

TARIFF CONTAINING RULES
APPLICABLE TO
TRANSBORDER SCHEDULED SERVICES
FOR THE TRANSPORTATION OF
PASSENGERS AND BAGGAGE OR GOODS
BETWEEN
CANADA AND UNITED STATES OF AMERICA

ISSUE DATE
November 17, 2010

ISSUED BY
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EFFECTIVE DATE
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CHECK SHEET

Original and revised pages as named below, contain all changes from the original tariff, effective as of the date shown thereon:

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1	"	21	"
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**EXPLANATION OF ABBREVIATIONS,
REFERENCE MARKS AND SYMBOLS**

CTA(A)Canadian Transportation Agency

IATAInternational Air Transport Association

No.Number

\$Dollar(s)

¢Cent(s)

(R)Denotes reductions

(A)Denotes increases

(C)Denotes changes which result in neither increases or reductions

(X)Denotes cancellation

(N)Denotes addition

CADCanadian

USDUnited States of America dollar

N/ANot Applicable

CyCurrency

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SECTION I. GENERAL RULES

RULE 1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In this tariff, the following words shall have meanings set out below:

"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 Service" includes a Live Flight and a Ferry Flight.

"Air Transportation Contract" means with respect to International Service, a contract entered into between the passenger and the Carrier for the provision of air service to the passenger and its goods in the form of a reservation and confirming itinerary issued by the carrier or an agent of the Carrier authorized for that purpose, in respect of Cargo, a contract entered into between the Carrier and any person for the carriage of Cargo on a International Service flight.

"Air Transportation Regulations" mean the *Regulations Respecting Air Transportation*, SOR/88-58 as amended from time to time, and any substitute regulations prescribed in relation to the subject-matter therein.

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

"Applicable Adult Fare" means the fare which would be applicable to an adult for the transportation to be used except those special fares which would be applicable due to adult's status (such as senior citizens fare, etc.).

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

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

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"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, the Districts and Islands comprising the Northwest Territories of Canada and Nunavut.

"Canada Transportation Act" or **"CTA"** means the *Canada Transportation Act*, 1996, as amended from time to time.

"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", and has paid the rates as agreed upon by the Carrier and the person who has executed the agreement.

"Cargo Service" means the carriage of Cargo by the Carrier in accordance with the terms and provisions of this Tariff on a Transborder Service or an International Service Flight.

"Carrier" means Kenmore Air Harbor Inc. c/o/b as Kenmore Air, Kenmore Air Express.

"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.

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

"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, 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 (v) 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 charged to a passenger in respect of a particular class of International Service offered by the carrier.

"Ferry Flight" means the movement of an aircraft without passengers or goods 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, other than in plane-load and baggage.

"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 the Origin and Destination of the flight issued to a passenger on payment of the appropriate rates and charges in respect of that flight.

"Live Flight" means the movement of an aircraft with passengers or goods from the point of take-off at the Origin to a point or points of landing thereafter, inclusive of the point of landing at the Destination (immediate technical or fuel landings excepted).

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

"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.

"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" means an individual, firm, corporation, association, partnership, or other legal entity, as the context requires or otherwise permits.

"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.

"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 is provided between two points, as specified in this tariff.

"Schedule Irregularity" means any of the following irregularities which occur on the day of departure, but does not include disruptions resulting from labour disturbances and/or strikes:

- (a) delay in scheduled departure or arrival of the carrier's flight resulting in a misconnection, or
- (b) flight cancellation, omission of a scheduled stop, or any delay or interruption in the scheduled operation of the carrier's flights, or
- (c) substitution of equipment, or
- (d) schedule changes which require rerouting a passenger who has not been given notice of the change prior to the passenger's arrival at the airport to check in for the original flight.

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

"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.

"Tariff" means this tariff of terms and conditions of carriage applicable to the provision of International and ancillary services thereto.

"Ticket" means the electronic confirmation, or confirmation number, baggage check and accompanying notices that incorporate this contract of carriage.

"Traffic" means any passengers, goods or mail 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

All rates and charges published in this Tariff 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 currency amounts published in this Tariff on the basis of local banker's rates of exchange (for the purchase of such foreign currency), as calculated on the date of signing the Air Transportation Contract. For travel originating in other countries, the rates and charges may be published in another currency, as specified.

1.3 Mileage Determination

For the purposes of computing all rates and charges under this Tariff, the mileage to be used, including both Live Flight and Ferry Flight mileage, will be the shortest mileage covering the actual airport to airport great circle distance of the applicable flight, using the following sources in the order set out below or in combination:

- (a) Air Distance Manual published jointly by the International Air Transport Association and International Aeradio Limited;
- (b) IATA Mileage Manual published by the International Air Transport Association;
- (c) And/or combination thereof.

RULE 2. APPLICATION OF TARIFF

2.1 Application

This Tariff shall apply to the traffic and transportation of passengers and goods using aircraft operated by the Carrier in respect of:

- (a) An International Service.
- (b) A Cargo Service.
- (c) 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. 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.

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- (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.

2.2 Air Transportation Contract Requirement

No International Service or Cargo Service shall be furnished by the Carrier under the terms of this Tariff unless an appropriate written Air Transportation Contract, in the form prescribed by the Carrier, is executed by the passenger and the Carrier in respect of an International Service and the Carrier and any person in respect of a Cargo Service.

2.3 Incorporation of Tariff into Air Transportation Contract

The contents of this Tariff shall form part of any Air Transportation Contract between the Carrier and a passenger (including with respect to the passenger's goods), between the Carrier and any other person in respect of Cargo Services, and if there is a conflict between this Tariff and that contract, this Tariff shall prevail.

2.4 Conditions of Application

Unless otherwise specified herein, all International Services and Cargo Services provided by the Carrier under this Tariff 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 an Air Transportation Contract.

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RULE 3. FARES, RATES AND CHARGES – PASSENGER

3.1 International Fares, Rates and Charges

Current fares, rates and charges are published through the Airline Tariff Publishing Company (ATPCo).

3.2 Payment Terms

All reservations must be paid in full at time of booking in order to secure space. Courtesy holds are not allowed.

3.3 Passenger Cancellation, Change and Refund Terms

Passengers may make changes or cancellations to a flight subject to the specific provisions of the fare class booked.

3.4 Carrier Cancellation, Change and Refund Terms

The Carrier reserves the right to cancel or change the planned departure, schedule, route, aircraft or stopping places of any flight for which fares in respect of an International Service have been paid, without notice to any passengers affected thereby and, in connection therewith, the Carrier shall not be liable to any passenger in respect of such cancellation or change, whether or not resulting from an Event of Force Majeure; provided that, the Carrier may and reserves the right, at its sole discretion, to provide any passengers affected by such cancellation or change with:

- (a) a credit, valid for one year from the cancellation date, towards the provision of a fare relating to a future flight or flights if booked as a round trip and the originating sector is cancelled, which credit shall be equal to the original fare(s) which was/were canceled; or
- (b) to otherwise refund to such passenger, an amount which shall not be greater than the fare paid by that passenger in respect of that flight or flights if booked as a round trip and the originating sector is cancelled.

RULE 4. RATES AND CHARGES – CARGO

Kenmore Air does not offer public cargo service to any destination in Canada, with the exception of emergency boat parts in accordance with terms of a U.S. vessel in distress.

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RULE 5. PASSPORTS AND VISAS

- (a) Each passenger desiring transportation across any international boundary shall be responsible for obtaining all necessary travel documents and for complying with the laws of each country from, through or to which he/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 by any agent or employee of the 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/her 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/her 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 6. MEDICAL CLEARANCE

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

RULE 7. CAPACITY LIMITATIONS

The carrier may 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 judgement as to the anticipated total passenger load on each flight.

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RULE 8. TRANSPORTATION OF A PERSON WITH A DISABILITY

Provision for aircraft WITH LESS THAN 30 PASSENGER SEATS

The carrier will make its best effort to accommodate passengers with disabilities including their attendants, service animals or other mobility aids on the flight; however, certain mobility aids, for example rigid frame wheelchairs or electric wheelchairs, may not be able to be accommodated due to space and/or design limitations of the aircraft.

RULE 9. REFUSAL TO TRANSPORT

The carrier may reserve the right to refuse to transport or may remove from any flight any passenger for any reason, including but not limited to the following:

- (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 defence, 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, or events of force majeure, strikes, civil commotions, embargoes, wars, hostilities or disturbances) actual, threatened or reported.
- (2) **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.
- (3) **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 travelling on a fare which has a particular age requirement for qualification, proof of age may be required. Acceptable forms of proof of identity are a valid driver's licence, birth/baptismal certificate, passport or provincial health care card. Failure to provide proof as requested constitutes grounds for refusal to transport.
- (4) **Travel Documentation Requirements** – The carrier will refuse to transport any passenger who in the carrier's opinion:
 - (a) the travel documents of such passenger are not in order;

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- (b) such passenger's entry into, transit through or embarkation from Canada or any other point would be unlawful.
- (5) **Passenger's Conduct/Behaviour** – The Carrier may 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, aircrew or aircraft or the safe operations of the Carrier's aircraft (the "Prohibited Conduct").
- A. Examples of Prohibited Conduct that could give rise to the imposition of sanctions include:
- 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 attempted smoking 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).
- B. The sanctions the Carrier may impose on a person may be any one or 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 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 paragraphs A. 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 aircrew are individually authorized in their reasonable discretion to impose sanctions described in paragraphs B. 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 B. 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 B. iv. or v. above.

Any person who is given a sanction pursuant to paragraph B. v. may respond in writing to the Carrier with reasons why the Carrier should remove the sanction. The Carrier may remove a sanction imposed on a person pursuant to paragraph B. 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.

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 or portions of the person's fare.

C. Liability of Carrier for Refusing Carriage of a Passenger:

Except as otherwise provided for in this Rule and to the extent permitted by law, the Carrier shall not be liable to any passenger or other person for refusing to board or transport that passenger or any person on an aircraft of the Carrier or for otherwise removing a passenger from the aircraft at any point in the flight; nor shall the Carrier be liable to any of the passengers or other person for exercising its discretion not to refuse to board or transport or remove any passenger or other person on or from the aircraft.

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RULE 10. ACCEPTANCE 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 12 years of age.
- (b) **Unaccompanied** – Ages 8 to 11 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/her 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.
- (c) The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

RULE 11. 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.

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For travel governed by 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 12. LIMITATION OF LIABILITY FOR BAGGAGE OR GOODS AND
EXCESS VALUATION CHARGES**

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 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.

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 which are carried as checked baggage and goods, is limited to the sum of 250 francs per kilogram, unless the passenger or charterer, at the time of presenting such baggage or goods for transportation, has declared a higher value and paid an additional charge in accordance with the provisions of this Rule.

Regarding 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.

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

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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 5,000 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 the Montreal Convention or the Warsaw Convention

If the passenger or charterer does elect to declare a higher value an additional charge shall be payable and the carrier's liability will not exceed the higher value declared. The additional charge shall be calculated as follows:

- (a) The amount of the carrier's liability calculated in accordance with the parts of this Rule set out above shall be referred to as "basic carrier liability";
- (b) No charge shall be payable on that part of the declared value which does not exceed basic carrier liability;
- (c) For that part of the declared value which does exceed basic carrier liability, a charge shall be payable at the rate of CAD 10 cents for each CAD \$100.00 or fraction thereof.

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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 21 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 13. LIMITATION OF LIABILITY FOR SERVICE ANIMALS

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, or, replacement of the animal.

RULE 14. EXEMPTION FROM LIABILITY

Subject to the limits of liability contained in this tariff the carrier will be exempted from liability due to any failure to perform any of its obligations under the carrier's charter agreement arising from:

- (a) Labour disputes or strikes, whether of the carrier's employees or of others upon whom the carrier relies for the fulfilment of the Charter agreement, and;
- (b) "Force Majeure", or any other causes not attributable to the willful misconduct of the carrier including accidents to, or failure of aircraft or any part thereof, of any machinery or apparatus used in connection therewith. Refusal of any Government or public body on whatsoever ground to grant the carrier any clearance, licence, right or other permission necessary to the performance of the carrier's charter agreement is deemed to be included in the term "Force Majeure". Provided, always, that in the event of such failure, the carrier will use its best efforts to fulfil its obligations including the provision of alternate means of transport.

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SECTION II. TICKETS

RULE 15. TICKETS

- (a) The term ticket means the electronic confirmation generated by the carrier's central reservations system, or confirmation number, baggage check, boarding passes and any document designated by the carrier as a ticket and accompanying notices that incorporate this contract of carriage.
- (b) No person shall be entitled to transportation except upon presentation of a valid ticket, or a confirmation number and acceptable identification.
- (c) 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.

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SECTION III. RESERVATIONS

RULE 16. 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 14. The carrier does not guarantee to provide any particular seat on the aircraft.

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SECTION IV. FARES AND ROUTINGS

RULE 17. 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) **Currency**

All fares and charges are stated in the currency of the country from which the passenger will initiate travel.

(c) **Fare Changes**

The carrier's fares are changed from time to time, subject to the applicable government filing requirements for the countries involved.

(d) **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.

(e) **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 4 hours after the passenger's arrival.

(f) **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.

(g) **Infants**

One infant under 2 years of age not occupying a seat and accompanied by a passenger at least 12 years of age will be transported without charge. A birth certificate is required for all infants under age 2.

SECTION V. BAGGAGE AND CARGO

RULE 18. ACCEPTANCE OF BAGGAGE AND CARGO

Baggage will be accepted for transportation from ticketed customers only. Kenmore Air will not accept baggage whose size, weight or character makes it unsuitable for transportation on the aircraft, or when the property cannot be accommodated without harming or annoying passengers, as determined by the Company. All baggage is subject to inspection. Government safety and security regulations apply to Kenmore Air's carriage of baggage.

Baggage allowance policies, including size and weight of hand-carry baggage, restricted articles and size and weight limitations, are largely influenced by the aircraft type operated for a particular flight. Connecting customers who fly pursuant to interline, code share, or other airline partner agreements, or who build connecting itineraries on their own, are especially encouraged to review Kenmore Air's policies regarding bag allowances and restrictions to avoid any disruption in travel. For application of all policies in this section, including but not limited to liability limitations, claims procedures and delayed bag expenses, different policies may apply pursuant to interline, code share or other airline partner agreements. Please review Rule 24 – Interline, Code Share and Other Airline Partners for more information about contracts of carriage and which apply pursuant to these arrangements.

Baggage Allowance on Kenmore Air Seaplane Flights (on floats) (not licensed in Canada)

- For each paying customer, Kenmore Air will transport:
 - Total combined baggage weight not to exceed 24 lbs.
 - This could be 2 smaller bags weighing approximately 12 lbs each for a total weight of 24 lbs.
 - This allowance includes the weight of all possessions (purses, hand-carry items, brief cases, camera bags, etc.).
 - No single item may exceed 50 linear inches (24 x 16 x 10).
 - This item would fit easily into the average-sized overhead bin of a commercial jet aircraft.

Baggage Allowance on Kenmore Air Express Flights (on wheels)

- For each paying customer, Kenmore Air will transport:
 - Total combined baggage weight not to exceed 50 lbs.
 - This could be 2 smaller bags weighing approximately 25 lbs each for a total weight of 50 lbs.
 - No single item may exceed 62 linear inches (28 x 20 x 14).

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- o An additional allowance of up to 20 lbs for additional hand-carry items (purses, brief cases, camera bags, etc.) is allowed on Kenmore Air Express (wheeled) flights.
- In addition to the checked item permitted as free baggage allowance, and providing space limits permit, each customer may carry on board any of the following personal items:
 - o One small personal item weighing under 2 lbs, such as a small camera or book.
 - o A cane, walking stick, crutches and/or braces or other assistive devices.
 - o An FAA approved child seat for a child with a seat reservation.
 - o A small, folding "umbrella-style" stroller.

Baggage Allowance for a Child (ages 2 to 11) and a Lap Child (under the age of 2)

- A child paying the applicable fare has the same baggage allowance as an adult passenger.
- A lap child traveling as an "infant" (under the age of 2) as defined by the fares and tariffs section, is not allocated any baggage allowance in addition to that allocated to the accompanying adult passenger.

Excess Baggage, Oversize/Overweight and Embargos

- Excess baggage in addition to the bag allowance above is carried on a standby basis as "excess baggage". Excess baggage includes:
 - o Any bag that weighs more than 24 lbs (on seaplanes) or 50 lbs (on wheeled airplanes).
 - o Any bag that exceeds the linear dimensions for either seaplane flights or wheeled flights.
 - o Excess baggage will be subject to additional charges.
 - o All excess baggage is carried on a space available basis.
 - o Excess baggage that does not make your flight cannot be shipped as cargo on international routes. Storage fees and/or shipping fees will apply.
 - o Additional or different charges may apply when levied by a partner airline through interline, code share or other airline partner agreements.

Overweight/Oversized Items

Baggage compartment constraints of the aircraft may restrict the weight or the size of the individual items that may be accepted for standby travel. Unusually shaped objects may exceed the capacity of the aircraft baggage compartments. Thus, Kenmore Air does not routinely accept for transport the following items: coolers, bicycles, large pet crates, skis, surfboards, canoes, kayaks and other such large pieces of sporting equipment. For large boxes or other large items, it is best to consult a Reservations Supervisor when booking your flight regarding the maximum limitations or additional charges that may apply based on the aircraft, the region, or pursuant to code share agreements.

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Golf Equipment

- On Kenmore Air Express (wheeled) flight routes, one golf bag will be accepted in lieu of one checked bag under the free baggage allowance. The golfing equipment may exceed the linear inch constraints of free bag allowance so long as it is of typical size (@ 76 linear inches) and fits onboard the aircraft. Depending upon the nature of the bag and other checked baggage for the flight, the customer may be asked to choose which bags should travel positive space and which may be carried, as space limitations apply, when space is available on current or future aircraft sections.

Snow Skis, Snowboards and Surfboards

- Snow skis/boards do not typically fit in our aircraft.

Exemptions From Excess Baggage Charges

Active duty military personnel are exempt from some excess baggage charges as described herein. Size and weight restrictions may still apply depending on the aircraft load. Additional or different charges may apply when levied by a partner airline through interline, code share or other airline partner agreements.

Conditions of Checked Baggage

Before Kenmore Air will accept baggage to be checked or carried on board, the customer must present a valid ticket for transportation on Kenmore Air. Kenmore Air has the right to refuse transport of baggage on any flight other than the one carrying the passenger.

Baggage will generally be carried on the same aircraft as the customer unless such carriage is deemed impractical by Kenmore Air. This impracticability includes baggage which exceeds total compartment or weight parameters for the aircraft when taking into account all passengers on board. In this event, Kenmore Air will determine in its sole discretion which baggage will be carried on board with the customer and arrangements will be made to transport the surplus baggage on the next flight or section on which space is available.

Baggage must be checked in at the airport in advance of flight departure. If a customer does not present his or her baggage for check-in within sufficient time to allow for normal handling procedures for that airport, Kenmore Air may accept the baggage, but in no event will be responsible for any loss that arises from the delay in delivery of the baggage.

All checked baggage must have, at a minimum, name identification on the outside. It is recommended to include contact information for both origin and destination (e.g. cell phone number) on the outside and additional identification within the baggage.

Kenmore Air reserves the right in its sole discretion to determine the suitability and place of storage of any items to be carried in the cabin of the aircraft.

Kenmore Air may refuse to transport any baggage that the customer refuses to submit for inspection.

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Limits of Liability for Baggage Including Fragile or Perishable Goods

Except to the extent the Warsaw or Montreal Conventions or other applicable laws may otherwise require, the following provisions apply:

Checked and Unchecked Baggage

- Kenmore Air assumes no responsibility or liability for loss or damage to checked, unchecked, hand-carry baggage, or personal wing items (e.g. those carried by the customer to the aircraft and stored in the wing locker prior to boarding), unless the loss or damage was caused by the sole negligence or willful misconduct of Kenmore Air.

Fragile, Valuable and Items not Suitable for Transport

- Kenmore Air assumes no responsibility for loss, damage or delayed delivery of baggage not acceptable for transport. Kenmore Air assumes no liability for fragile, valuable or perishable articles. Kenmore Air is not liable for antiques, artifacts, books, cellular phones, collectibles, computer equipment, documents, electronic equipment, fragile articles, gift cards, glassware, heirlooms, irreplaceable items, jewelry, keys, money, silverware, negotiable papers, optical equipment and eye/vision devices, perishable items, photographic equipment or items, pottery, prescription medication, samples, securities, sound reproduction equipment, timepieces, tools, works of art, or other similar valuable items and commercial effects included in checked baggage with or without the knowledge of Kenmore Air. If any such items are lost, damaged, pilfered, or delayed, you will not be entitled to any reimbursement under Kenmore Air's standard baggage liability. These items should be carried on board as unchecked baggage by the passenger or placed in the wing locker prior to boarding, depending upon the aircraft-type serving the flight.

Normal Wear and Tear

- Kenmore Air is not liable for damage such as scratches, scuffs, stains, dents, cuts and dirt resulting from normal wear and tear. Kenmore Air is not liable for any damage to items on or in bags such as handles, straps, wheels, snaps, buckles, etc.

Unclaimed Bags

- Kenmore Air is not liable for baggage not claimed by the customer immediately upon arrival.

Domestic Carriage Claims Restrictions, Including Time Requirements for Reporting or Filing Claims

- Kenmore Air assumes responsibility only for those claims arising from transportation of baggage over its own routes. All claims are subject to proof of actual loss by the customer. No action shall be maintained for any loss, damage, delay or pilferage of baggage, unless appropriate notice is given in accordance with this section. If notice is not given in accordance with this section or legal action is not commenced within one year from the date of the incident, any such claims will be considered waived.

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Domestic Carriage Limitations and Claims Restrictions

- Lost, delayed or damaged baggage must be reported to a Kenmore Air customer service agent, or an authorized agent of an interline or code share carrier at the final destination in the case of an interline itinerary where the final destination is the interline carrier's destination, within four (4) hours of the arrival of the flight on which the loss, damage or delay is alleged to have occurred. The failure to give such preliminary notice, will result in waiver of the claim. Any claim for loss, damage or delay must be submitted in writing within thirty (30) days of the relevant flight. Failure to file a written claim within the time period specified, will result in waiver of the claim.

International Carriage Limitations and Claims Restrictions

- Damaged baggage must be reported to a Kenmore Air customer service agent, or an authorized agent of an interline or code share carrier at the final destination in the case of an interline itinerary where the final destination is the interline carrier's destination, immediately upon its discovery and any claim for damage must be submitted in writing no later than seven (7) days from the date of receipt of the baggage. Any claim for delay or loss must be submitted in writing no later than twenty-one (21) days from the date on which the baggage has or should have been placed at the customer's disposal. Failure to observe these notice requirements within the time periods specified, absent extraordinary circumstances, will result in waiver of the claim. No right to any claim against Kenmore Air related to baggage will lie unless an action is brought within two (2) years from the date of arrival at the destination, or from the date on which the aircraft was scheduled to have arrived, or the from date on which the carriage stopped.

Delayed Bag Delivery and Interim Expenses

- Kenmore Air will attempt to ensure that baggage arrives before or at the same time as the customer.

Delivery of Delayed Bag

- In the event that checked baggage constituting the customer's Free Baggage Allowance as defined in this document does not arrive before or at the time the customer arrives, Kenmore Air will deliver such checked baggage to customers. This section does not apply for Excess Baggage as defined in this document. Kenmore Air will strive to deliver baggage covered by this section in a timely and efficient manner, but delivery times may vary with destination because of third party vendor availability, traffic and other reasons. This delivery may be by Kenmore Air or by an authorized agent contracted at Kenmore Air's expense to provide such bag delivery. In some cases, it may be more expeditious for customers to return to the airport to claim their baggage and, in this case, customers may certainly choose to pick-up their bags at their own transportation expense in lieu of delivery.

Restricted Articles – Dangerous Goods/Hazardous Materials

- Any articles deemed a hazardous material pursuant to DOT Hazardous Materials Regulations, the IATA Dangerous Goods Regulations and Official Air Transportation Restricted Articles Tariff, and revisions and reissues thereof are not accepted for transport on Kenmore Air. More restrictive provisions may apply for passengers traveling pursuant to interline, code share, or other airline partner agreements arranged by Kenmore Air with partner airlines. The carriage of hazardous materials aboard Kenmore Air aircraft in your baggage or on your person is a violation of Federal Law with penalties of up to five (5) years imprisonment and fines of \$250,000 or more (see 49 USC 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials.
- Examples include: paints, lighter fluid, fireworks, tear gases, oxygen bottles and radiopharmaceuticals. For further information, contact Kenmore Air.
- Firearms and Ammunition
 - Federal law provides that no person shall carry a deadly or dangerous weapon, either concealed or unconcealed, aboard any Kenmore Air aircraft except: (1) employees or officials of a municipality or State, or the United States, who are authorized to carry firearms (e.g. FBI, Secret Service, Law Enforcement Prisoner Escort, Federal Air Marshal) or (2) crewmembers and other persons authorized by Kenmore Air to carry firearms. Appropriate documentation and identification will be required of any passenger traveling under this provision. More restrictive provisions may apply for passengers traveling pursuant to interline or code share agreements arranged by Kenmore Air with partner airlines.
 - Firearms that are unloaded and encased in a hard-sided suitable locked container may be carried as checked baggage. All firearms to be checked in this manner must be declared by the customer in writing through the completion of a declaration tag.
 - Ammunition must be securely packaged in a container made of durable fiber, wood or metal, or in the manufacturer's original package, and locked inside checked baggage. Ammunition checked in this manner must not exceed eleven (11) pounds per passenger. The passenger will be required to complete the applicable declaration forms.

Wheelchairs and Other Assistance-Related Devices

- Collapsible Wheelchairs
 - One collapsible wheelchair per passenger will be accepted and transported at no additional charge. 48 hour advance notice is required due to space limitations on the aircraft.
 - All wheelchairs must be collapsible.
 - Electric or motorized wheelchairs, due to their size, non-collapsible nature and weight, are not accepted because of space and weight constraints of the cargo bin and passenger compartments of our small aircraft.

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Strollers

- Most strollers do not fit in our small aircraft. Specifically "jogging strollers" and other space consuming devices. Please consult with a Reservations Agent for assistance.

Infant (Lap Child) Car Seat

- One FAA-approved infant car seat per passenger may be accepted as additional baggage or for use in the aircraft cabin (depending on seat reservations). Infant seats accepted for use onboard must have a harness which attaches the child to the safety seat, be fitted with a hard seat, and attach directly to the aircraft seat.

Live Animals

Live animals may be accepted for transport subject to service charges and other conditions as noted herein. Kenmore Air reserves the right to refuse carriage of live animals at any time.

- In-Cabin Pets
 - Unless otherwise noted herein, Kenmore Air may accept a domesticated dog, cat or household bird for transportation when accompanied by a paying customer as an in-cabin pet. Carriage of any other in-cabin pet will be at Kenmore Air's sole discretion.
- Must be Accompanied by an Adult Passenger
 - A paying, traveling passenger must accompany all live animals. Kenmore Air will not transport live animals as unaccompanied freight.
- Advance reservations are required, as in most cases only one pet per aircraft is permitted and service charges may apply.
- On Seaplane flights pets less than 24 lbs fly at not charge. Pets over 24 lbs must purchase positive space. This fee varies starting from \$75.00 a segment.

Approved Kennels

- On some Kenmore Air flights, a kennel suitable for transport of the pet is required to transport the pet to the aircraft and to contain the pet within the cabin. It is the obligation of the customer to provide such kennel, as Kenmore Air does not provide kennels. Maximum kennel sizes are as follows:
 - For travel on Kenmore Air: 27" x 20" x 19".
 - An animal should be able to stand up and turn around comfortably in a properly-sized kennel. For travel pursuant to interline and code share agreements, more restrictive policies regarding kennel sizes may apply to comply with under-seat carnage.
- On routes where kennels are not required, dogs may travel as follows:
 - Dogs not exceeding 24 lbs in weight may be carried on the passenger's lap.
 - Dogs exceeding 24 lbs in weight must be properly restrained with a leash, harness or similar device.

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- o Specific seating arrangements may apply to accommodate live animals in the aircraft cabin. The ability to carry pets pursuant to this provision is determined by the airport authorities of the airports we serve and is subject to change with or without notice.

Health and General Condition of the Live Animal *Not applicable to service animals.

- The animal must be harmless, odorless, inoffensive and suitable for cabin air transport as determined by Kenmore Air in its sole discretion. A passenger assumes full responsibility for the safety, well being and conduct of his or her pet while on-board the aircraft.
- Kenmore Air assumes no responsibility for the impaired health or death of the animal due to illness or injury when the animal has been handled by Kenmore Air with ordinary standards of safety and care or when Kenmore Air has acted in the interests of the entire flight such as in an emergency or a force majored event.

Compliance with Applicable Laws

- The customer must make all arrangements and assume full responsibility and expense for complying with applicable laws, customs and/or other governmental regulations, requirements, or restrictions of the country, state or territory to and from which the animal is being transported. Upon arrival, health certificates and other papers may be required by local authorities, depending upon the route over which the pet is traveling.

Service Animals

- Authorized and documented service animals accompanying disabled customers are carried at no additional charge to the customer. Advance arrangements required.
- On routes where Kenmore Air offers both wheel and float services (currently San Juan Island and Orcas Island), Kenmore Air may require passengers wishing to fly with service animals at no charge, to ticket on Kenmore Air Express (wheels). Contact a Customer Service Representative for details prior to purchasing tickets.

Cargo

Carrier does not accept cargo on any international flight into or from Canada with the exception of emergency boat parts for U.S. Vessels in Distress.

SECTION VI. REFUNDS

RULE 19. RESPONSIBILITY FOR SCHEDULES AND OPERATIONS

- (a) The carrier will endeavour to transport the passenger and baggage with reasonable dispatch, but times shown in timetables or elsewhere are not guaranteed and form no part of this contract.
- (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, substitute alternative carriers or aircraft and, if necessary, may alter or omit stopping places shown in the timetable.
- (c) Schedules are subject to change without notice. The carrier is not responsible or liable for failure to make connections, or for failure to operate any flight according to schedule, or for a change to the schedule of any flight. Under no circumstances shall the carrier be liable for any special, incidental or consequential damages arising from the foregoing (including the carriage of baggage) whether or not the carrier had knowledge that such damages might be incurred).
- (d) Without limiting the generality of the foregoing, the carrier cannot guarantee that the passenger's baggage will be carried on the flight if sufficient space is not available as determined by the carrier.

RULE 20. 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 refund is required because of the carrier's failure to operate or refusal to transport, the refund will be made as follows:

If the ticket is totally or partially unused, the total fare paid for each unused segment will be refunded.

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RULE 21. DENIED BOARDING COMPENSATION

If a passenger has been denied a reserved seat, in case of an oversold flight, the Carrier will:

- (a) refund the total fare paid for each unused segment; or
- (b) arrange to provide reasonable alternate transportation on its own services.

If the Carrier is unable to provide reasonable alternate transportation on its own services, the Carrier will try to arrange transportation on the services of another carrier or combination of carriers on a confirmed basis in the same comparable, or lower booking code.

Volunteers and Boarding Priorities

If a flight is oversold (more passengers hold confirmed reservations than there are seats available), no one may be denied boarding against his/her will until airline personnel first ask for volunteers who will give up their reservations willingly, in exchange for a payment of Carrier's choosing. If there are not enough volunteers, other passengers may be denied boarding involuntarily, in accordance with the following boarding priority of Carrier:

The last passenger to arrive at the ticket lift point will be the first to be denied boarding, except:

- passengers traveling due to death or illness of a member of the passengers' family, or,
- aged passengers, or
- unaccompanied children, or
- passengers with disability.

Compensation for Involuntary Denied Boarding

If you are denied boarding involuntarily, you are entitled to a payment of "denied boarding compensation" from Carrier unless:

- you have not fully complied with Carrier's ticketing, check-in and reconfirmation requirements, or you are not acceptable for transportation under the Carrier's usual rule 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; or

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- 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 charge must be given an appropriate refund); or
- Carrier is able to place you on another flight or flights that are planned to reach your final destination within one hour of the scheduled arrival of your original flight.

Amount of Denied Boarding Compensation

Passengers who are eligible for denied boarding compensation must be offered a payment equal to the sum of the fare values of their ticket coupons. The "value" of a ticket coupon is the one-way fare for the flight shown on the coupon, including any surcharge and air transportation tax, minus any applicable discounts.

"Alternate transportation" is air transportation (by an airline licensed by Canada or another appropriate country) or transportation used by the passenger which, at the time the arrangement is made, is planned to arrive at the passenger's next scheduled stopover (of 4 hours or longer) or destination no later than 2 hours (for flights within U.S. points, including territories and possessions) or 4 hours (for international flights) after the passenger's originally scheduled arrival time.

Method of Payment

Carrier must give each passenger who qualifies for denied boarding compensation, a payment by cheque or draft for the amount specified above, on the day and place the involuntary denied boarding occurs. However, if 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 24 hours. Carrier may offer free tickets in place of cash payment. The passenger may, however, insist on the cash payment.

Passenger's Option

Acceptance of the compensation (by endorsing the cheque or draft within 10 days) relieves Carrier from any further liability to the passenger caused by the failure to honour the confirmed reservation. However, the passenger may decline the payment and seek to recover damages in a court of law or in some other manner.

RULE 22. CHECK-IN REQUIREMENTS

In addition to any other check-in requirements set out in this tariff, the following check-in requirements must be complied with:

A 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 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.

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SECTION VII.

RULE 23. INTERLINE, CODE SHARE AND OTHER AIRLINE PARTNERS

Carriers

- Kenmore Air Harbor Inc. c/o/b as Kenmore Air, Kenmore Air Express
- Kenmore Air Seaplane (not licensed in Canada)

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SCHEDULE "A"

Note that as per the Canada/United States Bilateral Agreement, carriers who operate in this market are no longer required to file fares with the Canadian Transportation Agency.

Current fares are listed on KenmoreAir.com or through the Airline Tariff Publishing Company. Please refer to either of these sources for all current fares, rules and pricing.

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