

**TARIFF CONTAINING RULES  
APPLICABLE TO SERVICES  
FOR THE TRANSPORTATION OF  
PASSENGERS AND BAGGAGE OR GOODS  
BETWEEN  
POINTS IN CANADA**

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ISSUE DATE

ISSUED BY

EFFECTIVE DATE

October 3, 2006

Michael Deluce  
Executive Vice President  
Porter Airlines Inc.  
Toronto City Centre Airport  
Toronto, Ontario  
M5V 1A1

October 3, 2006

PORTER AIRLINES INC.

CTA (A) No.1

DOMESTIC TARIFF

8<sup>th</sup> Revised Page 1  
Cancels 7th Revised Page 1

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For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

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

CTA(A)	Canadian Transportation Agency
APPR	<i>Air Passenger Protection Regulations, SOR/2019-150 made pursuant to the Canada Transportation Act, S.C. 1996, c. 10</i>
IATA	International Air Transport Association
Cont'd	Continued
No.	Number
\$	Dollar(s)
(R)	Denotes reductions
(A)	Denotes increases
(C)	Denotes changes which result in neither increases or reductions
(X)	Denotes cancellation
(N)	Denotes addition
(CAN)	Canadian
CAD	Canadian Dollars

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July 11, 2019

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**SECTION 1 – GENERAL RULES****RULE 1. DEFINITIONS**

**Air Waybill** means a non-negotiable airbill of the required number of copies, covering the cargo transported by the carrier subject to this tariff.

**Applicable Fare** means the fare which would be applicable pursuant to the rules and fares set out in this tariff.

**Baggage** which is equivalent to luggage, means such articles, effects and other personal property of the passenger as are necessary or appropriate for wear or use in connection with the passenger trip.

**Baggage Check** means those portions of the ticket which provide for the carriage of passenger(s) checked baggage and which are issued by the carrier as a receipt for passenger(s) checked baggage.

**Baggage Tag** means a document issued by the carrier solely for identification of checked baggage, one portion of which is attached by carrier to a particular article of checked baggage and the other portion of which is given to the passenger.

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

**Carrier** means Porter Airlines Inc.

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

**Class of Service** means the compartment of the aircraft in which the passenger is entitled to be transported pursuant to the general schedule of the carrier.

**Codeshare** means a marketing arrangement between two or more carriers in which a carrier may sell seats using its own airline code (Marketing Carrier) on a flight operated by the other carrier (Operating Carrier). Except as specifically indicated otherwise, Codeshare as used in this tariff shall not include flights operated by Porter Airlines (Canada) Limited.

**Controllable** means caused primarily by factors within the Carrier's control, but excludes a Flight Disruption which is Controllable for Safety;

**Controllable for Safety** means caused primarily by factors within the Carrier's control but required in order to reduce risk to passenger safety;

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**Denied Boarding** means not being permitted to occupy a seat on board a flight despite having met all boarding requirements by the prescribed time because the number of seats that may be occupied on the flight is less than the number of passengers who have checked in by the required time, hold a confirmed reservation and valid travel documentation and are present at the boarding gate at the required boarding time.

**Destination** means the point to which the passenger(s) to be transported on a flight is bound.

**Flight Disruption** means a delay or cancellation of the Carrier's flight;

**Goods** means anything that can be transported by air, including animals, other than in planeload and baggage.

**Marketing Carrier** means a carrier that sells seats using its own airline code for a flight operated by another carrier (Operating Carrier).

**Miscellaneous Charges Order** means a document issued by a carrier or its agents requesting provision of services to the person named in such document.

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

**Operating Carrier** means the carrier that operates a flight, whether that flight was sold by the Operating Carrier under its own airline code or by another airline using its code (Marketing Carrier) under a Codeshare arrangement.

**Origin** means the point from which a flight commences with the passengers to be transported.

**Outward Destination** means that stopover point on the passenger's itinerary which is furthest from the passenger's point of origin.

**Passenger** means any person, except members of the crew, carried or to be carried in an aircraft with the consent of the carrier pursuant to an agreement.

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

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**Reroute** 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 honour 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.

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

**Routing** means the carrier(s) and/or the cities and/or class of service and/or type of aircraft via which transportation are provided between two points, as specified in this tariff.

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

**Ticket** means the electronic confirmation, or confirmation number, and/or itinerary/receipt, if applicable, baggage check and accompanying notices that incorporate this contract of carriage.

**Traffic** means any passengers, goods or mail that are transported by air.

**Uncontrollable** means caused primarily by factors outside the Carrier's control;

## **RULE 2. APPLICATION OF TARIFF**

- (a) This tariff contains the conditions of carriage and practices upon which the carrier transports and agrees to transport and are expressly agreed to by the passenger to the same extent as if such rules were included as conditions in the contract of carriage, provided that in the event of any conflict between this tariff and the *Canada Transportation Act*, the *APPR*, the *Carriage by Air Act*, or other applicable law, the applicable law shall govern to the extent of such conflict.

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- (b) Porter Airlines is a “small carrier” as defined in the APPR.
- (c) Transportation is subject to the rules, fares and charges in effect on the date on which such transportation commences at the point of origin designated on the tickets.
- (d) References to pages, rules, items and notes are continuous and include revisions, supplements thereto and reissues thereof.
- (e) The carrier will be responsible for the furnishing of transportation only over its own lines. When any carrier undertakes to issue a ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier (whether or not such transportation is part of a through service), such carrier will act only as agent for such other carrier and will assume no responsibility for the acts or omissions of such other carrier.
- (f) No agent, employee or representative of the carrier has authority to alter, modify or waive any provisions of the contract of carriage or of this tariff unless authorized in writing by an officer of the carrier.

### **RULE 3. PASSPORTS AND VISAS – RESPONSIBILITY OF PASSENGER**

- (a) Each passenger desiring eventual transportation across any international boundary shall be responsible for obtaining all necessary travel documents and for complying with the laws of each country from, through or to which he desires transportation and unless applicable laws provide otherwise, shall indemnify each carrier for any loss, damage or expense suffered or incurred by such carrier by reason of such passenger’s failure to do so. No carrier shall be liable for any aid or information given by an agent or employee of such carrier to any passenger in connection with obtaining such documents or complying with such laws, whether given orally or in writing or otherwise; or for the consequences to any passenger resulting from his failure to obtain such documents or to comply with such laws.
- (b) Subject to applicable laws and regulations, the passenger shall pay the applicable fare whenever the carrier, on Government order, is required to return a passenger to his

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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.

#### **RULE 4. CAPACITY LIMITATIONS**

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

#### **RULE 5. TRANSPORTATION OF A PERSON WITH A DISABILITY**

(a) Definitions:

**Ambulatory** means a person who is able to move about within an aircraft unassisted.

**Non-Ambulatory** means a person who is not able to move about within the aircraft unassisted.

**Non-self-reliant** means a person who is NOT Self Reliant, as defined below.

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**Self-reliant** means a person who is independent, self-sufficient and capable of taking care of all his/her physical needs during flight, and in particular, during an emergency evacuation or decompression 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 that is required by a person with a disability for assistance and is certified, in writing, as having been trained to assist a person with a disability by a professional service animal institution and which is properly harnessed in accordance with standards established by a professional service animal institution.

(b) Acceptance of a passenger with a disability:

- (1) The carrier will accept the determination of a person with a disability as to self-reliance. When a passenger has advised a carrier of his self-reliance, a carrier shall not refuse such passenger transportation on the basis that there is a lack of escort or that the passenger may require additional attention from airline employees.
- (2) Passengers with a disability will be accepted for transportation as outlined below:

<u>Disability</u>	<u>Assistant Required</u>
Blind	No
Deaf	No
Blind and Deaf/Non-self-reliant	Yes
Blind and Deaf/Self-reliant	No
Intellectually Disabled/Self-reliant	No
Intellectually Disabled/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 maximum per flight may be limited subject to passenger safety limitations, aircraft specifications, and airport handling facilities available at departure or arrival airports.

- (3) The carrier reserves the right to require a medical clearance from a registered physician if travel involves any unusual risk or hazard to the passenger or to other persons (including, in cases of pregnant passengers, unborn children).

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- (4) The carrier will refuse to transport or will remove at any point, any passenger whose actions or inactions prove to the carrier that his mental or physical condition is such as to render the passenger incapable of caring for himself/herself without assistance, unless the passenger is accompanied by an attendant who will be responsible for caring for such passenger en route, and with the care of such an attendant, such passenger will not require unreasonable attention or assistance from employees of the carrier.
- (c) Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows.
- (d) 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 a reasonable effort to accommodate passengers who fail to make reservations 48 hours in advance.
- (e) The carrier will accept the following items as priority checked baggage without charge:
- (1) Wheelchairs with non-spillable batteries, with terminals disconnected and taped.
  - (2) Mobility aids such as, but not limited to, manually operated wheelchairs, scooters, walkers, crutches and canes.

The carrier will assume responsibility for the disassembling and assembling of mobility aids.

- (f) Walkers, crutches and canes may be retained in the passenger's custody provided they are stowed in a manner consistent with Transport Canada requirements concerning security, safety and hazardous materials.

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- (g) 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. Such an animal may not occupy a seat in the aircraft. For the comfort of all passengers, the carrier staff will determine, in consultation with the person with a disability, where the person and service animal will be seated. 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 to 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 medical care, and if necessary, replacement of the animal.
- (h) If a mobility aid is damaged or lost, the carrier will 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.
- (i) The carrier 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;

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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 the carrier;
8. Transferring a person between a mobility aid and the person's passenger seat;
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 attendant on emergency procedures and the layout of the cabin.

#### **RULE 6. REFUSAL TO TRANSPORT**

- (a) The carrier reserves the right to refuse to board or transport any passenger and to remove any passenger from any flight for any one or more of the following reasons:
  - (1) **Government Request or Regulations** – whenever such action is necessary to comply with any government regulation 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 without limitation, acts of God, force

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- majeure, strikes, civil commotions, embargoes, wars, hostilities or disturbances) actual, threatened or reported.
- (2) **Refusal to Comply with Public Health/Safety Procedures** – if a Passenger refuses to comply with reasonable public health screenings or other procedures aimed at protecting public health, irrespective of whether those procedures are imposed or conducted by the Carrier or another party such as an airport authority or governmental authority.
- (3) **Passenger's Conduct or Condition** – a passenger whose conduct, status, age or mental or physical condition is such as to:
- i. make such refusal or removal necessary for the reasonable safety or comfort of other passengers, or
  - ii. involve any unusual hazard or risk to himself or to other persons (including, in cases of pregnant passengers, unborn children) or to property.
- A. **Search of Passenger or Property** of a passenger who refuses to permit search of his person or property for explosives or a concealed, deadly or dangerous weapon or article.
- B. **Proof of Identity/Age** The carrier may, at its discretion and at any time, require proof of identity from any passenger. All passengers are required to present one piece of valid government-issued photo ID that shows name, date of birth and gender, such as a driver's license or a passport. Passengers may also present two pieces of valid government-issued non-photo ID, at least one of which shows name, date of birth and gender, such as a birth certificate. Failure to provide proof as requested constitutes grounds for refusal to transport.
- C. **Smoking on Board** The carrier does not permit smoking on any flight. Any passenger failing to comply with this policy may be removed from the aircraft at any intermediate stop or may be refused onward carriage from any intermediate stop or stopover point.
- D.

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- E. The carrier may refuse to transport or may remove at any point any passenger whose behaviour is interfering or has interfered with the safety or comfort of any other passenger or any crewmember.
- iii. If such refusal or removal is, in the carrier's reasonable discretion, necessary or desirable for reasons of the health, comfort or safety of that person, passengers, the carrier's employees or agents, the air crew, 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. In particular, but without limiting the generality of the foregoing, the carrier's right of refusal to board or transport a passenger and to remove a passenger shall include all acts defined as Prohibited Conduct in Rule 6(c) below.
- (b) The carrier will refuse to transport any passenger if:
- (1) the travel documents of such passenger are not in order;
  - (2) for any other reasons, such passenger's entry into, transit through or embarkation from Canada or any other point would be unlawful, or;
  - (3) such passenger fails or refuses to comply with the rules and regulations of the carrier.
- (c) The carrier may, in its reasonable discretion, impose sanctions on any person who engages in or has engaged in any conduct or behaviour 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, the carrier's employees or agents, air crew or aircraft or the safe operations of the carrier's aircraft (the "Prohibited Conduct").

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- (1) Examples of Prohibited Conduct that could give rise to the imposition of sanctions include, but are not limited to:
- i. significant impairment arising from the consumption or use of alcohol or drugs prior to boarding or while on board an aircraft of the carrier;
  - ii. engaging in belligerent, lewd or obscene behaviour toward a passenger or employee or agent of the carrier;
  - iii. threatening, harassing, intimidating, assaulting or injuring a passenger or employee or agent of the carrier;
  - iv. tampering with or willfully damaging an aircraft, its equipment or other property of the carrier;
  - v. failing to comply with all instructions, including all instructions to cease Prohibited Conduct, given by the carrier's employees;
  - vi. unauthorized intrusion or attempted intrusion onto the flight deck of an aircraft;
  - vii. smoking or attempting to smoke in an aircraft;
  - viii. wearing or carrying dangerous or deadly weapons on aircraft (other than on duty escort or peace officers who have complied with the carrier's guidelines);
  - ix. inability or unwillingness to sit in the seat with the seatbelt fastened;
  - x. use of a cellular telephone, a laptop computer or an electronic device on board the aircraft after being advised to cease such use by a member of the crew;
  - xi. while onboard the aircraft, filming, photographing, or recording the image and/or voice by any other electronic means of other passengers and/or crew without the express consent of the person(s) being filmed, photographed or recorded, or continues to film, photograph or record the image of other passengers and/or crew after being advised to cease such conduct by a member of the crew.

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- (2) The sanctions the carrier may impose on a person may be any one or a combination of the following:
- i. written or verbal warning;
  - ii. refusal to permit boarding of an aircraft;
  - iii. removal from an aircraft at any point;
  - iv. 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 the Carrier during the probationary period that will not normally exceed one (1) year;
  - v. refusal to transport the person on a one time basis, for an indefinite period or permanently, as determined by the carrier.

The carrier reserves the right, in its reasonable discretion, to impose the sanction or sanctions it considers appropriate in the circumstances of each case considering the severity of the Prohibited Conduct. Prohibited Conduct described in paragraph (1)(iii), (iv), (vi) or (viii) will usually entail the imposition of an indefinite or permanent ban from travel with the carrier. The carrier's customer care staff, security staff, airport customer service staff and air crew and individually authorized in their reasonable discretion, to impose sanctions described in paragraphs (2)i, ii or iii above. Members of the carrier's customer care and security departments are authorized in their reasonable discretion to impose sanctions described in paragraphs (2)iv or v above and will review the circumstances of each case prior to their imposition of any such sanctions. The carrier will provide a person with written notice of the imposition of a sanction under paragraphs (2)iv or v above. Any person who is given a sanction pursuant to paragraph (2)v may respond in writing to the carrier with reasons why the carrier should remove the sanction within thirty (30) days. The carrier may remove a sanction imposed on a person pursuant to paragraph (2)v, if, in the carrier's reasonable discretion, and considering the person's previous conduct, the carrier determines that the person will not engage in further Prohibited Conduct and the carrier will communicate its decision to the person within a reasonable time.

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Despite anything written elsewhere in this tariff, the carrier's sole liability to a person whom the carrier refuses to carry following an incident of Prohibited Conduct is to provide a refund to the person of the unused portion of the person's fare.

These remedies are without prejudice to carrier's other rights and recourses, namely to seek recovery of any damage resulting from the Prohibited Conduct or as otherwise provided in the carrier's tariff.

- (d) **Liability** The carrier is not liable for its refusal to transport any passenger or for its removal of any passenger in accordance with the preceding paragraphs of this rule.

#### **RULE 7. ACCEPTANCE AND SEATING OF CHILDREN**

- (a) **Accompanied** - Children under 12 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least 16 years of age.
- (b) **Seating** – The Carrier will facilitate the assignment of a seat to a child under the age of 14 in close proximity to a parent, guardian or tutor at no extra charge, as follows:
- i. The Carrier's automatic seat assignment process, which assigns seats to those passengers who have not already selected their seats approximately 24 hours prior to scheduled departure, will give priority to seating adults and children together where they are booked on the same itinerary and the adult has provided the child's date of birth during booking, without charging any seat selection fee.
  - ii. In addition, passengers may directly contact the Carrier's customer service call centre and make a request to be seated with their children during the booking process by telephone or after booking has been completed via any booking method, and the Carrier will assign them seats together if such seating arrangements remain available at the time the request is made, without charging any advance seat selection fee.

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- iii. Where a parent, tutor or guardian is traveling with a child who is not on the same itinerary or who has otherwise not been assigned a seat with an accompanying adult, the Carrier will, upon request at the airport, re-assign seats, including by relocating other passengers if no passenger voluntarily surrenders their seat.
  - iv. Adults accompanying children may select specific seats for themselves and children or other passengers on their itinerary in advance, either by purchasing a Freedom Fare, or by purchasing a Basic/Standard/Flexible Fare and paying the additional \$10-\$50 fee CAD/USD per passenger, per segment plus applicable taxes in accordance with Rule 12.
- (c) **Unaccompanied** – On flights it operates (but not on flights operated by our Codeshare or interline partners), the Carrier offers an Unaccompanied Minor service for a fee of \$100 CAD/USD plus applicable taxes. Carriage is to be solely on nonstop flights operated by the Carrier and will in no circumstance involve through flights, connecting flights or interline flights. The following conditions will apply:
- (A) Under 8 years, not accepted under any conditions.
  - (B) 8-11 years, accepted providing:
    - i. the child is brought to the airport by a parent or responsible adult;
    - ii. reservations are confirmed through to destination;
    - iii. the child will be met and taken into custody of a responsible adult at destination;
    - iv. the unaccompanied minor form is completed in full and accompanies the child from origin station to destination station;
    - v. the child possesses written information showing the name and address of the responsible adult meeting the child at destination;
    - vi. the flight on which space is held is not expected to terminate short of, or bypass the destination because of weather conditions;

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- vii. prior to releasing custody of an unaccompanied child, the agent must obtain positive identification of the responsible party meeting the child and the signature of the said party.
- (C) Handling unaccompanied children in situations involving irregular operations:
- i. The carrier will advise the contact at destination if the child is to arrive at destination by other than the original flight. If the carrier is unable to reach the contact at destination, it will advise the contact at origin.
  - ii. The carrier will assume custody of the child in case of diversion of flight.
  - iii. Prior to releasing custody of an unaccompanied child, the agent must obtain positive identification of the responsible party meeting the child and the signature of the said party.
- (d) **Responsibilities of the carrier** - The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

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ISSUE DATE

EFFECTIVE DATE

March 18, 2015

March 19, 2015  
Per Agency Decision 459-C-A-2014

**RULE 8.      LIMITATION OF LIABILITY - PASSENGERS**

- (a) The liability of the carrier in respect of the death of, or injury to, a passenger is limited to the sum of CAD \$200,000.00.
- (b) 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.
- (c) The carrier is not liable
  - (A) In the case of any passenger whose age or mental or physical condition, including pregnancy, is such as to involve an unusual risk or hazard, for any damages sustained by that passenger that would not have been sustained but for his/her age or mental or physical condition; or
  - (B) In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.
- (d) No action shall be maintained in respect of the death of, or injury to, a passenger unless notice of a claim is presented in writing to the head office of the carrier within thirty (30) days from the date of the death or injury.

**RULE 9.      LIMITATION OF LIABILITY - BAGGAGE**

- (a) The liability of the carrier in respect of loss, or damage to or delay of, baggage, except mobility aids, whether caused directly or indirectly by the act, neglect or default of the carrier or not, is limited to the sum equivalent to 1,131 Special Drawing Rights issued by the International Monetary Fund (approximately CAD \$2,075 as of the date hereof) per passenger for all baggage plus the amount of any baggage fees paid in respect of the damaged, delayed or lost bags, as the case may be.

The passenger shall be entitled to make, in writing at the time the baggage is handed over to the carrier, a special declaration of value (declared value) for each applicable bag. In any such case, the passenger shall be required to pay a supplementary charge, which shall be calculated as follows:

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- a. No charge shall be payable on that part of the declared value which does not exceed basic carrier liability;
- b. For that part of the declared value which does exceed basic carrier liability, a charge of CAD\$10.00 shall be payable per declaration.

If the passenger makes such a declaration and pays the supplementary charge, the carrier will be liable to pay a sum not exceeding the amount of the declared value, unless it proves that the amount of the declared value is greater than the passenger's actual value.

The passenger may declare a value in excess of basic carrier liability for the checked baggage to a maximum total liability of CAD\$3,000.00, including basic carrier liability.

- (b) The carrier will not accept fragile, valuable or perishable articles including money, jewelry, cameras, video and electronic equipment, silverware, negotiable instruments, business documents, samples, medications, paintings, antiques, furs, manuscripts or similar items in checked baggage or when otherwise placed in the care of the carrier. Unless otherwise specified, a valuable will be deemed any item whose value is \$1,000, or more, per kilogram or \$1.00 per gram.
- (c) Carrier shall not be liable for the destruction, loss, damage, or delay in delivery of any property which is not acceptable for transportation in accordance with subparagraph (b) above or for any other loss or damage of whatever nature resulting from any such loss or damage or from the transportation of such property, including damage or delay of unsuitably or inadequately packed items, to the extent that the destruction, loss or damage resulted from the inherent defect, quality or vice of the baggage, or, in case of delay, that the carrier, its agents, and servants took all measures that could reasonably be required to avoid the damage or that it was impossible to take such measures. This exclusion is applicable whether the non acceptable property is included in the passenger's checked baggage with or without knowledge of the carrier.
- (d) The limitations of liability of the carrier set out above in this Rule 9 will be waived for substantiated claims involving the loss, damage or delay in delivery of mobility aids when such items have been accepted into the care of the carrier as checked baggage or otherwise, but subject to the limitations, terms and conditions set out in the last paragraph of this Rule 9.
- (e) In no case shall the carrier's liability exceed the actual loss of the passenger excluding indirect, incidental and consequential damages. All claims are subject to proof of amount of loss.

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**RULE 10 - LIMITATION OF LIABILITY - GOODS**

Intentionally deleted, as the Carrier does not accept Goods for carriage.

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**RULE 10A - IN CABIN PETS PROVISIONS**

- (a) On flights operated by the Carrier (but not on flights operated by our Codeshare or interline partners), pets are accepted as set forth in this Rule 10A, limited to dogs and cats. Only one pet per passenger may be accepted for carriage in the passenger cabin.
- (b) The total number of pets carried in the passenger cabin is limited to two pets per flight.
- (c) Pets must be carried in a well-ventilated, **soft-sided** pet container/kennel, the dimensions of which must not exceed:

	<u>Height</u>	<u>Width</u>	<u>Length</u>
Soft-sided:	23cm (9in)	40cm (15.5in)	55cm (21.5in)

Pets must be contained in a clean, leak/escape proof cage or container/kennel with adequate space for the comfort of the pet. The cage or container/kennel is subject to approval by the carrier.

- (d) The maximum allowable weight for both the pet and in-cabin pet cage or container/kennel must not exceed 9kg/20lbs.
- (e) The in-cabin cage or container/kennel must be stored under the seat directly in front of the passenger.
- (f) The cage or container/kennel counts as the one standard article of carry-on baggage permitted on board. Passengers with the pets will only be allowed one additional personal item not to exceed 43cm x 16cm x 33cm (17in x 6in x 13in) and weighing less than 9kg (20lbs). All other baggage must be checked.
- (g) The animal must remain in the cage or container/kennel for the entire duration of the journey.
- (h) Pets must travel with an adult fare paying passenger. Unaccompanied minors may not travel with a pet. Advanced arrangements of at least 24 hours prior to scheduled departure time must be made with the carrier.

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- (i) The carrier may request a passenger with an in-cabin pet to change seats after boarding to accommodate other passengers.
- (j) **Charges:** The charge for transportation of a pet and cage or container/kennel in the passenger cabin will be \$50 CAD/USD per one way flight.
- (k) **Limitation of Liability:**

The passenger assumes full responsibility for the pet. Before the pet 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 pet will not be accepted for carriage.

The carrier will not accept responsibility for any event of loss, delay, injury, sickness or death of any pet accepted for transportation.

## SECTION II – TICKETS

### RULE 11. TICKETS

- (a) No person shall be entitled to transportation except upon presentation of a valid ticket (electronic confirmation), or a confirmation number.
- (b) Tickets are not transferable and the carrier is not liable to the owner of the ticket for honouring or refunding such ticket when presented by another person.
- (c) All ticket holders will be required to produce photo identification for verification at the time of check in and at the departure gate.
- (d) No tickets will be issued on an open basis. All tickets purchased must be for a specific flight on a specific date.

Except in the case of Basic Fare bookings, the flight identified on the ticket may be changed up to one (1) hour prior to scheduled departure time upon payment of the carrier's applicable ticket change charge plus applicable taxes. The charge is payable by the ticket holder and is chargeable per one-way travel, per person and per change. If the same fare is not available at the time of the requested change, the difference in fares will be applied in addition to the change fee plus applicable taxes.

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- (e) Except in the case of Basic Fare bookings, cancellations may be made up to one (1) hour prior to scheduled departure upon payment of the carrier's applicable ticket change charge plus applicable taxes. The charge is payable by the ticket holder and is chargeable per one-way travel, per person and per change. There will be no refund of the fare, however, a credit in the amount of the fare (less applicable change fee plus applicable taxes) will be available to the ticket holder for travel on a future flight up to a period of one (1) year from the date of original ticket issuance (*i.e.* date of travel must occur before expiry of the credit). When redeeming the credit toward a future booking, passenger may apply the credit toward the base fare, airlines surcharges, change fees, and government taxes and fees. Credit can be used one time only. If the total cost of the transaction to which the credit is applied is less than the value of the credit, the residual value left from its use is forfeited. Bookings using credit must be in the name of the owner of the credit. Credit may be transferred to another traveler one time only, and the credit's original expiration date shall continue to apply after any such transfer.
- (f) Subject to the provisions for changes to or cancellations of tickets referred to above, should the ticket not be used by the ticket holder for the flight in question the cost of the ticket will be forfeited and no credit will be available to the ticket holder.

### **SECTION III – RESERVATIONS**

#### **RULE 12. CONFIRMATION OF RESERVED SPACE**

A reservation of space on a given flight is valid when the availability and allocation of such space is confirmed by the carrier to a person subject to payment or other satisfactory credit arrangements. A passenger with a valid confirmation number reflecting reservations for a specific flight and date on the carrier is considered confirmed, unless the reservation was cancelled due to one of the reasons indicated in Rule 13. Advance seat assignments are not guaranteed and may be changed by the carrier without notice.

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**Seat Selection**

Subject to availability, passengers may select their seats in advance from the time of booking until commencement of boarding, subject to Seat Selection Fees applicable to certain fare categories, seat classes, routes and loyalty tiers, from \$10-\$50 CAD/USD plus taxes per passenger per segment as set out in the applicable fare rule.

Seat selections are not guaranteed (for example, a seat may become unserviceable; a seat may become unavailable due to operating load or weight and balancing considerations; or there may be a change in equipment rendering the pre-selected seat unavailable). If the passenger has paid a fee for advance seat selection and the Carrier cannot provide the seat selected by the passenger, the Carrier will nonetheless attempt to accommodate the passenger with a comparable seat. If the Carrier is unable to furnish a seat in respect of which a Seat Selection Fee has been paid, a refund of the fee is available to the affected passenger on request made to the Porter Call Centre or to [customerrelations@flyporter.com](mailto:customerrelations@flyporter.com).

**RULE 13. CANCELLATION**

All reservations are subject to cancellation without notice:

- (a) if the passenger fails to fulfill the requirements of the fare type of that reservation;
- (b) if the passenger is not present at the boarding gate at the time limit required prior to the scheduled departure time of the flight;
- (c) if the passenger fails to occupy a seat reserved (for example: a no-show);
- (d) if such action is necessary to comply with any governmental regulation or to comply with any governmental request for emergency transportation in connection with national defense, or whenever advisable by reason of weather or other conditions beyond the carrier's control.

If the carrier refuses to transport the passenger for any of the reasons stated above, even if a reservation was confirmed, the reservation may not be accepted for the flight specified. Cancellation will apply to remainder of passenger's through or connecting flights.

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**SECTION IV – FARES, ROUTINGS, RATES AND CHARGES****RULE 14. APPLICATION OF FARES AND ROUTINGS**

- (a) **General** – The price of transportation shall be disclosed at the time of confirmation, however, fares are subject to change without notice.
- (b) **Fare Changes** – The carrier’s fares are changed from time to time.
- (c) **Connecting Flights** – When an area is served by more than one airport and a passenger arrives at one airport and departs from another airport, transportation between those airports must be arranged by and at the expense of the passenger.
- (d) **Stopover**
  - (1) A stopover means a deliberate interruption of a journey by the passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination.
  - (2) In no event will a stopover occur when the passenger departs from the intermediate city on a flight scheduled to depart within four (4) hours after the passenger’s arrival.
- (e) **Routing** – A fare applies only to:
  - (1) Transportation via the routing specified by the carrier 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.
- (f) **Infants** – One infant under two (2) years of age not occupying a seat and accompanied by a passenger at least sixteen (16) years of age will be transported without charge. A birth certificate is required for all infants under age two (2).

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**(g) Payment Terms**

All fares are due and payable by a passenger at the time of the booking of the flight and on payment in respect of such flight, the Carrier, or an agent of the Carrier authorized for that purpose, shall issue an itinerary to the passenger setting forth the details of the flight. If no changes are made by the passenger prior to travel, the carrier guarantees that the fare paid at the time of booking shall be honoured.

**(h) Erroneous Fares**

- i. The Carrier reserves the right to cancel reservations and/or tickets issued with an erroneously quoted fare.
- ii. An erroneously quoted fare is one which the Carrier has, in good faith, mistakenly published and which is clearly erroneous when compared to fares usually published in the relevant routing.
- iii. The Carrier reserves the right to void the purchased ticket and refund the amount paid by the customer or, if customer agrees to forego the refund, offer the customer the ticket at a published fare that should have been available at time of booking.
- iv. The Carrier will use reasonable efforts to notify the customer as promptly as practicable after the Carrier becomes aware of the publishing of an erroneous fare, that all or any portion of their ticketed itinerary has been cancelled.
- v. With respect to interline itineraries, the Carrier will coordinate with other carriers in order to determine which of the interline carriers will notify the customer.

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**(i) Passenger Cancellation, Change and Refund Terms**

Except in the case of Basic Fare bookings, all fares are changeable and cancellable by a passenger up to one (1) hour prior to planned departure of the flight to which such fare relates; provided that, in respect of such change or cancellation, the following shall apply:

- (1) “Flexible” fares shall be non-refundable and subject to a \$50.00 change/cancellation charge per direction per passenger (\$0 on European Codeshare itineraries), plus the difference in fare, except where the passenger requests a change at the airport on the date of travel, in which case a \$75.00 flat fee per direction applies (\$0 on European Codeshare itineraries) (with no charge for any fare difference).

“Standard” fares shall be non-refundable and subject to a \$100.00 change/cancellation charge per direction per passenger (\$150 on European Codeshare itineraries), plus the difference in fare. except where the passenger requests a change at the airport on the date of travel, in which case a \$150.00 flat fee per direction applies (with no charge for any fare difference).

“Basic” fares cannot be changed or cancelled at any time, except within 24 hours of booking (see (2) below).

If a fare is cancelled, the Carrier shall provide the passenger with a credit, valid for one year from the original ticket issuance date, towards the provision of a fare relating to a future flight, which credit shall be equal to the amount paid for the original fare which was cancelled (including applicable fees, charges and taxes), less the change/ cancellation charge (including applicable taxes), if applicable. When redeeming the credit toward a future booking, passenger may apply the credit toward the base fare, airlines surcharges, change fees, and government taxes and fees. Credit can be used one time only. If the total cost of the transaction to which the credit is applied is less than the value of the credit, the residual value left from its use is forfeited. Bookings using credit must be in the name of the owner of the credit. Credit may be transferred to another traveler one time only, and the credit’s original expiration date shall continue to apply after any such transfer;

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- (2) the Carrier shall waive the change/cancellation fee where a reservation is changed/cancelled within twenty-four (24) hours from when the reservation was made;
  - (3) the fares of passengers who fail to show up for the flight to which the fare relates and do not otherwise cancel their reservation or change their reservation by the end of the day of such flight, shall be non-refundable and non-creditable towards future flights;
  - (4) notwithstanding the above, the Carrier reserves the right to waive, in whole or part, the payment by any passenger of a cancellation fee or a change fee.

**RULE 14A. FLIGHT DISRUPTIONS – STANDARDS OF CARE, COMPENSATION AND REFUNDS**

**Note:** As stated in Rule 1, the following terms, used in this Rule 14A, have the following meanings:

**Flight Disruption** means a delay or cancellation of the Carrier's flight.

**Controllable** means caused primarily by factors within the Carrier's control, but excludes a Flight Disruption or Denied Boarding which is Controllable for Safety.

**Controllable for Safety** means caused primarily by factors within the Carrier's control but required in order to reduce risk to passenger safety.

**Uncontrollable** means caused primarily by factors outside the Carrier's control.

**(a) Information and Communication**

In the case of a Flight Disruption or a Denied Boarding, the Carrier will:

- i. communicate to the passenger, using the passenger's selected method of communication from those made available by the carrier, the reason for the Flight Disruption based on the information available to the Carrier at the time of the communication; and

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- ii. in the case of a delay, communicate status updates to passengers every 30 minutes, or upon new information becoming available if feasible, until a new departure time for the flight is set or alternate travel arrangements have been made for the affected passenger; and

**(b) Standard of Treatment**

In the case of a Controllable or Controllable for Safety Flight Disruption resulting in a delay lasting two hours or more, the Carrier will provide:

- i. food and drink in reasonable quantities having regard to the length of the wait, the time of day and the location of the passenger, and
- ii. access to a means of communication;

provided that this shall not apply where the passenger is informed of the Flight Disruption more than 12 hours before their original scheduled departure.

**(c) Accommodations**

In the case of an overnight Controllable or Controllable for Safety Flight Disruption, the Carrier will provide, if needed, hotel or other accommodation that is reasonable having regard to the location of the passenger, as well as transportation between the airport and the accommodation, provided that this shall not apply where the passenger is informed of the delay more than 12 hours before their original scheduled departure;

**(d) Exception**

Notwithstanding sub-rules 14A(b) and (c) above, the Carrier may limit or decline to provide the standard of treatment described therein if it would further delay the passenger.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

**(e) Alternate Travel Arrangements and Refunds**

- i. In the case of a Flight Disruption which is Controllable or Controllable for Safety resulting in a delay of three hours or more, the Carrier will:
  - A. provide the passenger with a confirmed seat on the next available flight operated by the Carrier (or by a carrier with whom the Carrier has a commercial agreement, if any) and is traveling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket;  
or
  - B. if the passenger is no longer at the point of origin indicated on their ticket and alternate travel arrangements provided under sub-rule A above do not meet the passenger's travel needs because of the Flight Disruption, provide the passenger with a confirmed seat on the next available flight operated by the Carrier (or by a carrier with whom the Carrier has a commercial agreement, if any) to the passenger's point of origin and refund the passenger's ticket on request, or
  - C. if the alternate travel arrangements provided under sub-rule A above do not meet the passenger's travel needs because of the Flight Disruption and sub-rule B above does not apply, refund the unused portion of the ticket on request.
- ii. In the case of a Flight Disruption resulting in a delay of three hours or more which is Uncontrollable, the Carrier will provide the passenger with a confirmed seat on the the next available flight operated by the Carrier (or by a carrier with whom the Carrier has a commercial agreement, if any) and is traveling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket.
- iii. To the extent possible, the alternate travel arrangements shall be comparable to those of the original ticket. If the alternate travel arrangements provide for a higher class of service than the original ticket, no supplementary payment to the Carrier shall be required. If the alternate travel arrangements provide for a lower class of service than the original ticket, the carrier will refund the difference in the cost of the applicable portion of the ticket.

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**(f) Compensation for Controllable Flight Disruption**

In the case of a Controllable Flight Disruption resulting in a delay of three hours or more (including a delay resulting from a Controllable cancellation, but excluding Controllable for Safety delays/cancellations or those of which the Carrier informs the passenger more than 14 days before their scheduled departure), the Carrier will provide the passenger with compensation in the amount of:

- i. \$125 CAD if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by three hours or more but less than six hours, or if the passenger elects to cancel their ticket for a refund pursuant to sub-rule (e)(i)(C) above;
- ii. \$250 CAD if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by six hours or more but less than nine hours; or
- iii. \$500 CAD if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by nine hours or more; or

provided that (a) compensation shall not exceed \$125 for passengers who have requested a refund of their ticket under Sub-Rule 14A(e)(i)(C) above, and (b) compensation will only be available to eligible passengers who file a request for compensation within one year of the date on which the delay or cancellation occurred. The Carrier will either provide the compensation or respond with an explanation as to why compensation is not payable, within 30 days of the passenger's request for compensation.

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## SECTION V – BAGGAGE AND CARGO

### RULE 15. ACCEPTANCE OF BAGGAGE AND CARGO

**Applicability:** This Rule 15 applies to all flights operated by the Carrier which are subject to this tariff, and to certain interline itineraries as set forth in Rule 15A below, and subject to the exceptions stated therein.

All baggage or cargo presented for transportation is/are subject to inspection by the carrier and/or any government authority or agency.

(a) **Baggage** – The carrier will accept for transportation as baggage such personal property as is necessary for the wear, use, comfort or convenience of the passenger for the purposes of the trip, subject to the following conditions:

- (1) All baggage must be suitably externally identified and packed in suitcases or in similar containers in order to ensure safe and convenient carriage with ordinary care and handling.
- (2) Passengers may travel with one piece of checked baggage weighing 23 kg (50 lbs) or less, and additional pieces of checked baggage may be carried subject to space and weight availability. Except as indicated below, checked baggage is subject to charges from \$27.50-\$126.50 CAD/USD for first bag, \$50-\$258.75 CAD/USD for second bags, and \$100-\$258.75 for subsequent bags depending on the passenger's fare class, origin and destination, and whether the passenger pays the fee at the time of booking, otherwise in advance, or at the airport, as set out in the applicable fare rule.
  - Baggage fees are payable in CAD/USD, based on originating airport
  - Each bag weighing between 23 kg (50 lb) and 32 kg (70 lb) is considered 'overweight' and will be charged a fee of \$100-\$115 CAD/USD. Bags exceeding 32 kg (70 lb) will not be accepted for carriage.
  - Any single piece measuring more than 158 cm (62 in) total dimension (the sum of the length, width and height) is considered 'oversized' and will be charged an additional \$100-\$115 CAD/USD.
  - No single piece of baggage can exceed 203 cm (80 in) total dimension (the sum of the length, width and height).
  - If a bag is both overweight and oversized, the \$100-\$115 fee is charged only once.

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- Strollers and child car seats will be carried free of charge for passengers travelling with children.
- (3) Standard/Flexible/Freedom fare passengers (excluding infants) may carry onboard at no additional charge one standard article with maximum dimensions of 23 x 40 x 55cm (9 x 16 x 22in) and one personal article with maximum dimensions 16 x 33 x 43cm (6 x 13 x 17in) each weighing no more than 9kg (20lbs).

Basic fare passengers (excluding infants) may carry onboard at no additional charge one personal article with maximum dimensions 16 x 33 x 43cm (6 x 13 x 17in) each weighing no more than 9kg (20lbs).

The following items are not counted as carry-on; coats, receptacles containing human remains, strollers, child restraint systems, containers carrying life-sustaining items, crutches, canes, walkers and other similar items.

- (4) Articles of baggage or goods will not be carried when such articles are 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 the laws, regulations or orders of countries or possessions to be flown from, into or over.
- (5) If the weight, size or character renders it unsuitable for carriage on the aircraft, the carrier, prior to departure of the flight, will refuse to carry the passenger's baggage or goods or any part thereof. The following articles will be carried only with prior consent of the carrier:

Firearms of any description - firearms for sport purposes will be carried as checked baggage provided required entry permits are in the possession of the passenger for the country of destination and provided that such firearms are disassembled or packed in a suitable locked case. The provisions of this paragraph do not apply to Officers of the Law traveling in the line of duty and carrying legally prescribed sidearms or other similar weapons.

- (6) The carrier will accept wheelchairs, walkers, motorized scooters and mobility equipment at no additional charge. Dry and gel cell batteries will be accepted providing they are secured in an approved battery container. The carrier will not accept wet cell batteries for safety reasons.
- (7) Hazardous material as defined by Transport Canada will not be accepted for carriage. Hazardous materials include, but are not limited to, flammable gasses, liquids and solid material, compressed gasses, explosives, poison, corrosives, oxidizing agents, radio

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active material, etiologic agents and magnetized material. Medical oxygen will not be allowed on board the aircraft.

- (8) With the exception of Service Animals, live animals are not accepted on flights except in accordance with Rule 10A of this Tariff.
- (b) **Cargo** – Carrier’s acceptance of any cargo onboard any flight, shall be subject to the following conditions:
- (1) The carrier shall have the right, but not the obligation, to make such inspections of cargo as it deemed necessary or appropriate, with or without the shipper’s consent or knowledge. The existence or exercise of such right shall not be construed as an agreement, expressed or implied by the carrier to carry such cargo as would otherwise be precluded from carriage in accordance with this tariff.
  - (2) The carrier shall not be liable for any damage to any cargo resulting from exposure to electro-magnetic x-ray or fluoroscopic metal or other detecting devices as a result of any inspections.
  - (3) All cargo presented for carriage shall be crated or otherwise suitably enclosed and be of weight, size and character that is suitable for carriage on the aircraft.
  - (4) Perishable goods shall be properly packed by the shipper to prevent damage or deterioration in flight. The carrier shall not be liable for any loss, damage, deterioration or destruction of perishable goods regardless of its cause, including loss, damage, deterioration or destruction resulting from delay in departure or enroute.
  - (5) Non-acceptance by consignee – Where any goods are refused by the consignee or effective arrangements have not been made by the shipper for the consignee to accept goods at the destination, or where instructions for disposal cannot be obtained from the shipper or consignee, or where there is danger that the goods shall become worthless because of delay in transit or delivery or non-delivery, the carrier shall, without prior notice, dispose of the goods upon such terms as shall appear fit and proper to the carrier from and against any and all costs of disposal, delivery or storage thereof.

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- (6) Refusal of carriage – The carrier shall refuse to carry or shall remove enroute any cargo when:
- i. Such cargo:
    - will endanger the safety of the aircraft, crew, other cargo, passengers or baggage;
    - is shipped contrary to any applicable laws, regulations or orders of any place to be flown from, into or over;
    - is liable to cause damage to the aircraft or to baggage or other cargo, or injury to persons onboard the aircraft;
    - is likely to be damaged by the air carriage;
    - is improperly packed or otherwise defective.
  - ii. The weight, size or character of the cargo is unsuitable for carriage on the aircraft.
- (c) **Musical Instruments** – On flights operated by the Carrier, musical instruments will be accepted for transportation as baggage provided such instruments meet the size, weight and other requirements applicable to checked or carry-on baggage, as the case may be, provided that the carrier may permit carriage of musical instruments exceeding otherwise applicable size and weight restrictions at the sole discretion of the flight crew, having regard to size, weight and other operational restrictions. On flights operated by our Codeshare or interline partners, passengers are encouraged to familiarize themselves with those carriers' policies applicable to carriage of musical instruments.

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**RULE 15A. INTERLINE BAGGAGE ACCEPTANCE****Definitions**

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

**"Baggage Rules"** means the conditions associated with the acceptance of baggage, services incidental to the transportation of baggage, allowances and all related charges.

**Carrier Definitions (Various)**

**"Down Line Carrier"** means any carrier, other than the Selecting Carrier, who is identified as providing interline transportation to the passenger by virtue of the passenger's ticket.

**"Interline agreement"** means an agreement between two or more carriers to co-ordinate the transportation of passengers and their baggage from the flight of one air carrier to the flight of another air carrier (through to the next point of stopover).

**"Interline itinerary"** means all flights reflected on a single ticket involving multiple air carriers, the origin or ultimate ticketed destination of which is a point in Canada. Only travel on a single ticket is subject to this Rule provided the origin or the ultimate ticketed destination is a point in Canada, and includes Codeshare itineraries.

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

**"Marketing Carrier"** means the carrier that sells a flight under its code.

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

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**"Most Significant Carrier (MSC) – IATA Resolution 302 as conditioned by the Agency"**

means, in this instance, the MSC is determined by applying IATA Resolution 302 methodology as conditioned by the Agency. The Agency's reservation has stipulated that only a single set of baggage rules may apply to any given interline itinerary. The aim of the Agency's reservation is to allow the selecting carrier to use the MSC methodology to determine which carrier's baggage rules apply to an international interline itinerary to or from Canada, while reinforcing the role of tariffs in the determination of which carrier's rules apply.

**"Operating Carrier"** means the carrier that operates the actual flight.

**"Participating Carrier(s)"** includes both the Selecting Carrier and Down Line Carriers who have been identified as providing interline transportation to the passenger by virtue of the passenger's ticket.

**"Selected Carrier"** means the carrier whose baggage rules apply to the entire interline itinerary.

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

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

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

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

**(A) Applicability**

This Rule is applicable to all interline itineraries issued by the Carrier on a single ticket on or after April 1, 2015 whose origin or ultimate ticketed destination is in Canada.

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**(B) General**

For the purposes of interline baggage acceptance:

1. the carrier whose designator code is identified on the first segment of the passenger's interline itinerary will be known as the Selecting Carrier.
2. any carrier who is identified as providing interline transportation to the passenger by virtue of the passenger's ticket will be known as a Participating Carrier.

**(C) Baggage Rule Determination by the Carrier****Checked Baggage**

The Selecting Carrier will:

- a) Select and apply its own baggage rules as set out in its tariff to the entire Interline itinerary.

OR

- b) Select the Most Significant Carrier, as determined by IATA Resolution 302 and conditioned by the Canadian Transportation Agency, in order for that carrier's baggage rules, as established in its tariff, to apply to the entire Interline itinerary.

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

**Carry-On Baggage**

Each Operating Carrier's carry-on baggage allowances (as to number, size and weight of carry-on articles) will apply to each flight segment in an Interline itinerary. Notwithstanding, the carry-on baggage charges that will apply to the entire interline itinerary will be those of the Selected Carrier.

**(D) Baggage Rule Application by Participating Carrier**

Where the Carrier is not the Selected Carrier on an interline itinerary but is a Participating Carrier that is providing transportation to the passenger based on the ticket issued, the Carrier will apply as its own the baggage rules of the Selected Carrier throughout the Interline itinerary.

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## DOMESTIC TARIFF

**(E) Disclosure of Baggage Rules**

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**Summary Page following an Online Purchase and E-Ticket Disclosure**

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

**Web site Disclosure**

The Carrier will disclose on its Web site, in a convenient and prominent location, a complete and comprehensive summary of all of the Carrier's own baggage rules.

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**SECTION VI – DELAYS****RULE 16 – RESPONSIBILITY FOR SCHEDULES AND OPERATIONS**

- (a) The Carrier will endeavour to transport the passenger and baggage with reasonably dispatch, but times shown in timetables or elsewhere are not guaranteed and form no part of this contract.
- (b) 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 and at its sole and absolute discretion, substitute alternate carriers, sub-contract the operation of the flight to another carrier, change aircraft, alter the route, add stopovers, and/or omit the stopping places shown on the face of the ticket. The carrier may permit other carriers, including affiliated and non-affiliated carriers to use the carrier's Airline Designator Code. The carrier will make reasonable efforts to inform passengers of any of the above changes, and to the extent possible, the reason for them, save and except for any changes which do not affect the nature of the product or service being delivered to the passenger.
- (c) Schedules are subject to change. Passengers have a right to information on flight times and schedule changes, and the Carrier will make reasonable efforts to inform passengers of flight delays, and schedule changes and, to the extent possible, the reasons for them. Carrier will also undertake to inform passengers of any advancement of departure times.
- (d) It is always recommended that the passenger communicate with the Carrier either by telephone, electronic device or via the Carrier's Web site or refer to airport terminal displays to ascertain the flight's status and departure time.
- (e) The Carrier will not guarantee and will not be held liable for cancellations or changes to flight times that appear on passengers' tickets due to force majeure, including labor disruptions or strikes. If applicable, a passenger may invoke the provisions of APPR or of the applicable convention regarding liability in the case of delay.

**16.1 Passenger Expenses Resulting from Delays**

- (a) Passengers will be entitled to reimbursement from the Carrier for reasonable expenses incurred as a result of a delay, subject to the following conditions:
  - i. The Carrier shall not be liable for any damages, costs, losses or expenses occasioned by delays if it, and its employees and agents, took all measures that could reasonably be required to avoid the damage or if it was impossible for the Carrier and its employees or agents to take such measures;

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- ii. Any passenger seeking reimbursement for expenses resulting from delays must provide the Carrier with (a) written notice of his or her claim, (b) particulars of the expenses for which reimbursement is sought and (c) receipts or other documents establishing to the reasonable satisfaction of the Carrier that the expenses were incurred; and
  - iii. Carrier that the expenses were incurred; and
- (b) The Carrier may refuse or decline any claim, in whole or in part, if:
- i. the passenger has failed or declined to provide proof or particulars establishing, to the reasonable satisfaction of the Carrier, that the expenses claimed were incurred by the passenger and resulted from a delay for which compensation is available under this Rule 16; or
  - ii. the expenses for which reimbursement is claimed, or any portion thereof, are not reasonable or did not result from the delay, as determined by the Carrier, acting reasonably.

In any case, the Carrier may, in its sole discretion, issue meal, hotel and/or ground transportation vouchers to passengers affected by a delay.

## **16.2 Baggage Delays**

- (a) 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.
- (b) Notwithstanding the foregoing, passengers whose baggage does not arrive on the same flight as the passenger will be entitled to reimbursement from the Carrier for reasonable expenses incurred as a result of the baggage delay, subject to the following conditions:
  - i. The Carrier shall not be liable for any damages, costs, losses or expenses occasioned by delays in the delivery of baggage if the Carrier, and its employees and agents, took all measures that could reasonably be required to avoid the damage or if it was impossible for the Carrier and its employees or agents to take such measures;
  - ii. The passenger must have complied with the check-in requirements set out in Rule 20 of this tariff;

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- iii. In order to assist the Carrier in commencing tracing of the baggage in question, the passenger is encouraged to report the delayed baggage to the Carrier as soon as reasonably practicable following completion of the flight;
  - iv. The passenger must provide the Carrier with (a) written notice of any claim for reimbursement within 21 days of the date on which the baggage was placed at the passenger's disposal, or in the case of loss within 21 days of the date on which the baggage should have been placed at the passenger's disposal; (b) particulars of the expenses for which reimbursement is sought; and (c) receipts or other documents establishing to the reasonable satisfaction of the Carrier that the expenses were incurred;
  - v. The liability of the Carrier in the case of lost or delayed baggage shall not exceed CAD\$1,800 for each passenger, unless the passenger has declared a higher value and paid the supplementary sum in accordance with Rule 9(a) of this tariff, in which case the Carrier's liability will be limited to the lesser of the value of the delayed baggage or the declared value, up to a maximum of CAD\$3,000.
- (c) After a 21 day delay, the Carrier will provide a settlement in accordance with the following rules:
- i. if no value is declared per Rule 9(a), the settlement will be for the value of the delayed baggage or CAD\$1,800, whichever is the lesser, and
  - ii. if value is declared per Rule 9(a), the settlement will be for the value of the delayed baggage or the declared sum (per Rule 9(a)) up to a maximum of \$3,000, whichever is the lesser.
  - iii. In connection with any settlement under this subsection (c), the passenger shall be required to furnish proof of the value of the delayed baggage which establishes such value to the satisfaction of the Carrier, acting reasonably.

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- (d) The Carrier may refuse or decline any claim relating to delayed baggage, in whole or in part, if:
- i. the conditions set out in subsection 16.2(b) above have not been met;
  - ii. the passenger has failed or declined to provide proof or particulars establishing, to the reasonable satisfaction of the Carrier, that the expenses claimed were incurred by the passenger and resulted from a delay for which compensation is available under this Rule 16; or
  - iii. the expenses for which reimbursement is claimed, or any portion thereof, are not reasonable or did not result from the delay, as determined by the Carrier, acting reasonably.

### 16.3 Tarmac Delays

- (a) In the event that a flight operated by the Carrier is delayed on the tarmac between the closing of the aircraft doors and takeoff in the case of a departing flight, or after landing in the case of an arriving flight, the Carrier will:
- i. provide access to lavatories in working order;
  - ii. keep the properly ventilate and cool or heat the aircraft cabin;
  - iii. provide access to communication with persons outside the aircraft;
  - iv. food and drink in reasonable quantities, having regard to the length of the delay, the time of day and the location of the airport;
  - v. facilitate access to urgent medical care if needed; and
  - vi. where the tarmac delay occurs at an airport in Canada and to the extent possible, provide passengers with an opportunity to disembark from the aircraft no later than three hours after the start of the tarmac delay (providing persons with disabilities and service animals the opportunity to disembark first when feasible), except:
    - A. in the case of a departing flight, when it is likely the aircraft will take off within three hours and 45 minutes of the closure of the aircraft doors, and

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- B. in the case of an arriving flight, if the Carrier has provided the amenities listed above in this section.
- (b) In the event that a flight operated by another carrier is delayed on the tarmac – eg in an interline or Codeshare itinerary – the tarmac delay procedures of that Operating Carrier shall apply.

**RULE 17. REFUNDS**

- (a) **Voluntary Cancellations** – If a passenger decides not to use the ticket and cancels the reservation, the passenger may not be entitled to a refund, depending on any refund condition attached to the particular fare.
- (b) **Involuntary Cancellations** – In the event a flight is :
- i. cancelled (whether prior to or after its commencement);
  - ii. diverted to an unscheduled destination; or
  - iii. otherwise terminated;

with the result that the ticket is partially unused, the Carrier will provide the affected passenger(s) with the remedy or remedies described in Rule 14(i) of this tariff.

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**RULE 18. DENIED BOARDING****General**

If a passenger with a confirmed reservation who has checked in and presented themselves at the gate by the deadline for boarding has been involuntarily denied a seat on their flight, the Carrier will provide the passenger with:

- (a) the reason they have been denied boarding, based on the information available to the Carrier at the time;
- (b) a remedy or remedies in accordance with Rule 14 above; and
- (c) denied boarding compensation as set forth in this Rule 18 below if the denied boarding resulted from matters within the carrier's control.

The Carrier will not deny boarding to any passenger who is already on board the aircraft unless the denied boarding is required for reasons of safety.

**Volunteers and Boarding Priorities**

If a passenger is not permitted to occupy a seat on board a flight because the number of seats that may be occupied on the flight is less than the number of passengers who have checked in by the required time, hold a confirmed reservation and valid travel documentation and are present at the boarding gate at the required boarding time, no one may be denied boarding against their will until the Carrier's personnel first ask for volunteers willing to give up their seats willingly, in exchange for such compensation as the Carrier may choose to offer. If there are not enough volunteers, other passengers may be denied boarding involuntarily, in accordance with the Carrier's boarding priority.

If a passenger willingly gives up their seat in exchange for a benefit offered by the Carrier, the Carrier will provide the volunteering passenger with a written confirmation of that benefit before the flight departs.

If an involuntary denial of boarding is necessary, the Carrier will select a passenger(s) for Denied Boarding, giving priority for boarding to passengers in the following order:

- an unaccompanied minor,

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- a person with a disability (including their support person or service animal, if any),
- a person travelling with family members,
- a person who was previously denied boarding on the same ticket,

After having applied the priorities above, the Carrier may (but is not required to) select a passenger for denied boarding having regard to the fare class purchased and/or fare paid.

### **Compensation for Involuntary Denied Boarding**

If you are denied boarding involuntarily for reasons within the Carrier's control (but not including a denied boarding that is required for safety purposes), you are entitled to a payment of "denied boarding compensation" from Carrier unless:

- you have not fully complied with the Carrier's ticketing and check-in requirements, or you are not acceptable for transportation under the Carrier's usual rules and practices; or
- you are denied boarding because the flight is cancelled; or
- you are denied boarding because a smaller capacity aircraft was substituted for safety or operational reasons, and the events prompting such substitution were beyond the Carrier's control and the Carrier took all reasonable measures to avoid the substitution or it was impossible for the Carrier to take such measures; or
- you are offered accommodations in a section of the aircraft other than specified in your ticket, at no extra charge, (a passenger seated in a section for which a lower fare is charged must be given an appropriate refund).

### **Amount of Denied Boarding Compensation**

Passengers with a confirmed seat on Porter Airlines who are involuntarily denied boarding for reasons within the Carrier's control (but not including denied boardings required for safety purposes):

- (a) \$900 CAD if the Carrier offers alternate transportation that arrives at the passenger's destination or first stopover less than six hours after the planned arrival time of the passenger's original flight;

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

- (b) \$1,800 CAD if the Carrier offers alternate transportation that arrives at the airport of the passenger's destination or first stopover more than six hours and less than nine hours after the planned arrival time of the passenger's original flight; and
- (c) \$2,400 CAD if the Carrier offers alternate transportation that is planned to arrive at the airport of the passenger's destination or first stopover more than nine hours after the planned arrival time of the passenger's original flight.

0 to 6 hour arrival delay	\$900 CAD
6 to 9 hour arrival delay	\$1800 CAD
Over 9 hours arrival delay	\$2400 CAD

### Method of Payment

Except as provided below, the Carrier must give each passenger who qualifies for denied boarding compensation a payment by cash, cheque or draft for the amount specified above, on the day and place the involuntary denied boarding occurs. However, if the Carrier arranges alternate transportation for the passenger's convenience that departs before the payment can be made, the payment will be sent to the passenger within 48 hours. The Carrier may offer free or discounted transportation vouchers in place of cash or cheque payment, provided:

- (a) The Carrier has informed the passenger of the amount of cash compensation that would be due and that the passenger may decline travel vouchers, and receive cash or equivalent;
- (b) the value of such voucher(s) is greater than the value of the cash compensation to which the passenger would otherwise have been entitled;
- (c) the vouchers do not expire;
- (d) the Carrier obtains the signed acknowledgement of the passenger, confirming that the passenger was provided with the aforementioned information, and accepts travel vouchers in lieu of cash or equivalent compensation.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

**RULE 19. CURRENCY**

Fares and charges are published in the lawful currency of Canada.

**SECTION VII – CHECK-IN REQUIREMENTS**

**RULE 20.**

In addition to any other check in requirements set out in this tariff, the passenger must have obtained his/her boarding pass and checked any baggage by the check-in deadline below and **must be available for boarding at the boarding gate by the Boarding Gate Deadline** shown below. Failure to meet these deadlines may result in the loss of the passenger's assigned seat or the cancellation of the passenger's reservation.

Note that airport congestion (e.g. during peak periods or irregular operations) and airport security and public health and safety checks and procedures may cause delays in passengers proceeding through check-in and security to the boarding area. The Carrier does not guarantee that meeting the Arrival Time and Check-in Deadlines set out below will leave sufficient time to meet the Boarding Gate Deadline at all times. The passenger should take potential delays into account when planning arrival time.

**Domestic Flights**

	<b>Toronto City Airport</b>	<b>Toronto Pearson</b>	<b>Other Airports</b>
<b>Arrival Time</b>	30 minutes	120 minutes	60 minutes
<b>Check-In Deadline</b>	20 minutes	45 minutes	30 minutes
<b>Boarding Gate Deadline</b>	15 minutes	20 minutes	20 minutes

**[Deadlines for International Flights on following page.]**

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

**International Flights**

	<b>Toronto City Airport</b>	<b>Toronto Pearson</b>	<b>Other Airports</b>
<b>Arrival Time</b>	60 minutes	180 minutes	180 minutes
<b>Check-In Deadline</b>	45 minutes	75 minutes	60 minutes
<b>Boarding Gate Deadline</b>	15 minutes	30 minutes	30 minutes

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