

Domestic Tariff

**Rules, Rates, and Charges Applicable to Transportation of
Passengers and Baggage or Goods**

Scheduled Flights

**Island Express Air Inc.
30490 Liberator Avenue
Abbotsford, B.C. V2T 6H5**

604-856-6260

info@islandexpressair.com

Introduction

About Island Express Air

Island Express Air is a locally owned and operated, Abbotsford-based air carrier providing scheduled service to Abbotsford, Vancouver, Victoria, and Nanaimo, and charter service to destinations around B.C., Canada, and the United States.

Vision Statement

Locally owned and operated, Island Express Air aspires to provide scheduled and charter flight services of the highest quality, to advance the frontiers of safety, and to facilitate staff work-life balance and life-long learning and training. Achieving these aims depends on the efforts of owners, managers, and pilots across the company. Whatever our individual roles, and wherever we work within Island Express Air, we owe it to one another, our customers, and partners to uphold certain basic values.

These include:

- Safety first on every flight every day
- Respect for the rights, differences, and dignity of others
- Honesty and integrity in all dealings

The more we embrace these values in our daily lives, the more we create and sustain an environment of trust, cooperation and mutual understanding – and advance our commitment to providing quality flight services safely.

Mission Statement

Island Express Air is dedicated to providing a first class flight experience, safely, on time, and hassle free.

Purpose Statement

This tariff is applicable to the transportation of passengers and their baggage, or goods, using aircraft operated by Island Express Air. 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.

This tariff includes:

- Rules Applicable to All Flights
- Rules Applicable to Domestic Scheduled Flights

The rules appear in sections following the Table of Contents and List of Effective Pages.

Table of Contents

INTRODUCTION	II
ABOUT ISLAND EXPRESS AIR	II
VISION STATEMENT.....	II
MISSION STATEMENT	II
PURPOSE STATEMENT	II
TABLE OF CONTENTS	III
LIST OF EFFECTIVE PAGES	IV
DEFINITIONS	5
RULES APPLICABLE TO ALL FLIGHTS	7
RULE 1: APPLICATION OF TARIFF.....	7
RULE 2: ACCEPTANCE OF CHILDREN FOR TRAVEL.....	7
RULE 3: UNACCOMPANIED MINORS.....	8
RULE 4: CARRIAGE OF PERSONS WITH DISABILITIES	9
RULE 5: REFUSAL TO TRANSPORT.....	12
RULE 6: CARGO.....	14
RULE 7: CURRENCY	15
RULE 8: LIMITATION OF LIABILITY – PASSENGERS	15
RULE 9: LIMITATION OF LIABILITY – BAGGAGE.....	15
RULE 10: LIMITATION OF LIABILITY – CARGO.....	16
RULES APPLICABLE TO SCHEDULED FLIGHTS	17
RULE 11: APPLICATION OF FARES AND CHARGES.....	17
RULE 12: RESERVATIONS.....	17
RULE 13: FLIGHTS REQUIRING A CONFIRMATION	19
RULE 14: ACCESS TO RESERVATIONS	21
RULE 15: DAILY ROUTING & USE OF AIRCRAFT.....	21
RULE 16: CANCELLATION OF RESERVATIONS	22
RULE 17: PASSENGER’S RESPONSIBILITY	22
RULE 18: CHECK-IN PROCEDURES.....	22
RULE 19: BAGGAGE ACCEPTANCE	24

Definitions

In this tariff, all prices expressed with a currency symbol (\$) are in Canadian dollars, and include GST unless specified otherwise.

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

- a) **"Aircraft Repositioning"** means empty or ferry legs used to position an aircraft from base to the origin of a charter flight, or from the termination of a charter flight to its next required point of origin.
- b) **"Baggage"** means luggage or such articles, effects or other personal property of a passenger or passengers as are necessary or appropriate for wear, use, comfort or convenience in connection with the flight. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.
- c) **"Boarding Area"** means the point where the carrier examines the passenger's boarding pass prior to the passenger being permitted on the aircraft. In many cases, this will be the secure area of the airport.
- d) **"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.
- e) **"Cargo"** means items transported on Island Express Air flights that are not accompanied by a passenger.
- f) **"Canada"** means the ten provinces of Canada, the Yukon Territory, the Districts and Islands comprising the Northwest Territories of Canada and Nunavut.
- g) **"Carrier"** means Island Express Air.
- h) **"Checked Baggage"** means baggage the passenger has identified as checked prior to entering the boarding area, and baggage that has been marked with a baggage identification tag.
- i) **"Cut-Off Time"** is the time limit specified by the carrier by which the passenger must be present at the designated boarding area of their flight.
- j) **"Charterer"** means a person, firm, corporation, association, partnership, or other legal entity who contracts for the transportation of passengers and baggage, or goods and/or property from a specified origin to a specified destination, for a particular itinerary, agreed upon in advance.
- k) **"Destination"** means the point to which the passengers or goods to be transported on a flight are bound.
- l) **"Ferry Flight"** or **"Aircraft Repositioning"** means the movement of an aircraft without payload to position the aircraft to perform a flight or upon completion of a flight to position the aircraft to a point required by the carrier.
- m) **"Flight Credit"** means a credit valid for the original dollar amount paid on a reservation that is available for use on future bookings. Flight credits are fully-transferrable between different passengers and are always valid for two years from the original date of travel.

- n) **"Force Majeure"** means any unforeseeable circumstances beyond the carrier's control, the consequences of which could not have been avoided even if all due care had been exercised including, but without limitation, meteorological and geological conditions, acts of God, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, unsettled international conditions, shortage of fuel or facilities, or labour disputes, either actual, threatened or reported.
- o) **"Goods"** means anything that can be transported by air including animals.
- p) **"Live Flight"** means the movement of an aircraft with payload from the point of take-off to the first point of landing thereafter (intermediate technical or fuel stops excepted).
- q) **"Origin"** means the point from which a flight commences with payload to be transported.
- r) **"Passenger"** means a person, other than a member of the air crew who uses the air carrier's domestic service by boarding the air carrier's aircraft pursuant to a valid contract.
- s) **"Transport Canada Restricted Area"** means a secure area of an airport, which can include the movement area of the apron and parts of the passenger terminal.
- t) **"Traffic"** means any passengers or goods that are transported by air.

Rules Applicable to All Flights

Rule 1: Application of Tariff

- 1.1. This tariff is applicable to the transportation of passengers and their baggage or goods using aircraft operated by Island Express Air. It applies for flights:
 - a. Between points in Canada;
 - b. Between points in Canada that involve travel through United States airspace;
 - c. To or from Canada; and,
 - d. To or from points in the United States.

Rule 2: Acceptance of Children for Travel

- 2.1. Infants and children under 12 years of age, accompanied by a passenger of 18 years of age or older, will be accepted for transportation.
- 2.2. Persons entrusted with the care of infants and children must be capable of discharging this duty.
- 2.3. Infants
 - a. Infants under two years of age on the date of travel do not require a seat or ticket. Infants under two years of age on the date of travel shall be declared at the time of the booking.
 - b. Only one infant under the age of two years may be held in the lap of an accompanying passenger 18 years of age or older.
 - c. No single passenger shall be responsible for more than one infant.
 - 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. A birth certificate or other form of proof of age may be required for infants.
- 2.4. Children
 - a. All children, two years of age or older, must be ticketed and assigned a seat.
 - b. All children, 13 years of age or older, will be able to travel unaccompanied without supervision and will be considered to be an adult for fare purposes.
- 2.5. Documentation
 - a. For travel within Canada, passengers under 18 years of age must carry identification such as a passport; an original birth certificate or a non-government ID (e.g., student card). Passengers who appear to be 12 years of age or older will be asked to show identification prior to boarding the aircraft.
 - b. For travel between to or from Canada, all passengers require a valid passport.

- c. In addition to the above, the carrier may require presentation of the following documents when children are accompanied by an adult:
 - i. Documents establishing legal custody;
 - ii. Parental consent letter authorizing travel;
 - iii. Death certificate if one parent is deceased;

Rule 3: Unaccompanied Minors

3.1. General

- a. For purposes of this rule, a “guardian” is any adult/parent having responsibility over the welfare of a minor.
- b. The carrier offers a supervision service called the Unaccompanied Minor Service (“UM Service”) for all minors who have achieved the minimum age. This service is either mandatory or optional, depending upon the age of the minor.

3.2. Age Restrictions

- a. Minors under 2 years of age are not eligible to use the UM Service, and must always be accompanied by a person aged 18 or older when travelling. The accompanying passenger must occupy a seat in the same cabin as the minor.
- b. Minors aged between 2 and 12 years of age may only travel unaccompanied if they are using the UM Service, outlined below.

3.3. Minors from age 12 up to a maximum of 16 years of age can also use the UM Service at the request of their guardian. Please note, however, that if a guardian requests the UM Service for a minor between these ages, all travel restrictions applicable to the UM Service will apply.

3.4. Conditions of Application for Unaccompanied Travel

- a. Arrangements and registration for the UM Service must be made at the time of booking by indicating the travelling passenger is an unaccompanied minor.
- b. The minor must be brought to the airport of departure by a guardian who remains with the minor until the carrier starts providing supervision. The guardian will complete all the required documents which include providing the carrier with satisfactory evidence that the minor will be met by another parent, guardian or other responsible adult. The guardian who will be meeting the unaccompanied minor at the airport of arrival must have photo identification which will allow the carrier personnel to identify this person as the appropriate person designated to meet the minor.
- c. Once the minor is under the carrier’s care, the minor will be provided supervision to the extent practical by the carrier until he/she is met at destination by a guardian who can confirm to carrier personnel by means of photo identification that they are the person(s) designated to meet the minor. There will be times where our flights are operated by one pilot, and the pilot will be the only airline representative on board the aircraft. In these cases, the pilot will provide supervision of the minor to the extent practical commensurate with the safe operation of the aircraft.
- d. A minor with a medical condition or a minor with a disability may not be accepted for travel unaccompanied. Medical clearance may be required for any UM Service to be offered to a minor with a medical condition or a disability.

3.5. Carrier's Limited Responsibility

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

Rule 4: Carriage of Persons with Disabilities

4.1. Acceptance for Carriage

- a. 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 offer to provide a written explanation to the person for the decision to refuse carriage at the time of refusal.

4.2. Acceptance of Declaration of Self-Reliance

- a. 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 carrier employees in meeting the passenger's needs such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered.

4.3. Medical Clearance

- a. 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 will be provided at the request of the passenger. 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).

4.4. Accessible Seating

- a. The carrier will provide the person with a disability with the most accessible seat on the aircraft, consistent with the safe loading of the aircraft and weight and balance considerations. 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 to the extent practical given inherent limitations of the aircraft the carrier operates.

4.5. Acceptance of Aids

- a. The carrier will carry the following mobility aids:
 - i. A wheelchair (except when aircraft design does not permit carriage of the mobility aid);
 - ii. A walker, a cane, crutches or braces;
 - iii. A device to facilitate communication; and/or
 - iv. Any prosthesis or small medical device.
- b. The charge for walkers, strollers, or wheelchairs is \$26.25 each way. These items can be included with the reservation at the time of booking, or paid at the airport.
- c. Where the aircraft design does not permit the carriage of the aid, the carrier will advise the person with a disability of alternate transportation arrangements that the person may make to transport the aid, or to travel with the aid.
- d. Providing the aircraft can carry the aid, the carrier will:
 - i. Disassemble, where necessary, the aid for transportation and assemble the aid upon arrival; and
 - ii. Return the aid promptly upon arrival.
- e. Where the facilities, the tarmac, and the weather conditions permit, the carrier will allow a manually-operated wheelchair to be used to reach:
 - i. The boarding gate; or,
 - ii. The stairs of the aircraft.

4.6. Acceptance of Service Animals

- a. The carrier will accept for transportation, without charge, a Service Animal required to assist a person with a disability provided the animal is properly harnessed and certified in writing, as being trained by a professional service animal institution. The Service Animal will be permitted to accompany the passenger to the aircraft.
- b. Once the passenger is on board the aircraft, the Service Animal must be transported within an airline-approved kennel and will be placed in the closest location either within the aircraft cabin or within a cargo area to the passenger.
- c. Due to Transport Canada regulations, because of aircraft do not have a door or barrier device preventing access to the cabin, live animals, including Service Animals, are not permitted to be transported in the cabin without a means of containment.

4.7. Services to be Provided

a. At time of reservation:

- i. When a person identifies himself/herself as a person with a disability, the carrier will:
1. Describe the type of equipment and services available to accommodate persons with disabilities;
 2. Discuss both the level of accessibility and the limitations of the aircraft, the tarmac, the facilities and the availability of boarding equipment for the available services to accommodate that person's disability-related needs; and
 3. Note, and offer to confirm in writing, services to be provided as soon as possible after the reservation has been made and before the flight.

b. At the time of travel:

- i. Where a request for a service is made in advance of travel, the carrier will make every effort to provide the following:
1. Assistance at check-in;
 2. Assistance to reach the boarding area;
 3. Assistance to board and deplane;
 4. Assistance with baggage;
 5. Assistance to transfer to/from a mobility aid;
 6. Assistance to transfer to/from a passenger seat;
 7. Inquiring, from time to time after check-in, about the needs of a person who is not independently mobile and attending to those needs when the services required are usually provided by the carrier;
 8. Assistance to proceed to the general public area or to a representative of another carrier;
 9. Any additional service to accommodate a person's disability-related needs.

c. When boarding and deplaning:

- i. The carrier will, upon request, board and deplane persons with disabilities using specialized equipment whenever possible. As a last recourse, a person may be carried by hand to enplane and deplane if the following applies:
1. Restrictions inherent to the aircraft or the tarmac prevent the use of any other boarding/deplaning method;
 2. The person agrees to be hand-carried; and
 3. This can be done safely.

- d. Liability of Carrier Respecting Mobility Aids
 - i. Where a carrier has transported a person's mobility aid, and the aid is damaged during flight or is unavailable at destination, as a result of the negligent actions of the carrier, the carrier will:
 - 1. Provide the person with a suitable replacement aid;
 - 2. If the carrier cannot promptly provide a suitable replacement aid, assist the person in finding a suitable temporary replacement; and
 - 3. If a suitable replacement aid is not available within a reasonable amount of time, make every effort to find, with the person, an equitable resolution to the situation.

Rule 5: Refusal to Transport

- 5.1. The carrier will refuse to transport, or will remove any passenger at any point for any of the following reasons:
 - a. Whenever it is necessary or advisable to:
 - i. Comply with any government regulation; or,
 - ii. Comply with any government request for emergency transportation; or,
 - iii. Address force majeure.
 - b. 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).
 - c. When the passenger refuses a request to produce government-issued identification to demonstrate proof of identity.
 - i. Note: The carrier is obliged to screen each passenger by looking at the passenger, and in particular the passenger's entire face, to determine if they appear to be 18 years of age or older.
 - ii. Applicable only to travel within Canada:
 - 1. The carrier is also required to screen each passenger who appears to be 18 years of age or older by comparing the passenger, and in particular the passenger's entire face, against one piece of government-issued photo identification that shows the passenger's name, date of birth and gender; or two pieces (without photo) of government-issued identification at least one of which shows the passenger's name, date of birth, and gender.
 - iii. Applicable only to travel from Canada:
 - 1. The carrier is also required to screen each passenger who appears to be 18 years of age or older by comparing the passenger, and in particular the passenger's entire face, against a valid passport.
 - d. When the passenger is to travel across any international boundary, if:
 - i. The travel documents of the passenger are not in order; or,

- ii. For any reason the passenger's embarkation from, transit through, or entry into any country from, through, or to which the passenger desires transportation would be unlawful or would otherwise not be permitted.
- e. When the passenger fails or refuses to comply with rules and regulations of the carrier as stated in this tariff.
- f. When the passenger becomes verbally abusive or threatening toward an Island Express Air employee, another passenger, or any other person or property.
- g. 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 of the Rule covering Carriage of Persons with Disabilities.
- h. When the passenger has a contagious disease.
- i. When the passenger has an offensive odour.
- j. 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.
 - i. Note: Pregnant passengers:
 1. An expectant mother with a complication-free pregnancy can travel on the carrier's flights up to the 28th week of her pregnancy or up to four weeks before her expected due date without a medical certificate.
 2. An expectant mother who is in or beyond the 28th 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.
- k. 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.

Rule 6: Cargo

6.1. All cargo carried on Island Express Air flights is subject to Air Cargo Security regulations.

6.2. The following rates shall apply for cargo carried on board Island Express Air flights:

- a. Envelope: \$52.50
- b. Small box, up to 25 lbs.: \$78.75 (add \$2.00/lb. above 25 lbs.)
- c. Pet Kennel:

Maximum Dimension	Maximum Weight	Rate
0-18"	25 lbs.	\$78.75
18-24"	35 lbs.	\$99.75
24-34"	60 lbs.	\$120.75

- i. Overweight charges of \$1.50/lb. apply to the rates above.
 - ii. The longest dimension of the pet kennel must be less than 34" due to restrictions imposed by the design of our aircraft.
 - iii. The pet kennel rates above apply to all live animals carried as cargo.
- d. For cargo destined to or departing from Comox, a \$21.00 surcharge will be added to the rates above.

6.3. Booking & Cut-Off Times

- a. For morning flights, cargo must be booked with payment received the night prior to the flight. For afternoon or mid-day flights, cargo must be booked with payment received no later than two hours prior to departure time.
- b. The recommended check-in time for cargo is 60 minutes prior to flight time, and the cut-off is 45 minutes prior to flight time unless prior arrangements have been made.
- c. Persons receiving cargo at our destinations must be at the Island Express Air counter 30 minutes prior to our scheduled arrival time. We are unable to leave cargo unattended at our airports. If the receiver is not present when we arrive, the shipper will be responsible for the fees required to transfer cargo back to its point of departure.

6.4. Changes and Cancellations

- a. All cargo fees are strictly non-refundable. In the event of a change or cancellation, cargo fees may be held as a fully-transferrable credit, valid for two years, toward use for future cargo or to the purchase of a passenger flight.

6.5. Screening Restrictions

- a. Due to Transport Canada regulations, all cargo carried on board our flights must either be sent by a member of the Transport Canada Air Cargo Security program or be able to be x-ray screened by the Canadian Air Transport Security Authority. Items that are unable to be screened via x-ray (such as live animals, large/oversize items, etc.) may only be transported if sent by a member of the Air Cargo Security program.

Rule 7: Currency

- 7.1. Rates and charges are published in the lawful currency of Canada. Payment may be accepted by any or all of the following means:
 - a. Cash in Canadian dollars;
 - b. Credit card;
 - c. Bank or debit card, when payment is received in person at the Abbotsford International Airport; or,
 - d. For charterers who have been approved as account clients, cheque, bank draft, wire transfer, or money order.

Rule 8: Limitation of Liability – Passengers

- 8.1. The liability of the carrier in respect of the death of, or injury to, a passenger is limited to the sum of \$300,000.
- 8.2. 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.
- 8.3. The carrier is not liable:
 - a. In the case of any passenger whose age or mental or physical condition, including pregnancy, is such as to involve an unusual risk or hazard, for any damages sustained by that passenger that would not have been sustained but for his/her age or mental or physical condition; or
 - b. In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

Rule 9: Limitation of Liability – Baggage

- 9.1. 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.
- 9.2. The liability of the carrier is limited to sum of \$500 for each passenger in the case of destruction, loss, damage or delay of baggage, whether checked or unchecked. However, the limit will not apply:
 - a. If it is proved that the damage resulted from an act or omission of the carrier, its servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in case of such act or omission of a servant or agent, it is also proved that such servant or agent was acting within the scope of their employment.
 - 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. If the carrier proves that the damage was caused or contributed to by a situation outside of the carrier's control, including but not limited to handling by CATSA or other

carriers, damage caused by airport baggage systems, and improper packing of fragile items by the passenger.

- 9.3. 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.
- 9.4. No action shall be maintained for any loss, or partial loss of or damage to baggage or for any delay in the carriage thereof unless notice of a claim is presented in writing to the head office of the carrier within 30 days from the date the baggage should have been delivered.
- 9.5. In no cases shall the carrier's liability exceed the actual loss of the passenger. All claims are subject to proof of amount of loss.
- 9.6. Due to weight and balance considerations, carry-on baggage may be placed in a cargo area that is inaccessible to passengers during the flight. Although baggage may be placed in the same area as checked bags, carry-on baggage continues to be treated as such. It remains the property and responsibility of the passenger who is in possession of the baggage at the time of embarkation. Passengers are cautioned to ensure they have the correct bag prior to departing the aircraft.

Rule 10: Limitation of Liability – Cargo

- 10.1. The liability of the carrier in respect of loss of, or damage to, goods, whether caused directly or indirectly by the act, neglect or default of the carrier or not, is limited to the sum of \$2 per pound.

Rules Applicable to Scheduled Flights

Rule 11: Application of Fares and Charges

- 11.1. Applicable fares for scheduled flights are those published on the Island Express Air website.
- 11.2. Subject to government regulations and this tariff, the applicable fare is the fare in effect on the date that the reservation is completed.

Rule 12: Reservations

- 12.1. Online Booking:
 - a. All Island Express Air flights are available to be booked online at www.islandexpressair.com. Flights that appear unavailable for online booking may be set up that way for several reasons, including or not limited to:
 - i. The flight or aircraft that would be performing the flight is full;
 - ii. The flight is not available due to planned routing;
 - iii. There are no passengers booked on the flight within 24 hours prior to flight time; or,
 - iv. The flight is not offered on the particular day or time selected.
 - b. When a flight is not available for online booking, the website will indicate this and will instruct website users to contact Island Express Air for more information.
 - c. Flights may also be booked by phone, subject to Island Express Air employee availability, by calling 1-888-856-6260. General hours of operation are Monday to Friday, 9am to 3pm, although employees may be available to assist with bookings at other times as well. A fee of \$10 plus GST will be added to any bookings completed entirely by phone.
- 12.2. Fare Types, Changes, and Cancellations
 - a. There are two fare types available for all Island Express Air scheduled flights. The fare types result in the same service during the flight. The difference between the fare categories is changes and cancellations made after the time of booking, as further described below. Pricing for Island Express Air flights is published at www.islandexpressair.com.
 - b. The following terms define the change and cancellation policies with respect to **Flexible Tickets**:
 - i. May be changed up to 48hrs prior to flight time for a \$26.25 administration fee (each way). May be cancelled up to 48hrs prior to flight time for a \$36.75 administration fee (each way) and redeemed for a fully transferable flight credit, valid for 2 years. Changes or cancellations less than 48hrs prior to flight time are a \$52.50 administration fee. There are no refunds on Flexible Tickets. No changes or cancellations are permitted after 24hrs prior to flight time.

- c. The following terms define the change and cancellation policies with respect to **Freedom Tickets**:
 - i. Free to change up to 24hrs prior to flight time. May be refunded up to 48hrs prior to flight time, less a \$26.25 administration fee (each way). Changes and cancellations less than 48hrs prior to flight time are non-refundable, but are eligible for a flight credit free of charge. Within 24 hours and up to 4hrs prior to flight time, for a \$26.25 administration fee, cancelled flights can be redeemed for a fully transferable flight credit valid for two years. There are no flight credits for no shows or last minute cancellations made less than 4hrs prior to flight time.
- d. Quick Tickets:
 - i. Quick Tickets are a version of Freedom Tickets that are available to be pre-purchased as a pack of 10. Quick Tickets are sold at a 10-15% discount from our regular Flexible Ticket rates (depending on the method of payment), but offer the change and cancellation benefits of the Freedom Ticket. Quick Tickets can be transferred between passengers and have no expiration date.
 - ii. Flights may be cancelled or changed as many times as needed up to 24 hours before scheduled departure time at no charge. Bookings made under 24 hrs require a late booking fee of \$26.25, changes and cancellations within 24 hours are \$26.25 up until 4 hrs prior to flight time.
 - iii. Tickets will be forfeited for no-shows.
- e. Late Bookings
 - i. Bookings made within 24 hours of flight time are surcharged and are considered final bookings. No changes, cancellations, or refunds are permitted on flights booked within 24 hours of flight time. Passengers booking within 24 hours of the flight time should call 1-888-856-6260 or email info@islandexpressair.com to confirm their flight. Failure to confirm the booking could result in a missed flight.
- f. Change and Cancellation Requests
 - i. For customer protection and for compliance with the Privacy Act, we cannot accept changes or cancellations by phone or voice mail as there is no way to verify the origin of the call. All requests for changes and cancellations can only be done by email at info@islandexpressair.com. If required, credit card payments can be accepted over the phone.
 - ii. Cancellation requests must be made by email; phone calls or voice mails do not constitute a request to cancel a flight.
 - iii. Any applicable flight change or cancellation fees must be paid within 7 days of the date and time of cancellation in order for a flight credit to be issued.
- g. Flight Credits
 - i. Island Express Air may offer passengers flight credits in any number of scenarios, including but not limited to changed/cancelled flights, missed flights, and flights cancelled due to weather. Flight credits are valid once an applicable fee payment is received (in accordance with the sections above).

- ii. All flight credits are valid for two years from the original date of travel. Credits may be transferred between travellers at no charge.
 - iii. Bookings made using flight credits are initiated with an email request to info@islandexpressair.com and will be made by Island Express Air staff.
- h. Flight Delays and Cancellations by Island Express Air
- i. Flights delayed or cancelled due to weather will be replaced with the next available flight or a fully transferable flight credit valid for two years as preferred by the customer. There are no refunds issued for flights cancelled or delayed due to weather.
 - ii. Flights cancelled by Island Express Air for any reason other than weather are eligible for a full refund or a credit for the original flight plus an additional \$50 flight credit that is fully transferable at no charge.

Rule 13: Flights Requiring a Confirmation

13.1. General

- a. Due to the size of our operation, certain flights require passenger confirmation no less than 12 hours prior to flight time.
- b. In many cases, the confirmation is required because the passenger will be the only person travelling. For example, if there is only one passenger flying from Comox to Abbotsford, the aircraft (based in Abbotsford) must travel to Comox empty to pick up the passenger. The passenger's confirmation in advance of flight time is an assurance that the passenger will be at the Comox Airport when the aircraft arrives. By requiring this confirmation, a passenger who in fact has intended not to travel may be afforded a flight credit or refund because we can stop the aircraft before it departs Abbotsford. In the event the aircraft travels to an airport for an unconfirmed passenger, and the passenger fails to present him or herself, no refund or credit would be available.

13.2. Weekend Flights

- a. Exact arrival times, routing, and aircraft types for weekend flights are subject to change depending on weather and passenger volumes. For all weekend flights, passengers are required to confirm their flight by calling 1-888-856-6260, or emailing info@islandexpressair.com no less than 12 hours prior to scheduled departure time.
- b. Confirmations are not required for passengers travelling between Abbotsford, Victoria, and Nanaimo on weekdays.

13.3. Flights To or From Boundary Bay Airport and Comox Airport

- a. Passengers are required to confirm all flights to or from Vancouver's Boundary Bay Airport (YDT/ZBB) and Comox (YQQ). Please email info@islandexpressair.com or call 1-888-856-6260 no less than 12 hours prior to the scheduled departure time to confirm your flight. Confirmations are not required for passengers travelling on weekdays between Abbotsford, Victoria, and Nanaimo.
- b. Please note that flights to and from Vancouver (YVR) arrive and depart Vancouver International Airport's South Terminal. Passengers booked to Boundary Bay Airport wishing to fly to Vancouver Airport may call or email us no less than 12 hours prior to

departure time with the request. When available, for the approximately \$50 fare difference, passengers may be dropped off at YVR instead of ZBB.

- 13.4. Add-on fares are available to airports that are close to our regularly-scheduled destinations: Powell River, Gilles Bay, Qualicum Beach, Langley, and Pitt Meadows service may be arranged by requesting the add-on at the time of booking. If weather and routing allows, the extra stop is \$78.75 due at the time of departure.
- 13.5. Cancellations by Island Express Air
- a. Passengers who book flights requiring a confirmation (i.e., all weekend flights, weekday flights to/from Comox, and weekday flights to/from Boundary Bay) are subject to cancellations by Island Express Air in the event of the following circumstances:
 - i. The passenger fails to email or call Island Express Air to confirm the flight no less than 12 hours prior to flight time; or,
 - ii. Weather or passenger volumes preclude the completion of the flight.
 - b. In the first case (i.e., passenger does not confirm the flight), Island Express Air will make reasonable efforts to contact the passenger within 12 hours prior to flight time. These efforts may include, but are not limited to, calling the phone numbers provided at the time of booking and emailing the email address provided for the passenger at the time of booking. In the event that the passenger's flight is not able to be confirmed, Island Express Air may cancel the flight and offer the passenger a fully-transferrable flight credit, valid for up to two years.
 - c. In the second case (i.e., weather or passenger volumes preclude the completion of the flight), Island Express Air will:
 - i. If the cancellation is due to insufficient passenger volumes, offer the passenger his or her choice of:
 1. Taking the next available flight at no extra charge;
 2. A flight credit, valid for two years and fully transferrable, plus a further \$50 credit for the inconvenience; or,
 3. A full refund.
 - d. If the cancellation is due to extreme weather conditions that would make flight in any of our aircraft unsafe, including but not limited to extreme wind conditions, airport closures, scenarios in which the Transport Canada "approach ban" is in place at airports, the passenger will be offered a fully-transferrable flight credit, valid for up to two years.

Rule 14: Access to Reservations

- 14.1. A passenger's reservation, including details about the reservation, is considered confidential. Except when required by law and/or at the request of an appropriate government agency (i.e., Transport Canada), Island Express Air will not disclose information about a passenger's reservation other than general flight status information.
- 14.2. In order to access information about a reservation and/or to change an existing reservation, the individual must have any two of the following items:
 - a. The first and last name of the passenger;
 - b. The invoice number of the booking;
 - c. The confirmation number generated at the time of the booking;
 - d. The original confirmation email from the booking; or,
 - e. The full credit card number used to make the booking, the amount charged to that card, and the date of the credit card transaction.

An individual that is able to provide any of the two items above shall be considered authorized to receive the passenger's booking information and make changes on behalf of the passenger.

If a passenger does not want a third party to be able to obtain information on or make changes to the passenger's booking, the passenger should not share more than one of the items above with a third party. The passenger may also advise Island Express Air via email or through a comment while booking of the request not to share any of the information associated with the booking with a third party.

- 14.3. If a third party, including a family member, friend, or work colleague, seeks to make a booking on a passenger's behalf, that third party may be asked to provide the carrier with the same personal information that the carrier would normally collect from the passenger directly in order to complete the transaction. Unless and until the carrier is advised otherwise, the carrier considers that such a third party has the passenger's consent and authorization to provide the carrier with the passenger's personal information and make bookings (and changes thereto) on the passenger's behalf.

Rule 15: Daily Routing & Use of Aircraft

- 15.1. Daily routings and aircraft types are subject to change. A routing may be travelled via any or all of the airport destinations that Island Express Air serves on a scheduled basis.
- 15.2. Island Express Air operates a fleet of Piper Warrior, Saratoga, and Navajo aircraft. While we may every ability to accommodate persons with disabilities, accommodation is limited by the physical design of the aircraft flown.
- 15.3. We encourage all passengers to disclose any mobility concerns they have at the time of booking. These notes are used to help determine which aircraft is flown on each route. However, we do not guarantee the use of one aircraft or another in any case.
- 15.4. In the event a passenger is unable to access the aircraft selected for the flight:
 - a. If the passenger indicated a concern with mobility at the time of booking, the passenger will be offered either:

- i. The opportunity to take the next available flight in a large aircraft (if possible), with no additional charge; or,
 - ii. The opportunity to retain the value of the flight as a credit, valid for two years and fully transferrable.
- 15.5. If the passenger did not indicate mobility concerns at the time of booking, the passenger may be offered either of the two options indicated above at the discretion of the carrier.

Rule 16: Cancellation of Reservations

- 16.1. In addition to the provisions in the preceding Rules, 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 below.

Rule 17: Passenger's Responsibility

- 17.1. 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 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.

Rule 18: Check-In Procedures

- 18.1. Electronic Boarding Passes
 - a. For all flights, Island Express Air sends electronic boarding passes to the email address listed as "passenger email address" on the reservation. Boarding passes may be sent up to 1 hour prior to the scheduled departure time of the flight. Third parties making bookings on behalf of a passenger are urged to insert the passenger's email address during the booking process to ensure passengers receive boarding passes in a timely manner.
 - b. Passengers that have received an electronic boarding pass are required to present themselves at the boarding area at a time no later than the cut-off time for the flight. Passengers who arrive at this area later than the cut-off time shall be considered to have missed the flight, and will be entitled to the options described in the "Cut-Off Times" section above.
 - c. Passengers that have not received an electronic boarding pass, or who are not able to present that boarding pass at the airport, are required to complete check-in at the airport.
- 18.2. Check-In and Cut-Off Times:
 - a. For all flights, check-in time is 45 minutes prior to scheduled departure time. This time applies for passengers who have not received an electronic boarding pass, or who are not able to present that boarding pass at the airport.

- b. There is a strict check-in cut-off 30 minutes prior to the scheduled departure time. Passengers who arrive at the airport less than 30 minutes prior to flight time risk missing their flight, particularly if they do not have an electronic boarding pass.
- c. It is normal that there may be no check in agent at the counter at some locations, but crews will arrive prior to boarding or flight time to complete check-in.

18.3. Late Passengers:

- a. At the 30-minute cut-off time, the flight crew will verify the passenger is not at the check-in counter (by means of visual inspection) or at the Boarding Area (by means of visual inspection and an airport paging device). If the passenger is not present, the flight crew will attempt to call the passenger using the cell phone contact provided. If the flight crew is able to get in touch with the passenger, he or she will be afforded two options:
 - i. Request to hold the aircraft: In some cases, we may be able to hold the aircraft up to 10 minutes at the discretion of the crew for an aircraft hold fee of \$78.75. This fee must be paid prior to departure.
 - ii. Take the next available flight (a \$78.75 change fee applies).
- b. In the event:
 - i. The flight crew is not able to get in touch with the passenger;
 - ii. The passenger elects to take the next available flight; or,
 - iii. The passenger's request to hold the aircraft is confirmed via payment, but the passenger still does not arrive 10 minutes after the cut-off time, then:

The provisions below under "Failure to Occupy Seat" shall apply.

- 18.4. Failure to Occupy Seat: The passenger must arrive at the airport with sufficient time to complete check-in, security clearance, and the departure process while meeting the time limits detailed above. 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. If a passenger fails to occupy the reserved space, the carrier will cancel any remaining portion of the reservation unless a different request is received from the passenger or an authorized contact.

18.5. Identification

- a. One piece of government-issued photo identification is required for all passengers who appear to be 12 years of age or older. All guests are encouraged to bring identification. Proof of age is required for infants under two years.

Rule 19: Baggage Acceptance

19.1. Carry-On Baggage

- a. Island Express Air allows 2 pieces of free carry-on baggage per passenger. The baggage must conform to standard carry-on baggage sizes: one bag (maximum dimensions 21.5"x15.5"x9") and one smaller personal item.
- b. The maximum weight of both carry-on items is 30 lbs. Carry-on baggage weighing more than 30 lbs. is billed at \$1.00 for each additional pound, with a minimum charge of \$10.00, paid at the time of check-in.
- c. Please note that the Canadian Air Transport Security Authority restricts items that can be included in carry-on baggage. Please refer to CATSA.CA for information about restricted carry-on items.
- d. In summary:
 - i. Carry-On Baggage Allowance: 2 pieces of free carry-on per passenger. Standard baggage sizes: one bag (maximum dimensions 21.5"x15.5"x9") and one smaller personal item.
 - ii. Maximum weight of both free carry-on items: 30 lbs.
 - iii. Overweight carry-on baggage: \$1.00/lb. above 30 lbs., minimum charge \$10.00 (paid at the time of check-in).

19.2. Checked Baggage

- a. Subject to the sections below, checked baggage service is available on all flights. Checked baggage pre-paid online at the time of booking is charged at \$21.00 per bag, up to 40 lbs. Checked baggage that is not pre-paid is billed \$35.00 at the time of check-in when it is able to be accommodated on the aircraft.
- b. We encourage our passengers to declare their luggage and its weight when booking online to take advantage of lower rates and to be guaranteed that their luggage will be transported on the same flight.
- c. While we will make every effort to accommodate baggage of all shapes, sizes, and weights, we cannot guarantee carriage of all checked baggage, particularly if baggage is overweight or was not included with the booking.
- d. Checked baggage is weighed at the time of check-in. Overweight fees will apply to checked baggage in excess of declared values. There is no specific additional charge for oversize baggage, but overweight fees do apply.
- e. In summary:
 - i. Checked baggage pre-paid online at the time of the booking:
 1. \$21.00/bag, up to a maximum of 40 lbs.
 2. Overweight baggage: \$0.75 per lb. above 40 lbs.
 - ii. Checked baggage paid at the time of check-in:
 1. \$35.00/bag, up to a maximum of 40 lbs.
 2. Overweight baggage: \$1.00 per lb. above 40 lbs., minimum charge \$10.00

19.3. General Conditions of Acceptance of Checked and Unchecked Baggage

- a. The carrier 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:
 - i. Checked Baggage
 1. Checked baggage paid as part of a reservation, or booked at least two hours in advance of flight time, will be charged at a lower rate, and will be guaranteed to be transported provided the baggage is consistent with the reservation. Undeclared baggage, or items that are oversize or overweight without being so declared, will be transported on a space-available basis.
 2. Once the carrier takes possession of the passenger's checked baggage, the carrier will issue a baggage identification tag for each piece of checked baggage.
 3. In general, checked baggage will be carried in the cargo area on the same aircraft as the passenger unless the baggage is delayed or the carrier decides that it is impractical to carry the baggage on the same aircraft. In case of delay, the carrier will take necessary steps to inform the passenger on the status of the baggage and arrange to deliver the baggage to the passenger as soon as practical.
 4. Passengers will not have access to checked baggage until both the passenger and bag are no longer within a Transport Canada Restricted Area.
 - b. Unchecked Baggage (Carry-on baggage)
 - i. Unchecked baggage must be within the carrier's size and weight limits to be taken onboard the aircraft.
 - ii. Unchecked baggage may be carried within the cabin of the aircraft or may be placed in dedicated cargo areas, at the discretion of the Pilot in Command. As we fly small aircraft, there may be safety considerations associated with the placement of carry-on baggage.
 - c. Pets and Live Animals
 - i. Live animals may accompany passengers as carry-on items or as checked baggage.
 - ii. All live animals must be transported in an airline-approved kennel. Animals may not be transported loose within the cabin.
 - iii. When accompanying a passenger as carry-on baggage, passengers shall pay a fee of \$26.25 each way for the live animal at the time of booking. The animal and kennel allowed as a third piece of carry-on baggage, but must confirm to standard carry-on baggage size limitations. The passenger and animal are subject to CATSA screening.
 - iv. When accompany a passenger as a checked item, passengers shall pay a fee based on the size and weight of the kennel, beginning at \$78.75 each way as

shown in the table below. The passenger and animal are both subject to CATSA screening.

Maximum Dimension	Maximum Weight	Rate
0-18"	25 lbs.	\$78.75
18-24"	35 lbs.	\$99.75
24-34"	60 lbs.	\$120.75

1. Overweight charges of \$1.50/lb. apply to the rates above.
2. The longest dimension of the pet kennel must be less than 34" due to restrictions imposed by the design of our aircraft.
3. The pet kennel rates above apply to all live animals carried as cargo.

19.4. Items Unacceptable as Baggage

- a. The following items are examples of items that are unacceptable as baggage and will not be transported by the carrier:
 - i. Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over.
 - ii. 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.
 - iii. Items, which in the carrier's opinion, are unsuitable for carriage because of their weight, size or character, for example, fragile or perishable items.
 - iv. 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 applicable ICAO and IATA regulations.
 - v. 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.
 - vi. The passenger shall not include in the checked baggage fragile or perishable items, money, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, business documents, samples, passports and other identification documents.

19.5. 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 in 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.

19.6. Right of Search

- a. 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 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.