

Northwestern Air



Lease Ltd.

Domestic Tariff

2015

Issued October 08, 2015

Effective October 2, 2020

CONTENT OF TARIFF

Every tariff should include a tariff number, title page, index, definitions, issue date, effective date, name of issuing party and consecutive page numbers. Further, as identified in subparagraph 107(1)(n) of the *Air Transportation Regulations* (ATR), it should also clearly state the air carrier's policy in respect of, at least, the following matters:

- acceptance of children
- carriage of persons with disabilities
- compensation for denial of boarding as a result of overbooking
- exclusions from liability respecting passengers and goods
- failure to operate the service or failure to operate on schedule
- passenger re-routing
- limits of liability respecting passengers and goods
- method of calculation of charges not specifically set out in the tariff
- refunds for services purchased but not used, whether in whole or in part, either as a result of the client's unwillingness or inability to continue or the air carrier's inability to provide the service for any reason
- procedures to be followed, and time limitations, respecting claims
- refusal to transport passengers or goods
- ticket reservation, cancellation, confirmation, validity and loss

NOTE: Other provisions pertaining to tariffs are included in both the *Canada Transportation Act* (CTA) and the *Air Transportation Regulations*.

REQUIREMENTS

In accordance with the provisions of the CTA, the holder of a domestic licence shall:

Display: in a prominent place at the business offices of the licensee a sign indicating that the tariffs for the domestic service offered by the licensee, including the terms and conditions of carriage, are available for public inspection at the business offices of the licensee, and allow the public to make such inspections.

Apply: any fare, rate, charge or term or condition of carriage applicable to the domestic service it offers which is set out in a tariff that has been published or displayed and is in effect.

Publish: the terms and conditions of carriage on any Internet site used by the licensee for selling the domestic service offered by the licensee.

Retain: a record of its tariffs for a period of not less than three years after the tariff has ceased to have effect.

PURPOSE OF A TARIFF

The term "Tariff" is defined in the CTA as:

“A schedule of fares, rates, charges and terms and conditions of carriage applicable to the provision of an air service and other incidental services”.

Tariffs should outline the terms and conditions under which the carrier operates its business as it relates to the transportation of passengers, baggage or goods. Although most carriers will have similar tariffs, each carrier should ensure that its tariff is applicable to and meets the needs of its own operation and is in accordance with the provisions of the CTA and the ATR.

The purpose of a tariff is to protect both the carrier and the consumer against unexpected demands or conditions imposed upon it by the other party due to misunderstanding. It functions as the contract of carriage between the passenger and the carrier.

NORTHWESTERN AIR LEASE LTD.

DOMESTIC TARIFF

Provisions for aircraft WITH UP TO 19 PASSENGER SEATS

RULES, RATES AND CHARGES APPLICABLE TO
TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS
BETWEEN POINTS IN CANADA

ISSUED BY:

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 NORTHWESTERN AIR LEASE LTD.
CHECK SHEET

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

Page	Number	Page	Number
<u>Number</u>	<u>of Revision</u>	<u>Number</u>	<u>of Revision</u>
1	Original	11	Original
2	..	12	..
3	..	13	..
4	..	14	..
5	#5	15	..
6	..	16	..
7	..	17	..
8	..	18	#5
9	..	19	#2
10	..	20	#4
		21	#3

NORTHWESTERN AIR LEASE LTD.

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

CTA.....Canadian Transportation Agency

Cont'd.....Continued

No.....Number

\$.....Dollar(s)

[R].....Denotes reductions

[A].....Denotes increases

[C].....Denotes changes which result in neither increases or reductions

[X].....Denotes cancellation

[N].....Denotes addition

CAD.....Canadian Dollar

N/A.....Not Applicable

NWAL.....Northwestern Air Lease Ltd.

RULE 1. DEFINITIONS

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

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

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

"Carrier" means Northwestern Air Lease Ltd or NWAL.

"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).

"Charterer" means a person, firm, corporation, association, partnership, or other legal entity who contracts for the transportation of passengers and baggage, or goods and/or property from a specified origin to a specified destination, for a particular itinerary, agreed upon in advance.

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

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

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

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

"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.

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

RULE 2. APPLICATION OF TARIFF

- (1) This tariff is applicable to the transportation of passengers and their baggage or goods using aircraft operated by Northwestern Air Lease Ltd.
- (2) Charter service will be furnished under the terms of this tariff only after an appropriate written charter agreement, in the form prescribed by the carrier, is executed by the charterer and the carrier.
- (3) Charter transportation originating in Canada shall be subject to the rules, rates and charges published or referred to in this tariff in effect, by virtue of the effective date of each page, on the date of signing of the charter agreement.
- (4) The contents of this tariff form part of the charter contract between the carrier and the charterer and in the event of any conflict between this tariff and the charter contract this tariff shall prevail unless departure from the tariff has been authorized by the CTA(A).

RULE 3. CURRENCY

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

RULE 4. MILEAGE DETERMINATION

For the purpose of computing rates and charges herein, the mileage to be used, including both live and ferry (if any) mileage, will be the shortest mileage covering the actual airport to airport great circle distance of the agreed flight or flights, using the following sources in the order listed below:

- (1) Air Distance Manual, published jointly by International Air Transport Association and International Aeradio Limited.
- (2) IATA Mileage Manual, published by the International Air Transport Association.
- (3) And/or a combination thereof.
- (4) Calculations using latitude and longitude of the flight origin and termination points entered into a spreadsheet software using formulas designed to calculate great circle distance between points.

RULE 5. COMPUTATION OF CHARGES

The total price payable by the party contracting for the use of an aircraft shall be the following:

- (1) An amount determined by multiplying the distance travelled by the aircraft determined in accordance with Rule 4 herein, times the applicable air transportation rate per mile, shown in Table "B", or, where distances cannot be measured, the rate per hour or fraction thereof of the flight(s), times the applicable rate per hour shown in Table "B", provided that the charge for the flight shall not be lower than the minimum charge per flight shown in Table "B".
- (2) An amount obtained by multiplying the distance of the ferry flight(s), if any, determined in accordance with Rule 4 herein times the applicable ferry rate per mile shown in Table "B", or, where distances cannot be measured, times the applicable ferry rate per hour shown in Table "B", provided that the charge per ferry flight shall not be lower than the minimum charge indicated in Table "B", or
- (3) Fuel surcharges as set forth in the Table of Charges calculated by the same formula as charter and ferry charges according to Rule 5(1) and (2) above.
- (4) Layover charges, if any, as set forth in the Table of Charges will be assessed by the carrier for holding the chartered aircraft at the request of the charterer at any point on the charter route in excess of the free waiting time.
- (5) Due to the inability to foresee actual cost, the following charges will be established at the time that the contract is signed:
 - (a) Loading/unloading of the aircraft.
 - (b) Charges for goods carried outside the aircraft.
 - (c) All charges or expenses incurred by the carrier to cover the cost of accommodation, meals and ground transportation for the air crew whenever the nature of the service to be provided requires said air crew to live away from the place at which it is normally based.
 - (d) Charges for storage.
 - (e) The actual cost of all passenger and/or goods handling charges incurred by the carrier at an airport other than the carrier's base.
 - (f) The actual cost of any special or accessorial services performed or provided on request.

- (6) Layover charges, if any, as set forth in the Table of Charges will be assessed by the carrier for holding the chartered aircraft at the request of the charterer at any point on the charter route in excess of the free waiting time.
- (7) Taxiing charges, if any, for the time required transporting passenger and baggage or goods of a charterer by taxiing from point to point on a supporting surface calculated by multiplying the time required by the charter rate per hour shown in the Table of Charges.
- (9) Valuation charges, if any, in accordance with Rule 11 and Rule 12.

RULE 6. CONDITIONS OF CARRIAGE

- (1) Space and weight limitations

Passengers and baggage or goods will be carried within space and weight limitations of the aircraft.

- (2) Medical clearance

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

- (3) Transportation of a person with a disability

“Person with a Disability” includes any person who, by virtue of a locomotor, sensory, intellectual, or other impairment, requires services or assistance beyond those normally offered by the carrier.

“Self-reliant” means that 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" means 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.

RULE 7. CARRIAGE OF PERSONS WITH DISABILITIES

(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 the event of a refusal, the carrier will offer to provide a written explanation to the person for the decision to refuse carriage within 10 calendar days of the refusal.

(2) Acceptance of Declaration of Self-reliance

Except for safety-related matters governed by Transport Canada, the carrier will accept the determination made by or on behalf of a person with a disability that the person is self-reliant and does not require services of a personal nature during a flight, such as assistance with eating, personal hygiene, using washroom facilities or taking medication.

(3) Acceptance of Mobility Aids

(i) The carrier will carry as priority baggage, in the cabin where possible, the following mobility aids:

- (a) a wheelchair (except when aircraft design does not permit carriage of the mobility aid);
- (b) a walker, a cane, crutches or braces;
- (c) a device to facilitate communication; and/or
- (d) any prosthesis or small medical device.

Where possible, the carrier will allow persons with disabilities to retain any items outlined in b), c), or d) at their seat.

(ii) 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.

(iii) Providing the aircraft can carry the aid, the carrier will:

- (a) disassemble and package, where necessary, the aid for transportation and assemble the aid upon arrival; and
- (b) return the aid promptly upon arrival.

(iv) Where the facilities, the tarmac, and the weather conditions permit, the carrier will allow a manually-operated wheelchair to be used to reach:

- (a) the boarding gate;
- (b) the stairs of the aircraft; or

(c) the door of the aircraft (for aircraft accessible via a boarding system).

(4) Acceptance of Service Animals

The carrier will accept for transportation, 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 carrier will permit the service animal to accompany the person with a disability on-board and to remain on the floor at the passenger's seat or, where there is insufficient floor space at the passenger's seat, to remain on the floor in an area where the person can still exercise control over the animal. The carrier will avoid separating persons with disabilities from their service animal.

(5) Accessible Seating

The carrier will provide the person with a disability with the most accessible seat on the aircraft. The carrier will consult the person to determine which seat is the most accessible to meet specific disability-related needs.

(6) Services to be provided

At time of reservation

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

- (i) describe the type of equipment and services available to accommodate persons with disabilities;
- (ii) 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
- (iii) 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.

At the time of travel

- (i) Where a request for a service is made in advance of travel, the assistance provided by the carrier will include:
 - (a) assistance at check-in;
 - (b) assistance to reach the boarding area;
 - (c) assistance to board and deplane;
 - (d) assistance with baggage;
 - (e) assistance to transfer to/from a mobility aid;
 - (f) assistance to transfer to/from a passenger seat;

- (g) 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;
 - (h) limited assistance with beverages and snacks – such as opening packages and identifying items;
 - (i) assistance to proceed to the general public area or to a representative of another carrier;
 - (j) any additional service to accommodate a person's disability-related needs.
- (ii) If the request for these services is not made in advance of travel, the carrier will make every effort to provide the service.

When boarding and deplaning

The carrier will board and de-plane 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.
- (7) Liability of Carrier Respecting Mobility Aids

When a carrier has transported a person's mobility aid, and the aid is damaged during flight or is unavailable at destination, the carrier will:

- a) Provide the person with a suitable replacement aid;
 - b) If the carrier cannot promptly provide a suitable replacement aid, assist the person in finding a suitable temporary replacement; and
 - c) 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.
- (8) Capacity limitations

The charterer will be charged for the complete capacity of the aircraft, regardless of the space to be utilized, provided that any space not utilized by the charterer may, with the written concurrence of the charterer and the approval of the CTA(A) be used by the carrier for the transportation of the carrier's own personnel or cargo or for employees of another air carrier travelling pursuant to a pass interchange agreement.

(9) Schedules/delays

The carrier shall use its best efforts to carry the passengers and baggage with reasonable dispatch. Times shown in charter contracts, passenger tickets, or elsewhere are not guaranteed and form no part of the charter contract. Flight times are subject to change without notice.

(10) Acceptance of children

- (i) Children under 12 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least 12 years of age.
- (ii) Ages 8 to 11 inclusive will be carried unaccompanied on flights providing: the child is brought to the airport by a parent or responsible adult; the child has satisfactory evidence establishing his/her age on the date of commencement of carriage; the child possesses written information showing the name and address of the responsible adult meeting the child at destination; and prior to releasing custody of an unaccompanied child, the agent will obtain positive identification of the responsible party meeting the child and the signature of the said party.
- (iii) The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

RULE 8. ACCEPTANCE OF BAGGAGE OR GOODS

- (1) All baggage or goods presented for transportation is/are subject to inspection by the carrier.
- (2) Articles of baggage or goods will not be carried when such articles are likely to endanger the aircraft, persons or property, are likely to be damaged by air carriage, are unsuitably packed, or the carriage of which would violate any applicable Canadian laws, regulations, or orders.
- (3) If the weight, size or character of baggage or goods renders such baggage or goods unsuitable for carriage on the aircraft, the carrier, prior to departure of the flight, will refuse to carry such baggage or goods or any part thereof. The following articles will be carried only with prior consent of the carrier:
 - (a) Firearms of any description. Firearms for sport purposes will be carried as baggage provided the passenger possesses the required permit/licence and, provided that such firearms are disassembled or packed in a suitable case. The provisions of this subparagraph do not apply to Peace Officers' prescribed side arms or other similar weapons.
 - (b) Explosives, munitions, corrosives and articles which easily ignite.

- (c) (*) Pets including, dogs, cats and birds, when properly crated in leak-proof containers and accompanied by valid health certificates or other documents where these are required. Such pets and animals may be carried in the cargo compartment of the aircraft.
(*) Not applicable to service animals.
- (4) Photo-flash bulbs when appropriately marked and contained in the original package of the manufacturer.

RULE 9. REFUNDS

- (1) Application for refund shall be made to the carrier or its duly authorized Agent.
- (2) If a portion of the agreed transportation has been completed, refund will be the difference between the fare, rate or charge paid and the fare, rate or charge applicable to that portion of the agreed transportation completed, less any applicable cancellation charges, as specified in this tariff.

RULE 10. LIMITATION OF LIABILITY – PASSENGERS

- (1) The liability of the carrier in respect of the death of, or injury to, a passenger is limited to the sum of \$50,000 Canadian Dollars.
- (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.
- (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 11. LIMITATION OF CARRIER RESPECTING BAGGAGE

- (1) (*) Subject to subsection (2), the liability of the carrier in respect of loss, or damage to, baggage, whether caused directly or indirectly by the act, neglect or default of the carrier or not, is limited to the sum of \$200.00 per passenger.
(*) Not applicable to mobility aids - see Rule 7 (7).
- (2) The liability of the carrier is limited to the declared value of baggage except when the passenger:
 - (a) has declared the value of the baggage to be an amount exceeding \$200.00 per passenger for any one or more passengers; and
 - (b) has paid an additional charge of:
 - (i) 2% of the declared value
 - (ii) Anything with a value over \$5000.00 will not be insured
- (3) The carrier shall not be responsible for loss or theft of items of excessive value including but not limited to:
 - a) Jewellery
 - b) Electronics
 - c) Cameras
 - d) Currency
- (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.
- (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.

RULE 12. LIABILITY OF CARRIER RESPECTING GOODS

- (1) Subject to subsection (2) 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 \$0.50 per kg up to a maximum of \$5000.00
- (2) Liability of the carrier is limited to the declared value of goods up to a maximum of \$5000.00 for all freight senders.
- (3) NWAL will insure the transport of fragile, perishable, electronic and other special goods for the levy of \$10.00 per \$100.00 (10%) of the declared value.

RULE 13. SUBSTITUTION OF AIRCRAFT (*note 1*)

- (1) When, due to causes beyond the control of the carrier, the aircraft contracted for is unavailable at the time the air transportation commences or becomes unavailable while carrying out such transportation the carrier may furnish another aircraft of the same type or, with the consent of the party contracting for the use of the aircraft, substitute any other type of aircraft if the rates and charges for the new aircraft are the same as for the original aircraft, except as provided in paragraphs (2) and (3).

For explanation of abbreviations, reference marks and symbols, see Page 4.

- (2) When the substituted aircraft is capable of a larger payload than the original aircraft contracted, the payload carried in the substituted aircraft will not be greater than the payload which would have been available in the aircraft originally contracted, unless the party contracting for the use of the aircraft agrees to pay the rates and charges applicable to the substituted aircraft.
- (3) When the maximum payload of the substituted aircraft is smaller than the maximum payload of the original aircraft contracted, charges will be based on the rates and charges applicable to the type of substituted aircraft.

Note 1. Applicable when the contract entails the use of the full capacity of the aircraft in question.

RULE 14. PAYMENT REQUIREMENTS

- (1) Payments for a contracted flight made to any person to whom the carrier, directly or indirectly, has paid a commission or has agreed to pay a commission with respect to such flight, shall be considered payment to the carrier.
- (2) Payment for tickets on scheduled point-to-point flights shall be made at the time of booking. For customers holding an account in good standing with NWAL, that account will be considered payment and bookings made on that account will be invoiced. Methods of payments accepted are cash, debit, certified cheque, Visa, MasterCard and American Express.
- (3) Charter flights must be paid for prior to departure unless the customer holds an account in good standing with NWAL. When payment cannot be made prior to departure (i.e. customer requiring service at a remote location) the charter customer may make acceptable arrangements for payment to be made after services are rendered. Charter flights for customers who hold an account in good standing will be invoiced and payment will be due as per the terms of the account agreement.

RULE 15. CANCELLATION CHARGES

- (1) A fee of \$100.00 + GST shall be charged against any ticket (eligible for cancellation). A change fee of \$50.00 + GST will be charged against any ticket at the time of change when such change is requested by the passenger.
- (2) If the original ticket purchase, was made at our best rates, or lower rate, the rebooking of a flight may require the purchase of a full fare ticket.
- (3) If a passenger cancels a flight, they will be offered a credit towards a future flight.
- (4) When no cancellation or change has been initiated by the customer, and the customer has not checked in for the flight; the ticket and all paid amounts will be surrendered to the company and may not be used on future travel. This is considered a “No Show”
- (5) A fee of \$500.00 + GST shall be charged against any charter that is cancelled with less than 12 hours’ notice prior to the agreed upon departure time.
- (6) A ticket that is changed within 2 hours since the original booking time will not be charged a change fee of \$50.00 +GST.

RULE 16. TICKETS

- (1) The carrier has a ticketless system where the travelling passengers are issued an electronic itinerary.
 - a. For the purpose of following rules, the term “ticket” means both paper itineraries and/or the ticketless equivalent.
- (2) The carrier does not issue tickets for charter flights. Subject to the contract between the carrier and the charterer, prior to the flight, the charterer will provide a list of all the passengers’ names to the carrier.

General:

- a) No person shall be entitled to transportation except upon presentation of a travel itinerary, whether being paper or a locator number and ID.
- b) Tickets are not transferrable and when the passenger no-shows for their flight, the full amount will be forfeit and no refund will be issued.

RULE 17. PASSENGER RE-ROUTING

In addition to Rule 16 subsection 2 c), the carrier is not liable to any passenger when he/she misses his/her flight. In these instances, no other flight alternative is offered by the carrier to the passenger.

RULE 18. DENIED BOARDING COMPENSATION

The carrier does not overbook flights, therefore, no denied boarding compensation is offered to the passenger. The only case where a passenger will be put on the next flight is that of company standby travel. The Pilot-in-Command will make the final determination with regards to unruly passengers and safety of flight crew and passengers whenever the situation requires.