rules, rates and charges published and referred to in this tariff in effect, by virtue of the effective date of each page, on the date of signing of the charter agreement.
4. The contents of this tariff form part of the charter contract between Carrier and Charterer and in the event of any conflict between this tariff and the charter contract this tariff shall prevail unless departure from the tariff has been authorized by the CTA(A).
5. Application of `Traveler's Rights` Provisions (See Rule 83)

In the event of a conflict between Traveler's Rights Provisions and those of any other rule in this tariff, the Traveler's Rights Provisions rule shall prevail, except with respect to Force Majeure.

The Traveler's Rights Provisions do not make the airline responsible for acts of nature or the acts of third parties. Provincial Airlines Limited is legally obligated to maintain the highest standards of aviation and cannot be encouraged to fly when it is not safe to do so. Similarly, Provincial Airlines Limited cannot be held responsible for inclement weather or the actions of third parties such as acts of government or air traffic control, airport authorities, security agencies, law enforcement or Customs and Immigration officials.

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**RULE 3      AVAILABILITY OF EQUIPMENT AND SPACE**  
***Scheduled Service & Charter Service***

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

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**RULE 4 CONDITIONS OF CARRIAGE**  
***Scheduled Service & Charter Service*****Space and Weight Limitations**

1. **Scheduled Service:** Passengers and baggage or goods will be carried within space and weight limitations of the aircraft.

**General Conditions of Acceptance of Checked and Unchecked Baggage**

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

**Checked Baggage**

(a) Once Provincial Airlines Limited takes possession of the passenger's checked baggage, the carrier will issue a baggage identification tag for each piece of checked baggage. A portion of this tag will be provided to the passenger and each bag will be affixed with the corresponding remaining portion of the tag.

(b) Checked baggage will be carried on the same aircraft as the passenger unless the baggage is delayed or Provincial Airlines Limited decides that it is impractical to carry the baggage on the same aircraft. In case of delay, the carrier will take necessary steps to inform the passenger on the status of the baggage, ensure the passenger has their incidentals covered and arrange to deliver the baggage to the passenger as soon as possible unless applicable laws require the presence of the passenger for customs clearance.

(c) If a passenger exceeds the maximum number of bags permitted and/or the maximum weight allowed for each bag or the maximum dimensions permitted for each checked or carried on bag (Reference Table VI), the passenger will be subject to the excess baggage charges set out in Table VI.

**Unchecked Baggage (Carry-on baggage)**

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

(b) Unchecked baggage must fit under the seat located in front of the passenger or in the enclosed storage compartment in the passenger cabin of the aircraft.

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## 2. Charter Service

### Capacity Limitations

The charterer will be charged for the complete capacity of the aircraft, regardless of the space to be utilized, provided that any space not utilized by the charterer may, with the written concurrence of the charterer and the approval of the CTA(A) be used by Provincial Airlines Limited for the transportation of the carrier's own personnel or cargo or for employees of another air carrier traveling pursuant to a pass interchange agreement.

### Exclusions from Liability – Passengers

3. Subject to the limits of liability contained in this tariff, Provincial Airlines Limited will be exempted from liability due to any failure to perform any of its obligations under Carrier's charter agreement arising from:
- i) Labour disputed or strikes, whether of Carrier's employees or of others upon whom Provincial Airlines Limited relies for the fulfillment of the Charter agreement, and
  - ii) "Force Majeure", or any other causes not attributable to the willful misconduct of carrier including accidents to, or failure to aircraft or any part thereof, of any machinery or apparatus used in connection therewith. Refusal of any Government or public body on whatsoever ground to grant Carrier any clearance, licence, right or other permission necessary to the performance of Carrier's charter agreement is deemed to be included in the term "Force Majeure". Provided, always, that in the event of such failure, Carrier will use its best efforts to fulfill its obligations including the provision of alternate means of transport.

### Refusal to Transport - Passengers

4. Notwithstanding anything to the contrary herein contained, Provincial Airlines Limited reserves the right to refuse to board or transport or remove from an aircraft at any time, any person if such refusal or removal is, in the carrier's reasonable discretion, necessary or desirable for reasons of the health, comfort and safety of that person, passengers, the carrier's employees or agents, the aircrew, the aircraft or the safe operation of the aircraft, or is otherwise necessary or desirable to prevent violation of any applicable law, regulation or order of any governmental authority of those jurisdictions where the aircraft shall be flown from, to or over. Provincial Airlines Limited may, in its reasonable discretion, impose those sanctions described in part 6 of this

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rule, including the imposition of conditions in respect of future travel or the imposition of a temporary, indefinite, or permanent travel ban on a passenger who has engaged in any conduct or behavior more fully described in part 6. In particular, without limiting the generality of the foregoing, the following rules apply with respect to the boarding or transportation of passengers by the carrier.

### **Prohibited Conduct and Sanctions**

6. Provincial Airlines Limited may impose sanctions on any person who engages in or has engaged in any conduct or behavior on the carrier's aircraft, or to the knowledge or reasonable belief of the carrier, on any airport property or other carrier's aircraft, that the carrier determines, in its reasonable judgment, may have a negative effect on the safety, comfort or health of that person, passengers, carrier's employees or agents, aircrew or aircraft or the safe operations of Provincial Airlines Limited's aircraft (the "Prohibited Conduct").
- A. Examples of Prohibited Conduct that could give rise to the imposition of sanctions include:
- significant impairment arising from the consumption or use of alcohol or drugs prior to boarding or while on board an aircraft of Provincial Airlines Limited;
  - engaging in belligerent, lewd or obscene behavior toward a passenger or employee or agent of Provincial Airlines Limited;
  - threatening, harassing, intimidating, assaulting or injuring a passenger or employee or agent of Provincial Airlines Limited;
  - tampering with or willfully damaging an aircraft, its equipment or other property of Provincial Airlines Limited;
  - failing to comply with all instructions, including all instructions to cease Prohibited Conduct, given by Provincial Airlines Limited's employees;
  - unauthorized intrusion or attempted intrusion onto the flight deck of an aircraft;
  - smoking or attempted smoking in an aircraft;
  - wearing or carrying dangerous or deadly weapons on aircraft (other than on duty escort or peace officers who have complied with Provincial Airlines Limited's guidelines).
- B. The sanctions Provincial Airlines Limited may impose on a person may be one or a combination of the following:
- written or verbal warning; refusal to permit boarding of an aircraft;
  - removal from an aircraft at any point;

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- requiring the person, to undertake in writing to refrain from repeating the Prohibited conduct in question and from engaging in any other Prohibited Conduct as a prerequisite to further travel with Provincial Airlines Limited during the probationary period that will not normally exceed one year;
- refusal to transport the person on a one time basis, for an indefinite period or permanently, as determined by the carrier.

Provincial Airlines Limited reserves the right, in its reasonable discretion, to impose the sanction it considers inappropriate considering the severity of the Prohibited Conduct as described above. This may entail the imposition of an indefinite or permanent ban from travel with the carrier. The carrier accepts no responsibility for the repatriation expenses of an individual who has been refused carriage under the above terms.

### **Refusal of Carriage – Baggage or Shipments**

7. Provincial Airlines Limited shall refuse to carry any articles that it has reasonable grounds for believing:
- a) Will endanger the safety of the aircraft, crew, passengers, or any property;
  - b) Are shipped contrary to any governmental regulations;
  - c) Are liable to cause damage to the aircraft or to baggage or goods on board the aircraft or injury to persons on board the aircraft.

Provincial Airlines Limited shall refuse to carry improperly packed or otherwise defective baggage or goods.

Provincial Airlines Limited is not liable for its refusal to transport any passenger or for its removal of any passenger in accordance with the preceding paragraphs of this rule but will, at the request of the passenger, refund in accordance with *Rule 33, "Refunds", 1. Involuntary*.

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**RULE 5      CURRENCY**  
***Scheduled Service and Charter Service***

1. All monetary amounts published in the Tariff are stated in terms of lawful currency of Canada.
2. Charges are payable in Canadian currency or in any other currency acceptable to Provincial Airlines Limited in an amount equivalent to the Canadian dollar amount computed on the basis of the currently effective banker's buying rate.

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**RULE 6      INCIDENTAL TRAFFIC**  
***Charter Service***

1. In this section, “incidental traffic” means passengers, baggage and goods other than those of a charterer/customer for which no arrangement has been made prior to the commencement of a charter flight.
2. Every carrier shall accept incidental traffic for carriage on an aircraft where:
  - a) The charterer’s/customer’s use of aircraft will not be adversely affected;
  - b) The agreement of the charterer is obtained.

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**RULE 7      RESPONSIBILITY OF CARRIER**  
***Scheduled Service & Charter Service***

1. Provincial Airlines Limited will be responsible for the furnishing of transportation only over its own lines. When the carrier undertakes to issue a ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier (whether or not such transportation is part of a through service) Provincial Airlines Limited will act only as agent for such other carrier and will assume no responsibility for the acts or omissions of such other carrier.
2. The shipper is obligated to comply with all customs regulations and other governmental regulations of any country flown from, to, or over relating to the packing, carriage and delivery of goods, including the furnishing of such information and documents as may be necessary to meet such requirements; however, Provincial Airlines Limited is under no obligation to inquire into the correctness or sufficiency of required information, documents, or marking.

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**RULE 8      SPACE FOR PROVINCIAL AIRLINES LIMITED'S USE**  
*Charter Service*

Any capacity in the aircraft not being utilized by the charterer may be used by Provincial Airlines Limited for the carriage of its own personnel, baggage, or goods upon customer verbal consent.

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**RULE 9      TRAFFIC DOCUMENTS**  
***Scheduled Service & Charter Service***

1. Provincial Airlines Limited shall issue:
  - a) With respect to each passenger, an individual passenger ticket, manifest, or other similar document;
  - b) In respect of baggage, a baggage tag, manifest or other similar document, which may be combined with the passenger document; and
  - c) In respect of goods, a manifest, air waybill, bill of landing or other similar document.
  
2. The charterer shall provide Provincial Airlines Limited with all reasonable information, facilities and assistance in the issuing and delivery of traffic documents.

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**RULE 10      LIMITATIONS OF LIABILITY**  
***Scheduled Service & Charter Service*****Laws and Provisions Applicable****Liability in the case of death or bodily injury of a passenger**

1. Provincial Airlines Limited shall be liable under Article 17 of the Warsaw Convention or Montreal Convention, whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:
  - (a) The carrier shall not be able to exclude or limit its liability for damages not exceeding 113,100 Special Drawing Rights (SDR) for each passenger.
  - (b) The carrier shall not be liable for damages to the extent that they exceed 113,100 SDR for each passenger if Provincial Airlines Limited proves that:
    - (i) Such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents; or
    - (ii) Such damage was solely due to the negligence or other wrongful act or omission of a third party.
  - (c) The carrier reserves all other defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to such claims including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that Provincial Airlines Limited shall not invoke Articles 20 and 22(1) of the Warsaw Convention in a manner inconsistent with paragraphs 1 and 2 hereof.
  - (d) With respect to third parties, Provincial Airlines Limited reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity.
  - (e) The carrier agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the passenger.

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2. In cases of bodily injury or death, Provincial Airlines Limited shall make an advance payment where the carrier determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a passenger as provided in the following paragraphs:
- (a) Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the carrier shall, without delay, make the advance payment to the passenger in an amount or amounts determined by the carrier in its sole discretion. In the event of death of a passenger, the amount of the advance payment shall not be less than 16,000 SDR which shall be paid to a representative of the passenger's next of kin eligible to receive such advance payment as determined by the carrier in its sole discretion.
  - (b) Provincial Airlines Limited shall make the advance payment as an advance against the carrier's liability under the Warsaw Convention, or the Montreal Convention, whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the passenger.
  - (c) Provincial Airlines Limited, in making an advance payment, does not waive any rights, defenses, or limitations available under the Warsaw Convention, or the Montreal Convention, whichever may apply, to any claim, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.
  - (d) Provincial Airlines Limited, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be a voluntary contribution or contractual payment on the part of the carrier.
  - (e) Provincial Airlines Limited may recover an advance payment from any person where it is proven that the carrier is not liable for any damage sustained by the passenger, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.

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**Liability in the case of passenger delay**

3. Provincial Airlines Limited shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:
- (a) Provincial Airlines Limited shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.
  - (b) Airport, air traffic control, security, and other facilities or personnel, whether public or private, not under the control and direction of Provincial Airlines Limited are not servants or agents of the carrier, and Provincial Airlines Limited is not liable to the extent the delay is caused by these kinds of facilities or personnel.
  - (c) Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply. They include foreseeable compensatory damages sustained by a passenger and do not include mental injury damages.
  - (d) Provincial Airlines Limited reserves all defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply to claims for damage occasioned by delay, including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention. Under the Montreal Convention, the liability of Provincial Airlines Limited for damage caused by delay is limited to 4,694 SDR per passenger. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.

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

4. Provincial Airlines Limited is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage, as provided in the following paragraphs:
- (a) Except as provided below, the liability of the carrier is limited to 1,131 SDR, for each passenger in the case of lost baggage. This amount will be paid after the baggage has been lost for 10 days and over.

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Unless the passenger proves otherwise:

- (i) All baggage checked by a passenger shall be considered to be the property of that passenger;
  - (ii) A particular piece of baggage, checked or unchecked, shall not be considered to be the property of more than one passenger; and
  - (iii) Unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.
- (b) If a passenger makes, at the time checked baggage is handed to Provincial Airlines Limited, a special declaration of interest and has paid a supplementary sum, if applicable, the carrier will be liable for destruction, loss, damage, or delay of such checked baggage in an amount not exceeding the declared amount, unless the carrier proves that the declared amount is greater than the passenger's actual interest in delivery at destination. The declared amount, and the carrier's liability, shall not exceed the total amount of declaration permissible under the carrier's regulations, inclusive of the limitation of paragraph (B)4(a) hereof. In the case of transportation under the Warsaw Convention, no supplementary sum shall apply unless the declared amount exceeds 19 SDR per kilogram of the total recorded weight of the checked baggage at the time the baggage is handed to the carrier.
- (c) In the case of unchecked baggage, Provincial Airlines Limited is liable only to the extent the damage resulted from its fault, or that of its servants or agents.
- (d) Provincial Airlines Limited is not liable for destruction, loss, damage, or delay of baggage not in the charge of Provincial Airlines Limited, including baggage undergoing security inspections or measures not under the control and direction of the carrier.

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- (e) Provincial Airlines Limited reserves all defenses and limitations available under the Warsaw Convention and the Montreal Convention, whichever may apply to such claims including, but not limited to, the defense of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention, and the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that Provincial Airlines Limited shall not invoke Article 22(2) and 22(3) of the Warsaw Convention in a manner inconsistent with paragraph 1 hereof. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.

### **Mobility aids**

**Note:** Notwithstanding the normal carrier liability as contained in this rule, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid.

### **Service animals**

Should injury or death of a Service Animal result from the fault or negligence of Provincial Airlines Limited, Provincial Airlines Limited will undertake to provide expeditiously, and at its own expense, medical care for or replacement of the service animal.

### **Time Limitations on Claims and Actions**

Under the Warsaw Convention and the Montreal Convention, whichever may apply, an action for damages must be brought within two years, and a complaint must be made to Provincial Airlines Limited within seven calendar days in the case of damage to baggage, and 21 calendar days in the case of delay thereof.

### **Notices**

Provincial Airlines Limited will provide each passenger whose transportation is governed by the Warsaw Convention or the Montreal Convention with the following notice:

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**Advice to International Passengers on Carrier Liability**

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that international treaties known as the Montreal Convention, or its predecessor, the Warsaw Convention, including its amendments, may apply to the entire journey, including any portion thereof within a country. For such passengers, the treaty, including special contracts of carriage embodied in applicable tariffs, governs and may limit the liability of Provincial Airlines Limited in respect of death or injury to passengers, and for destruction or loss of, or damage to, baggage, and for delay of passengers and baggage."

For services provided in the EU, Provincial Airlines Limited will use the following Notice in addition to the preceding notice:

**“Limits of liability: the applicable limits of liability for your journey on a flight ticketed by this carrier are:**

1. There are no financial limits for death or bodily injury and the air carrier may make an advance payment to meet immediate economic needs of the person entitled to claim compensation;
2. In the case of destruction, loss of, or damage or delay to baggage 1,131 SDR, per passenger in most cases. You may benefit from a higher limit of liability for loss of, damage or delay to baggage by making at check-in a special declaration of the value of your baggage and paying any supplementary fee that may apply. Alternatively, if the value of your baggage exceeds the applicable limit of liability, you should fully insure it before you travel;
3. In the case of delay to your journey, 4,694 SDR, per passenger.

**If your journey also involves carriage by other airlines, you should contact them for information on their limits of liability.”**

**Overriding Law**

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

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**Modification and Waiver**

No agent, servant or representative of Provincial Airlines Limited has the authority to alter, modify, or waive any provisions of the content of carriage or this tariff.

**Gratuitous Transportation**

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

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**RULE 11      LIABILITY FOR CHARGES**  
***Scheduled Service***

The shipper and consignee shall be liable, jointly, and severally, for all unpaid charges payable on account of a shipment pursuant to this Tariff including, but not confined to, sums advanced or disbursed by a carrier on account of such shipment.

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**RULE 12 EXCLUSIONS FROM LIABILITY RESPECTING GOODS**  
***Scheduled Service & Charter Service***

1. Unless caused by its negligence, Provincial Airlines Limited shall not be liable for:
  - a) Any difference in weight or quantity of goods from shrinkage, leakage, or evaporation; or
  - b) Loss of or damage to goods occurring after the expiration of forty-eight (48) hours, exclusive of statutory or customary holidays, from the time of oral or written notice to the consignee of the arrival of the goods at the airport or landing area serving the destination of the goods.
2. Provincial Airlines Limited shall not be liable for loss of or damage to any goods caused or contributed to by:
  - a) Acts of God, perils of the air, state enemies, public authorities acting with actual or apparent authority of law, quarantine, riots, strikes, civil commotions, or hazards or dangers incidents to a state of war.
  - b) The act or default of the charterer/customer/shipper, consignee or owner.
  - c) The nature of the goods or any defect in the goods or any characteristic or inherent vice therein.
  - d) Violation by the charterer/customer/shipper, consignee or any other party claiming an interest in the goods, of any of the terms and conditions contained in this Tariff or in any other applicable Tariff including, but without being limited to, failure to observe any of the terms and conditions relating to goods not acceptable for transportation or goods acceptable only under certain conditions.
  - e) Improper or insufficient packing, securing, marking, or addressing.
  - f) Acts or omissions of warehousemen, customs, or quarantine officials or other persons other than the carrier or its agents, in gaining lawful or unlawful possession of the goods, or occurring after the expiration of forty-eight (48) hours, exclusive of Statutory or Customary holidays, from the time of oral or written notice to the consignee of the arrival of the goods at the airport or landing area serving the destination of the goods.
  - g) Compliance with delivery instructions from the charterer/customer or consignee.

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3. Provincial Airlines Limited shall not be liable for loss, damage, deterioration, destruction, theft, pilferage, delay, default, misdelivery, non-delivery or any other result not caused by the actual negligence of itself, or its agents, servants or representatives acting within the scope of their authority, or not occurring on its own line or in its own service, or for any act, default, negligence, failure, or omission of any other carrier or any other transportation organization.
4. Provincial Airlines Limited shall not be liable for any loss of money, bullion, bonds, coupons, jewelry, precious stones, valuable papers or other articles of extraordinary value unless such articles are specifically declared to Provincial Airlines Limited in writing, but the carrier shall not be liable in any event for such articles enclosed in or shipped as baggage.
5. Provincial Airlines Limited shall not in any event, be liable for any consequential or special damages arising from transportation whether or not the carrier had knowledge that such damages might be incurred.
6. Provincial Airlines Limited shall not be liable for loss or damage caused by or to liquids, or fragile or perishable articles enclosed in or shipped as baggage.
7. Provincial Airlines Limited shall not be liable for any claims unless written notice thereof is given at the head office of Provincial Airlines Limited within the period prescribe by *Rule 58, "Claim Procedure – Goods"*
8. Provincial Airlines Limited will not be liable for any loss or damage to live animals when caused by fire, lightning, windstorm, water damage, crash, or collision.

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**RULE 13 SCHEDULES**  
***Scheduled Service & Charter Service******SCHEDULED SERVICE***

1. Provincial Airlines Limited will use its best effort to transport the passenger and his/her baggage at the times indicated in its timetable.
2. Times shown in timetables or elsewhere are approximate and not guaranteed and form no part of the contract of carriage. Schedules are subject to change without notice and the carrier assumes no responsibility for the passenger making connections. The carrier will not be responsible for errors or omissions either in timetables or other representation of schedules. No employee, agent or representative of Provincial Airlines Limited is authorized to bind the carrier by any statement or representation regarding the dates or times of departure or arrival, or of the operation of any flight.
3. Provincial Airlines Limited will not guarantee and will not be held liable for cancellations or changes to flight times that appear on passengers' tickets due to force majeure. However, in the case of international transportation, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay.
4. Provincial Airlines Limited will make reasonable efforts to inform passengers of delays and schedule changes and, to the extent possible, the reason for the delay or change.
5. It is always recommended that the passenger communicate with the carrier either by telephone, electronic device or via Web site or to refer to airport terminal displays to ascertain the flight's status and departure time.

***CHARTER SERVICE***

Provincial Airlines Limited shall use its best efforts to carry the passengers and baggage with reasonable dispatch. Times shown in charter contracts, passenger tickets, or elsewhere, are not guaranteed and form no part of the charter contract. Flight times are subject to change without notice.

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**RULE 14 FAILURE TO OPERATE ON SCHEDULE**  
***Scheduled Service***

1. When a passenger who has a ticket and a confirmed reservation is delayed on/or misses a connection because of:
  - a) A schedule irregularity such as a change in the schedule of a flight, delay in arrival or departure time, omission of a scheduled stop, or cancellation of a flight.
  - b) Inability to provide previously confirmed space; or
  - c) Cancellation of the passenger's reservation pursuant to *Rule 31, "Reservations" Number 2. Cancellation*, Provincial Airlines Limited will:
    - i. Transport the passenger on another of its flights on which space is available at no additional cost to the passenger; or
    - ii. Reroute the passenger only over its own lines to the destination, next stopover point or transfer point shown on its portion of the ticket, without stopover, at no additional cost to the passenger; or
    - iii. Refund in accordance with *Rule 33, "Refunds" Number 1. Involuntary*.
2. Except to the extent provided in this rule, no carrier will be liable for failing to operate any flight according to schedule or for changing the schedule of any flight, with or without notice to the passenger.

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**RULE 15 OPERATION, INTERRUPTION OR CANCELLATION OF  
SERVICE*****Scheduled Service & Charter Service***

1. Provincial Airlines Limited shall have exclusive operational control over all aircraft and the contents and crew thereof.
2. Every person who is provided with transportation on a Provincial Airlines aircraft shall comply with all the terms and conditions of the carrier, and all persons and property aboard the carrier aircraft shall be subject to the authority of the Pilot-in-Command.
3. The carrier may:
  - a) Cancel or terminate a service or any flight at any time;
  - b) Return to base or to the last point of landing; or
  - c) Divert or land at an intermediate point.

When such action is deemed by Provincial Airlines Limited to be necessary owing to the unserviceability of the aircraft, weather conditions, or other conditions beyond the control of the carrier.

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**RULE 16     ROUTING AND REROUTING – GOODS**  
***Scheduled Service & Charter Service***

1. Carrier, in the exercise of due diligence and in order to protect all property accepted for transportation, will determine the routing of any shipment.
  
2. Carrier reserves the right to deviate from any route shown on the air waybill and to forward, when necessary, in its opinion, to expedite delivery via any air carrier or other transportation agency at the rate prescribed by such agency provided that when either of the foregoing rights is exercised, the transportation charges shall be no greater than the air freight charges from origin to destination via the route shown on the Air waybill.

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**RULE 17 REROUTING – PASSENGER**  
***Scheduled Service***

A fare applies only to:

(1) Transportation via the routing specified by Provincial Airlines Limited in reference to that fare.

Any other routing may subject the passenger to an additional charge.

(2) Transportation between the airports. Tickets may not be issued or accepted for transportation that will either originate or terminate at an airport other than the airport for which the fares are published.

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**RULE 18     SPLIT CHARTERS**  
*Charter Service*

Provincial Airlines Limited shall enter into a charter with one charterer only at one time and shall not permit the resale of space at a Toll Per Unit, but when the charterer and persons other than the carrier wish to use the aircraft jointly, the carrier, if requested by the charterer, may accept payment of the charter charges from the charterer and such other persons on any basis of apportionment agreed to between the parties.

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**RULE 19    STOPOVERS**  
***Scheduled Service***

Stopovers are not permitted as defined in Rule 1.

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**RULE 20 SUBSTITUTION OF AIRCRAFT****Scheduled Service**

If, for any reason, Provincial Airlines Limited must substitute an aircraft with another aircraft being of the same type of equipment or different, the carrier will assign to the passenger the same or an equivalent seat in the same class of service on the replacement aircraft.

If these options are not suitable to the passenger, Provincial Airlines Limited will offer to either fly the passenger on the services of another carrier with whom the original air carrier has a commercial agreement and provided space is available or, if alternate transportation is not available, refund the unused portion of the passenger's ticket.

Should the alternate transportation proposed by Provincial Airlines Limited not meet the passenger's satisfaction, the unused portion of the passenger's ticket(s) will be refunded. The refund will be made to the purchaser of the ticket(s). The form of refund will be the same form used as payment of the ticket(s).

**Charter Service**

1. When owing to causes beyond the control of Provincial Airlines Limited the chartered aircraft is unavailable at the time the service commences or becomes unavailable while carrying out the charter, the carrier may furnish another aircraft of the same type or, with the consent of the charterer, substitute any other type of aircraft at the rates and charges applicable to the aircraft originally chartered except as provided in Subsection (a) and (b).
  - a) When a substituted aircraft is capable of a larger payload than the aircraft originally chartered, the payload carried in the substituted aircraft shall not be greater than the payload that would have been available in the aircraft originally chartered, unless the charterer agrees to pay the rates and charges applicable to the substituted aircraft.
  - b) When the maximum payload of a substituted aircraft is smaller than the maximum payload of the aircraft originally chartered, charges shall be based on the rates and charges applicable to the type of substituted aircraft.

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**RULE 21 APPLICATION OF FARES**  
***Scheduled Service***

1. Transportation is subject to the 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.
2. Where a through fare is specifically published via the desired routing from point of origin to point of destination such fare is applicable over such route notwithstanding that it is higher or lower than the combination of intermediate fares via such routing.

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**RULE 22 CONSTRUCTION OF FARES NOT PUBLISHED**  
***Scheduled Service***

When the fare between any two (2) points is not specifically published such fare will be constructed by combining those fares applicable via the desired routing from the passenger's point of origin, which produce the lowest fare, provided however, that:

1. If the fare so constructed exceeds the fare applicable to or from a more distant point via the same routing, the fare applicable to or from such more distant point will apply.
2. If a fare constructed for a trip interrupted by travel other than via carrier exceeds the applicable through fare for uninterrupted travel via the same routing, the applicable through fare will apply.

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**RULE 23    FARES FOR MEDICAL PASSENGERS**  
***Scheduled Service***

Medical fares are available on the computer from the Director of Flight Operations and on computers at each Provincial Airlines Limited ticket counters.

The passenger traveling for medical reasons must be in possession of a doctor's letter stating that they are traveling for a medical appointment. If the passenger requires a medical assistant, the assistant will be charged the same fare as the Medical passenger. See *Rule 64, "Carriage of Medical Assistants (Assistant Travel)"*

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**RULE 24    FARES FOR COMPASSIONATE TRAVEL**  
***Scheduled Service***

A discounted fare (based on YCOMP fare round trip travel only) as outlined in *Table VII*, is given to any passenger traveling due to a death or imminent death of an immediate family member.

The following information must be provided at the time of booking a reservation:

1. Name of dying/deceased immediate family member.
2. Relationship of dying/deceased to passenger.
3. In the case of death:

Memorial/funeral to be held at –

<i>Name of Institution</i>	<i>Address</i>	<i>Phone #</i>	<i>Date</i>
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In the case of the imminent death:

<i>Name</i>	<i>Address</i>	<i>Phone #</i>	<i>of attending physician:</i>
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*And*

*Location of dying immediate family member (i.e. hospital).*

In the case of a compassionate refund request after travel the passenger must request the refund through our reservations department.

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**RULE 25 ONE PERSON, ONE FARE**  
***Scheduled Service***

1. When a passenger requests additional seating, Provincial Airlines will provide additional seating at no charge to passengers with a physical or mental disability who require additional seating for themselves, including those determined to be functionally disabled by obesity.

This does not apply to:

- persons with disabilities or others who prefer to travel with a companion for medical reasons;
- persons with disabilities who require a personal care assistant at destination, but not in-flight, and
- persons who are obese but not disabled as a result of their obesity.

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**RULE 26    FARES FOR PASSENGERS ON STRETCHERS**  
*Scheduled Service*

Provincial Airlines does not accept passengers on stretchers on its scheduled service.

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**RULE 27    FARES FOR ROUND TRIPS**  
*Scheduled Service*

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

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**RULE 28    FARES FOR SENIORS**  
***Scheduled Service***

A discounted fare (based on the available fare) as outlined in *Table VII* is available for passengers sixty (60) years and over. This discount is also available to a travel companion of any age.

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**RULE 29    FARES FOR STUDENT STANDBY**  
***Scheduled Service***

A discounted fare is available on the computer from the Director of Flight Operations and at each computer located at each Provincial Airlines station.

Passengers traveling on a student standby fare must present a student ID. There is no age limit for students who present a valid student ID.

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**RULE 30     DISPOSITION OF FRACTIONS WHEN COMPUTING CHARGES  
RE: WEIGHT OF BAGGAGE, CARGO SHIPMENT, CUBIC  
DIMENSIONS**  
*Scheduled Service & Charter Service*

1. Fractions of pounds will be assessed at the charge for the next higher pound.
2. In computing rates or charges, fractions of less than one-half cent will be dropped and fractions of one-half (1/2) cent or more will be considered as one (1) cent.
3. Before computing cubic dimensions, fractions of less than one-half inch will be dropped and fractions of one-half inch or more will be considered as one inch.

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**RULE 31 RESERVATIONS**  
***Scheduled Service*****1. General**

A reservation for space on a given flight is valid when the availability and allocation of the space is entered into Provincial Airlines Limited's reservation system and a confirmation number/code is obtained which authenticates the reservation.

Provincial Airlines Limited will only issue an electronic ticket against a valid reservation. Subject to payment or other satisfactory arrangements, an electronic ticket will be issued to the passenger by the carrier or agent of the carrier indicating that the passenger is holding confirmed space for the flight(s) shown on the ticket. The ticket will only apply between the points named on the ticket that are presented.

A passenger who is holding an unused open-date ticket or portion of that ticket or an MCO for onward travel, or who wishes to change his or her reservation for another date, will not be entitled to any preferential right to secure a new reservation.

**2. Cancellation**

- a) Carrier will cancel the reservation of any passenger whenever such action is necessary to comply with any governmental regulation, or to comply with any governmental request for emergency transportation in connection with the national defense, medical evacuation, or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control (force majeure).
- b) If the passenger fails to occupy space which has been reserved for him/her on a flight and Provincial Airlines Limited fails to receive notice of the cancellation of such reservation prior to the departure of such flight, Provincial Airlines Limited will cancel such reservation and all other reservations for continuing or return space.
- c) If a carrier does cancel a passenger's reservation due to 2a, the passenger may take advantage of the provisions under Traveler's Rights Provisions Rule 83.
- d) Carrier is not liable when it cancels the reservation of any passenger in accordance with 2.b of this rule.

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**RULE 32     TICKETS**  
***Scheduled Service*****1. General**

- a) No person shall be entitled to transportation except upon presentation of a valid ticket and photo identification.
- b) The term ticket means the electronic confirmation generated by Provincial Airlines Limited's central reservations system, or confirmation number, baggage check, boarding passes and any document designated by the carrier as a ticket and accompanying notices that incorporate this contract into carriage.
- c) Tickets are not transferable and carrier is not liable to the owner of a ticket for honoring or refunding such ticket when presented by another person.

**2. Extension of Ticket Validity**

- a) The period of validity for transportation will be one (1) year from the date the ticket was purchased, or if no portion of the ticket is used, from the date of issuance of the original ticket.
- b) If the passenger is prevented from traveling within the period of validity of his/her ticket because Provincial Airlines Limited:
  - cancels the flight upon which the passenger holds the confirmed space,
  - omits a schedule stop, provided this is the passengers place of departure, place of destination, or place of stopover,
  - fails to operate a flight reasonably according to schedule,
  - Substitutes a different class of service,
  - Is unable to provide previously confirmed space.

Provincial Airlines Limited will extend the validity of the passenger's ticket until the passenger can travel on the first flight of the carrier, in the class of service in which the passenger's fare was paid, and for which space is available.

**Lack of space**

If the passenger who is in possession of a ticket is prevented from traveling within the period of validity of his/her ticket because Provincial Airlines Limited is unable to provide space, the validity of the passenger's ticket will be extended until he/she can be re-accomodated on the first flight which has space available in the same class of service which the passenger originally paid to travel.

**For Explanations of Abbreviations and Symbols See Page 7**

**Medical reason**

Is the passenger is unable to commence travel due to medical reasons, Provincial Airlines Limited will extend the period of validity beyond the original validity expiry date for a maximum of three months. A ticket can only be extended once and the extension must be requested within 30 days prior to the expiry date of the original ticket validity. The medical reason must be certified by a physician specifying that the passenger is prevented from commencing his/her journey before his/her original ticket expires.

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**RULE 33 REFUNDS**  
***Scheduled Service***

The passenger must present to Provincial Airlines Limited or its authorized agent, an itinerary/receipt, a record locator, or a reservation number as satisfactory proof that the passenger has unused portions of a ticket which are eligible for refund.

Provincial Airlines Limited will make a refund to the person who purchased the ticket.

Acceptance of a refund by the passenger will release the carrier from further liability.

In any instance where refunds are appropriate, Provincial Airlines Limited will process requests in a timely manner and refund the fare in the original form of payment. The carrier will process refund requests within 10 business days for credit card purchases, cash or cheque transactions.

**1. Involuntary**

1. Involuntary refunds are not subject to any restrictions contained in the applicable fare rule.
2. If no portion of a ticket has been used, the amount of refund will be equal to the fare and charges paid.
3. If a portion of the ticket has been used, the amount refunded to the purchaser will be the one that results in the most generous amount using one of the following methods:
  - (a) The difference between the fare paid and the fare for transportation actually used or to be used; or,
  - (b) Provided that the point where travel terminated was on the passenger's routing as shown on the original ticket and the routing remains unchanged, the passenger will be refunded the difference between the one way fare applicable to the unused transportation from the point where the passenger terminated travel to the destination or next stopover point as named on the ticket or to the point at which transportation is to be resumed less the same rate of discount, (if travel is on a discount fare) that was applied to the original one way fare (including all charges).

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If the passenger was travelling on a round trip or circle trip ticket, the amount refunded would be based on the rate of discount of one half of the round trip fare; or,

- (c) If the point where the passenger terminated travel was not on the routing specified on the ticket, the refund will be based on the lowest applicable fare of any air carrier operating between the point where the passenger terminated travel to the destination or next stopover point named on the ticket or to the point at which transportation is to be resumed.
4. Involuntary refund of tickets shall be made in the currency used to issue the ticket and in the country where the ticket was purchased, whenever possible.

## 2. Voluntary

1. Voluntary refunds will be based on the applicable fare at the time of ticket issuance, and the refund will be made in accordance with any restrictions contained in the applicable fare rule.
2. Voluntary refunds will be made only by Provincial Airlines Limited which originally issued the ticket or its authorized agent.
3. If no portion of a ticket has been used, the refund will be full amount of the fare paid less any cancellation fee and/or service charge.
4. If a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used, less any cancellation fee and/or service charge.
5. Voluntary refund of tickets shall be made in the currency used to issue the ticket and in the country where the ticket was purchased, whenever possible.
6. Non-refundable tickets can be exchanged for a future ticket for up to one year from the ticket issue date as long as the reservation is cancelled on or before the first travel date on the ticket and subject to change fee and additional collection based on fare basis.

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### 3. Refunds in the Case of Death

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

1. Refunds in the case of death are not subject to any restrictions contained in the applicable fare rules.
2. If no portion of a ticket has been used, the amount of refund will be equal to the fare and charges paid.
3. If a portion of the ticket has been used, the refund will be equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used and will not be subject to any cancellation fee and/or service charge.
4. Refunds will only be made upon presentation of the unused coupon(s) and death certificate, or a copy duly executed by the competent authorities (i.e. those designated to issue a death certificate by the applicable laws of the country concerned), in the country in which the death occurred.
5. In the case of death of the passenger, the refund will be made to the estate of the passenger.

### 4. Refusal to Refund

1. Provincial Airlines Limited may refuse to refund the passenger's ticket if that ticket is presented for refund after its validity has expired.

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**RULE 34    APPLICATION OF RATES AND CHARGES**  
*Charter Service*

Term charters are subject to daily minimums of three (3) hours per day at 25 days per month or the actual mileage charge flown, whichever is greater as outlined in Table II for the applicable aircraft.

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**RULE 35 CHARTER & FERRY MILEAGE DETERMINATION**  
*Charter Service*

1. For the purpose of computing rates and charges herein, the mileage to be used, including both charter and positioning and depositioning (if any) mileage, will be the shortest mileage (Statue Miles) covering the actual airport to airport great circle mileage of the agreed charter flight or flights using the following sources in the order listed below:

## IFR Conditions

2. Any time the weather conditions at the destination airport(s) require that an Instrument Approach Procedure be conducted an additional ten (10) miles time the number of segment(s) for which an approach is required shall be added to the total distances.
3. In the event that the mileage calculation cannot be used due to type of flying (i.e. survey) the hourly charter rate will be in effect.

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**RULE 36 DETERMINATION OF TOTAL CHARTER MILES OR HOURS**  
***Charter Service***

1. The total charter miles or hours, whichever is applicable, shall be the aggregate of the following miles or hours computed in accordance with *Rule 37, "Determination of Flight Time"*, that is to say:
  - a) The less of the miles or hours, if any:
    - i. Measured from Provincial Airlines Limited's nearest base named in Table I at which the chartered aircraft is shown as available to the place at which the work provided for in the charter is to be performed, and
    - ii. Measured from the place at which the chartered aircraft is actually located at the time of the charter to the place from which the work provided for in the charter is to be performed.
  - b) The miles or hours flown in performing the work of the charter, and
  - c) The lesser of the miles or hours, if any:
    - i. Measured from the place at which the work provided for in the charter terminated to Provincial Airlines Limited's base named Table I nearest to the place at which the work provided for in the charter commenced.
    - ii. Measured from the place at which the work provided for in the charter terminated to whichever of the following places the aircraft is actually flown that is to say:
      - another base of Provincial Airlines Limited
      - the place at which another charter is to commence
      - the place at which Provincial Airlines Limited requires the aircraft for operational reasons.
2. Where the chartered aircraft is on a Term Charter subject to rates per hour and the hours flown for positioning and depositioning the aircraft calculated from and to Provincial Airlines Limited's base under the provisions of paragraph (1) (a) but the flight of the aircraft commences and terminates at places other than Provincial Airlines Limited's base, the hours flown between Provincial Airlines Limited's base and the places of commencement and termination of the work provided for in the charter may be determined as follows:

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- a) The mileage between Provincial Airlines Limited's base and place of commencement or termination of the work provided for in the charter the distance measured in straight lines along such routes and is divided by the block speed determined by dividing the rate per hour for non-term charters by the rate per mile for non-term charters published in Table II.

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**RULE 37 DETERMINATION OF FLIGHT TIME**  
*Charter Service*

1. When an entire flight is to be assessed at rates per hour, the hours and minutes for which a charge is made shall be computed from the time the aircraft commences taxiing before take-off until it finishes taxiing after landing.
2. When only a portion of a flight is to be assessed at rates per hour, the hours and minutes flown shall be computed from the time the aircraft deviates from a point on the measurable route until it returns to a point on the measurable route.

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**RULE 38     DISPOSITION OF FRACTIONS WHEN COMPUTING CHARGES**  
**RE: MILEAGE**  
***Scheduled Service & Charter Service:***

**1. Scheduled & Charter Service:**

When computing charges:

- a) Fractions of less than one-half mile shall be dropped;
- b) Fractions of one-half mile or more shall be increased to the next whole mile;
- c) Fractions of an hour shall be increased to the next multiple of six (6) minutes.

**2. Charter Service**

When computing a charge other than a total charter charge:

- a) Fractions of less than one-half cent shall be dropped; and
- b) Fractions of one-half cent or more shall be increased to the next whole cent.

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**RULE 39      EXTENSIONS OF GUARANTEE**  
*Charter Service*

1. Where, prior to its termination, a charter involving a guaranteed volume of flying is extended indefinitely, or is extended to guarantee a volume of flying not greater than the volume originally guaranteed, the special rates per mile or per hour that applied to the volume originally guaranteed apply during the period of the extension so long as the required average daily utilization of not less than three (3) hours flying per aircraft is guaranteed.
2. Where, prior to its termination, a charter involving a guaranteed volume of flying is extended to guarantee an additional volume of flying greater than the volume originally guaranteed, the special rates per mile or per hour that apply to the period of the extension are those applicable to that volume of flying guaranteed in the extension.
3. Where a charter involving a guaranteed volume of flying terminates without any extension thereof, no further guarantee is given but the charterer continues to use the aircraft, special rates per mile or per hour do not apply.

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**RULE 40 CHARGES FOR CANCELLATION OF CHARTERS BY THE  
CHARTERER**  
*Charter Service*

Provincial Airlines has the option to charge a fee as outlined in Table II for the applicable aircraft.

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**RULE 41 CHARGES FOR CREW EXPENSES**  
*Charter Service*

When the nature of the charter requires Provincial Airlines Limited's personnel to live away from the carrier's bases, the charterer shall provide, or be charged to, their accommodation and meals and ground transportation between aircraft and living quarters at the operating site.

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**RULE 42    CHARGES FOR LAYOVER/DETENTION ON NON-TERM  
              CHARTERS  
              *Charter Service***

The detention charges set out in Table V shall be charged only when the aircraft is detained at the request of the charterer beyond the free time provided in the said table.

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**RULE 43     ADDITIONAL CHARGES/FEES**  
***Charter Service*****Fuel and Oil**

1. When fuel and oil are cached in connection with the performance of a charter, the charterer shall be charged the cost of establishing the cache and returning empty containers.
2. When the aircraft of Provincial Airlines Limited is used for establishing a cache referred to in subsection (1), the hours flown shall be charged for as part of the charter.
3. When fuel and oil are obtained from a supply point other than that of Provincial Airlines Limited or the charterer or from a cache established under subsections (1) and (2), the charterer shall be charged the amount by which the cost per gallon to the carrier at the point of supply.

**Additional Fees**

Applicable fees such as NAV Canada Navigational Fees, Airport Fees, Customs Fees, and other associated operating fees will be charged at cost.

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**RULE 44 CHARGES FOR LOADING AND UNLOADING AIRCRAFT**  
*Charter Service*

1. Provincial Airlines Limited is responsible for loading and unloading aircraft at its bases except that when the charterer requests, or the nature of the shipment requires special equipment or personnel, the cost of such special equipment and personnel shall be charged to the charterer.
2. At places other than the carrier's bases, except when caused by unserviceability of the aircraft or other causes attributable to the carrier, the cost of loading and unloading of aircraft shall be charged to the charterer.

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**RULE 45     MINIMUM CHARGES**  
*Charter Service*

1. When the charges for flying are less than the applicable minimum charges per aircraft published in Table II, the minimum charges per aircraft are applicable.
2. The minimum charge for flying on Term Charters is the amount computed by multiplying the number of days or months each aircraft is on the Term Charter by the applicable minimum charge per aircraft per day or per month.
3. The minimum charge per aircraft per month is applicable when it is less than the charge resulting from the application of the minimum charge per aircraft per day.
4. For days beyond a period of a whole month, 1/30<sup>th</sup> of the applicable minimum charge per aircraft per month is applicable to each such day.
5. In Term Charters of less than one month when the aircraft is available for less than an average of five hours per day, the minimum charge per aircraft per day is an amount bearing the same proportion to the applicable minimum charge per day in Table II as the average number of hours of availability per day bears to an average of five hours per day.
6. In Term Charters of one month or more, when the aircraft is available to the charterer for less than an average of twenty-five days per month, the minimum charge per aircraft for the period of the charter is reduced by 1/30<sup>th</sup> of the applicable minimum charge per aircraft per month for each day the aircraft is unavailable less than the average of twenty-five days.

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**RULE 46 SPECIAL CONTRACTS**  
*Charter Service***Aircraft under 35,000 lbs**

There is no '**Special Contracts**' provision in the International Tariffs but rates can be adjusted for a particular client. A confidential contract, either written or verbally agreed upon by both parties, should be retained in a confidential file by Provincial Airlines Limited for a period of three years after it has ceased to have effect.

**Aircraft 35,000 lbs and over**

The carrier must contact the licensing section of the Canadian Transportation Agency in Ottawa before any charter to a country other than the United States takes place.

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**RULE 47 STORAGE**  
***Scheduled Service***

1. Shipments will be held by Provincial Airlines Limited without charge for 24 hours (excluding Sundays and legal holidays for freight other than perishables) after arrival and tender of delivery at destination, or notification of arrival, whichever is applicable. Such 24 hour periods will be computed from the first 8:00 a.m. after tender of delivery, or notification of arrival.
2. After the expiration of such free time, Provincial Airlines Limited will, if practicable, continue to hold such shipment as agent for the shipper and consignee, subject to a charge of \$0.25 cents per day per 100 lbs or any fraction thereof, or if such continued holding is not practicable carrier, as such agent, will place the shipment in a public warehouse subject to a lien for all transportation, storage, delivery, warehousing and other charges, including handling charges of \$0.25 cents per 100 pounds or any fraction thereof.
3. When the shipment is held by Provincial Airlines Limited, the carrier's liability will be reduced to that of a warehouseman and when the shipment is placed in a public warehouse, carrier's liability for the shipment will terminate.
4. Outbound shipments delivered to Provincial Airlines Limited's premises, which are not acceptable for any reason, will be subject to storage charges as prescribed in the rule (without any free time) from the first business day after the delivery until such shipment is made acceptable for carriage or removed.
5. The provision of *Rule 60, "Carrier's Lien"*, shall apply to all shipments which are stored pursuant to this rule.

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**RULE 48 CHARGES FOR STORAGE**  
***Scheduled Service & Charter Service***

1. Unless otherwise agreed between the charterer/customer and Provincial Airlines Limited, goods shall be held by the carrier without charge for a period of 24 hours after notification of arrival, which period shall be computed from the first 8:00 am after notification of arrival.
2. Upon the expiration of the period described in subsection (1), Provincial Airlines Limited shall, if practicable, continue to hold the goods as agent for the charterer/customer, subject to a charge of \$0.25 cents per day per 100 pounds, or any fraction thereof or, if such continued holding is not practicable, the carrier as such agent may place the goods in storage subject to a lien for all transportation, storage, delivery, warehousing and other charges, including handling charges of \$0.25 cents per 100 pounds or any fraction thereof.
3. When the goods are held by Provincial Airlines Limited after notification of arrival the carrier's liability shall be reduced to that of a warehouseman and when the goods are placed in storage, the carrier's liability for the goods shall terminate.
4. Outbound goods delivered to Provincial Airlines Limited's premises that are not acceptable for carriage in the condition in which tendered are subject to the storage charges provided for in this rule from the time of notification to the charterer of unacceptability until such goods are made acceptable for carriage or removed.
5. Provincial Airlines Limited has a lien for all sums due and payable on all goods that are stored pursuant to this section.

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**RULE 49 PAYMENT AND ADJUSTMENT OF CHARGES**  
***Scheduled Service & Charter Service*****1. Scheduled & Charter Service**

Any amount by which charges paid before commencement of a flight, or prior to its completion, exceed the charges properly applicable to the completed service shall be refunded to the charterer/customer upon completion of the flight.

**2. Charter Service**

When charges paid before commencement, or prior to completion, of the flight are less than the charges properly applicable to the completed flight, the difference shall be charged to the charterer/customer upon completion of the flight.

**3. Scheduled & Charter Service**

When a flight is cancelled by Provincial Airlines Limited prior to commencement, a full refund of the charges paid in advance shall be made to the charterer/customer by the carrier.

**4. Scheduled & Charter Service**

When a flight is cancelled by Provincial Airlines Limited after commencement, charges shall be charged for the completed portion only.

**5. Scheduled & Charter Service**

No charges shall be charged to the charterer/customer.

- where flights are not completed due to mechanical failure or crew casualties and Provincial Airlines Limited fails to arrange satisfactory alternative transportation.

**6. Scheduled & Charter Service**

No charges shall be charged to the charterer/customer in respect of any flying in an unsuccessful attempt to complete a flight required under the charter/service unless the charterer/customer, his servant, or agent, agrees in advance.

**7. Charter Service**

The monthly payment on Term Charters of one month or more shall not be less than the applicable minimum charge per month.

**8. Scheduled and Charter Service**

Any refund of charges to which a charterer/customer might be entitled shall be limited to a sum attributable to that part of a charter/service that has not been usefully performed.

**9. Scheduled Service**

Unit Toll rates and charges will be in accordance with Table VII.

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**RULE 50 PAYMENT OF CHARGES ON BEHALF OF THE CHARTERER**  
*Charter Service*

Upon request of the customer and acceptance by Provincial Airlines Limited and subject to reimbursement by the customer, Provincial Airlines Limited may pay or assume responsibility for payment of charges for transportation cartage, storage, and loading and unloading, government duties and customs fees accrued on the goods to be carried pursuant to the charter.

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**RULE 51 CREDITS FOR FUEL AND OIL SUPPLIED BY CHARTERER**  
*Charter Service*

Where fuel and oil are supplied to Provincial Airlines Limited by the charterer, the charterer shall be credited with the value of such supplies.

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**RULE 52      APPLICATION OF RATES AND CHARGES – SHIPPAGE OF  
GOODS**  
*Scheduled Service & Charter Service*

1. Charges will be assessed at the rates in effect on the day of acceptance of the shipment by Provincial Airlines Limited or its agents.
2. Specific commodity rates remove the application of the general commodity rates on the same quantity of the same article or commodity from and to the same points over the same route.
3. Whenever and for such periods as direct service is suspended or discontinued between points named in the Tariff, rates published between such points via such direct suspended or discontinued service, will be inapplicable (except for combination or intermediate application) during such period as the service may be suspended or discontinued.

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**RULE 53 CHARGES FOR DECLARED VALUE**  
***Scheduled Service & Charter Service*****1. Scheduled & Charter Service**

A shipment will be deemed to have a declared value of \$0.50 per pound or \$1.10 kg. (but not less than \$10.00) unless a higher value is declared on the air waybill at the time of receipt of the shipment from the shipper.

**2. Scheduled & Charter Service**

An additional transportation charge of \$.50 will be required for each \$100.00 (or fraction thereof) by which the value declared on the air waybill at the time of receipt of the shipment from the shipper exceeds \$0.50 per pound or \$10.00 (whichever is higher), provided however that a shipment having a declared value in excess of \$25,000.00 will not be accepted and the aggregated value of all shipments carried in any one aircraft must not exceed \$50,000.00.

**3. Scheduled Service**

The weight used to determine the declared value of a shipment will be the same as that which is used to determine the transportation charge for such shipment provided that, when a shipment moves on the air waybill over the lines of one or more carrier's at a combination of rates, the declared value will be based on the lower weight upon which charges are based for any portion of the movement.

**4. Scheduled Service**

A shipment consisting of a commodity and/or article named in paragraph 5 of this rule, moving on one air waybill over the lines of two or more carriers, will be deemed to have for its entire movement the lowest declared value established by any one of such carriers unless a higher value is declared on the air waybill at the same time of receipt of the shipment from the shipper, in which event, the highest additional transportation charge established by any one of such carriers will be acceptable to the shipment for its entire movement.

**5. Scheduled & Charter Service**

Shipment of gold, silver, platinum and core bullion will be accepted only if the actual value is declared on the air waybill at the time of receipt of the shipment from the shipper. Charges will be assessed on the weight and actual value of the shipment. Gold, silver, and core bullion is deemed to include gold and silver in mass, gold and silver specie and/or in the form of ingots, bars, grain, sheet, foil, powder, sponge, rods, wire, tubes, circles, moldings and castings. Platinum is deemed to include platinum as bullion, platinum concentrates, platinum metals, including palladium, iridium, ruthenium, osmium, rhodium and platinum alloys in the form of grain, sponge, bar, ingot, sheet, rod, wire, cube and strip.

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**RULE 54 CHARGES ON MIXED SHIPMENTS (GOODS)**  
***Scheduled Service***

1. When articles taking different rates are packaged together, charges will be assessed on the weight of the entire package at the highest rate or rating applicable to any article therein.
2. When articles taking different rates and packaged separately in the same shipment, charges will be assessed (when such assessment results in a lower charge than that prescribed in paragraph 1 above) as follows:
  - a) On shipments weighing less than 100 pounds, by applying the applicable rate per pound to each part of the shipment, subject to the applicable minimum charge for the commodity in the shipment carrying the highest rate;
  - b) On shipments weighing 100 pounds or more, by applying the applicable rate per 100 pounds based on the weight of the entire shipment to the weight of each part of the shipment; and
  - c) On shipments containing pieces subject to rates based on minimum weights, by applying the rate per 100 pounds based on the weight of the entire shipment applicable to each part of its actual or dimensional weight as per *Rule 74, "Charges for Excess Baggage" and Table VI*. The minimum weight to be observed for the entire shipment will be the highest minimum weight applicable to any rate used in rating the shipment, any deficit below such minimum weight being assessed at the lowest rate applicable to any part in the shipment.
3. Part of a shipment, for the purpose of this rule, will consist of one package, piece or bundle, or two or more packages, pieces or bundles having the same applicable airport-to-airport rate.
4. For purposes of this rule, transportation charges on each differently rated part of the shipment will be assessed on the actual or cubic dimensional weight, whichever is the greater of the two, of each part.

For Explanations of Abbreviations and Symbols See Page 7

**RULE 55 CHARGES PREPAID (SHIPMENTS)**  
***Scheduled Service & Charter Service***

Shipments will be accepted only if prepaid by the shipper:

- a) Shipments of human remains,
- b) Shipments addressed to persons restrained of their liberty,
- c) Shipments not equal in commercial value to the charges thereon,
- d) Shipments addressed to Canadian government agencies unless shipped by government agents presenting proper bills of lading,
- e) Shipments of second hand household effects,
- f) Shipments addressed to consignees temporarily at a transient address,
- g) Shipments of baggage and sample cases addressed to Customs,
- h) Shipments of live animals.

For Explanations of Abbreviations and Symbols See Page 7

**RULE 56      SHIPMENTS (COLLECT ON DELIVERY)**  
**Scheduled Service & Charter Service**

Provincial Airlines will not accept C.O.D. shipments (goods).

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For Explanations of Abbreviations and Symbols See Page 7

**ISSUED DATE**  
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**RULE 57    PAYMENT OF RATES AND CHARGES**  
***Scheduled Service***

Rates and charges are payable in lawful currency of Canada in cash at the time of acceptance by Provincial Airlines Limited on prepaid shipments.

For Explanations of Abbreviations and Symbols See Page 7

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**ISSUED DATE**  
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**RULE 58 CLAIM PROCEDURE – GOODS**  
***Scheduled Service & Charter Service***

1. All claims must be made in writing to the originating or delivering carrier within 30 days after the date of acceptance of a shipment by the originating carrier.
2. Damage and/or loss discovered by the consignee after delivery and after a clear receipt has been given to Provincial Airlines Limited must be reported in writing to the delivery of the shipment with the privilege to the carrier to make inspection of the shipment and container(s).
3. No claim for loss or damage to a shipment will be entertained until all transportation charges thereon have been paid. The amount of claims may not be deducted from transportation charges thereon have been paid. The amount of claims may not be deducted from transportation charges.

For Explanations of Abbreviations and Symbols See Page 7

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**RULE 59 NOTICE AND DISPOSITION OF GOODS**  
***Scheduled Service & Charter Service***

1. When perishable property, or property which by its very nature requires expeditious handling, is accepted for shipment, and delay at point of origin thereafter develops or is reasonably anticipated, carrier, upon receipt of such knowledge, will promptly attempt to notify shipper thereof, requesting instructions. If after reasonable attempt on the part of carrier in such cases to give such notice, no further instructions are received, carrier reserves the right to reroute the shipment by other means of transportation or to dispose of it, in accordance with the provisions of paragraph 3 of this rule.
2. Carrier will promptly notify consignee by mail or otherwise upon the arrival of shipment. If after notice of arrival has been given to consignee, or delivery has not been effective, and the shipment is undelivered at the expiration of the free storage time provided in *Rule 47, "Storage"*, carrier will notify shipper and consignee at the addresses shown on shipment, of carrier's inability to effect delivery. Any undelivered shipment will, upon written request from shipper received within 10 days after date notice of non-delivery was mailed to shipper, be returned to shipper, forwarded, or otherwise disposed of all at shipper's expense.
3. When a shipment containing perishable articles is delayed in the possession of Provincial Airlines Limited, or is unclaimed, refused, or threatened with deterioration, the carrier will have the right immediately to take such steps as it sees fit for the protection of carrier and other parties in interest including collect communications for instructions, or sale or other disposition of such perishable articles without instructions. All perishable items are shipped at shipper's risk and Carrier holds no liability.
4. When a shipment containing non-perishable property remains unclaimed or is refused after notice of arrival and notice of non-delivery as herein provided, carrier will have the right to store (as provided in *Rule 47, "Storage"*) and the additional right to dispose of the shipment or any part thereof at public or private sale after 30 days written notice to shipper and consignee at the addresses shown on the shipment.

For Explanations of Abbreviations and Symbols See Page 7

5. In the event of non-payment of any sums payable to carrier, Provincial Airlines Limited will have the right to hold the shipment subject to storage (as provided in *Rule 47, "Storage"*), and to dispose of the shipment at public or private sale without notice to shipper or consignee paying itself out of the proceeds of such sale all sums due and payable including storage charges.
  
6. No sale or disposal pursuant to this rule shall discharge any liability or lien to any greater extent than the proceeds thereof less selling expenses, if any, and the shipper and consignee shall remain liable, jointly and severally, for any deficiency.

For Explanations of Abbreviations and Symbols See Page 7

**RULE 60 CARRIER'S LIEN**  
***Scheduled Service & Charter Service***

Provincial Airlines Limited will have a lien on the shipment for all sums due and payable to carrier pursuant to *Rule 61, "Indemnification", and Rule 11, "Liability for Charges"*.

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For Explanations of Abbreviations and Symbols See Page 7

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**RULE 61 INDEMNIFICATION (GOODS)**  
***Scheduled Service & Charter Service***

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

For Explanations of Abbreviations and Symbols See Page 7

**ISSUED DATE**  
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**RULE 62 CARRIAGE OF CHILDREN**  
**Scheduled Service & Charter Service****Acceptance of Children**

Children under twelve (12) years of age are accepted for transportation without restriction when accompanied by a passenger at least sixteen (16) years of age.

**Unaccompanied Minor Procedures**

Unaccompanied children under five (5) years of age will not be accepted under any conditions.

**Carriage of Unaccompanied Children (UMNR)**

1. Arrangements and registration for the UM Service must be made at least 24 hours prior to departure.
2. The minor must be brought to the airport of departure by a guardian who remains with the minor until Provincial Airlines Limited starts providing supervision. The guardian will complete all the required documents which include providing the carrier with satisfactory evidence that the minor will be met by another parent, guardian or other responsible adult. The guardian who will be meeting the unaccompanied minor at the airport of arrival must have photo identification which will allow the carrier's personnel to identify this person as the appropriate person designated to meet the minor.
3. The guardian will be required to remain at the airport of departure until the aircraft has departed.
4. In case of emergency, the guardian must provide Provincial Airlines Limited with the name and phone number of a person who can be contacted during the time the minor is in the carrier's care.
5. Unaccompanied minors aged 5 through 11 years old will not be accepted if the flight on which the minor holds a reservation is expected to terminate short of, or bypass the minor's destination.
6. Once the minor is under Provincial Airlines Limited's care, the minor will be provided supervision by the Carrier until he/she is met at destination by a guardian.

For Explanations of Abbreviations and Symbols See Page 7

7. Confirmed reservations must be booked for unaccompanied minors. Standby travel is not permitted.
8. Unaccompanied minors will not be permitted to travel when a weather advisory has been issued by Provincial Airlines Limited.

**Carrier's Limited Responsibility**

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

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For Explanations of Abbreviations and Symbols See Page 7

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**RULE 63 CARRIAGE OF A PERSON WITH A DISABILITY**  
***Scheduled Service & Charter Service******Provisions for aircraft WITH 29 OR LESS PASSENGER SEATS*****Acceptance for Carriage**

Provincial Airlines Limited will make every effort to accommodate a person with a disability and will not refuse to transport a person solely based on his/her disability. In instances when refusing transportation to a person with a disability is necessary, the carrier will offer to provide a written explanation to the person for the decision to refuse carriage within ten calendar days of the refusal.

**Acceptance of Declaration of Self-Reliance**

Except for applicable safety-related rules and regulations, Provincial Airlines Limited will accept the determination made by or on behalf of a person with a disability as to self-reliance. Once advised that he or she is "self-reliant," the carrier shall not refuse such passenger transportation on the basis that the person with a disability is not accompanied by a personal assistant or based on the assumption that the passenger may require assistance from carrier employees in meeting the passenger's needs such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier.

**Medical Clearance**

A carrier will not automatically require a medical certificate from persons with disabilities as a condition of travel. Rather, Provincial Airlines Limited 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.

**Accessible Seating**

Provincial Airlines Limited will provide the person with a disability with the most accessible seat on the aircraft. The carrier will consult with the person to determine which seat is the most accessible to meet specific disability-related needs. For safety/security reasons some seats may not be available. Persons with disabilities will not be permitted to occupy seats in designated emergency exit rows, over-wing emergency exit rows.

For Explanations of Abbreviations and Symbols See Page 7

**Acceptance of Aids**

1. Provincial Airlines Limited will carry as priority baggage, in the cabin where possible, the following mobility aids:
  - (a) a wheelchair (except when aircraft design does not permit carriage of the mobility aid);
  - (b) a walker, a cane, crutches or braces;
  - (c) a device to facilitate communication; and/or
  - (d) any prosthesis or small medical device.

Where possible, the carrier will allow persons with disabilities to retain any items outlined in (b), (c) or (d) at their seat.
2. Where the aircraft design does not permit the carriage of the aid, Provincial Airlines Limited will advise the person with a disability of alternate transportation arrangements that the person may make to transport the aid, or to travel with the aid.
3. Providing the aircraft can carry the aid, Provincial Airlines Limited will:
  - (a) disassemble and package, where necessary, the aid for transportation and assemble the aid upon arrival; and
  - (b) return the aid promptly upon arrival.
4. Where the facilities, the tarmac, and the weather conditions permit, Provincial Airlines Limited will allow a manually-operated wheelchair to be used to reach:
  - (a) the boarding gate;
  - (b) the stairs of the aircraft; or
  - (c) the door of the aircraft (for aircraft accessible via a boarding system).

**Note:** For provisions related to limitations of liability regarding loss of, damage to, or delay in delivering mobility aids, refer to Rule 10.

For Explanations of Abbreviations and Symbols See Page 7

**Acceptance of Service Animals**

Provincial Airlines Limited will accept for transportation, a Service Animal required to assist a person with a disability provided the animal is properly harnessed and certified in writing, as being trained by a professional service animal institution. The carrier will permit the Service Animal to accompany the person with a disability on-board and to remain on the floor at the person's passenger seat or, where there is insufficient floor space at the person's passenger seat, to remain on the floor in an area where the person can still exercise control over the animal. The carrier will avoid separating persons with disabilities from their Service Animal.

**Services to be Provided****At time of reservation**

When a person identifies himself/herself as a person with a disability, Provincial Airlines Limited will:

1. describe the type of equipment and services available to accommodate persons with disabilities;
2. discuss both the level of accessibility and the limitations of the aircraft, the tarmac, the facilities and the availability of boarding equipment for the available services to accommodate that person's disability-related needs; and
3. note, and offer to confirm in writing, services to be provided as soon as possible after the reservation has been made and before the flight.

For Explanations of Abbreviations and Symbols See Page 7

**At the time of travel**

1. Where a request for a service is made in advance of travel, Provincial Airlines Limited will make every effort to provide the following:
  - (a) assistance at check-in;
  - (b) assistance to reach the boarding area;
  - (c) assistance to board and deplane;
  - (d) assistance with baggage;
  - (e) assistance to transfer to/from a mobility aid;
  - (f) assistance to transfer to/from a passenger seat;
  - (g) inquiring, from time to time after check-in, about the needs of a person who is not independently mobile and attending to those needs when the services required are usually provided by the carrier;
  - (h) limited assistance with beverages and snacks – such as opening packages and identifying items;
  - (i) assistance to proceed to the general public area or to a representative of another carrier;
  - (j) any additional service to accommodate a person's disability-related needs.

**When boarding and deplaning**

Provincial Airlines Limited will, upon request, board and deplane persons with disabilities using specialized equipment whenever possible. As a last recourse, a person may be carried by hand to enplane and deplane if the following applies:

1. restrictions inherent to the aircraft or the tarmac prevent the use of any other boarding/deplaning method;
2. the person agrees to be hand-carried; and
3. this can be done safely.

For Explanations of Abbreviations and Symbols See Page 7

***Provisions for aircraft WITH 30 OR MORE PASSENGER SEATS*****Acceptance for Carriage**

Provincial Airlines Limited will make every effort to accommodate a person with a disability and will not refuse to transport a person solely based on his/her disability. In instances when refusing transportation to a person with a disability is necessary, the carrier will provide a written explanation to the person for the decision to refuse carriage at the time of the refusal.

**Acceptance of Declaration of Self-Reliance**

Except for applicable safety-related rules and regulations, Provincial Airlines Limited will accept the determination made by or on behalf of a person with a disability as to self-reliance. Once advised that he or she is "self-reliant," the carrier shall not refuse such passenger transportation on the basis that the person with a disability is not accompanied by a personal assistant or based on the assumption that the passenger may require assistance from airline employees in meeting the passenger's needs such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier.

**Medical Clearance**

A carrier will not automatically require a medical certificate from persons with disabilities as a condition of travel. Rather, a carrier 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 a carrier refuses to transport a passenger for such reasons, a written explanation must be provided at the time of refusal.

**Advance Notice**

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

For Explanations of Abbreviations and Symbols See Page 7

**Seating Restrictions and Assignments**

When a person identifies the nature of his or her disability, Provincial Airlines Limited will inform the passenger of the available seats that are most accessible and then establish with that passenger an appropriate seat assignment.

Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows, or otherwise in accordance with applicable safety-related rules and regulations.

Persons with disabilities and their assistants will, if they so request, be seated together or in other seating arrangements of their choice.

**Acceptance of Aids**

In addition to the regular baggage allowance, Provincial Airlines Limited will accept, without charge, as priority checked baggage, mobility aids, including:

1. an electric wheelchair, a scooter or a manually operated rigid-frame wheelchair;
2. a manually operated folding wheelchair;
3. a walker, a cane, crutches or braces;
4. any device that assists the person to communicate; and
5. any prosthesis or medical device.

Where space permits, Provincial Airlines Limited will, without charge, permit the person to store a manually operated folding wheelchair and small aids in the passenger cabin during the flight.

The assembling and disassembling of mobility aids is provided by the carrier without charge.

Wheelchairs and mobility aids will be the last items to be stowed in the aircraft hold and the first items to be removed.

For Explanations of Abbreviations and Symbols See Page 7

**Provisions related to limitations of liability regarding loss of, damage to, or delay in delivering mobility aids:**

Where a mobility aid is accepted for carriage and the aid is damaged during carriage or is not available to the person upon the person's arrival at the person's destination, the air carrier shall without charge, immediately provide the person with a suitable temporary replacement at the person's destination.

- i. Where an aid is accepted for carriage and the aid is damaged during carriage and can be repaired promptly and adequately the air carrier shall arrange for the prompt and adequate repair of said aid at the air carrier's expense and shall return it to the person at the air carrier's expense as soon as possible.
- ii. In the event that a mobility aid is damaged during carriage and cannot be repaired promptly and adequately or the aid cannot be located within 96 hours after the person's arrival at the person's destination and returned promptly to the person, the air carrier shall:
  - replace the damaged or lost aid with an identical one satisfactory to the person or notwithstanding the limits of liability respecting goods in this tariff reimburse the person for the full replacement cost of the aid.
- iii. Where the air carrier provides a person with a temporary replacement aid that person shall continue to have the use of that aid until the time the person's aid is returned to the person or,

Until a reasonable period for the replacement of the aid has elapsed where the air carrier has taken steps to replace a damaged or lost aid or has reimbursed the person as per the above terms.

**Manually Operated Wheelchair Access**

Provincial Airlines Limited will permit the person who uses a manually operated wheelchair to remain in the wheelchair:

1. until the person reaches the boarding gate;
2. where facilities permit, while the person is moving between the terminal and the door of the aircraft;

For Explanations of Abbreviations and Symbols See Page 7

3. where space and facilities permit, while the person is moving between the terminal and the passenger seat.

### **Service Animals**

Provincial Airlines Limited will accept for transportation, without charge, a Service Animal required to assist a person with a disability provided that the animal is properly harnessed and certified in writing as having been trained by a professional service animal institution, to accompany the person on board the aircraft and to remain on the floor at the person's passenger seat. For the comfort of all passengers, the carrier's staff will determine, in consultation with the person with a disability, where the person and Service Animal will be seated. Should injury or death of a Service Animal result from the fault or negligence of Provincial Airlines Limited, the carrier will undertake to provide expeditiously, and at its own expense, medical care, or replacement of the animal.

### **Services to be Provided to Persons with Disabilities**

Provincial Airlines Limited will ensure that services are provided to persons with disabilities when a request for such services is made at least 48 hours prior to departure, and will make reasonable efforts to accommodate requests not made within this time limit. Services to be provided upon request will include:

1. Assisting with registration at the check-in counter;
2. Assisting in proceeding to the boarding area;
3. Assisting in boarding and deplaning;
4. Assisting in stowing and retrieving carry-on baggage and retrieving checked baggage;
5. Assisting in moving to and from an aircraft lavatory;
6. Assisting in proceeding to the general public area or, in some cases, to a representative of another carrier;
7. Transferring a person between the person's own mobility aid and a mobility aid provided by Provincial Airlines Limited;
8. Transferring a person between a mobility aid and the person's passenger seat;

For Explanations of Abbreviations and Symbols See Page 7

9. Providing limited assistance with meals, such as opening packages, identifying items and cutting large food portions;
10. Inquiring periodically during a flight about a person's needs; and
11. Briefing individual passengers with disabilities and their assistant on emergency procedures and the layout of the cabin.

### **Boarding and Deplaning**

Persons with disabilities needing assistance with boarding and deplaning may be required to board separately (normally prior to all other passengers) and disembark separately (normally after all other passengers).

### **Communication and Confirmation of Information**

Provincial Airlines Limited will ensure that instructions relating to requests for accommodation from persons with disabilities are passed on to appropriate personnel along with other special instructions. A list of the services that the operator had undertaken to provide at the time of reservation will also be transmitted to the personnel assisting such persons.

Announcements to passengers concerning stops, delays, schedule changes, connections, onboard services and claiming of baggage will be made in visual, verbal and/or written format to persons with disabilities who request such a service.

Provincial Airlines Limited will supply a written confirmation of such services and, whenever possible, will indicate in the record of a person's reservation any services that it will provide to that person.

### **Inquire Periodically**

When persons in wheelchairs who are not independently mobile are waiting to board an aircraft, Provincial Airlines Limited will inquire periodically about their needs, and shall attend to those needs where the services required are usually provided by the air carrier.

For Explanations of Abbreviations and Symbols See Page 7

**RULE 64 CARRIAGE OF MEDICAL ASSISTANTS (ASSISTANT TRAVEL)**  
*Scheduled Service & Charter Service***Who is eligible for an assistant discount?**

A non self-reliant individual is any person who is incapable of self care during a flight. A non-self reliant individual requires personal assistance such as assistance with eating, using the washroom facilities or administering medication and may require assistance from Provincial Airlines Limited other than those normally offered by the carrier.

Examples of eligible customers include those traveling with infant in incubator and those who need assistance administering medication, etc.

**Who is not eligible for an assistant discount?**

Examples of ineligible passengers include self-reliant persons with a visual impairment, self-reliant persons who are deaf, passengers who require a wheelchair, who despite their disability are otherwise self-reliant and capable of self-care during the flight.

The assistant discounted fare is **as outlined in Table VII (based on YMED fare)**, and is subject to the terms and conditions of the fare being met.

If the fare rule allows assistant travel, a doctor's letter requesting assistance must be submitted to confirm that the disabled passenger requires an accompanying assistant as a condition of travel.

The assistants discount applies only to the segments that are traveled together with the person with a disability.

**Who is eligible to be an assistant?**

A person who is capable of providing assistance of a personal nature (such as using the washroom, eating, taking medication, etc).

For Explanations of Abbreviations and Symbols See Page 7

**RULE 65 CARRIAGE OF PASSENGERS TRAVELING WITH INFANTS**  
***Scheduled Service & Charter Service***

Passengers traveling with infants not yet two (2) years old (8 days to 23 months), may elect:

1. To carry the infant on their lap;
2. To carry the infant in a Transport Canada approved restraint device when a seat is purchased.

Only one (1) infant under 2 years of age will be accepted for carriage with each fare paying passenger at least 12 years of age. One adult cannot travel with one infant on their lap and another in a restraint device.

Each passenger in charge of a child under two (2) years of age shall ensure that the child is held securely in the arms of an adult whenever the seat belt sign is illuminated.

**NOTE: The seat belt must not be fastened above the adult and infant.**

Passengers traveling with infants, whether on their lap or in a restraint device, may under no circumstances, be seated in restricted or exit rows.

A seat must be assigned and a ticket purchased for all persons two (2) or more years of age. They shall be restrained in a seat by one of the seat belts for take-off and landing.

Regardless of whether the child is carried on the adult's lap or in a restraint device, a notation will be made on the accompanying adult's boarding card indicating that an infant is traveling.

Pre-board all passengers traveling with an infant and car seat.

Passengers traveling with infants under two (2) years of age and weighing less than 40 lbs may elect to carry the infant in a Transport Canada approved restraint device. A seat must be reserved for the infant and a ticket must be purchased. The infant car seat is placed in the aircraft seat and restrained by the normal aircraft lap straps.

For Explanations of Abbreviations and Symbols See Page 7

**RULE 66 CARRIAGE OF PEACE OFFICER(S) AND PASSENGER(S)  
UNDER ESCORT**  
*Scheduled Service & Charter Service*

Each prisoner under escort having a maximum security rating requires a minimum of two (2) escorts. Only one (1) maximum security rated person is to be carried per flight. Passengers under escort having a medium security rating may be carried with one (1) escort for each passenger under escort. Passengers under escort having a minimum security rating may be carried with one (1) escort for every two (2) passengers.

1. A prisoner shall be accompanied by an assistant in both scheduled and charter service and the assistant shall assume full responsibility for the proper conduct and control of the prisoner.
2. The charterer/customer shall indemnify Provincial Airlines Limited for any loss, injury, or damage caused by a prisoner.

For Explanations of Abbreviations and Symbols See Page 7

**RULE 67 CARRIAGE OF PREGNANT WOMEN**  
*Scheduled Service*

Any passenger with a normal pregnancy and no previous history of premature labor may travel up to and including the 35<sup>th</sup> week without medical clearance. Medical clearance is required for all pregnancies after the 35<sup>th</sup> week. Travel between 39-40 weeks is not permitted under any circumstances.

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**ISSUED DATE**  
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December 18, 2011

**RULE 68 CARRIAGE OF DANGEROUS ARTICLES/CARGO**  
***Scheduled Service & Charter Service***

1. The charterer/customer shall comply with the applicable governmental regulations governing the carriage of explosive or other dangerous articles (Dangerous Goods Regulations) under this Tariff.
2. Any charterer/customer shipping or attempting to ship dangerous articles in contravention of any government regulation shall be liable to Provincial Airlines Limited for all loss or damage directly or indirectly caused thereby and Provincial Airlines Limited may store or dispose of such articles at the charterer's risk and expense.

For Explanations of Abbreviations and Symbols See Page 7

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**RULE 69 CARRIAGE OF HUMAN REMAINS**  
***Scheduled Service & Charter Service*****Scheduled Service**

Human remains are acceptable for shipment on scheduled service flights when enclosed in coffin or casket that prevent offensive odors.

**Import**

Death Certificate indicating the cause of death must accompany the remains. No Death Certificate is required for cremated remains.

**Export**

Ensure that documents required by destination country accompany consignment.

**Charter Service**

Except in cases of emergency, human remains shall not be carried unless enclosed in coffins or cases that prevent the escape of offensive odors.

**Import**

Death Certificate indicating the cause of death must accompany the remains. No Death Certificate is required for cremated remains.

**Export**

Ensure that documents required by destination country accompany consignment.

For Explanations of Abbreviations and Symbols See Page 7

**RULE 70 CARRIAGE OF LIVE ANIMALS****Scheduled Service****General**

1. Advance arrangements must be made with Provincial Airlines Limited before any animal will be accepted for carriage as checked baggage only.
2. Provincial Airlines scheduled service ONLY accepts cats and dogs as checked baggage.
3. Animals must be contained in a clean, leak/escape proof cage or container/kennel with adequate space for the comfort of the animal. The cage or container/kennel must be approved by Provincial Airlines Limited.

**Note:** This provision does not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers.

4. The passenger assumes full responsibility for the animal. Before the animal is accepted for carriage, the passenger must make all necessary arrangements to obtain valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit. In the absence of such documentation, the animal will not be accepted for carriage.
6. When travel involves more than one carrier, the passenger should verify the policy of each carrier involved in the itinerary and ensure that the requirements of each carrier have been met and that each carrier is aware and has agreed to carry the animal on its own aircraft.

**Animals as Checked Baggage**

1. The number of animals carried is limited per flight.
2. Animals will not be accepted during certain periods of the year. These black-out periods will be posted on Provincial Airlines Limited's Web site or may be ascertained by contacting the carrier.
3. The maximum allowable weight for both the animal and container/kennel must not exceed 45kg/100lbs, 62 inches or 158 cm.

For Explanations of Abbreviations and Symbols See Page 7

4. If container/kennel exceeds the maximum size and/or maximum weight mentioned above in (3), the passenger must make arrangements with Provincial Airlines Limited Cargo department to ship the animal.
5. For international travel, pursuant to the provision of the applicable convention, once an animal is accepted for carriage as checked baggage, Provincial Airlines Limited is liable in the event of damages arising from loss, damage and delay of an animal.
6. **Charges:** The charge for transportation of the animal and container/kennel as checked baggage is available at all Provincial Airlines Limited counters.

### **Charter Service**

Provincial Airlines Limited will accept for charter flights the carriage animals/pets such as domestic dogs, cats, ferrets, rabbits, and birds, as either checked or carry-on baggage provided the animal(s) is/are accompanied by a passenger, in compliance with the IATA Live Animal Regulations.

For Explanations of Abbreviations and Symbols See Page 7

**RULE 71 CARRIAGE OF PERISHABLE GOODS**  
***Scheduled Service & Charter Service***

1. Provincial Airlines Limited does not agree to carry perishable items unless they are appropriately packed.  
Example: fish and seafood, fruits and vegetables, floral and nursery stock (flowers). However, such items will be accepted for carriage provided the above conditions are met and a Limited Release Tag is completed.
2. Perishable goods shall be properly packed by the charterer/customer to prevent deterioration in flight.
3. When perishable goods in a damaged condition or with damaged or inadequate packing are accepted for carriage the Traffic Document shall be so annotated by Provincial Airlines Limited and the carrier shall be liable only for any loss, damage, deterioration, or destruction caused by its own negligence.
4. Provincial Airlines Limited shall take reasonable precautions to ensure that perishable goods are not damaged by freezing or defrosting in flight.
5. Where:
  - a) Perishable goods are refused by the consignee,
  - b) No effective arrangements are made by the charterer/customer or the consignee to accept perishable goods at the destination of the goods, or
  - c) Disposal instructions for perishable goods cannot be obtained from the charterer/customer or consignee and there is danger that the goods may become worthless because of delay in transit or delivery or of non-delivery.

Provincial Airlines Limited may, without prior notice, dispose of the goods upon the best terms available.

For Explanations of Abbreviations and Symbols See Page 7

**RULE 72 ACCEPTANCE OF BAGGAGE**  
***Scheduled Service & Charter Service***

1. Carrier has the right to examine baggage tendered for transportation.
2. 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 purposes of his/her trip subject to the following conditions:
  - a) Carrier has the right to refuse baggage for transportation on any flight other than the one on which the passenger is to be transported.
  - b) Carrier will refuse to accept any property for transportation if it cannot withstand ordinary handling or its weight, size, or character renders it unsuitable for transportation on the particular aircraft on which it is to be transported.
  - c) Carrier will refuse to transport or will remove at any point any baggage which the passenger refuses to allow the carrier upon the request to examine.
  - d) Carrier will refuse to accept the following articles for transportation unless advance arrangements have been made:
    - i. Accepting Firearms and Ammunition:
      - Accept rifles and shotguns accompanying passengers as checked baggage only. Firearms are acceptable as checked baggage providing the firearm(s) is or are unloaded, packaged properly and that the passenger completes a Firearm(s) Declaration Form.
      - Inform the passenger that the carriage of a loaded weapon is a violation of Federal Government Regulations (Act 103.12).
      - The firearm(s) must be unloaded and all ammunition must be packaged separately from the firearm.
      - Passenger must declare the firearm is not loaded and sign the Firearm(s) Declaration Form.

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- ii. Any other articles which can cause annoyance to passengers, or which cannot be carried in the baggage or cargo compartments of the aircraft.
  - iii. Any liquids, as baggage or otherwise, or any other articles not suitable, or not suitably packed for transportation in aircraft. Carrier will not be liable for the losses of, or damage to, liquids or such other articles or for the damage to other articles or for the damage to other property occasioned thereby in the event such liquids or other articles are packed in baggage or otherwise transported without the knowledge of Provincial Airlines Limited.
- e) Carrier will, subject to available space, accept for transportation without charge, one collapsible wheelchair on the same flight with an incapacitated passenger dependent upon such wheelchair.
- f) Carrier will accept for transportation, without charge, a service animal which is required by a person with a disability. The service animal must be properly harnessed in accordance with standards established by a professional service animal institution.
- g) Carrier **will not** accept seat loaded baggage for carriage.
- h) Live animals will be accepted for transportation provided that:
- i. Advance arrangements are made
  - ii. They are harmless, inoffensive, odorless, and will require no attention in transit
  - iii. They are properly kenneled.
- i) Except as otherwise stated above, carrier will, upon presentation by a fare-paying passenger of a valid reservation check personal property within the time prescribed, but no carrier will check property so tendered to a point:
- i. Not on the routing or beyond the destination as designated on such ticket; or
  - ii. Beyond a point of stopover; or

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- iii. Beyond a point at which the passenger is to transfer to a connecting flight and such flight is scheduled to depart from a different airport than that at which the passenger is scheduled to arrive at such point;
- iv. Beyond a point at which the passenger desires to resume possession of such property or any portion thereof; or
- v. Beyond a point beyond which all applicable charges have not been paid.

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**RULE 73     FREE BAGGAGE ALLOWANCE**  
*Scheduled Service*

1. Upon presentation by a fare-paying passenger of a valid reservation carrier will transport two (2) pieces of baggage, up to a maximum of 50 lbs presented by such passenger, without charge, between such points.
2. Where two or more passengers traveling together to a common destination by the same flight, present themselves and their baggage at the same time and place, they shall be permitted a total free baggage allowance equal to the combination of their individual free baggage allowances. Baggage weight in excess of the combined free baggage allowance will be subject to excess weight charges.

In addition to the free baggage allowances provided herein, each passenger may carry, without additional charges, one piece of carry on baggage providing it complies with all restrictions. A small purse or carry on bag may be carried in addition to the one free piece.

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**RULE 74 CHARGES FOR EXCESS BAGGAGE**  
**Scheduled Service**

1. Any baggage which exceeds the applicable maximum free allowance two (2) pieces will be accepted for transportation only upon payment of excess baggage charges. Refer to *Table VI, "Excess Baggage Charges"*.
2. No bags weighing in excess of 100 pounds (45 kgs), 62 inches or 158 cm will be accepted as checked baggage.
3. All bags in excess of 50 pounds (23 kgs) in weight should be tagged with a heavy tag. This is to help our agents to be aware of the weight, better enabling them to avoid injury. Please write the weight of the bag on the tag and identify if it is pounds or kilograms.

**Application of charges for excess baggage**

- **Two checked bags within maximum free weight allowance – complimentary**
- **Additional checked bag(s) – Refer to Table VI, Excess Baggage Charges**

**Note: Any excess baggage is not guaranteed to travel on the same flight or travel day as passenger.**

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**RULE 75 DENIED BOARDING AND OVERBOOKING**  
***Scheduled Service & Charter Service*****VOLUNTEERS AND BOARDING PRIORITIES**

Provincial Airlines reserves the right to deny boarding or transport to any person in order to comply with space and/or weight limitations and/or carrier overbooking.

If the flight is overbooked, airline personnel will first ask for volunteers willing to give up his/her seat in exchange for a payment of the carrier's choosing before denying any passenger a seat.

If there are not enough volunteers, the airline will deny boarding to other persons in accordance with its particular boarding priority as listed:

The last passenger to arrive at the Provincial Airlines ticket counter for check-in will be the first to be denied boarding, unless:

- Passengers traveling due to death or illness of a member of the passenger's family,
- Unaccompanied children,
- Aged passengers,
- Persons with disabilities and any accompanying assistant or service animal,
- Passengers for whom, in the carrier's own assessment, failure to travel would cause severe hardship.

**INVOLUNTARY DENIED BOARDING**

Persons denied boarding involuntarily are entitled to compensation from Provincial Airlines, unless:

- The passenger has not complied with ticketing and check-in requirements or is not acceptable for transportation under Provincial Airlines rules; or
- Provincial Airlines is able to provide another flight to the passenger's destination within one hour of the original scheduled arrival of the flight.

**OPTIONS WHEN DENIED BOARDING**

- Provincial Airlines Limited will first offer alternate transportation for the passenger.
- If Provincial Airlines Limited is unable to provide transportation on its services acceptable to the passenger, the carrier will offer transportation

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- on the services of another carrier with whom it has a commercial agreement.
- If the passenger prefers a refund, Provincial Airlines will reimburse the passenger accordingly.

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**RULE 76     PACKING AND MARKING REQUIREMENTS FOR  
SHIPMENTS**  
*Scheduled Service & Charter Service*

1. Shipments must be so prepared or packed as to ensure safe transportation with ordinary care in handling.
2. Any article susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bear appropriate labels.
3. Any article susceptible to damage as a result of any condition which may be encountered in air transportation, such as high or low temperatures, high or low atmospheric pressure, or sudden changes in either, must be adequately protected by proper packing and any other necessary measures.
4. Each piece of a shipment must be legibly and durably marked with the name and address of the shipper and consignee.
5. Pieces with a floor bearing weight in excess of that which may be handled by Provincial Airlines Limited must be provided with a suitable skid or base which will distribute the weight to that which Provincial Airlines Limited may accept.
6. All parcels of a consignment destined to Canada must be provided with a label showing the name and address of the consignee.
7. Marking imported goods which are required to bear country of origin marking are cited in the Marking of Imported Goods Order (Customs Memorandum D11-3-1).

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**RULE 77    SHIPMENTS ACCEPTABLE**  
***Scheduled Service & Charter Service***

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

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**RULE 78      SHIPMENTS NOT ACCEPTABLE**  
***Scheduled Service & Charter Service***

1. Shipments which require Provincial Airlines Limited to obtain a federal, provincial, or local license for their transportation will not be accepted when the carrier has elected not to comply with such license requirements.
2. Shipments requiring special devices for safe handling will not be accepted unless such special devices are provided and operated by and at the risk of the shipper or consignee.
3. Shipments not expressly covered by the rules of this Tariff which would be likely to cause injury to crew or passengers, or whose carriage is prohibited by law will not be accepted.

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**RULE 79      SHIPMENTS SUBJECT TO ADVANCE ARRANGEMENTS**  
***Scheduled Service & Charter Service***

The following will be acceptable for carriage only upon advance arrangements:

1. Shipments liable to impregnate or otherwise damage equipment or other shipments.
2. Shipments requiring special attention, protection, or care enroute.
3. Shipments of gold and other precious articles.
4. Shipments of live animals – refer to *Rule 70*.
5. Shipments of human remains (other than cremated remains).
6. Shipments with pieces of unusual weight, shape, size or
  - a) In excess of 200 lbs
  - b) In excess of 20 x 24 x 44 inches
  - c) With floor bearing weights in excess of 70 pounds per square foot.
7. Shipments with accompanying personnel.
8. Any other unusual shipment.

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**RULE 80 QUALIFIED ACCEPTANCE OF SHIPMENTS**  
***Scheduled Service***

Provincial Airlines Limited retains the right to reject a shipment prior to the performance of any transportation by air from the airport or origin when it reasonably appears to the carrier that such shipment is:

- a) Improperly packed or packaged
- b) Subject to damage if exposed to heat or cold
- c) Of an inherent nature or defect which indicates to the carrier that such transportation could not be furnished by the carrier without loss or damage to the goods
- d) Not accompanied by proper documentation and necessary information as required by any convention, statute or tariff applicable to such shipment
- e) Subject to advance arrangements unless such arrangements have been satisfactorily completed.

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**RULE 81      INSPECTION OF SHIPMENTS**  
***Scheduled Service & Charter Service***

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

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**RULE 82 AIR WAYBILL AND SHIPPING DOCUMENTS**  
***Scheduled Service***

1. The shipper shall have the duty to prepare and present a non-negotiable air waybill with each shipment tendered for transportation subject to this tariff. If the shipper shall fail to present such air waybill to Provincial Airlines Limited at the time of tendering the shipment, the carrier will NOT accept such shipment. The air waybill or other shipping document or memorandum issued or accepted by a carrier shall be negotiable, irrespective of the working of such document or memorandum. Each shipment, irrespective of the form of shipping document or memorandum accepted by Provincial Airlines Limited in connection therewith, will be subject to Provincial Airlines Limited's tariff in effect on the date of acceptance of such shipment by the carrier.
2. The air waybill and the tariff applicable to the shipment shall inure to the benefit of and be binding upon the shipper and consignee and Provincial Airlines Limited by whom transportation is undertaken between the origin and destination, including destination on reconsignment or return of the shipment and shall inure also to the benefit of any other person, firm, or corporation performing for the carrier pick-up, delivery, or other ground service in connection with the shipment.
3. The air waybill and the tariff applicable to the shipment will apply at all times when the shipment is being handled by or for Provincial Airlines Limited, including air transportation by the carrier and pick-up, delivery and other ground services rendered by the carrier or any other person performing for the carrier, such pick-up, delivery or ground services in connection with the shipment.
4. No agent, servant, or representative of carrier has authority to alter, modify, or waive and provisions of the contract of carriage or of this tariff.
5. The contents of shipments must be indicated by accurate and specific descriptions on the air waybill.
6. The number of pieces included in a shipment must be specified on the air waybill.
7. Three legible copies of the air waybill (IATA) format or Customs Cargo Control Document (A8A) must be provided for Customs use. One copy is to be presented to Canada Customs, the other two copies must be provided to the importer/broker who will present these to Canada Customs.

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**RULE 83 TRAVELER'S RIGHTS PROVISIONS**

a) If a flight is delayed and the delay between the scheduled departure of the flight and the actual departure of the flight exceeds 4 hours, the Carrier will provide the passenger with a meal voucher.

b) If a flight is delayed by more than 8 hours and the delay involves an overnight stay, the Carrier will pay for overnight hotel stay and airport transfers for passengers who did not start their travel at that airport.

c) If the passenger is already on the aircraft when a delay occurs, the airline will offer drinks and snacks if it is safe, practical and timely to do so. If the delay exceeds 90 minutes and circumstances permit, The Carrier may offer passengers the option of disembarking from the aircraft until it is time to depart if safe and practical to do so.

d) The carrier will endeavor to transport the passenger and baggage with reasonable dispatch, but times shown in timetables or elsewhere are not guaranteed and form no part of this contract.

e) The agreed stopping places are those places shown in the carrier's timetable as scheduled stopping places on the route. The carrier may, without notice, substitute alternative carriers or aircraft and, if necessary, may alter or omit stopping places shown in the timetable.

f) Schedules are subject to change without notice. The carrier is not responsible or liable for failure to make connections or for failure to operate any flight according to schedule, or for a change to the schedule of any flight. Under no circumstances shall the carrier be liable for any special, incidental or consequential damages arising from the foregoing (including the carriage of baggage) whether or not the carrier had knowledge that such damages might be incurred.

g) Without limiting the generality of the foregoing, the carrier cannot guarantee that the passenger's baggage will be carried on the flight if sufficient space is not available as determined by the carrier.

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