



Air North, Yukon's Airline

INTERNATIONAL TARIFF

RULES, RATES AND CHARGES

APPLICABLE

TO

TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS

BETWEEN POINTS IN CANADA AND POINTS OUTSIDE CANADA

ISSUE DATE

13May2010

Issued by Joseph T. Sparling
Operations Manager

EFFECTIVE DATE

28June2010

TABLE OF CONTENTS

RULE NUMBER	DESCRIPTION	PAGE NUMBER
1	Definitions and Interpretation	3
1.2	Currency	6
1.3	Mileage Determination	6
1.4	Abbreviations & Symbols	6
2	Application of Tariff	7
3	Computation of Charges	7
4	Conditions of Carriage	8
4.1	Passports & Visas	8
4.2	Carriage of Passengers	9
4.3	Refusal to Transport	16
4.4	Carriage of Goods	19
5	Passenger Tickets	21
5.1	Payment Terms	21
5.2	Ticket Restrictions	21
5.3	Carrier Cancellation	22
6	Limitation of Liability - Passengers	23
7	Limitation of Liability – Baggage or Goods	24
8	Limitation of Liability – Service Animals	26
9	Denied Boarding Compensation	26

ISSUE DATE

13May2010

Issued by Joseph T. Sparling
Operations Manager

EFFECTIVE DATE

28June2010

RULE 1
DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

“Air Crew” means the flight crew and one or more persons who, under the authority of the Carrier, perform in-flight duties in the passenger cabin of an aircraft of the Carrier.

“Air Services” includes a Live and a Ferry Flight.

“Air Transportation Contract” means with respect to a Domestic Service, a contract entered into between the passenger and the Carrier for the provision of air service to the passenger and its goods/baggage in the form of a reservation and confirming itinerary issued by the Carrier or an agent of the Carrier authorized for that purpose.

“Air Transportation Regulations” mean the Regulations Respecting Air Transportation as amended from time to time, and any substitute regulations prescribed in relation to the subject matter herein.

“Attendant” means a person who travels with a person with a disability and is fully capable of providing a service related to the disability that is not usually provided by the carrier's staff.

"Baggage" means luggage or such articles, effects or other personal property of a passenger or passengers as are necessary or appropriate for wear, use, comfort or convenience in connection with the flight.

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

“Cargo” means goods which are accepted for transport by the Carrier from a person who is not a passenger of the Carrier, or who is a passenger, but who has executed an agreement with the Carrier for treatment of the goods as “Cargo”.

"Carrier" means Air North, Yukon's Airline, maintaining a head office at 150 Condor Road, Whitehorse, Yukon Y1A 6E6.

"Charterer" means a person, firm, corporation, association, partnership, or other legal entity who contracts 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.

"Destination" means the point to which the passengers or goods to be transported on a flight are bound.

ISSUE DATE

13May2010

Issued by Joseph T. Sparling
Operations Manager

EFFECTIVE DATE

28June2010

“Event of Force Majeure” means an event, the cause or causes of which are not attributable to the willful misconduct or gross negligence of the Carrier, including, but not limited to (i) earthquake, flood, hurricane, explosion, fire, storm, epidemic, other acts of God or public enemies, war, national emergency, invasion, insurrection, riots, strikes, picketing, boycott, lockouts or other civil disturbances, (ii) interruption of flying facilities, navigational aids or other services, (iii) any laws, rules, proclamations, regulations, orders, declarations, interruptions or requirements of or interference by any government or governmental agency or official thereof, (iv) inability to procure materials, accessories, government or governmental agency or official thereof, (v) inability to procure materials, accessories, equipment or parts from suppliers, mechanical failure to the aircraft or any part thereof, damage, destruction or loss of use of an aircraft, confiscation, nationalization, seizure, detention, theft or hijacking of an aircraft, or (vi) any other cause or circumstances whether similar or dissimilar, seen or unforeseen, which the Carrier is unable to overcome by the exercise of reasonable diligence and at a reasonable cost.

“Fare” or **“Fare class”** means the rate or identifier that applies to the type of fare paid or booking class traveled by the passenger for the purpose of Domestic Service offered by the Carrier.

"Ferry Flight" means the movement of an aircraft without payload to position the aircraft to perform a flight or upon completion of a flight to position the aircraft to a point required by the carrier.

"Goods" means anything that can be transported by air, including animals.

“Infant” means children under the age of two (2) years, who are carried free of charge by an adult sharing the same seat. Proof of age must be provided, and one adult can travel with no more than one infant in a shared seat.

“International Service” means scheduled or non-scheduled air services (excluding charters) 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.

“Itinerary” means a schedule setting forth the name of the relevant passenger(s), the flight, flight number, class of flight, flight times, as well as Origin and Destination of the flight issued to a passenger upon payment in full of the appropriate rates and charges in respect of that flight.

"Live Flight" 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).

"Montreal Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, *signed at Montreal, May 28, 1999.*

ISSUE DATE

13May2010

Issued by Joseph T. Sparling
Operations Manager

EFFECTIVE DATE

28June2010

"Origin" means the point from which a flight commences with payload to be transported.

"Non Ambulatory" a person who is not able to move about within an aircraft unassisted.

"Non Self-Reliant" a person who is not self-reliant as defined below.

"Passenger" means a person, other than a member of the air crew who uses the air carrier's domestic service by boarding the air carrier's aircraft pursuant to a valid contract.

"Passenger Liability" means the legal liability of the Carrier to any passenger or other person in respect of a passenger, arising from the Carrier's operation, ownership or possession of an aircraft, for:

- (a) injury to or death of persons who are passengers;
- (b) losses suffered or sustained by a passenger or other person as a result of the Carrier's inability to perform, in whole or in part, the air service contracted for;
- (c) damage to or loss of goods in the Carrier's charge; or
- (d) losses due to any delay in delivery of any goods in the Carrier's charge.

"Person with a disability" means a person who has an impairment which gives rise to an activity limitation and/or participation restriction.

"SDR" means Special Drawing Rights issued by the International Monetary Fund.

"Self-reliant" means a person who is independent, self-sufficient and capable of taking care of all physical needs during flight, and who requires no special or unusual attention beyond that afforded to the general public, except for assistance in boarding or deplaning.

"Service Animal" means an animal required by a person with a disability for assistance and certified, in writing, as having been trained to assist a person with a disability by a professional service animal institution.

"Tariff" means this tariff of fares, rates, charges and terms and conditions of carriage applicable to the provision of Domestic Services and Charters and ancillary services thereto;

"Tax" means an amount of money collected by the Carrier from the passenger pursuant an obligation imposed by governmental authority.

"Traffic" means any passengers or goods that are transported by air.

"Warsaw Convention" 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.

1.2 CURRENCY

Rates and charges are published in the lawful currency of Canada. Where payment is made in any currency other than Canadian, such payment shall be the equivalent of the Canadian dollar amounts published in this tariff on the basis of local banker's rates of exchange as calculated on the date of signing the air transportation contract.

1.3 MILEAGE DETERMINATION

For the purpose of computing rates and charges herein, the mileage to be used, including both live and ferry (if any) mileage, will be the shortest mileage covering the actual airport to airport great circle distance of the agreed to flight or flights.

1.4 EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

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

ISSUE DATE

13May2010

Issued by Joseph T. Sparling
Operations Manager

EFFECTIVE DATE

28June2010

**RULE 2.
APPLICATION OF TARIFF**

- a) This tariff is applicable to the transportation of passengers and their baggage or goods on an International and/or Transborder Service, using aircraft operated by Air North, Yukon's Airline.
- b) An air service will be furnished under the terms of this tariff only after an appropriate written air transportation contract, in the form prescribed by Air North, Yukon's Airline, is executed by the charterer and the carrier.
- c) Air transportation shall be subject to the rules, rates and charges published or referred to in this tariff in effect, by virtue of the effective date on each page, on the date of signing of the air transportation contract.
- d) The contents of this tariff shall form part of the air transportation contract between the carrier and the charterer and in the event of any conflict between this tariff and the contract this tariff shall prevail.

**RULE 3.
COMPUTATION OF CHARGES**

Not applicable to transportation between Canada and the United States.

ISSUE DATE

13May2010

Issued by Joseph T. Sparling
Operations Manager

EFFECTIVE DATE

28June2010

**RULE 4.
CONDITIONS OF CARRIAGE**

4.1 Passports and Visas

A. Responsibility of Passenger

- I. Each person desiring transportation across any international or transborder boundary shall be responsible for obtaining all necessary travel documents and for complying with the laws of each country from, through or to which he/she desires transportation, and unless applicable laws provide otherwise, shall indemnify the carrier for any loss, damage, or expense suffered or incurred by the carrier by reason of such passenger's failure to do so. The carrier shall not be liable for any aid or information given orally or in writing or otherwise; or for the consequences to any passenger resulting from his failure to obtain such documents or to comply with such laws.
- II. Subject to applicable laws and regulations, the passenger shall pay the applicable fare whenever the carrier, on Government order, is required to return a passenger to his point of origin or elsewhere due to the passenger's inadmissibility into or deportation from a country, whether of transit or of destination. The fare applicable will be the fare that would have been applicable had the original ticket designated the revised destination on the new ticket. Any difference between the fare so applicable and the fare paid by the passenger will be collected from or refunded to the passenger as the case may be. The carrier will apply to the payment of such fares any funds paid by the passenger to the carrier for unused carriage, or any funds of the passenger in possession of the carrier. The fare collected for carriage to the point of refusal or deportation will not be refunded by the carrier unless the law of such country requires that such fare be refunded.

4.2 Carriage of Passengers

Air North, Yukon's Airline reserves the right to refuse to transport or remove at any point, any person if necessary, for reasons of the health, comfort and safety of that person as well as passengers, Air North's employees, the aircraft and safe operation of the aircraft. Air North will not permit any violation of applicable laws or regulations and will respect any governmental authority of those jurisdictions wherein the aircraft will travel. The following rules apply with respect to the boarding or transportation of passengers by the Carrier:

A. Passenger Tickets

- I. No person will be entitled to transportation without a valid reservation and presentation of a valid electronic ticket receipt or photo identification. Such electronic ticket entitles the passenger to transportation only between points of origin and destination and the routing designated thereon.
- II. The bearer of the ticket must present identification in accordance with Transport Canada regulations as well as the laws of each country from, through or to which they desire transportation, prior to boarding the aircraft.
- III. Electronic tickets are transferable, though subject to a name change fee, as defined in Rule 5.2.
- IV. Seat assignments are not guaranteed and are subject to change without notice.

B. Space and Weight Limitations

Passengers and baggage or goods will be carried within space and weight limitations of the aircraft. Should this policy result in a passenger being denied boarding on a flight for which such passenger has paid a fare, the following shall apply:

- I. The right to obtain a refund for said flight will be forfeited if the passenger has not checked in at least thirty minutes prior to scheduled departure.
- II. If the passenger is denied boarding after checking in more than 30 minutes prior to scheduled departure, Air North will reprotect them on another flight offered by the Carrier at a later time, at no additional cost to the passenger.

C. Carriage of Persons with Disabilities

- I. Except for safety-related matters governed by Transport Canada, the carrier 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 there is a lack of a personal attendant or based on the assumption that the passenger may require additional attention from airline employees.

Persons with a disability will be accepted for transportation as outlined below:

Disability	Attendant Required
Blind	No
Deaf	No
Blind and Deaf/Self-reliant	No
Blind and Deaf/Non-self-reliant	Yes
Intellectual/Self-reliant	No
Intellectual/Non-self-reliant	Yes
Ambulatory/Self-reliant	No
Ambulatory/Non-self-reliant	Yes
Non-ambulatory/Self-reliant	No
Non-ambulatory/Non-self-reliant	Yes

Note: The number of persons with disabilities on a single flight may be limited, based on passenger safety considerations, aircraft specifications, and airport handling facilities.

- II. The carrier will refuse to transport, or will remove at any point, any passenger whose actions or inactions prove to the carrier that his/her mental or physical condition is such as to render him/her incapable of caring for himself/herself without assistance, unless he/she is accompanied by an attendant who will be responsible for caring for him/her en route and, with the care of such an attendant, he/she will not require attention or assistance from employees of the carrier beyond the services normally provided by the carrier.
- III. Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows, in over-wing emergency exit rows, where the ventral stair may have to be used as an emergency exit.
- IV. In addition to the regular free baggage allowance, the carrier will accept the following items as priority checked baggage without charge:
 - i) an electric wheelchair, a scooter or a manually operated rigid-frame wheelchair;
 - ii) a manually operated folding wheelchair;
 - iii) a walker, a cane, crutches or braces;
 - iv) any device that assists the person to communicate better; and
 - v) any prosthesis or medical device.
- V. The assembling and disassembling of mobility aids is provided by the carrier without charge.
- VI. The carrier 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 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. Service animals will not be carried unless proper permits are obtained for entry into the countries of transit/final destination, and such permits are presented prior to commencement of travel. Should injury or death of a service animal result from the fault or negligence of the carrier, the carrier will undertake to provide expeditiously, and at its own expense, for the medical care, and if necessary, the replacement of the animal.

- VII. If a mobility aid is damaged or lost, the carrier will, if possible, immediately provide a suitable temporary replacement without charge. If a damaged aid can be repaired, the carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible. If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours after the passenger's arrival, the carrier will, at its discretion, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.
- VIII. Reservations should be made at least 48 hours in advance of travel, advising the carrier as to the nature of the disability and assistance required, so that arrangements can be made. The carrier will make every effort to accommodate passengers who fail to make reservations 48 hours in advance.

Services to be provided upon request will include:

- assisting with registration at the check-in counter;
- assisting in proceeding to the boarding area;
- assisting in boarding and deplaning;
- assisting in stowing and retrieving baggage;
- assisting in moving to and from an aircraft lavatory;
- assisting in proceeding to the general public area or, in some cases, to a representative of another carrier;
- transferring a person between the person's own mobility aid and a mobility aid provided by the carrier;
- transferring a person between a mobility aid and the person's passenger seat;
- providing limited assistance with meals and inquiring periodically during a flight about a person's needs; and
- briefing individual passengers with disabilities and their escorts on emergency procedures and the layout of the cabin.

Acceptance of Mobility Aids

The carrier 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;
- (3) where space and facilities permit, while the person is moving between the terminal and the passenger seat.

Where space permits, the carrier will, without charge, permit the person to store small aids in the passenger cabin during the flight. Mobility aids will be the last items to be stowed in the aircraft hold and the first items to be removed.

Boarding and Deplaning

Persons with disabilities needing assistance will be boarded separately (normally prior to all other passengers) and disembarked separately (normally after all other passengers). If requested, the carrier and airport authorities will make arrangements for assisting persons with disabilities with outbound/inbound governmental clearance and with baggage delivery.

Communication of Information

The carrier will ensure that instructions relating to special handling requests from persons with disabilities are passed on to the cabin crew 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 both visually and verbally to persons with disabilities who request such a service.

Inquire Periodically

When persons in wheelchairs who are not independently mobile are waiting to board an aircraft, the carrier and airport or ground handling staff will inquire periodically about their needs.

Seating Assignment

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

The carrier will provide appropriate seating for persons with disabilities. However, such seating must not be in an emergency exit row, which is defined as a row that provides direct access to an exit without going into an aisle. Persons with disabilities and their attendants will, if they so request, be seated together or in other seating arrangements of their choice.

D. Acceptance of children

- I. Children under 12 years of age are accepted for transportation when accompanied on the same flight by a passenger at least 12 years of age.
- II. Children aged 5 to 11 years inclusive will be carried unaccompanied on flights providing: the child is brought to the airport by a parent or responsible adult; the child has satisfactory evidence establishing his age on the date of commencement of carriage; the child possesses written information showing the name and address of the responsible adult meeting the child at destination; and prior to releasing custody of an unaccompanied child, the agent will obtain positive identification of the responsible party meeting the child and the signature of the said party.
- III. The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.
- IV. Children under the age of two (2) years are considered infants and can be carried free of charge by an adult sharing the same seat. Proof of age must be provided, and one adult can travel with no more than one infant in a shared seat.

4.3 Refusal to Transport

- A. The carrier may refuse to transport or may remove any passenger from any flight at any point, for any reason, including but not limited to the following:
- I. **Government Request** – whenever such action is necessary to comply with any government regulation, or at the direction of a government , or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control (including but not without limitation, acts of God, or events of force majeure, strikes, civil commotions, embargoes, wars, hostilities or disturbances) actual, threatened or reported.
 - II. **Search of Passenger or Property** – if a passenger refuses to permit search of his/her person or property for explosives or a concealed , deadly or dangerous weapon or article.
 - III. **Proof of Identity/Age** – If a passenger refuses to provide proof of age or identity as requested by the carrier, the carrier may, at its discretion and at any time, refuse to transport the passenger. In addition, when a passenger is traveling on a fare that has a particular age requirement for qualification, proof of age may be required.
 - IV. **Method of Payment** – when the carrier has reasonable grounds to believe that a ticket was acquired fraudulently, including through the unauthorized or illegitimate use of a credit card.

- B. Air North may refuse to transport or may remove at any point, any passenger for/who:
- I. Conduct deemed disorderly, abusive, violent, belligerent, obscene and/or irrational so as to be a hazard or potential hazard to Air North employees or other passengers.
 - II. Appear to be intoxicated or significantly impaired by alcohol or drug consumption.
 - III. Conduct of a threatening, harassing, or assaulting nature toward passengers, Air North employees or property, including but not limited to the aircraft.
 - IV. Carry dangerous or deadly weapons on the aircraft, with the exception of on duty escorts or peace officers, who have complied with Air North policy.
 - V. Refuse to provide positive proof of identification in accordance with Transport Canada regulations, as well as required travel documents when crossing international boundaries, or whose travel through or embarkation from Canada or any other point would be unlawful.
 - VI. Smoking or attempted smoking in an aircraft.
 - VII. Unauthorized intrusion or attempted intrusion into the flight deck of an aircraft.
 - VIII. Failing to comply with all instructions, including all instructions to cease prohibited conduct, given by the carrier's employees.

The carrier will refuse passage to any person when:

- i. Such action is necessary for reasons of safety.
- ii. Such action is necessary to prevent violation of any applicable law, regulation or order of any country or possession to be flown over.

- C. The carrier may impose any one or combination of the following sanctions, once a passenger has engaged in any of the prohibited conduct as described above:
- I. Refuse to transport the passenger;
 - II. Removal of the passenger at any point;
 - III. Probation.

The carrier reserves the right, using its reasonable discretion, to impose the sanction(s) it considers appropriated in the circumstances of each case considering the severity of the prohibited conduct. Prohibited conduct may entail the imposition of an indefinite or permanent ban from travel with the carrier. The carrier may stipulate that the passenger is to follow certain probationary conditions, such as not to engage in prohibited conduct, in order for the carrier to provide transportation to said passenger, and these conditions may be necessary to ensure continued compliance. A permanent ban from travel with the carrier may be imposed due to the severe nature or repetition of the prohibited conduct.

Any person who is refused carriage may respond to the carrier, in writing, reasoning why the carrier should remove the sanction. The carrier will communicate its decision to the person within a reasonable time. The carrier's sole liability to a passenger refused transportation following an incident of prohibited conduct is to provide a refund for the unused portion of the passenger's ticket.

4.4 Carriage of Goods

Air North, Yukon's Airline reserves the right to refuse transportation of any goods likely to endanger the aircraft, persons or property, are likely to be damaged by air carriage, are unsuitably packed, or the carriage of which would violate any laws, regulations or orders of countries or possessions to be flown from, into or over. The following rules apply with respect to the carriage of goods:

A. Right to Inspect

All baggage or goods presented for transportation is/are subject to inspection by the carrier.

B. Space and Weight Limitations

The carriage of all goods are subject to the space and weight limitations of the aircraft. If the weight, size or character of baggage or goods renders such baggage or goods unsuitable for carriage on the aircraft, the carrier, prior to departure of the flight, will refuse to carry such baggage or goods or any part thereof.

C. Acceptance of Baggage

Boeing 737-200

A maximum of two pieces of checked baggage is permitted per passenger, at no additional charge. Each piece of baggage shall not exceed 32 kilograms (70lbs) or having combined dimensions of length, width and height of 193cm (76"). Baggage in excess of the free allowance will be subject to an excess baggage fee of CAD\$30.00, per piece. Baggage weighing more than 32 kilograms (70lbs) but not over 45 kilograms (100lbs) will be subject to an overweight fee of CAD\$40.00, per piece. Baggage exceeding combined dimensions of 193cm (76") will be subject to an oversized fee of CAD\$40.00. Baggage weighing more than 45 kilograms (100lbs) must be shipped as cargo.

Hawker Siddeley 748

A maximum of two pieces of checked baggage is permitted per passenger, at no additional charge. The total baggage weights shall not exceed 20 kilograms (44lbs). Additional baggage and checked baggage weighing between 21 kg (45 lbs) and 45 kg (100 lbs) are subject to excess and overweight baggage charges as per our [current cargo tariff](#). Baggage weighing more than 45 kilograms (100lbs) must be shipped as cargo.

D. Dangerous Goods and Live Animals

The carrier may refuse to transport any goods that are or may be dangerous or harmful to the passengers, air crew or the aircraft. The carrier shall refuse transportation of the following types or class of goods, unless prior written consent of the carrier is obtained and satisfactory measures are taken in the packaging of the good:

- i. Firearms of any description. Firearms for sport purposes will be carried as baggage provided the passenger possesses the required permit/licence as required by the country of destination, and provided that such firearms are disassembled or packed in a suitable case. The provisions of this subparagraph do not apply to Officers of the Law travelling in the line of duty and carrying legally prescribed sidearms or other similar weapons.
- ii. Explosives, munitions, corrosives and articles which easily ignite.
- iii. Pets including, dogs, cats and birds, when properly crated in leakproof containers and accompanied by valid health certificates or other documents where these are required. Such pets and animals may be carried in the cargo compartment of the aeroplane, or secured in the cabin subject to Transport Canada cabin baggage regulations. The carrier will limit the number of pets accepted per flight. The acceptance of animals will not be included as part of the passengers' free baggage allowance and will be subject to charges as per our current pet tariffs.

E. Mobility Aids

See section 4.2 , sub-section C, points IV – VII.

F. Cargo

Air North, Yukon's Airline is not currently transporting cargo on international flights.

RULE 5
PASSENGER RESERVATIONS & TICKETS

5.1 Payment Terms

Reservations must be paid for on the date on which the reservation is made, no later than twelve o'clock midnight – Pacific time. Should the passenger wish to cancel or change his/her booking the same day he/she makes the reservation, all fares, taxes and fees may be put into a credit towards a future flight with Air North, or a full refund back to the credit card.

5.2 Ticket Restrictions

The following rules and restrictions apply to Air North, Yukon's Airline economy fares:

A. Change Fees

Changes are permitted up to two hours prior to departure for a fee of CAD\$80.00 – SaverQ Fare, CAD\$50.00 – Saver Fare and CAD\$25.00 – Optimum Fare, per person, plus GST. Any applicable fare difference and applicable taxes, will also apply. Name changes are permitted for a fee of CAD\$80.00 – SaverQ Fare, CAD\$50.00 – Saver Fare and CAD\$25.00 – Optimum Fare, per person, plus GST.

B. Cancellations

Tickets can be cancelled up to two hours prior to departure for a fee of CAD\$80.00 – SaverQ Fare, CAD\$50.00 – Saver Fare and CAD\$25.00 – Optimum Fare, per person, plus applicable taxes. Credit files are created for the remainder of the funds, and will expire after one year from date of purchase.

C. No Show Policy

SaverQ Fare: Passengers who do not show up for a flight or cancel within two hours of departure, do not receive a future travel credit or a refund.

Saver Fare: Passengers who do not show up for a flight or cancel within two hours of departure, do not receive a future travel credit or a refund.

Optimum Fare: Passengers who do not show up for a flight or cancel within two hours of departure, are subject to a fee of \$125.00, per person, plus GST and a credit file will be created for the remainder of the funds, and will expire after one year from date of purchase.

D. Refunds

After the day of booking, all fares, taxes, and fees are non-refundable; however, they may be used as credit towards a future flight with Air North, for one year from the date of purchase.

5.3 Carrier Cancellation

Air North, Yukon's Airline reserves the right to change or cancel a planned departure, route, schedule or equipment, at any time, for any reason, without notice to any affected passengers. The Carrier shall provide any affected passengers with a credit toward future travel valid for one year from the cancellation date or a refund, both of which shall not exceed the original fare paid by the passenger in respect of that flight.

RULE 6
LIMITATION OF LIABILITY - PASSENGERS

For travel governed by the Montreal Convention

For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

For travel governed by the Warsaw Convention

Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not "international carriage", as defined by the Warsaw Convention. However, the carrier with respect to all international transportation, as defined in the said Convention, performed by it, agrees that the limit of liability for each passenger for death or wounding or other personal injury shall be limited to proven damages not to exceed the sum of SDR 100,000 exclusive of legal fees and cost.

For travel governed by either the Montreal Convention or the Warsaw Convention

Nothing herein shall be deemed to affect the rights and liabilities of the carrier with regard to any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger.

RULE 7
LIMITATION OF LIABILITY – BAGGAGE OR GOODS

For travel governed by the Montreal Convention

For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

NOTE: Notwithstanding the normal carrier liability, as contained in this tariff, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid. - See Rule 4,C, VII.

For travel governed by the Warsaw Convention

Carrier liability for the loss of, damage to or delay in the delivery of any personal property, including baggage that is carried as checked baggage and goods, is limited to the sum of 250 francs per kilogram.

As regards objects of which the passenger takes charge himself/herself the liability of the carrier is limited to 5,000 francs per passenger.

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. - See Rule 4,C, VII.

In the case of loss, damage or delay of part of property carried as checked baggage, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the property lost, damaged or delayed. Nevertheless, when the loss, damage or delay of a part of the property affects the value of other property covered by the same baggage check, the total weight of the property covered by the baggage check shall also be taken into consideration in determining the limit of liability.

The monetary unit referred to in this Rule shall be deemed to refer to the gold franc referred to in the *Carriage by Air Act*, R.S., c. C-26. For the purpose of settlement of claims and in the event of an action against the carrier, any sum in francs shall be converted into Canadian dollars by:

- (a) converting francs into Special Drawing Rights at the rate of one Special Drawing Right for 15.075 francs; and
- (b) converting Special Drawing Rights into Canadian dollars at the rate established by the International Monetary Fund.

The rate of exchange for converting Special Drawing Rights into Canadian dollars shall be the rate prevailing on the date on which the amount of any damage to be paid by the carrier is ascertained by a court or, in the event a settlement is agreed between carrier and claimant, on the date settlement is agreed.

NOTE: At the time of filing of this tariff provision, 250 francs convert to approximately CAD \$33.00 and 5000 francs convert to approximately CAD \$660.00. These converted values are provided for general reference only. Carrier's liability will be calculated for each claim individually, based on the formula set out in this Rule.

For travel governed by either the Montreal Convention or the Warsaw Convention

Air North, Yukon's Airline does not provide an excess valuation service. Whether the passenger or charterer declares value or not, in no case shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.

In the case of damage or partial loss, the person entitled to delivery must complain to the carrier forthwith after discovery of the damage or partial loss, and, at the latest, within seven days from the date of receipt of the baggage. In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the baggage has been placed at his disposal. In the case of loss, the complaint must be made at the latest within twenty-one days from the date the baggage should have been delivered. Every complaint, whether for loss, partial loss, damage or delay, must be made in writing and must be dispatched within the times aforesaid. Failing complaint within the times aforesaid, no action shall lie against the carrier.

**RULE 8.
LIMITATION OF LIABILITY – SERVICE ANIMALS**

See Rule 4.2 , sub-section C, point -VI.

**RULE 9.
DENIED BOARDING COMPENSATION**

Not applicable as Air North, Yukon's Airline does not oversell flights.

ISSUE DATE

13May2010

Issued by Joseph T. Sparling
Operations Manager

EFFECTIVE DATE

28June2010