



# Domestic Tariff

Containing rules applicable to scheduled services for the transportation of passengers and their baggage for points in Canada.

Original Issue, Amendment 01: June 2024  
PIVOT AIRLINES | 6900 AIRPORT RD, MISSISSAUGA ON L4V 1E8

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# 1 Preamble

The Pivot Airlines tariff outlines the terms and conditions under which the carrier operates its business as it relates to the transportation of passengers, baggage or goods.

The purpose of the tariff is to protect both the carrier and the consumer against unexpected demands or conditions imposed upon it by the other party due to a misunderstanding.

The tariff functions as a contract of carriage between the passenger and the carrier, and a current copy is maintained on file with the Canadian Transportation Agency.

At Pivot Airlines we hope to make your travel experience as enjoyable as possible based on our core values of SAFETY, SCHEDULE and SERVICE. We operate regional and commuter aircraft. Some routings have long stage lengths and aircraft capacity may be limited. Further constraints can be assumed during adverse weather conditions. We appreciate your patience when irregular operations occur.

## 1.1 Gender Statement

To ensure brevity, when the masculine gender is used it should be interpreted generically as widely defined and thoroughly inclusive of all social identities. This practice should not be perceived as sexual discrimination.

## 1.2 Distribution and Control

The President will maintain the domestic tariff manual and control its distribution. A copy of the domestic tariff will be posted to the Pivot Airlines website. A copy of the domestic tariff will also reside with the Canadian Transportation Agency.

## 1.3 Manual Amendment Control Form

AMENDMENT #	DATE AMENDED	NAME	SIGNATURE
ORIGINAL	June 2020	Eric Edmondson	
AMENDMENT 01	June 2024	Eric Edmondson	

## 1.4 List of Effective Pages

All pages are effective as of Original Issue.

## 1.5 Explanation of Abbreviations, Reference Marks and Symbols

\$	Dollar(s)
CAD	Canadian Dollar(s)
CTA	Canadian Transportation Industry
TC	Transport Canada
N/A	Not Applicable

## 1.6 Definitions

**Affected Flight** the flight involved in a schedule irregularity.

**Alternate Transportation** another flight (or flights) on the services of the same carrier or a flight (or flights) on the services of another carrier.

**Baggage** any good that is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

**Baggage Identification Tag** a document issued by the carrier solely for identification of checked baggage, part of which is given to the passenger as a receipt for the passenger's checked baggage

and the remaining part is attached by the carrier onto a particular piece of the passenger's checked baggage.

**Boarding Area** the point where the passenger's flight coupons are lifted and kept by the carrier or the point where the carrier examines the passenger's boarding pass prior to the passenger being permitted on the aircraft.

**Boarding Pass** includes either a paper document or an electronic document issued by the carrier to the passenger and serves as a record that the passenger has checked in for their flight and, when it shows a seat assignment, it permits a passenger to board a particular flight.

**Boarding Time Deadline** the time limit specified by the carrier by which the passenger must be present at the designated boarding area of their flight.

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

**Carrier** means Pivot Airlines

**Checked Baggage** baggage of which the carrier takes sole custody and for which the carrier issues a baggage identification tag.

**Check-in Deadline** the time limit specified by the carrier by which the passenger must have completed check-in formalities and received a boarding pass.

**Circle Trip** any trip conducted in a continuous and circuitous route where the point of origin is also the ultimate destination but is not a round trip because it involves more than one stopover.

**Code-share** a marketing arrangement in which two or more airlines i.e. marketing carrier(s) sell seats using their own airline code on a flight that one of them operates (i.e. the operating carrier).

**Comparable Air Transportation** is similar transportation provided by the carrier at no extra cost to the passenger in lieu of the passenger's original flight reservations.

**Connecting Flight** a flight with the same carrier or another carrier, issued on a conjunction ticket

**Conjunction Ticket** a ticket issued to a passenger concurrently with another ticket(s) which together constitute a single contract of carriage.

**Controllable** when used in reference to an irregular operation including Flight delays, cancellations or diversions, a factor considered to be within the Carrier's control.

**Destination** the ultimate stopping place according to the contract of carriage, as shown on the ticket. In round trip itineraries, the destination and the origin are the same.

**Domestic Transportation** air transportation between points in Canada, from and to the same point in Canada or between Canada and a point outside Canada that is not in the territory of another country.

**Flight Coupon** that portion of the ticket which is either held electronically in the carrier's database or on paper when a paper ticket is issued to a passenger. It indicates the particular points between which the passenger is entitled to transportation.

**Force Majeure** an event, the cause or causes of which are not attributable to the willful misconduct or negligence of the Carrier, including, but not limited to (i) earthquake, flood, hurricane, explosion, fire, storm, inclement weather, or the actions of third parties such as acts of government or air traffic control, airport authorities, security agencies, law enforcement or customs and immigration officials, epidemic, pandemic 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 causes 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.

**Immediate Family** spouse, parents and grandparents, children and grandchildren, brothers and sisters, mother in law and father in law, brothers in law and sisters in law, daughters in law and sons in law. Adopted and step members are also included in immediate family.

**Involuntary Refunds** a refund of an unused ticket or portion thereof or an unused miscellaneous charges order required as a result of the carrier cancelling a flight, failing to operate a flight according to schedule, failing to stop at a point to which the passenger is destined or is ticketed to stop over, or causing the passenger to miss a connecting flight, being unable to provide previously confirmed space, substituting a different type of equipment or class of service or where, because of safety or legal requirements or the condition or conduct of the passenger, carriage is refused.

**Itinerary/Receipt** a travel document or documents the carrier or its agent issues to the passenger travelling on a ticket. The itinerary/receipt contains the passenger's name, flight information and notices relevant for the journey. This document is to be retained by the passenger during the entire journey.

**Minor** a person who has not reached his/her 17th birthday on the date that travel commences.

**Miscellaneous Charges Order (MCO)** a document which may be used as a future travel voucher valid for 1 year from the date of issuance. This document may also, for instance, be issued for residual value of a ticket, collection of miscellaneous charges, refundable balances or compensation provided in the case of a denied boarding situation.

**Normal Fare** the highest priced fare established for a first, business or economy class service during the period of applicability.

**Open Jaw Trip** any trip comprising of two separate fare components with a surface break.

**Open-date Ticket** a ticket issued to a passenger without the passenger having specified or made a decision concerning the date of travel. Travel is subject to a specific flight being selected to travel on, an actual reservation for space being confirmed in the carrier's reservation system, a boarding pass being issued and the passenger meeting all carrier-imposed restrictions.

**Origin** the initial starting place of the journey as shown on the ticket.

**Overbooking/Oversold** the result of selling more seats than the available number of seats on a flight.

**Passenger** any person, except members of the crew, carried or to be carried in an aircraft with the consent of the carrier pursuant to a valid contract of carriage.

**Person with a Disability** any person who, by virtue of a locomotor, sensory, intellectual, or other impairment, or a mental health condition, requires services or assistance beyond those normally offered by the carrier to meet their disability-related needs.

**Personal information** information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization.

**Reservation** a record, either in paper form or in electronic form, of the accommodation held by a passenger on a given flight. The reservation would specify the date and times of travel, flight number and the class of service to be provided the passenger.

**Routing** establishes the possible points via which travel may take place for a specific fare.

**Schedule Irregularities** means the following:

- a) Delays in the scheduled departure or arrival of the carrier's flight resulting in the passenger missing his/her onward connecting flight(s) or any other delay or interruption in the scheduled operation of the carrier's flight, or;
- b) Cancellation of flight, or omission of a scheduled stop, or;
- c) Substitution of aircraft or of a different class of service, or;
- d) Schedule changes which require rerouting of a passenger at departure time of his or her original flight.

**Self-reliant** a person does not require services related to a disability beyond that normally provided by the carrier, or beyond that which applicable rules or regulations require the carrier to provide.

**Service Animal** an animal that is required by a person with a disability for assistance and is certified, in writing, as having been trained by a professional service animal institution to assist a person with a disability and which is properly harnessed in accordance with standards established by a professional service animal institution.

**Special Fare** any fare other than a Normal Fare.

**Stopover** a deliberate interruption of a journey initiated by the passenger and agreed to in advance by the carrier at a point between the place of departure and the place of destination. The deliberate interruption must be for a purpose other than changing aircraft.

**Tariff** a schedule of fares, rates, charges or terms and conditions of carriage applicable to the provision of an air service and other incidental services.

**Ticket** either a paper or electronic document issued by or on behalf of the carrier which includes the passenger's flight coupons. The ticket serves as evidence of payment of air fare and constitutes for the passenger proof of their contract of carriage. It also has detailed information to ensure

proper processing and handling. In instances where a ticket exists as an electronic document, the carrier issues to the passenger, as proof of purchase, an itinerary/receipt.

**Traffic** any persons or goods that are transported by air.

**Transfer Point** any point at which the passenger transfers between aircraft.

**Unchecked Baggage** baggage (carry-on) accompanying the passenger other than checked baggage.

**Uncontrollable** when used in reference to irregular operations, are those delays and cancellations that are not under the control of the Carrier. These include but are not limited to: Events of Force Majeure, medical diversions, unruly Guests, ATC Delays, and Weather.

**Voluntary Refunds** a refund of an unused or partially used ticket or an unused miscellaneous charge order (MCO) for reasons other than those mentioned under the definition of an involuntary refund.

**Voucher** a monetary credit provided either in paper or electronic format to a passenger that may be used toward future travel services or the provision of incidental services such as meals, ground transportation, and hotel accommodation.



## 2 Application of Tariff

### 2.1 General

- a) This Tariff is applicable to the transportation of passengers and their accompanying baggage using aircraft operated by 2746904 Ontario Inc.
- b) Unless the fare rule governing a specific fare basis code applicable to the transportation purchased by the passenger states otherwise, the general rules contain in this tariff will apply.
- c) The content of this tariff constitutes the contract between the carrier and the passenger. Should there be a conflict between this tariff and any other document issued or posted by the carrier, this tariff will prevail.
- d) No agent, employee or representative of the carrier has the authority to alter, modify or waive any provisions of this tariff.
- e) The obligations of the carrier under the Air Passenger Protection Regulations (APPR) form part of the tariff and supersede any incompatible or inconsistent term and condition of carriage set out in the tariff to the extent of such inconsistency or incompatibility, but do not relieve the carrier from applying terms and conditions of carriage that are more favorable to the passenger than the obligations set out in the APPR.
- f) The obligations of the carrier under the Air Passenger Protection Regulations (APPR) form part of the tariff and supersede any incompatible or inconsistent term and condition of carriage set out in the tariff to the extent of such inconsistency or incompatibility, but do not relieve the carrier from applying terms and conditions of carriage that are more favorable to the passenger than the obligations set out in the APPR.
- g) The carrier will be responsible for the furnishing of transportation only over its own services, including those services offered via code-share arrangements where the flight is operated by another carrier. However, when the carrier issues a ticket, baggage check, or make any other arrangements for transportation over the services of any other carrier (whether or not such transportation is part of a through service), the carrier acts only as agent for such other carrier and the tariff of that other carrier will apply. 2746904 Ontario Inc will assume no responsibility for the acts or omissions of such other carrier.

### 2.2 Gratuitous Carriage

Pivot Airlines reserves the right to exclude the application of all or any part of this tariff with respect to gratuitous carriage as stated in this tariff.

### 2.3 Passenger Recourse

Any compensation offered to passengers is found in this tariff and is subject to applicable government regulations. In the case of dispute with Pivot Airlines, passengers should, as the first recourse, try to resolve any problem by dealing directly with Pivot Airlines. If the passenger has attempted to resolve a complaint with the carrier and is still not satisfied, the passenger may take the matter to either the Canadian Transportation Agency or the appropriate court, as the passenger prefers.

## 2.4 Change Without Notice

Except as may be required by applicable laws, government regulations, orders and requirements, the regulations and conditions of carriage are subject to change without notice, provided that no such change shall apply to a contract of carriage after the carriage has commenced.

## 3 Personal Data

### 3.1 Use of Personal Information

The passenger recognizes that personal information must be provided for purposes of making a flight booking for carriage obtaining ancillary services, and to be contacted in relation to the flight booking, if necessary. Passenger also recognizes that this information must be made available to government agencies when needed. For these purposes, the passengers authorizes Pivot Airlines to retain such data and to transmit it to third parties as needed, in whatever country they may be located, subject to its privacy policy.

### 3.2 Privacy

The company will take all reasonable precautions to safeguard a customer's information. No details of a customer's travel itinerary will be provided to anyone (including family members) unless the customer has provided consent, or the person can provide enough key information that will enable the company to be reasonably sure that the person should have access to the information.

In cases where minor is involved this security will be heightened so that only the parent, guardian or designated responsible adult will be privy to the file. Again the person will need to have key information of the reservation before any further information is given out.

## 4 Application of Fares and Charges

### 4.1 General

Applicable fares are those published by or on behalf of the carrier or, if not published, constructed in accordance with the carrier's tariff. Fares and charges will apply only to air transportation between the points named on the ticket. Ground transfer services, unless otherwise specified in *Ground Transfer Services*, will be arranged by the passenger and at his/her own expense and are not subject to the terms of this tariff.

### 4.2 Fares in Effect

Subject to government requirements and this tariff, the applicable fare is the fare in effect on the date which the ticket is issued.

No increase in fares and charges will be collected or more restrictive conditions of carriage (including those related to baggage) applied in the event that an increase in fares and charges occurs or more restrictive conditions are imposed between the date of ticket issuance and the date of travel, provided:

- a) The ticket is issued with confirmed reservations from a point of origin in Canada at fares and charges applicable on the date of ticket issuance for the date of commencement of travel; and,
- b) The confirmed ticketed reservations are not changed at the passenger's request. Should the passenger request a change to the ticketed reservations then the passenger will be obliged to pay the difference in the fares or be subject to the more restrictive conditions imposed as a result of the change; and
- c) Sale occurs and the ticket is issued in Canada.

If, after a ticket has been issued, a decrease in fares and charges applicable to the transportation covered by the ticket becomes effective, no refund in whole or in part of the original fare will be permitted unless otherwise specified in the applicable fare rule associated with the fare.

### 4.3 Routing

Unless otherwise provided in the carrier's tariff, fares apply only to their associated routing. If there is more than one routing associated with a fare, the passenger, prior to their ticket being issued, may specify the routing they prefer. If no routing is specified, 2746904 Ontario Inc may determine the routing. (See, Routings)

Where a fare is purchased from point of origin to the point where return travel commences, and that fare is less than a fare to an intermediate point enroute, the fare charged must be increased to at least the minimum fare applicable to any higher cost intermediate points.

### 4.4 Fares Published in Error

From time to time, errors may occur when posting fares (fare in error). A fare in error is one which the Carrier has, in good faith, mistakenly published and which is clearly erroneous when compared to fares usually published for a segment.

- a) 2746904 Ontario Inc., reserves the right to cancel reservations and/or tickets issued with a quoted fare error. In such a case the amount paid by the Passenger will be refunded or, should the passenger agree to forego the refund, the Carrier will offer the Passenger the ticket at a published fare that should have been available at the time of booking.
- b) 2746904 Ontario Inc., will attempt to notify any passenger impacted by a *fare in error* as soon as possible after becoming aware of the error.
- c) Failure of a passenger to acknowledge the notification and engage the Carrier with respect to their position prior to the scheduled departure of the first flight of their itinerary shall be deemed acceptance by the Passenger that their ticket shall be voided and the purchase value refunded.

## 4.5 Currency of Fares

All fares and charges are stated in Canadian dollars for travel commencing in Canada.

## 4.6 Taxes and Charges

- a) Taxes imposed by governments are payable by the passenger and are in addition to the published or constructed fare.
- b) At the time of the ticket purchase, the passenger will be advised 2746904 Ontario Inc of all the taxes appearing on the ticket.
- c) Taxes will be shown separately on the ticket.
- d) The conditions under which taxes are imposed, collected or refunded are established by the taxing authority and in all cases will be respected. As a result, 2746904 Ontario Inc will either collect new or higher amounts or refund all or a portion of the tax paid based on the conditions imposed by the taxing authority.
- e) Any tax or charge imposed by government or other authority, or by the operator of an airport in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and will be payable by the passenger, except as otherwise provided in this tariff.

## 4.7 Methods of Payment

The following is a list of payment options accepted by the carrier for the payment of tickets and services offered by the carrier:

- a) Cash in currencies acceptable to the carrier, where facilities permit
- b) Credit card, where facilities permit
- c) Bank debit card, where facilities permit
- d) MCOs (Miscellaneous Charges Order)
- e) Vouchers
- f) Redeemable travel points or travel miles as per reward travel agreements.

## 4.8 Currency of Payment

Payment for tickets will be in Canadian dollars at the Canadian dollar fare.

## 4.9 Fare Brands and Classes of Service

### 4.9.1 Fare Brands

Pivot Airlines offers various fare brands or fares for each class of service. Fare rules, as well as terms and conditions, may vary by fare brand.

### 4.9.2 Classes of Service

Pivot Airlines offers Economy Class (Y) only. Certain complimentary products and services may be offered but are amenities and their availability is not guaranteed.

#### 4.9.2.1 *Economy Class*

Economy Class service is provided to passengers paying Economy Class fares. Passengers seated in the Economy Class cabin will, when flight times permit, be afforded in-flight amenities on certain flights such as complimentary snacks and beverages.

## 5 Capacity Limitations

A reservation for space on a given flight is valid only when the availability and allocation of that space is confirmed by 2746904 Ontario INC., DBA Pivot Airlines and the passenger has paid the appropriate fare and a ticket has been issued for that space.

On any given flight, 2746904 Ontario Inc may limit the number of passengers carried at any given fare. All fares will not necessarily be available on all flights. The number of seats which the carrier shall make available on a given flight will be determined by the carrier's best judgment as to the anticipated total number of passengers on each flight.

## 6 Reservations

In the case of code-share, the rules applicable to a passenger's transportation, and that of their baggage, are those of the carrier identified on the passenger's ticket and not of the carrier operating the flight.

### 6.1 General

A reservation will be tentative only and will not be valid until the passenger has secured a confirmed ticket indicating his/her confirmed reserved space thereon.

2746904 Ontario Inc will cancel the reservation of any passenger whenever such action is necessary to comply with any governmental regulation, or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control.

2746904 Ontario Inc is not liable when it cancels the reservation of any passenger in accordance with this rule, except to refund the value of the ticket, where applicable, in accordance with the rules governing the fare used.

### 6.2 Seat Assignment

The carrier does not guarantee the assignment of any particular space on the aircraft.

### 6.3 Cancellation of Reservations:

The carrier will cancel reservations of any passenger:

- a) To comply with any government regulations; or
- b) To comply with any government request for emergency transportation; or
- c) Due to force majeure, or
- d) When the passenger has failed to meet check-in requirements set out in Check-in Time Limits below.

### 6.4 Passenger's Responsibility

The passenger must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance and the departure process while meeting the time limits detailed in Check-in Time Limits below. Flights will not be delayed for passengers who have not completed any of these pre-boarding requirements. The carrier will not be liable for loss or expense due to the passenger's failure to comply with this provision.

### 6.5 Failure to Occupy Seat

If the passenger does not occupy space which has been reserved by/for him/her and the carrier is not notified of the cancellation of such reservation at least two hours prior to the scheduled departure of that particular flight, the carrier will cancel all continuing or return reservations held by the passenger and will not be liable for doing so other than to refund the passenger's ticket in accordance with the applicable fare rule and *Voluntary Refunds*.



## 6.6 Check-in Time Limits

Travel	Recommended check-in time*	Check-in/baggage drop-off deadline**	Boarding_gate deadline***
Within Canada	90 minutes	45 minutes	15 minutes

In the case of code-share, passengers are advised that the reservations rules applicable to their transportation are those of the carrier identified on your ticket and not of the carrier operating the flight.

\*Recommended check-in time: To ensure that the passenger has plenty of time to check in, drop off checked baggage and pass through security, the above table sets out how much in advance of the flight's departure time the passenger should check in

\*\*Check-in and baggage drop-off deadline: The passenger must have checked in, obtained their boarding pass and checked all baggage at the baggage drop-off counter before the check-in deadline for their flight.

\*\*\*Boarding gate deadline: The passenger must be available for boarding at the boarding gate by the boarding gate deadline.

If the passenger fails to meet the time limits specified in the above chart, the carrier may reassign any pre-reserved seat and/or cancel the reservation of the passenger and the carrier may not be able to transport the passenger's baggage. The carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision.

It is recommended that the passenger provide the carrier with a point of contact (e-mail address and/or telephone numbers) in case the carrier must communicate with the passenger prior to his/her departure or at any point during the passenger's itinerary.

## 7 Stopovers

A stopover is defined as a deliberate interruption of a journey for more than 4 hours. Stopovers will be permitted under the following conditions:

- a) Stopovers must be arranged with the carrier in advance and specified on the ticket.
- b) Specific fare rules may not permit stopovers or limit the number of stopovers allowed or there may be an additional charge for stopovers based on the fare purchased by the passenger. Refer to the rule applicable to the fare in question for further information.
- c) If a portion of a journey is travelled by surface transportation, a stopover will be deemed to have taken place for such transportation.
- d) For travel within Canada: A deliberate interruption of a journey for more than 4 hours will constitute a stopover.

## 8 Routings

- a) A routing is applicable only to the fares which are specifically associated with it.
- b) A routing may be travelled via any or all of the cities named in the routing diagram, unless otherwise restricted.
- c) All or part of the applicable routing may result in non-stop travel.
- d) An intermediate point(s) specified along the routing may be omitted.
- e) All routings are applicable in either direction, unless otherwise restricted

## 9 Interline Baggage Acceptance

### 9.1 Definitions

"Airline Designator Code" 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. 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" the conditions associated with the acceptance of baggage, services incidental to the transportation of baggage, allowances and all related charges.

"Down Line Carrier" 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" 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" all flights reflected on a single ticket involving multiple air carriers. Only travel on a single ticket is subject to the Agency's approach provided the origin or the ultimate ticketed destination is a point in Canada.

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

"Marketing Carrier" the carrier that sells flights under its code. "Operating Carrier" 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" the carrier whose baggage rules apply to the entire interline itinerary.

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

"Single ticket" a document that permits travel from origin to destination. It may include interline/codeshare 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" a page on a carrier's Web site which summarizes the details of a ticket purchase transaction just after the passenger has agreed to purchase the ticket from the carrier and has provided a form of payment.

"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 Agency would consider the ultimate ticketed destination to be Canada.

## 9.2 Applicability

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

## 9.3 General

For the purpose of interline baggage acceptance:

- a) The carrier whose designator code is identified on the first segment of the passenger's interline ticket will be known as the selecting carrier.
- b) 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.

## 9.4 Baggage Rule Determination by Selecting Carrier

### 9.4.1 Checked Baggage

The selecting carrier will be designated the selected carrier and will apply its own baggage rules as set out in its tariff to the entire interline itinerary.

### 9.4.2 Carry-On Baggage

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

## 9.5 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.

## 9.6 Disclosure of Baggage Rules

For baggage rules provisions related to a passenger's 1st and 2nd 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.

# 10 Baggage Acceptance

## 10.1 Applicability

This rule applies to intraline (online) transportation of baggage and interline transportation of baggage where the carrier is selected to apply its own baggage rules to an entire interline itinerary.

## 10.2 Conditions of Acceptance of Checked and Unchecked Baggage

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

### 10.2.1 Checked Baggage

- a) Articles are deemed to be unsuitable for carriage as or in checked baggage unless they are capable of withstanding carriage in aircraft compartments that are not temperature controlled and/or not pressurized.
- b) Checked baggage will be carried on the same aircraft as the passenger, unless the carrier determines that, due to operational or safety reasons (e.g., temperature limitations, weight, and balance, capacity) it is impractical or unsafe to carry the baggage on the same aircraft.
- c) The carrier will accept musical instruments as part of the checked baggage allowance subject to this tariff and piece allowance. Applicable checked baggage fees will apply.
  - i) Musical instruments should always be properly packed in a rigid and/or hard shell container specifically designed for shipping such items. When a stringed instrument is transported by air, it may be exposed to dramatic changes in temperature and pressure, which can cause its headstocks to crack or snap off. To prevent possible damage, it's the passenger's responsibility to ensure that the strings are loosened so tension is reduced.
- d) In the case of delay, the carrier will take necessary steps to inform the passenger of the status of the baggage, and carry to the passenger's destination as soon as able.
- e) The carrier's liability for destruction, damage, loss or delay in respect of baggage is subject to Limitations of Liability.

This provision does not apply to aids for persons with disabilities. See Carriage of a Person with a Disability.

### 10.2.2 Unchecked Baggage (Carry-on baggage)

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

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

This provision does not apply to aids for persons with disabilities. See Carriage of a Person with a Disability.

The carrier will accept musical instruments as part of the carry-on baggage allowance subject to this tariff and piece allowance.

Musical instruments should always be properly packed in a rigid and/or hard shell container specifically designed for shipping such items. When a stringed instrument is transported by air, it may be exposed to dramatic changes in temperature and pressure, which can cause its headstocks to crack or snap off. To prevent possible damage, it's the passenger's responsibility to ensure that the strings are loosened so tensions is reduced.

All carry-on musical instruments must be stowed in an overhead bin, under the seat, or other approved locations. The final decision of proper stowage and acceptance will be the discretion of the aircraft crew.

Objects which are not suitable for carriage as checked baggage (e.g. delicate musical instruments) will only be accepted for transportation in the passenger cabin of the aircraft if advance notice is given to the carrier and the carrier agrees to carry the object. Passengers should contact the carrier or review its Web site for more information about which objects are not suitable for carriage as checked baggage and will only be accepted for transportation in the passenger cabin of the aircraft upon prior arrangement with the carrier, and subject to actual conditions on board the aircraft, as determined by the carrier.

## 10.3 Free Baggage Allowance

The passenger is entitled to carry free of charge checked and unchecked baggage as specified and subject to the conditions and limitations set out below:

### 10.3.1 Checked Baggage.

- a) Upon presentation by a fare-paying passenger of a valid ticket covering transportation between points on its routes, Carrier may accept bags up to 158 centimeters (62 inches) in combined dimension (length + width + height) and , singular or total combined pieces, 23 kilograms (50 pounds). The fee and amount charged will be based upon the fare level purchased, where you are travelling to and from, and on the marketing carrier (the airline selling the seat). Any piece(s) of baggage exceeding the size or weight allowance is subject to all applicable over size and weight restrictions and fees.
  - i) GOOD branded fare (U, G, S, K, L, M, W, X, & O) - 1st Bag: \$26.25 CAD per direction including taxes
  - ii) SWEET branded fare (C, N, D, T, I, V, Z, B, E, H, R, & Q) – 1st Bag: Complimentary.
  - iii) AWESOME branded fare (Y) – 1st and 2nd Bag: Complimentary
- b) Where two or more passengers, traveling together to a common destination by the same flight, present themselves and their baggage, at the same time and place, they shall be permitted a total free baggage allowance equal to the combination of their individual free baggage allowances. Baggage weight in excess of the combined free baggage allowance will be subject to excess weight charges.
- c) In addition to the free baggage allowance provided herein, each passenger may carry, without additional charges, the following articles of baggage only when retained in the passenger's custody:
  - i) lady's handbag or pocketbook;

- ii) an overcoat or wrap;
- iii) an umbrella or walking stick;
- iv) a small camera and a pair of binoculars;
- v) a reasonable amount of reading material for the flight;
- vi) an infant's food for consumption en route; and
- vii) an infant's carrying basket or bassinet.

Passengers rerouted in accordance with Schedule Irregularities shall be entitled to the free baggage allowance applicable to the revised routing or Carrier.

In the case of code-share, passengers are advised that the baggage rules applicable to their transportation are those of the carrier identified on your ticket and not of the carrier operating the flight.

### 10.3.2 Unchecked baggage (carry-on baggage)

Carry-on baggage size and weight is regulated by the airline and Transport Canada and must be adhered to at ALL bases. The restrictions apply to all carry-on baggage (including items the passenger wants to sky check). Passengers are allowed one.

"Standard Article," such as a carry-on bag and one "Personal Article," which could be a briefcase, backpack or purse. The dimensions for the standard article are 23cm x 40cm x 55 cm or 9" x 16" x 22" and for the personal article are 16cm x 33cm x 43cm or 6" x 13" x 1 7". Both must not weigh more than 22 lbs each. If the carry-on does not meet these standards it MUST be checked. These restrictions DO NOT apply to baby items such as car seats and strollers.

If a passenger exceeds the maximum number of bags permitted and/or the maximum weight allowed for each bag or the maximum dimensions permitted for each checked or carried on bag, the passenger will be subject to the excess baggage charges set out in the chart in Excess Baggage.

This provision does not apply to aids for persons with disabilities. (See Rule 71)

The passenger's name and point of contact must appear on the baggage. It is recommended that the name and point of contact also be included inside the baggage.

## 10.4 Collection and Delivery of Baggage

- a) The passenger has the right to retrieve his or her baggage without delay
- b) Only the passenger who was given a baggage identification tag when the carrier took possession of the baggage is entitled to accept delivery of the baggage.
- c) If the passenger claiming the checked baggage is unable to produce his/her portion of the baggage identification tag and identify the baggage by means of its baggage identification tag, the carrier must receive satisfactory proof that the baggage belongs to the passenger in question before delivering the baggage to the passenger.
- d) Acceptance of the baggage without complaint, the passenger in possession of the baggage identification tag is evidence that the carrier delivered the baggage in good condition and in accordance with this tariff.



## 10.5 Excess Baggage

Baggage in excess of the "Free Baggage Allowance" will be accepted for travel subject to the availability of space and weight by the carrier upon payment of the applicable charge. The charge for the excess baggage is payable prior to departure at the point of check-in. Excess baggage will travel subject to space and weight limitations. The Carrier's liability for destruction, damage, loss, or delay in respect of Excess Baggage is subject to Limitations of Liability.

This provision does not apply to aids for persons with disabilities. (See Carriage of a Person with a Disability)

### 10.5.1 Excess Baggage

Any piece baggage exceeding the first bag, size, or weight allowance is subject to all applicable weight and size restrictions and fees for Domestic travel with-in Canada on Pivot Airlines. The Carrier may accept bags up to 158 centimeters (62 inches) in combined dimension (length + width + height) and 23 kilograms (50 pounds), singular or combined pieces. The following excess baggage fees shall apply to all fares:

- 2nd Bag: \$26.25 CAD per direction including taxes.
- Each Additional Bag: \$105 CAD per direction including taxes.
- Overweight Bag(s): \$78.75 CAD per direction including taxes.
- Oversized Bag(s): \$78.75 CAD per direction including taxes.

\* If a Bag is both overweight and oversized, the \$78.75 fee is charge only once. No overweight or oversized fees apply, when the Additional Bag fee is paid.

In the case of code-share, passengers are advised that the baggage rules applicable to their transportation are those of the carrier identified on your ticket and not of the carrier operating the flight.

## 10.6 Excess Value Declaration

Baggage and contents valued in excess of \$2400 CAD must be self-insured.

## 10.7 Items Unacceptable as Baggage

The following items are unacceptable as baggage and will not be transported by the carrier:

- a) Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over.
- b) Items which are likely to endanger the aircraft or persons or property on board the aircraft. These unacceptable items are specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations.
- c) Items, which in the carrier's opinion, are unsuitable for carriage because of their weight, size or character, for example, fragile or perishable items.
- d) Live animals except as provided in Acceptance of Animals (Service Animals and Pets).
- e) Firearms and ammunition other than for hunting or sporting purposes are prohibited from carriage as baggage. Firearms and ammunition for hunting and sporting purposes will be

accepted as checked baggage provided the firearms are not loaded, the safety catch is in the "on" position and the firearms are suitably packed. The carriage of ammunition is subject to the ICAO and IATA regulations mentioned in 2. above.

- f) Weapons such as antique firearms, swords, knives and other similar items may be accepted as checked baggage at the carrier's discretion, provided they are suitably packed.
- g) Pivot Airlines does not accept in checked baggage or when otherwise places in the care of 2746904 Ontario Inc, money, jewelry, silverware, negotiable papers, securities, computers, televisions and other electronic equipment, cameras, cellular phones, business publications, prescription drugs, or any other valuable or item whose loss may cause serious damage. Unless otherwise specified, a valuable will be deemed any item whose value is \$500.00 CAD, or more.

## 10.8 Right to Refuse Carriage of Baggage

- a) The carrier will refuse to carry as checked baggage any bag that the carrier has discovered to contain any unacceptable item mentioned above and when the passenger fails to provide the carrier with prior notice that they wish to carry such an item in their baggage.
- b) The carrier will, at its sole discretion, refuse to carry any baggage because of its size, shape, weight or character.
- c) Unless advance arrangements have been made with the carrier, the carrier may carry on later flights baggage which is in excess of the free baggage allowance.
- d) The carrier will refuse to carry checked baggage if it determines that the baggage has not been properly and securely packed in suitable suitcases or containers
- e) This provision does not apply to aids for persons with disabilities. See Rule 71

## 10.9 Right to Search

The carrier may request the passenger to permit a search to be conducted of his/her person and baggage. The carrier may search baggage in the passenger's absence. The purpose of any search is to ensure aircraft and passenger safety, security and to determine whether the passenger is in possession of or the baggage contains items mentioned in Unacceptable Baggage above or any arms or ammunition which have not been presented to the carrier. If the passenger refuses to comply with the request for search, the carrier may refuse to carry the passenger and/or his/her baggage.

# 11 Acceptance of Children for Travel

## 11.1 General

Persons entrusted with the care of infants and children must be capable of discharging this duty.

### 11.1.1 Infants

- a) Infants under two years of age on the date of travel do not require a seat.
- b) Only one infant under the age of two years may be held in the lap of an accompanying passenger 16 years of age or older.
- c) No single passenger shall be responsible for more than one infant whether the infant is held on the lap of an accompanying passenger or a seat has been purchased for the infant and the infant is secured in an approved child restraint system (car seat).
- d) An infant under two years of age at the time of departure but reaching his/her second birthday during the continuing/return flight(s) will require a seat and must pay the applicable fare for the continuing/return flight(s).
- e) Infants under two years of age occupying a seat must be properly secured in a Transport Canada approved child restraint device.

### 11.1.2 Children

- a) All children, two years of age or older, must be ticketed and assigned a seat.
- b) All children, 12 years of age or older, will be able to travel unaccompanied without supervision and will be considered to be an adult for fare purposes.
- c) All children, 12 years of age or older, may accompany other children over two years of age and will be considered as adults for the purposes of travel and will be charged the applicable adult fare.

## 11.2 Assignment of Seats to Children Under the Age of 14 Years

In order to facilitate the assignment of a seat to a child who is under the age of 14 years in close proximity to a parent, guardian or tutor in accordance with subsection (2), a carrier must, at no additional charge:

- a) Assign a seat before check-in to the child that is in close proximity to their parent, guardian, or tutor; Or
- b) If the carrier does not assign seats in accordance with paragraph (a), do the following:
  - i) Advise passengers before check-in that the carrier will facilitate seat assignment of children in close proximity to a parent, guardian or tutor at no additional charge at the time of check-in or at the boarding gate,
  - ii) Assign seats at the time of check-in, if possible
  - iii) If it is not possible to assign seats at the time of check-in, ask for volunteers to change seats at the time of boarding, and
  - iv) If it is not possible to assign seats at the time of check-in and no passenger has volunteered to change seats at the time of boarding, ask again for volunteers to change seats before takeoff.

### 11.3 Proximity to Adult's Seat

The carrier will facilitate the assignment of a seat to a child who is under the age of 14 years by offering, at no additional charge:

- a) In the case of a child who is four years of age or younger, a seat that is adjacent to their parent, guardian or tutor's seat;
- b) In the case of a child who is 5 to 11 years of age, a seat that is in the same row as their parent, guardian or tutor's seat, and that is separated from that parent, guardian, or tutor's seat by no more than one seat; and
- c) In the case of a child who is 12 or 13 years of age, a seat that is in a row that is separate from the row of their parent, guardian or tutor's seat by no more than one row.

# 12 Unaccompanied Minors

## 12.1 General

The company does not offer unaccompanied minor services.

Children, 12 years of age or older, who are able to travel unaccompanied and without supervision will be accommodated. These children will be considered to be an adult for fare purposes and will not receive any supervision from airline staff.

## 13 Carriage of Persons with Disabilities

### 13.1 Acceptance for Carriage

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

It should be noted 2746904 Ontario Inc operates small regional type aircraft. The aircraft passenger door size and limited onboard washroom facilities may result in a physical limitation to access. Some destinations serviced are smaller airports with limited equipment and services.

### 13.2 Acceptance of Declaration of Self Reliance

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

See also: *Refusal to Transport, Passenger's Condition, Medical Clearance.*

### 13.3 Medical Clearance

A carrier will not automatically require a medical clearance for persons with disabilities as a condition of travel. Rather, a carrier may, in good faith and using its reasonable discretion, determine that a person with a disability requires medical clearance where their safety or well-being, in terms of such things as assistance with eating, using the washroom facilities, or that of other passengers is in question. Where a carrier refuses to transport a passenger for such reasons, a written explanation must be provided at the time of refusal. When medical clearance is required a carrier may assess a person's fitness to travel based on information and/or documentation submitted by the person with a disability (such as a note from the person's physician or healthcare professional).

See also: *Refusal to Transport, Passenger's Condition, Medical Clearance*

### 13.4 Advance Notice

Where a passenger requests a service set out in this rule at least 36 hours prior to departure, the carrier will provide the service. Such requests should be made by the passenger at the time of reservation, and as far in advance of travel as possible. Where a passenger requests a service less than 36 hours prior to departure, the carrier will make a reasonable effort to provide the service.

## 13.5 Accessible Seating

The carrier will provide the person with a disability with the most accessible seat on the aircraft. The carrier will consult with the person to determine which seat is the most accessible to meet specific disability-related needs. For safety/security reasons some seats may not be available. Persons with disabilities and their attendants, who will meet the persons' disability-related needs, will be seated together.

## 13.6 Seating Accommodation and Restrictions

When a person identifies the nature of his or her disability, the carrier will inform the passenger of the available seats that are most accessible and then establish with that passenger an appropriate seat assignment. Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows, or otherwise in accordance with applicable safety-related rules and regulations. Persons with disabilities and their attendants, who will meet the persons' disability related needs, will be seated together.

It should be noted that Pivot Airlines operates small regional type aircraft. Pivot Airlines provides the following specifications in order that persons of size may be apprised at source for personal decision-making with regards to their personal onboard comfort and safety prior to making a reservation and traveling to the airport. A confirmed reservation will not negate a refusal to transport under *Refusal to Transport*. See also: *Refusal to Transport, Passenger's Condition, Medical Clearance*

	<b>CRJ</b>
Seat Width	17"
Seat Belt Length	38"
Seatbelt Extension	22"
Door Width	36"
Emergency Exit	23" X 43"

Pivot Airlines may occasionally substitute aircraft or charter aircraft from other companies and above information may not apply.

## 13.7 Acceptance of Aids

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

- a) an electric wheelchair, a scooter or a manually operated rigid-frame wheelchair;
  - i) Batteries must meet the requirements set out in IATA dangerous goods regulations. Eg. Wet cell spillable batteries cannot be accepted.
- b) a manually operated folding wheelchair;
- c) a walker, a cane, crutches or braces;
- d) any device that assists the person to communicate; and
- e) any prosthesis or medical device.

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

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

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

Applicable to domestic operations only: Where the design of the aircraft that has fewer than 60 passenger seats does not permit the carriage of a person's aid, the air carrier is not required to carry the aid. The carrier will advise the person about transportation arrangements that are available for the aid.

For provisions related to limitations of liability regarding loss of, damage to, or delay in delivering mobility aids, refer Mobility Aids.

## 13.8 Manually Operated Wheelchair Access

The carrier will permit the person who uses a manually operated wheelchair to remain in the wheelchair:

- a) until the person reaches the boarding gate;
- b) where facilities permit, while the person is moving between the terminal and the door of the aircraft;
- c) where space and facilities permit, while the person is moving between the terminal and passenger seat.

## 13.9 Oxygen and Personal Oxygen Concentrators

Passengers cannot bring their own oxygen on board, liquid oxygen is forbidden on all aircraft. Passengers may carry on board aircraft and utilize Carrier approved personal oxygen concentrators subject to the following conditions:

- a) At least 24 hours prior to departure, the Passenger must inform the Carrier of their intent to use a personal oxygen concentrator during the flight. The Carrier will make a reasonable effort to accommodate Passengers who fail to inform the Carrier of their intent to use a personal oxygen concentrator at any time.
- b) The oxygen concentrator must be of a type approved by the Carrier and must be free of oil and grease. Some restrictions apply to certain types of personal oxygen concentrators that cannot be safely stowed during flight. See the Airline website for a list of approved oxygen concentrators.
- c) Passengers must bring extra batteries as part of their carry-on baggage, in an amount sufficient for the scheduled duration of the flight plus two hours. Batteries are not accepted as checked baggage and must be packaged in a manner that protects them from short circuit and physical damage. Caution, do not plan to recharge batteries during connection times.

## 13.10 Service Animals

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 in writing as



having been trained by a professional service animal institution. 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. The carrier will assign a seat to the person which provides sufficient space for the person and the Service Animal and the carrier will permit the Service Animal to accompany the person on board the aircraft and to remain on the floor at the person's passenger seat. Where there is insufficient floor space in the seat row of the person's passenger seat, the carrier will permit the service animal to remain on the floor in an area where the person can still exercise control over the animal.

See also; Acceptance of Animals (Service Animals and Pets), and for provisions related to limitations of liability regarding Service Animals, refer to Service Animals.

## 13.11 Service to be Provided to Persons with Disabilities

### 13.11.1 At time of reservation

When a person identifies himself/herself as a person with a disability, the carrier will:

- a) describe the type of equipment and services available to accommodate persons with disabilities;
- b) discuss both the level of accessibility and the limitations of the aircraft, the tarmac, the facilities and the availability of boarding equipment for the available services to accommodate that person's disability-related needs;

### 13.11.2 At time of travel

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:

- a) Assisting with registration at the check-in counter;
- b) Assisting in proceeding to the boarding area;
- c) Assisting in boarding and deplaning;
- d) Assisting in stowing and retrieving carry-on baggage and retrieving checked baggage;
- e) Assisting the person, other than by carrying the person, in moving to and from an aircraft washroom, including assisting the person in using an on-board wheelchair where one is available;
- f) Assisting in proceeding to the general public area or, in some cases, to a representative of another carrier;
- g) Transferring a person between the person's own mobility aid and a mobility aid provided by the carrier;
- h) Transferring a person between a mobility aid and the person's passenger seat;
- i) Providing limited assistance with snacks, such as opening packages, and identifying items;
- j) Inquiring periodically during a flight about a person's needs; and
- k) Briefing individual passengers with disabilities and their attendant on emergency procedures and the layout of the cabin.

### 13.12 When Boarding and Deplaning

Where a person with a disability requests assistance in boarding or seating or in stowing carry-on baggage, an air carrier will allow the person, upon request, to board the aircraft in advance of other passengers where time permits. The carrier may also require a person, even in the absence of a request to do so, to board the aircraft in advance of other passengers in order that it has sufficient time to provide the requested assistance.

### 13.13 Communication and Confirmation of Information

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

Modification to reflect that pre-boarding can occur upon request of the person with a disability as well as a requirement by the carriers.

### 13.14 Inquiring Periodically

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

# 14 Acceptance of Service Animals and Pets

In the case of code-share, passengers are advised that the acceptance of animals rules applicable to their transportation are those of the carrier identified on your ticket and not of the carrier operating the flight.

The carrier will agree to carry animals subject to the following conditions:

## 14.1 General

- a) Advance arrangements must be made with the carrier before any animal will be accepted for carriage as either checked or carry-on baggage.
- b) The carrier will accept for carriage, animals/pets such as a small domestic dog or cat as carry-on baggage provided the animal(s) is/are accompanied by a passenger, in compliance with the IATA Live Animal Regulations.
- c) Animals must be contained in a clean, leak/escape proof cage or container/kennel with adequate space for the comfort of the animal. The cage or container/kennel must be approved by \_\_\_\_\_ the \_\_\_\_\_ carrier.  
Note: This provision does not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers.
- d) An animal and its container will not be included in the passenger's free baggage allowance. Excess baggage charges will apply and the passenger will be obliged to pay the applicable charges.  
Note: This provision does not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers. Service Animals will be carried free of charge.
- e) The passenger assumes full responsibility for the animal. Before the animal is accepted for carriage, the passenger must make all necessary arrangements to obtain valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit. In the absence of such documentation, the animal will not be accepted for carriage.
- f) When travel involves more than one carrier, the passenger should verify the policy of each carrier involved in the itinerary and ensure that the requirements of each carrier have been met and that each carrier is aware and has agreed to carry the animal on its own aircraft.

## 14.2 Animals as Checked Baggage

- a) The number of animals carried is limited by aircraft type and per flight.
- b) Due to climatic conditions, animals will not be accepted during certain periods of the year. These black-out periods will be posted on the carrier's Web site or may be ascertained by contacting the carrier.
- c) The maximum size for the container/kennel (length + width + height) is limited by the aircraft type. See the carriers website for additional information.

- d) The maximum allowable weight for both the animal and container/kennel must not exceed 32 kg/70 lbs.
- e) If container/kennel exceeds the maximum size and/or maximum weight mentioned in 4. and 5. above, the passenger must make arrangements with the carrier's cargo department.
- f) The kennel must be leak-proof, well ventilated and be rigid enough to prevent animals from escaping through gaps at the seams or joints. It must be large enough to allow the pet(s) to stand erect, turn around safely and lie comfortably in a natural manner. Kennels must be nose and paw-proof: ventilation openings must be of a size that makes it impossible for the pet to get its nose or paws outside the kennel, so that no part of the pet may extend outside of the kennel. It must be adequately ventilated, clean, devoid of offensive odors and must be equipped with non-consumable absorbency pads. The kennel interior must be smooth with no edges at which the animal can gnaw or scratch. The door must close securely enough to prevent accidental opening. Strong zip ties for this must be used. For safety, the kennel must not have wheels or wheels must be rendered inoperable. The number of kennels and size of the kennel accepted per flight are at the discretion of 2746904 Ontario Inc and are determined by space availability.
- g) Charges: \$50 CAD plus taxes per direction.
- h) Note: This provision does not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers.

### 14.3 Animals in the Cabin

- a) Only one animal per passenger may be accepted for carriage in the passenger cabin.
- b) The number of animals carried in the passenger cabin is limited to 1 animal per flight.
- c) The maximum size permitted for the in-cabin animal container/kennel (length + width + height) must not exceed 104 cm/41 in.
- d) The maximum allowable weight for both the animal and in-cabin pet container/kennel must not exceed 10 kg/22 lbs.
- e) The in-cabin container/kennel must be stored under the seat directly in front of the passenger.
- f) The in-cabin animal and container/kennel may be carried in lieu of unchecked baggage (carry-on baggage).
- g) The animal must remain in the container/kennel for the entire duration of the journey.
- h) If the container/kennel exceeds the maximum size and/or maximum weight mentioned in 3. and 4. above, passengers will require to tender the animal as checked baggage.
- i) The carrier may request a passenger with an in-cabin animal to change seats after boarding to accommodate other passengers, furthermore, in case there is a passenger with severe allergies, the carry-on pet may have to travel in the cargo hold.
- j) Charges: The charge for taking an animal in the cabin is \$50 CAD plus taxes per direction.
- k) Note: This provision does not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers.

### 14.4 Service Animals

Passengers may travel with a dog as a Service Animal. Service Animals assisting a person with a disability that have been certified in writing as having been trained by a professional service animal

institution will be permitted in the passenger cabin of the aircraft. The animal must remain on the floor at the person's seat.

- a) The carrier will accept for transportation without charge a Service Animal to assist a person with a disability. The passenger accompanying the Service Animal will be entitled to the normal free baggage allowance.
- b) The carrier, in consultation with the person with a disability who is accompanied by a service animal, will determine where the person with a disability will be seated in order to ensure that adequate space is provided to the person and the service animal.

*See also: Limitations of Liability*

## 14.5 Search and Rescue Dogs

Search and rescue dogs which are properly harnessed will be permitted in the passenger cabin of the aircraft. The animal must remain on the floor at the handler's seat.

- a) The carrier will accept for transportation without charge a search and rescue dog. The handler transporting the search and rescue dog for duty will be entitled to the normal free baggage allowance.
- b) The carrier, in consultation with the search and rescue dog's handler, will determine where the handler will be seated to ensure that adequate space is provided to the handler and the dog

## 14.6 Ground Transfer Services

- a) The Carrier does not maintain, operate or provide ground transfer services between airports, airport terminals, or between airports and city centres.
- b) Any ground transfer service is performed by independent operators who are not and shall not be deemed to be, agents or servants of the carrier, and at the passenger's expense.
- c) Any effort by an employee, agent or representative of the carrier in assisting the passenger to make arrangements for such ground transfer service shall in no way make the carrier liable for the acts or omissions of such an independent operator.
- d) The Carrier does not assume responsibility for the transportation of any passenger or his baggage between any airport and any other place in any area served through such airport. The Carrier may provide ground transportation as an additional service, from time to time. Such transportation is provided at the sole discretion of the Carrier.

# 15 Schedule Irregularities

## 15.1 Applicability

This rule applies to all passengers irrespective of the type of fare on which they are travelling.

## 15.2 General

- a) The carrier will make all reasonable efforts to transport the passenger and his/her baggage at the times indicated in its timetable.
- b) Times shown in timetables or elsewhere are approximate and not guaranteed and form no part of the contract of carriage. The carrier will not be responsible for errors or omissions either in timetables or other representation of schedules. No employee, agent or representative of the carrier is authorized to bind the carrier by any statement or representation regarding the dates or times of departure or arrival, or of the operation of any flight.
- c) 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.
- d) The carrier will make all reasonable efforts to inform passengers of delays, schedule changes, cancellations, denied boarding, lost or damaged baggage and the seating of children in a simple, clear way.
- e) The carrier will provide the reason for a flight disruption and provide regular status updated during delays and make sure that communication is accessible to persons with disabilities.
- f) It is always recommended that the passenger communicate with the carrier either by telephone, electronic device or via the carrier's Web site or to refer to airport terminal displays to ascertain the flight's status and departure time.
- g) In the case of schedule irregularities, the carrier will give priority for assistance to any person with a disability.
- h) The carrier whose flight experiences a schedule irregularity will make alternative transportation arrangements for the passenger.

## 15.3 Passenger Options – Re-Routing or Refund

- a) Given that a passenger has a right to information on flight times and schedule changes, the carrier will make reasonable efforts to inform passengers of schedule irregularities and to the extent possible, the reason for the schedule irregularities
- b) In the event of a schedule irregularity, within the carrier's control, the carrier may present the passenger with the following options:
  - i) Carry the passenger to the destination named on the ticket, or applicable portion thereof, within a reasonable amount of time; or,
  - ii) Reroute the passenger to the destination named on the ticket, or applicable portion thereof, on its own transportation services within a reasonable amount of time; or,
  - iii) If the passenger chooses to no longer travel as the schedule irregularity results in the loss of purpose of travel or if the carrier is unable to perform the option stated in (a) or (b) above within a reasonable amount of time, the carrier will transport the passenger to the point of origin named on the ticket and refund the full amount of the ticket in accordance

- with Refunds, Involuntary Refunds, irrespective if travel has commenced, or subject to passenger's agreement, offer a travel voucher for future travel in the same amount;
- c) Otherwise, should the alternate transportation proposed by the carrier not meet the passenger's satisfaction, the carrier will offer a refund equal to the fare and charge paid. The refund will be made to the purchaser of the ticket(s). The form of refund will be the same form used as payment of the ticket(s). The refund will be based on the total value of the ticket(s). For complete conditions on refunds see Refunds, Involuntary Refunds.
  - d) In addition to the above, the carrier will always consider the needs of the passenger on a case by case basis and take into account all known circumstances to avoid or mitigate the damages caused by the schedule irregularity within the carrier's control.
  - e) In the event of a schedule irregularity, not within the carrier's control (e.g. Force Majeure), the carrier may provide the following:
    - i) The carrier will offer the passenger the choice to travel on another of its scheduled flights on the same route as the passenger was originally ticketed or to travel on a different routing operated by the carrier to the same ticketed destination
    - ii) If these options are not available, the carrier will offer to transport the passenger on the same route as he/she was originally ticketed or on a different route operated by the services of another carrier with whom the original air carrier has a commercial agreement and provided space is available.
    - iii) Should the fare for the alternate transportation proposed by the carrier be more expensive, there will be no additional cost to the passenger.
    - iv) Should the alternate transportation proposed by the carrier not meet the passenger's satisfaction, the unused portion of the passenger's ticket(s) will be refunded. The refund will be made to the purchaser of the ticket(s). The form of refund will be the same form used as payment of the ticket(s). The refund will be based on the total value of the ticket(s). For complete conditions on refunds see Refunds, Involuntary Refunds.
    - v) When a refund is requested as a result of a schedule irregularity, the passenger must submit the unused portions of his/her ticket(s) to the carrier by no later than 30 days after the specified flight date.

## 15.4 Missed Connections

The carrier assumes no liability for missed connections that are not on the Carrier provided itinerary of the Passenger.

## 15.5 Tarmac Delay Obligations

Standards of Treatment: If a flight is delayed on the tarmac after the doors of the aircraft are closed for takeoff or after the flight has landed, the Carrier will provide Passengers with the following, free of charge:

- a) Access to those lavatories in working order;
- b) Proper ventilation and cooling or heating of the aircraft;
- c) Communication with people outside of the aircraft, when and where possible; and

- d) Food and drink, in reasonable quantities, taking into account the length of the delay, the time of day and the location of the airport and in the case of departures, the expected time of takeoff.

A flight delayed on the tarmac at an airport in Canada will provide an opportunity for Passengers to disembark 3 hours after the aircraft doors have been closed for takeoff and 3 hours after the flight has landed or at any earlier time if it is feasible. However, the Carrier is not required to provide an opportunity for Passengers to disembark if it is likely that takeoff will occur less than 3 hours and 45 minutes after the doors of the aircraft are closed for takeoff or after the flight has landed and the Carrier is able to continue to provide the standard of treatment above. Should disembarkation be required, the Carrier will, if feasible, provide Passengers with disabilities and their support person or service animal the opportunity to disembark first. This section does not apply if providing an opportunity for Passengers to disembark is not feasible, including if it is not feasible for reasons related to safety and security or to air traffic or customs control, or access to a gate or stairs and/or a safe and suitable marshalling area is not available. (Thunderstorms near the airport may cause conditions where it is unsafe to disembark from an aircraft.)



# 16 Denied Boarding and Overbooking

When the carrier is unable to provide previously confirmed space due to there being more passengers holding confirmed reservations and tickets than for which there are available seats on a flight, the carrier will follow the provisions of this rule.

## 16.1 Applicability

- a) This rule applies to all passengers with exception to employee travel and gratuitous fares.
- b) As a passenger who is denied boarding involuntarily, you will be entitled to a payment of "denied boarding compensation" from Pivot Airlines, unless:
  - i) The flight is cancelled;
  - ii) A small capacity aircraft was substituted for safety or operational reasons.
  - iii) A flight operating with an aircraft has safety-related weight/balance restrictions that limit payload;
  - iv) You are offered accommodations in a section of the aircraft other than specified on your ticket, at no extra charge; or
  - v) Pivot Airlines is able to place you on another flight or flights that are planned to reach your final destination with six (6) hours of the scheduled arrival of your original flight;
  - vi) A passenger who fails to check-in or present themselves at the boarding area within the carrier's check-in deadline and/or boarding time deadline as specified in Check-in Time Limits, will not receive denied boarding compensation, will at the carrier's discretion have their reservations cancelled and will be subject to the terms and conditions associated with the fare on which he or she is travelling.

## 16.2 Request for Volunteers

When a situation of denied boarding due to overbooking occurs, the following will apply:

1. Pivot Airlines will ask for volunteers to relinquish their seats from among the confirmed passengers. The carrier will advise what type of benefits passengers will be entitled to should a passenger voluntarily relinquish his/her seat. This request process will take place at the check-in or boarding areas. Pivot Airlines will continue to make this request of passengers until it obtains enough volunteers to prevent other passengers from being involuntarily denied boarding or until it determines that it does not, despite its best efforts, have enough volunteers.
2. The passenger who voluntarily surrenders his/her seat will receive agreed upon benefits from the carrier. Volunteers will be offered rerouting/refund options over and above the aforementioned benefits.

## 16.3 Boarding Priorities

In the event there are not enough volunteers, the remaining passengers will be denied boarding on an involuntary basis.

Passengers holding confirmed and ticketed reservations will be permitted to board in the order in which they checked in. Special consideration will be given to the following:

- a) Persons with disabilities and any accompanying attendant or service animal.
- b) Passengers travelling for medical purposes.
- c) Passengers traveling due to death or illness of a member of the passenger's family.

## 16.4 Transportation for Passengers Denied Boarding

A passenger has the right to take the flight he or she has purchased. The carrier will present a passenger who has been denied boarding, whether voluntarily or involuntarily, with the following options:

- a) Carry the passenger to the destination named on the ticket, or applicable portion thereof, within a reasonable amount of time, on another of its passenger aircraft or in a different class of service on which space is available, without additional charge, regardless of the class of service in which the passenger was booked or,
- b) Reroute the passenger to the destination named on the ticket, or applicable portion thereof, on its own transportation services within a reasonable amount of time. If the fare for the revised routing or class of service is higher than the fare paid by the passenger, the carrier will require no additional payment from the passenger,
- c) Reroute the passenger to the destination named on the ticket, or applicable portion thereof, on another air carrier's transportation services, including interline or, where possible and necessary, non-interline carriers, within a reasonable amount of time. If the fare for the revised routing or class of service is higher than the fare paid by the passenger, the carrier will require no additional payment from the passenger,
- d) If the passenger chooses to no longer travel as the denied boarding results in the loss of purpose of travel or if the carrier is unable to perform the options stated in (a), (b) or (c) above within a reasonable amount of time, the carrier will transport the passenger to the point of origin named on the ticket and refund the full amount of the ticket in accordance with Refunds, Involuntary Refunds, irrespective if travel has commenced, or subject to passenger's agreement, offer a travel voucher for future travel in the same amount;
- e) Otherwise, should the alternate transportation proposed by the carrier not meet the passenger's satisfaction, the carrier will offer a refund equal to the fare and charge paid. The refund will be made to the purchaser of the ticket(s). The form of refund will be the same form used as payment of the ticket(s). The refund will be based on the total value of the ticket(s). For complete conditions on refunds see Refunds, Involuntary Refunds.
- f) In addition to the above, the carrier will always consider the needs of the passenger on a case by case basis and take into account all known circumstances to avoid or mitigate the damages caused by the schedule irregularity within the carrier's control. Pivot Airlines does not intentionally overbook flights. Should an overbooking situation occur, Pivot Airlines will provide compensation of \$200 CAD Credit Voucher towards another Pivot flight OR \$100 CAD cash in the form of a cheque.

# 17 Refusal to Transport

## 17.1 Removal of Passenger

The carrier will refuse to transport, or will remove any passengers at any point for any of the following reasons:

### 17.1.1 Government Requests, Regulations and Force Majeure

Whenever it is necessary or advisable to:

- a) Comply with any government regulation; or
- b) Comply with any government request for emergency transportation; or
- c) Address force majeure

### 17.1.2 Search of Passenger and Property

When the passenger refuses to permit a search of his person or property for explosives or for concealed, prohibited, deadly or dangerous weapon(s) or article(s).

### 17.1.3 Proof of Identity/Age

When the passenger refuses a request to produce government-issued identification to demonstrate proof of identity.

### 17.1.4 Failure to Comply with the Carrier's Rules and Regulations

When the passenger fails or refuses to comply with rules and regulations of the carrier as stated in this tariff.

### 17.1.5 Passenger's Condition

- a) When the passenger's actions or inactions prove to the carrier that his/her mental, intellectual or physical condition is such as to render him/her incapable of caring for himself/herself without assistance or medical treatment en route unless:
  - i) the passenger is accompanied by a personal attendant who will be responsible for assisting with the passenger's needs en route such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier; and,
  - ii) the passenger complies with requirements Carriage of Persons with Disabilities.
  - iii) Exception: (for transportation to/from and within Canada) the carrier will accept the determination of a person with a disability as to self-reliance as per Carriage of Persons with Disabilities.
  - iv) If the passenger is accompanied by an attendant and the passenger is refused transport, then the attendant will also be refused transport and the two will be removed from the aircraft together.
- b) When the passenger has a contagious disease.
- c) When the passenger has an offensive odour.
- d) When a passenger exhibits behavior described as prohibited conduct (17.2 below)

### 17.1.6 Medical Clearance

When the carrier determines, in good faith and using its reasonable discretion, that a passenger's medical or physical condition involves an unusual hazard or risk to their self or other persons (including, in the case of expectant mothers, unborn children) or property. The carrier can require the passenger to provide a medical certificate that then may be assessed by the carrier's own medical officer as a condition of the passenger's acceptance for subsequent travel. The carrier may refuse transportation to the person posing such hazard or risk.

### 17.1.7 Pregnant Passengers

An expectant mother with a complication-free pregnancy can travel on the carrier's flights up to the 36th week of her pregnancy or up to four weeks before her expected due date without a medical certificate.

An expectant mother who is in or beyond the 36th week of her pregnancy must present a medical certificate, dated within 72 hours of the scheduled time of departure. The certificate must state that the physician has examined the patient and found her to be physically fit for travel by air and the certificate must state the estimated date of birth.

### 17.1.8 Failure to Provide a Suitable Escort

When the passenger requires an escort due to a mental health condition and under care of a psychiatric institution or in the custody of law enforcement personnel or other responsible authority and the necessary arrangements have not been made with the carrier in advanced of the departure of the flight.

## 17.2 Passenger's Conduct – Prohibited Conduct and Sanctions

### 17.2.1 Prohibited Conduct

Without limiting the generality of the preceding provisions, the following constitutes prohibited conduct where it may be necessary, in the reasonable discretion of the carrier, to take action to ensure the physical comfort or safety of the person, other passengers (in the future and present) and/or the carrier's employees; the safety of the aircraft; the unhindered performance of the crew members in their duty onboard the aircraft; or safe and adequate flight operations:

- a) The person, in the reasonable judgement of a responsible employee of the carrier, is under the influence of alcohol or drugs (except a patient under medical care).
- b) The person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent or otherwise disorderly, and, in the reasonable judgement of a responsible employee of the carrier, there is a possibility that the person would cause disruption or serious impairment to the physical comfort or safety of other passengers or carrier's employees, interfere with a crew member in the performance of his/her duties, or otherwise jeopardize safe and adequate flight operations.
- c) The person's conduct involves any hazard or risk to their self or other persons (including travel involving pregnant passengers or unborn children) or to property.
- d) The person fails to observe the instructions of the aircraft crew, including instructions to stop any prohibited conduct.
- e) The person is unable or unwilling to sit in his/her assigned seat with the seat belt fastened.

- f) The person smokes or attempts to smoke in the aircraft.
- g) The person uses or continues to use a cellular phone, a laptop computer or another electronic device onboard the aircraft after being advised to stop such use by a member of the crew.
- h) The person is barefoot.
- i) The person is inappropriately dressed.
- j) The person has a prohibited article or concealed or unconcealed weapon(s). However, the carrier will carry law enforcement or armed forces personnel who meet the qualifications and conditions established under government regulations.
- k) The person has resisted or may reasonably be believed to be capable of resisting escorts.

### 17.2.2 Carrier Response to Prohibited Conduct

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

- a) Removal of the passenger at any point.
- b) **Probation:** At any time, the carrier may stipulate that the passenger is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the carrier to provide transport to the passenger. Such probationary conditions may be imposed for any length of time which, in the exercise of the carrier's reasonable discretion, is necessary to ensure the passenger continues to avoid prohibited conduct.
- c) **Refusal to Transport the Passenger:** The length of this refusal to transport may range from a one-time refusal to a longer period determined at the reasonable discretion of the carrier in light of the circumstances. Such refusal will be for a period appropriate to the nature of the prohibited conduct and until the carrier is satisfied that the passenger no longer constitutes a threat to the safety of other passengers, crew or the aircraft or to the comfort of other passengers or crew; the unhindered performance of the crew members in their duty onboard the aircraft; or safe and adequate flight operations.
- d) The following conduct will automatically result in a refusal to transport, up to a possible lifetime ban:
  - i) The person continues to interfere with the performance of a crew member's duties despite verbal warnings by the crew to stop such behavior.
  - ii) The person injures a crew member or other passenger or subjects a crew member or other passenger to a credible threat of injury.
  - iii) The person displays conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs.
  - iv) The person repeats a prohibited conduct after receiving a notice of probation as mentioned in (b) above.

These remedies are without prejudice to the 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 tariffs, including recourses provided in the carrier's frequent flyer program or the filing of criminal or statutory charges.

### 17.3 Recourse of Passenger Limitations and Liability

- a) The carrier's liability in case of refusal to carry a passenger for a specific flight or removal of a passenger en route for any reason specified in the foregoing paragraphs will be limited to the recovery of the refund value of the unused portion of the passenger's ticket in accordance with Rule 125(B), Involuntary Refunds.
- b) Notwithstanding the foregoing paragraph, passengers and their baggage will be entitled to all other additional rights they may have under this tariff or elsewhere.
- c) A person who is refused carriage for a period of time, up to a lifetime ban, or to whom a probation notice is served may provide to the carrier, in writing, the reasons why he/she believes they no longer poses a threat to the safety or comfort of passengers or crew, or to the safety of the aircraft. Such document may be sent to the address provided in the refusal to carry notice or the notice of probation.
- d) The carrier will respond to the passenger within a reasonable period of time providing carrier's assessment as to whether it remains necessary to continue the ban or maintain the probation period.

### 17.4 Passenger Expenses En Route

The carrier will offer an allowance for passenger expenses en route which may include hotel accommodations, charges for communications, ground transfer services or meals other than those served onboard an aircraft when the passenger's flight is delayed, or when the passenger is not able to immediately travel on a connecting flight at a transfer point.

Expenses are not covered if the passenger is connecting onward with another carrier.

# 18 Tickets

## 18.1 General

- a) A ticket will not be issued and the carrier will not carry the passenger unless the passenger has paid the applicable fare or has complied with all credit arrangements.
- b) Before boarding, the passenger must present the carrier with proof that he/she has been issued a valid ticket for the flight. Such proof must be in the form of an itinerary/receipt, a record locator or reservation number, or boarding pass and the passenger must provide the carrier with positive identification to be entitled to transportation. The ticket will give the passenger the right to transportation only between the points of origin and destination, and on the dates, times and via the routing shown on the ticket.
- c) The ticket remains at all times the property of the carrier which issued the ticket.
- d) The carrier does not permit the passenger to hold more than one confirmed reservation/ticket on the same departure flight/origin and destination for the same travel date.

## 18.2 Validity for Carriage

- a) **General:** When validated, the ticket is good for carriage from the airport of departure to the airport of destination via the route shown on the ticket, for the applicable class of service and is valid for the period of time referred to in 2 below. The passenger will be accepted for carriage on the date and flight segments for which a seat has been reserved. The carrier's agreement to accept a reservation request is subject to the availability of space. The place and date of issue are then indicated on the ticket.
- b) **Period of Validity:** Generally, the period of validity for transportation will be one year from the date of issuance of the original ticket. However, certain fares may have different periods of validity. If this is the case, the specific rules associated with the fare will take precedence.
- c) **Computation of the Ticket Validity:** When computing the ticket validity i.e., the minimum/maximum stays and any other calendar periods set out in the ticket, the first day to be counted will be the day following the date that the ticket was issued.
- d) **Expiration of Validity:** Tickets expire at midnight on the last day of validity based on where the ticket was issued.

## 18.3 Extension of Ticket Validity

- a) **Carrier's Operations:** If a passenger is prevented from travelling within the period of validity of his/her ticket because the carrier:
  - i) Cancels the flight upon which the passenger holds confirmed space;
  - ii) Omits a scheduled stop, provided this is the passenger's place of departure, place of destination, or place of stopover;
  - iii) Fails to operate a flight reasonably according to schedule;
  - iv) Causes the passenger to miss a connection;
  - v) Is unable to provide previously confirmed space.

The carrier will, without collecting any additional fare, extend the validity of the passenger's ticket until the passenger can travel on the first flight of the carrier, in the class of service which the



passenger's fare was paid, and for which space is available. Validity can only be extended up to 30 days.

- b) **Lack of Space:** If the passenger who is in possession of a ticket is prevented from travelling within the period of validity of his/her ticket because the carrier is unable to provide space, the validity of the passenger's ticket will be extended until he/she can be re-accommodated on the first flight which has space available in the same class of service which the passenger had originally paid to travel.
- c) **Medical Reason:** If the passenger is unable to commence travel due to medical reasons, the carrier will extend the period of validity beyond the original validity expiry date for a maximum of three months. A ticket can only be extended once and the extension must be requested within 30 days prior to the expiry date of the original ticket validity. The medical reason must be certified in writing by a physician specifying that the passenger is prevented from commencing his journey before his/her original ticket expires.

## 18.4 Waiver Minimum/Maximum Stay Provisions

### 18.4.1 In the Event of Death of a Family Member Not Accompanying the Passenger

If the passenger holding a special fare ticket returns prior to the expiry of the minimum stay requirement because of the death of an immediate family member not accompanying the passenger, the passenger will be entitled to a refund of the additional amounts paid in order to return early, provided the passenger traveled in the economy cabin. However, no refund will be permitted unless the passenger produces a death certificate confirming that the death of the family member occurred after the commencement of travel.

### 18.4.2 In the Event of a Passenger's Death – Provisions for Accompanying Passengers

#### a) **Extension of Ticket Validity (Beyond 1 Year) for Normal Fares and Waiver of the Maximum Stay Requirements of Special Fares**

The carrier will extend the ticket validity for passengers who are either members of the immediate family of the deceased passenger or are other persons actually accompanying the deceased passenger for up to 45 days beyond the original ticket validity expiry date or 45 days after the date of death of the passenger, whichever date occurs first.

A death certificate or a copy must be presented at the time of re-ticketing.

If the death certificate is not available at the time the passengers are to travel, or, if the carrier has reason to doubt the validity of such certificate, passengers will be accommodated only upon payment of the fare for the transportation used, and a request for refund may be filed with the carrier. Upon receipt of the request for refund and all supporting documents, the carrier will determine the validity of the request and, if valid, will refund the difference between the total fare paid by the passengers and the amount the passengers would have paid under the provision of this rule.

#### b) **Waiver of Minimum Stay Requirements – Special Fares**



In the event of the death of a passenger en route, the minimum stay and group travel requirements with regard to special fares will be waived for passengers who are either members of the immediate family of the deceased passenger or are other persons actually accompanying the deceased person.

Passengers who have had their minimum stay requirement waived will only be accommodated in the class of service originally ticketed.

A death certificate or a copy must be presented at the time of re-ticketing

If the death certificate is not available at the time the passengers are to travel, or, if the carrier has reason to doubt the validity of such certificate, passengers will be accommodated only upon payment of the fare applicable to the transportation used, and a request for refund may be filed with the carrier. Upon receipt of the request for refund and all supporting documents, the carrier will determine the validity of the request and, if valid, will refund the difference between the total fare paid by the passengers and the amount the passengers would have paid under the provision of this rule.

### 18.4.3 Medical Reasons and Illness

#### **a) Ticket Extension**

In the case of Normal fares, if, after the passenger commences travel and is prevented from travelling within the period of validity of the ticket because of illness, the carrier will extend the period of validity of the passenger's ticket until the date when the passenger becomes fit to travel according to a medical certificate. Should space not be available when the passenger becomes fit to travel, the carrier will re-accommodate the passenger on the first flight on which space is available. In all cases, travel will be in the same class of service which the passenger had originally paid to travel from the point where the journey is resumed. However, when the remaining flight coupons of the ticket involve one or more stopovers, the validity of the ticket will not be extended for more than three months from the date shown on the medical certificate. In these circumstances, the carrier will also extend the period of validity of the tickets of persons travelling with the incapacitated passenger.

In the case of Special fare tickets, the carrier will extend the validity of the tickets until the date of the first available flight after the passenger becomes fit to travel according to the medical certificate, but not more than seven days beyond the date when the passenger becomes fit to travel

#### **b) Waiver of the Minimum Stay Requirement for Special Fares**

In the event of illness, there will be no reduction or waiver of the required minimum stay.

## 18.5 Upgrading

- a) Before travel commences, a passenger may upgrade to a fare of higher value to travel to any of the carrier's destinations provided travel is in accordance with below.
- b) Passengers upgrading in accordance with above, may do so provided:
  - i) Ticketing and advance purchase requirements of the new fare have been met; and
  - ii) Travel is via 2746904 Ontario Inc.; and

- iii) Reservations have been booked in the appropriate class of service of the new fare; and
- iv) The difference in fares has been paid.
- c) After departure, the passenger holding a ticket for return, circle trip or open jaw travel may upgrade the total fare in accordance with the rules of the fare paid.
- d) The original fare paid (including all additional charges) will be used as a full credit towards the fare for the upgraded journey (with exception to restricted seat sale/promotional fares).
- e) In the event travel at the new fare is subsequently changed and/or cancelled, the higher fee(s) for either the originally purchased or new fare shall be assessed.
- f) Exception: For travel which has been upgraded to a fare type which has no associated fees, changes may be made without additional charge; however, the cancellation fee from the original fare will be applied to the new upgraded fare.

## 18.6 Coupon Sequence

Flights appearing on the passenger's itinerary receipt and in the carrier's database must be used in sequence from the place of departure as shown on the passenger's ticket. Each flight coupon will be accepted for transportation in the class of service on the date and flight for which space has been reserved.

## 18.7 Open Tickets

If a ticket or a flight coupon is issued without a specific seat on a flight being reserved in the carrier's reservation system, i.e. left open, space may be later reserved subject to the tariff conditions of the purchased fare and provided space is available on the flight requested.

## 18.8 Non-transferability

A ticket is not transferable.

**Note:** The carrier will not be liable to the person named on the ticket if the ticket is either presented for transportation or for a refund by another person. The carrier will refuse transportation to any person other than the person named on the ticket.

## 18.9 Prohibited Practices

The carrier specifically prohibits the practice commonly known as **Hidden City or Point Beyond Ticketing**, the purchase of a fare from a point before the passenger's actual point of origin or to a point beyond the passenger's actual destination. Use of this practice will result in the passenger's reservation being cancelled and the passenger will not be entitled to a refund.

## 18.10 Invalidated Tickets

If the passenger attempts to circumvent any term or condition of sale or the carrier determines that the passenger is making use of any of the prohibited practices specified above, this will cause the passenger's ticket to be invalid and the carrier will have the right to:

- a) Cancel any remaining portion of the passenger's itinerary; and
- b) Refuse to board the passenger or check the passenger's baggage; and/or
- c) Charge the passenger for the true value of the ticket, which shall be no less than the difference between the fare actually paid and the lowest fare for the passenger's actual itinerary

# 19 Limitations of Liability

## 19.1 Successive Carriers

Transportation to be performed under one ticket or under a ticket issued with any conjunction ticket by several successive carriers will be regarded as single operation.

## 19.2 Laws and Provisions Applicable

### 19.2.1 Liability in the case of death or bodily injury of a passenger

- a) The liability of the carrier in respect of the death of, or injury to, a passenger is limited to the sum of \$100,000 CAD.
- b) In no cases 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:
  - i) In the case of any passenger whose age or mental or physical condition, including pregnancy, presents a 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
  - ii) In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

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

The carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked or unchecked baggage as set out in the following paragraphs:

- a) The liability of the carrier is limited to 1,288 Special Drawing Rights or approximately the sum of \$2400 CAD for each passenger in the case of destruction, loss, damage or delay of baggage, whether checked or unchecked. Baggage and contents valued in excess of \$2400 CAD must be self-insured.
- b) If the carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.
- c) You will be reimbursed for reasonable interim out-of-pocket expenses upon submitting your receipts. Claims must be submitted no later than 21 days from the date you baggage was placed at your disposal. (See Delayed or Damaged baggage at [Fly-Pivot.com](http://Fly-Pivot.com))

Unless the passenger proves otherwise:

- a) All baggage checked by the passenger will be considered to be the property of that passenger.
- b) A particular piece of baggage, checked or unchecked, will not be considered to be the property of more than one person.
- c) Unchecked baggage, including personal items, will be considered to be property of the passenger who is in possession of the baggage at the time of embarkation.

- d) The passenger may declare that his/her baggage has a higher value than the carrier's maximum liability, but the passenger must self-insure for that extra value.

Note: this provision is not applicable to a person with a disability's mobility aid.

### 19.2.3 Mobility Aids

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 event that a mobility aid is lost or damaged:

- a) The air carrier will use its best efforts to provide a suitable temporary replacement without charge;
- b) If a damaged aid can be repaired, in addition to (a) above, the air 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;
- c) If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours following the passenger's arrival, the carrier will in addition to (a) above, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

### 19.2.4 Service Animals

Should injury or death of a Service Animal result from the fault or negligence of the carrier, the carrier will undertake to provide, expeditiously and at its own expense, medical care for or replacement of the service animal to a maximum of \$5000 CAD.

## 19.3 Limitations of Liability

Except as any applicable laws may otherwise require:

- a) The carrier is not liable for destruction, loss, damage or delay of unchecked baggage arising out of or in connection with carriage or other supplementary services to carriage performed by the carrier, unless such damage is caused by the negligence of the carrier. Assistance offered to the passenger by the carrier's employees in loading, unloading or transferring unchecked baggage shall be considered as complimentary service to the passenger. The carrier is not liable for damage to such unchecked baggage incurred during, or, as a result of this service, unless such damage is caused by the negligence of the carrier's employees.
- b) The carrier is not liable for any damages directly and solely arising out of its compliance with any laws, government regulations, orders, or requirements or from the failure of the passenger to comply with same or out of any cause beyond the carrier's control.
- c) The carrier is liable for damage sustained in case of destruction or loss of, or of damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the carrier. However, the carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage.

- d) The carrier is not liable for damage to the passenger's baggage caused by contents of the passenger's baggage. Any passenger whose property causes damage to another passenger's baggage or to the property of the carrier will compensate the carrier for all losses and expenses it incurs as a result.
- e) The carrier is not liable for the loss or damage of valuables contained in checked baggage such as money, credit cards, jewelry, electronics (such as cameras), dinnerware, business or legal documents. This list is not exhaustive.
- f) When the carrier has exercised reasonable care and attention to the handling and treatment of perishable items or fragile articles, it shall not be liable for spoilage of perishables, resulting from the delay in delivery of any perishable items, nor for the damage to, or damage caused by, fragile articles, which are unsuitably packed.
- g) The carrier may refuse to accept any articles that do not constitute baggage, but if these articles are delivered to and accepted by the carrier they will be considered to be within the value of the baggage and the carrier's limit of liability.
- h) Liability of the carrier for damage will be limited to events on its own line, except in the case of checked baggage, with respect to successive carriage, in which case, the passenger also has a right of action against the first or last carrier involved in the transportation.
- i) If the carrier issues a ticket or checks baggage for carriage on another carrier, it does so only as an agent.
- j) In the case of unchecked baggage, the carrier is liable only to the extent that the damage resulted from its fault or that of its servants or agents.
- k) In the case of delay of Excess Baggage, the Carrier is liable only to deliver excess baggage to the point of destination listed on the passenger's ticket, unless prior arrangements are made.
- l) Any exclusion or limitation of liability of the carrier under this tariff or under the passenger's ticket will apply to agents, servants or representatives of the carrier who were performing services in furtherance of the contract of carriage and also to any person whose aircraft is used by the carrier and its agents, servants or representatives who are performing services in furtherance of the contract of carriage.
- m) The owner of a pet will be responsible for compliance with all government regulations and restrictions including providing valid health and rabies vaccination certificates when required. The carrier will not be liable for loss or expense due to the passenger's failure to comply with this provision and the carrier will not be responsible if any pet is refused transportation.

## 19.4 Time Limitations on Claims and Actions

- a) No action will be taken against the carrier in case of loss or delay in the delivery of checked and unchecked baggage unless the passenger complains in writing to the carrier within:
  - i) 21 days from the date on which the baggage has been placed at the passenger's disposal (in the case of delay); or,
  - ii) 21 days from the date on which the baggage should have been placed at the passenger's disposal (in the case of loss).
- b) Passenger should inspect their baggage at pickup. Should a passenger discover damage to their baggage they should notify Pivot Airlines personnel within one (1) hour of its arrival, in person at the airport of arrival.

## 19.5 Overriding Law

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

## 19.6 APPR Notice

If you are denied boarding, your flight is cancelled or delayed for at least two hours, or your baggage is lost or damaged, you may be entitled to certain standards of treatment and compensation under the Air Passenger Protections Regulations. For more information about your passenger rights please contact your air carrier or visit the Canadian Transportation Agency's website.

## 19.7 Modifications and Waiver

No agent, servant or representative of the carrier has the authority to alter, modify, or waive any provisions of this tariff.

## 19.8 Gratuitous Transportation

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

## 20 Refunds

### 20.1 General

- a) The passenger must present to the carrier or its authorized agent the unused flight coupons of a ticket, an itinerary/receipt, a record locator, or a reservation number as satisfactory proof that the passenger has unused portions of a ticket which are eligible for refund.
- b) The carrier will make a refund if applicable, only to the person who purchased the ticket.
- c) If, at the time of ticket purchase, the purchaser designates another person to whom the refund shall be made, then the refund will be made to the person so designated. To do so, the passenger must contact the carrier directly.
- d) Acceptance of a refund by the passenger will release the carrier from further liability.
- e) In any instance where refunds are appropriate, the carrier will process requests in a timely manner and refund the fare in the original form of payment. The carrier will process refund requests within 10 business days for credit card purchases and within 40 business days for cash or cheque transactions.

### 20.2 Involuntary Refunds

- a) Involuntary refunds are not subject to any restrictions contained in the applicable fare rule.
- b) The amount of the involuntary refund will be as follows:
  - i) If, due to a schedule irregularity within the carrier's control or denied boarding in accordance with Schedule Irregularities Rule 90 and Denied Boarding Rule 95, the passenger chooses to no longer travel due to loss of purpose of travel or if alternate travel could not be provided within a reasonable time, the carrier will offer a refund equal to the fare and charge paid, irrespective if travel has commenced.
  - ii) If, due to a schedule irregularity within the carrier's control or denied boarding in accordance with Schedule Irregularities Rule 90(C) and Denied Boarding Rule 95, the passenger chooses to no longer travel because the alternate transportation offered does not meet with the passenger's satisfaction, the carrier will offer a refund equal to the fare and charge paid.
  - iii) If, due to a schedule irregularity not within the carrier's control or a refusal to transport in accordance with Schedule Irregularities Rule 90 and Refusal to Transport Rule 105, no portion of a ticket has been used, the amount of refund will be equal to the fare and charges paid; or
  - iv) If, due to a schedule irregularity not within the carrier's control or a refusal to transport in accordance with Schedule Irregularities Rule 90 and Refusal to Transport Rule 105, a portion of the ticket has been used, the amount refunded to the purchaser will be an amount equal to the difference between the fare paid less transportation used.
- c) Involuntary refund of tickets shall be made in the currency used to issue the ticket and in the country where the ticket was purchased, whenever possible. However, Canadian dollar refunds or refunds in the currency of the country where the involuntary refund is necessary may be made at the request of the passenger provided a refund in such currency is not prohibited by local government foreign exchange control regulations.



## 20.3 Voluntary Refunds

- a) Voluntary refunds will be based on the applicable fare at the time of ticket issuance, and the refund will be made in accordance with any restrictions contained in the applicable fare rule.
- b) Voluntary refunds will be made only by the carrier which originally issued the ticket or its authorized agent.
- c) If no portion of a ticket has been used, the refund will be full amount of the fare paid less any cancellation fee and/or service charge.
- d) If a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used, less any cancellation fee and/or service charge.
- e) Voluntary refund of tickets shall be made in the currency used to issue the ticket and in the country where the ticket was purchased, whenever possible. However, Canadian dollar refunds or refunds in the currency of the country where the voluntary refund is requested may be made at the request of the passenger provided a refund in such currency is not prohibited by local government foreign exchange control regulations.
- f) Non-refundable tickets can be exchanged for a future ticket for up to one year from the ticket issue date as long as the reservation is cancelled on or before the first travel date on the ticket.

## 20.4 Time Limit for Requesting a Refund

The passenger has one month after the expiration date of the ticket to request a refund.

## 20.5 Refunds in the Case of Death

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

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

## 20.6 Jury Duty

In the event the passenger is called to jury duty or subpoenaed, a full refund will apply upon presentation of jury summons or subpoena. No other document will be accepted.



## 20.7 Refusal to Refund

The carrier may refuse to refund the passenger's ticket if that ticket is presented for refund after its validity has expired.