

LOCAL PASSENGER AND GOODS TARIFF
CONTAINING
RULES, FARES, RATES AND CHARGES
APPLICABLE TO
THE TRANSPORTATION OF PASSENGER, BAGGAGE AND CARGO
BETWEEN
THE POINTS IN CANADA NAMED HEREIN

For explanations of abbreviations and symbols see page 2

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EXPLANATIONS OF ABBREVIATIONS

a.m.	Ante-Meridian
NTA	National Transportation Agency
CAD	Canadian Dollars
Co.:	Company
Gen.	General
Ltd.:	Denotes Limited
Min.	Minimum
OW	One Way
SCR	Special Commodity Rate
PTA	Prepaid Ticket Advice
RT	Return

EXPLANATIONS OF SYMBOLS

	Change
(X)	Cancellation
kg	Kilo(s)
%:	Percent
\$:	Dollars
¢:	Cents

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LIST OF AIRPORTS USED SERVING POINTS NAMED HEREIN

<u>Name of Point</u>	<u>Province</u>	<u>Airport</u>
Akulivik	Quebec	Akulivik
Aupaluk	Quebec	Aupaluk
Cape Dorset	NWT	Cape Dorset
Inukjuak	Quebec	Inukjuak
Ivujivik	Quebec	Ivujivik
Kangiqsualujjuaq	Quebec	Kangiqsualujjuaq
Kangiqsujuaq	Quebec	Kangiqsujuaq
Kangirsuk	Quebec	Kangirsuk
Kuujjuaq	Quebec	Kuujjuaq
Kuujjuaraapik	Quebec	Kuujjuaraapik
La Grande 2	Quebec	La Grande 2
La Romaine	Quebec	La Romaine
Montreal	Quebec	Pierre Eliot Trudeau
Natashquan	Quebec	Natashquan
Puvirnituaq	Quebec	Puvirnituaq
Quaqtaq	Quebec	Quaqtaq
Quebec	Quebec	Jean Lesage
Salluit	Quebec	Salluit
Sanikiluaq	Nunavut	Sanikiluaq
Schefferville	Quebec	Schefferville
Sept Iles	Quebec	Sept Iles
Tasiujaq	Quebec	Tasiujaq
Umiujaq	Quebec	Umiujaq
Wabush	Labrador/NFLD	Wabush

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Section 1

PASSENGER RULES, FARES AND CHARGES

1. DEFINITIONS

In Section 1 of this Tariff,

- (C) a) "airport" includes any landing area or dock used to enplane or deplane passengers and baggage;
- b) "animals", in addition to the usual connotation, includes reptiles, birds, poultry and fish;
- (N) c) "applicable adult fare" means the fare which would be applicable to an adult for the transportation to be used except those special fares which are applicable due the adult's status, (such as Senior Citizen fare, Ilaujuq fare etc...)
- (N) d) "applicable full fare" means the Full Adult Fare for the class of service used by the passenger.
- e) "carrier" means Air Inuit Limited;
- f) "connection point" means a point to which a passenger holds or held confirmed space on a flight and out of which the passenger holds or held confirmed space on a flight;
- g) "misconnection" occurs at a connection point when a passenger holding confirmed space is or will be unable to use the accommodation out of the connecting point because the carrier was unable to deliver him to the connection point in time to connect with the other flight, due to late arrival of his flight at the connecting point, or cancellation of his flight at point of origin or en route;
- h) "outbound flight" means the flight on which a passenger originally held confirmed space beyond the point where the schedule irregularity or failure to carry or misconnection occurs;
- (N) i) "prepaid ticket advice (PTA)" means the notification by fax, electronic means or by mail that a person in one city/community has requested the issuance of prepaid transportation to another person(s) in another city/community. The use of a PTA permits the issuance of a ticket at a point other than the point of payment.
- j) "reroute" means to issue a new ticket covering transportation to the same destination as, but via a different routing than, that designated on the ticket, or portion thereof, then held by the passenger, or to honor the ticket, or portion thereof, then held by the passenger for transportation to the same destination as, but via a different routing than, that designated thereon;

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1. DEFINITIONS (Continued)

- k) "round trip" means any trip, the ultimate destination of which is the point of origin, and which is made in both directions; and
- l) "stopover" means a deliberate interruption of a journey by the passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination.

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2. APPLICATION OF RULES

- a) Rules in this tariff govern the application of all fares and charges published in this tariff. These rules constitute the conditions upon which the carrier transports or agrees to transport and are expressly agreed to by the passenger to the same extent as if such rules were included as conditions in the contract of carriage.
- b) Transportation is subject to the rules in effect on the date on which such transportation commences at the point of origin on the ticket.

3. RESPONSIBILITY OF CARRIER

- a) The carrier will be responsible for the furnishing of transportation only over its own lines. When the carrier undertakes to issue a ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier (whether or not such transportation is part of a through service), the carrier will act only as agent for such other carrier and will assume no responsibility for the acts or omissions of such other carrier.
- b) No agent, servant or representatives of carrier has authority to alter, modify or waive any provisions of the contract of carriage or of this tariff.

4. GROUND TRANSPORTATION

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. Ground transportation to and from any such airport is provided only by independent operators, who are not agents or servants of the carrier, and at the passenger's expense.

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5. TRANSPORT OF PASSENGERS WITH DISABILITIES

(C) Except as provided in Rule 18 (Fares for Passengers on Stretchers) and Rule 18 B (Fares for Incubators)

a) **Definitions**

Fare paying passengers shall be considered disabled when their physical, medical or mental condition requires individual attention on enplaning, deplaning, during flight, in an emergency evacuation or during ground handling which is normally not extended to other passengers.

- (1) **Ambulatory** a person who is able to move about within an aircraft unassisted.
- (2) **Non-Ambulatory** a person who is not able to move about within the aircraft unassisted.
- (3) **Self-Reliant** a person who is independent, self sufficient and capable of taking care of all his/her physical needs during flight, during an emergency evacuation or decompression. He/she requires no special or unusual attention beyond that afforded to the general public, except that he/she may require assistance in boarding or deplaning.
- (4) **Non-Self-Reliant** a person who is not Self-Reliant as defined above.
- (5) **Determination of Self-Reliance** the Carrier will accept the determination of a person with a disability as to his/her self-reliance.
- (6) **Attendant** means a person who travels with a person with a disability to provide a service related to a disability that is not usually provided by The Carrier staff.
- (7) **Wheelchair-Bound Athlete** a non-ambulatory person with upper body and arm development such as to make him/her physically capable of leaving an aircraft in an emergency with minimal assistance , and who is a member of a bona-fide sports association.

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- (8) **Random Seating** the assignment of any passenger seat on the main deck of an aircraft except a seat in a row of seats at an emergency exit.
- (9) **Service Animal** means an animal required by a person with a disability for assistance and certified, in writing, as having been trained to assist a person with a disability by a professional service animal institution.

b) **Acceptance of Persons with Disabilities**

- (1) The Carrier will accept for carriage any passenger whose mental or physical condition is such as to render him/her incapable of caring for himself/herself without assistance, provided:
 - (a) he/she is accompanied by an attendant who will be responsible for the passenger en route, and
 - (b) with the care of such attendant , he/she will not require attention or assistance beyond that usually provided by The Carrier’s employees.
- (2) Persons with disabilities will be accepted for transportation as outlined in the following

(C)

Disability	Attendant Required	Maximum No. per Flight
Blind	no	no limit
Deaf	no	no limit
Blind and Deaf	yes	no limit
Person with a mental/ intellectual disability/self reliant	no	no limit
Person with a mental/ intellectual disability/non-self reliant	yes	no limit
Ambulatory	no	no limit
Non-self-reliant	yes	no limit
Non-ambulatory/non-self-reliant	see chart below	

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Aircraft	Random Seating with Attendant	Maximum of WCHC (note 1) with Attendant
HS-748	2	2
DHC-6	1	1

Note 1: WCHC is a passenger who is completely immobile and who requires a wheelchair to/from the aircraft and must be carried up/down steps and to/from cabin seat. These passengers must be accompanied by an attendant.

Note 2: The number of persons with disabilities and the number of attendants required may be altered by The Carrier in the case of handicapped athletes attending their sporting events.

(3) 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).

c) Seating Restrictions:

Persons with disabilities will not be permitted to occupy seats in designated emergency exit rows, or over-wing emergency exit rows.

d) Reservations:

(C) Reservations should be made at least 24 hours in advance of travel, advising The Carrier as to the nature of the disability and assistance required so that carrier arrangements can be made. The Carrier will make every effort to accommodate passengers who fail to make reservations 24 hours in advance.

e) Fares for Persons with Disabilities/Accompanying Attendants:

- (1) An attendant accompanying any passenger with a disability will be assessed the applicable fare over the sectors traveled.
- (2) Passengers with disabilities may travel via any fare type offered, subject to the governing rule for the fare type being used.

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f) **Acceptance of Mobility Aids:**

- (1) In addition to the regular free baggage allowance provided in rule 21, The Carrier will accept the following items which must be stowed in the Baggage Compartment.
 - (i) Manually operated and/or powered wheelchairs, scooters and walkers.
 - (ii) Wheelchairs with NON-SPILLABLE batteries must have battery cables disconnected and terminals must be insulated (taped) to prevent accidental short-circuits. Battery must be securely attached to the wheelchair/scooter.
 - (iii) Wheelchairs with SPILLABLE batteries will be carried according to the following:
 - (1) If the wheelchair can be loaded, stowed, carried and unloaded always in the upright position, the battery need not be removed. Cables must be disconnected and terminals must be insulated (taped) to prevent accidental short-circuits and battery must be securely attached to the wheelchair/scooter.
 - (2) If the wheelchair cannot be loaded, stowed, carried and unloaded always in the upright position, the battery must be removed and carried in a strong rigid packaging which is:
 - (A) Leak-tight and impervious to battery fluid.
 - (B) Secured in the cargo compartment so as to prevent upsetting.
 - (C) Battery must be protected against short-circuits and surrounded with compatible absorbent material sufficient to absorb the total quantity of liquid acid.
 - (D) The packaging must be marked: "BATTERY, WET WITH WHEELCHAIR" and must bear the Corrosive and package orientation labels.
 - (iv) Crutches and canes may be retained in the passenger's custody provided they are stowed in accordance with The Carrier's safety regulations.

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- (2) Where a mobility aid cannot be carried in the passenger compartment, The Carrier will provide assistance in disassembling and packaging the aid, unpackaging and reassembling the aid, and returning the aid promptly on arrival at the person's destination, all without charge.
- (3) In the event that a mobility aid is damaged or mishandled, The Carrier will provide a rental or temporary wheelchair while that of the passenger is being repaired/returned.

g) **Service Animals:**

See Rule 19 - (Acceptance of Baggage)

- h) Carrier is not liable for its refusal to transport any passenger or for its removal of any passenger in accordance with the preceding paragraphs of this rule. However, at the request of the passenger, a refund will be issued in accordance with Rule 27 (Refunds - Involuntary)

5B. **REFUSAL TO TRANSPORT**

The Carrier will refuse to transport or will remove at any point any passenger for any of the following:

- (a) whenever such action is necessary:
 - 1) to comply with any governmental regulation and/or,
 - 2) to comply with any governmental request for emergency transportation in connection with national defense, national disasters or search and rescue operations.
- (b) whenever necessary or advisable by reason of weather or other conditions beyond its control (including, but without limitation, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities or disturbances) actual, threatened or reported.
- (c) whenever a passenger refuses to permit search of his person or property for explosives or a concealed deadly or dangerous weapon or article.
- (d) whenever a passenger refuses to comply with The Carrier's rules and regulations.

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- (e) whenever a person with a disability requires an attendant unless this person is accompanied by such an attendant who will be responsible for his/her care enroute, and with the care of such attendant, he/she will not require unreasonable attention or assistance from The Carrier's personnel.
- (f) whenever a person's conduct is disorderly, abusive or violent and his/her removal or refusal is necessary for the reasonable safety and/or comfort of other passengers.
- (g) whenever a pregnant woman whose expected delivery date is within 7 days of travel, unless The Carrier is provided with a doctor's certificate, dated within 72 hours of departure, stating that she has been examined and found physically fit for travel from (place) to (place) on (date) and that the estimated time of birth is (date).

The Carrier is not liable for its refusal to transport or for its removal of any passenger in accordance with the preceding paragraphs of this rule, but will, at the request of the passenger, refund in accordance with Rule 27(a) (Refunds Involuntary).

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6. ACCEPTANCE OF CHILDREN

- a) Children under 12 years of age are accepted for transportation without restriction when accompanied by a passenger at least 12 years of age.
 - b) Only one infant under two years of age will be accepted for carriage free of charge providing the infant is accompanied by a fare paying passenger at least 12 years of age. The infant must occupy the same seat as that one occupied by the fare paying passenger.
 - (C) c) Infants under two years of age occupying a seat will pay the charge noted in paragraph e) below. The infant must be placed in an approved infant safety seat as described in rule (6A below).
 - (C) d) Children under 12 years of age not accompanied by a passenger 12 years of age or over are accepted for transportation only under the following conditions;
 - 1) under 5 years of age, not accepted under any conditions;
 - 2) 5, 6, or 7 years of age, accepted for on-line transportation. The child must be brought to the airport of departure by a parent or responsible adult who remains with the child until enplaned and who must furnish the carrier with satisfactory evidence that the child will be met by another parent or responsible adult upon deplaning at his destination but not accepted if the flight on which the child holds a reservation is expected to terminate short of, or by-pass his destination;
 - 3) Eight (8) years of age and over, accepted without restrictions.
- Note: An “Unaccompanied Minor form” must be completed for all children who are traveling unaccompanied and who are aged between 5 and 12 years of age. A copy of this form must be presented to the flight attendant at the time of boarding.**
- (C) e) The fare applicable to the transportation of children will be determined in accordance with Rule 14 (Fares for Children).
 - (C) f) Carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

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(N) 6A. INFANT RESTRAINT DEVICES

(A) APPLICATION

An adult traveling with an infant may, at his/her discretion, reserve an adjacent seat for the purpose of the installation of an approved infant restraint device as described below.

(B) TERMS AND CONDITIONS

- (1) The infant must be properly secured in an infant restraint device which was manufactured on/after January 1, 1991 and which;
 - (a) displays inspection sticker CMVSS-213, CMVSS-213.1 if made in Canada, or
 - (b) displays inspection sticker FMVSS-213 if made in U.S.A. or
 - (c) regardless of country of manufacture, displays an inspection sticker which states that the device is certified for use onboard aircraft.
- (2) Instructions for the proper use of the device and its weight and stature capacities must also be prominently displayed on the device. Use of the device may be prohibited if, in the opinion of Air Inuit personnel, an infant exceeds the prescribed capacity limits.
- (3) The device shall at all times be properly secured in a seat adjacent to an accompanying adult who is familiar with the proper method of releasing the infant from the device. The device may not be located:
 - (a) In an emergency exit row, or
 - (b) In any seat which would prevent access to emergency or safety equipment.
 - (c) In a seat where it will block access by a person to the aisle of the aircraft.
- (4) The device must be provided by the adult traveling with the infant. 3H assumes no responsibility for the provision of approved infant restraint devices described above.
- (5) The charges for the seat in which the device is located shall be in accordance with rule 14.
- (6) Reservations for the adjacent seat are required and must be booked in the same class of service as the reservation for the accompanying adult.

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7. RESERVATIONS

a) General

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

b) Cancellation

- 1) Carrier will cancel the reservation of any passenger whenever such action is necessary 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.
- 2) If the passenger fails to occupy space which has been reserved for him on a flight and the carrier fails to receive notice of the cancellation of such reservation prior to the departure of such flight, the carrier will cancel such reservation and all other reservations for continuing or returning space.
- 3) Carrier is not liable when it cancels the reservation of any passenger in accordance with this rule, except to refund the value of the ticket.

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8. TICKETS

a) General

- 1) No person shall be entitled to transportation except upon presentation of a valid ticket. Such ticket shall entitle the passenger to transportation only between points of origin and destination.
- 2) Flight coupons will be honored only in the order in which they are issued, and only if all unused flight coupons and passenger coupons are presented together.
- 3) A ticket which has not been validated, or which has been altered, mutilated or improperly issued, shall not be valid.
- 4) Tickets are not transferable but carrier is not liable to the owner of a ticket for honoring refunding such ticket when presented by another person.

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8. TICKETS (Continued)

b) Validity

- 1) The period of validity for transportation will be one year from the date on which transportation commences at the point of origin designated on the original ticket, or if no portion of the ticket is used, from the date of issuance of the original ticket.
- 2) If the passenger is prevented from using the ticket, or a portion thereof, on the last day of the applicable period specified in this rule by lack of space or flight cancellation, the ticket shall remain valid until space can be provided on a schedule comparable to that on which the passenger requested space, or if the passenger is unable to commence or continue his travel because of the illness or physical incapacity of himself or a member of his family, or of an associate with whom he is traveling, the carrier will extend the limit of the ticket not to exceed 30 days beyond the original limit. Such illness or incapacity must be certified in writing by a physician and the certificate must specify that the passenger was or will be prevented from completing his journey prior to the expiration of the original time limit because of such circumstances. Such certificate must be surrendered to the carrier and the ticket and all coupons so affected must be endorsed by the agent to indicate that an extension has been granted under this rule.

9. STOPOVERS

Except as otherwise provided, stopovers, as defined in Rule 1 (Definitions), are permitted at no additional charge at any scheduled stop or flag stop on the routing of the flight on which a reservation is made unless the fare published specifically excludes a stopover.

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10. APPLICATION OF FARES

- a) Transportation is subject to the fares and charges in effect on the date on which such transportation commences at the point of origin designated on the ticket. If, after a ticket has been issued and before any portion thereof has been used, an increase or decrease in the fares or charges applicable to the transportation covered by the ticket becomes effective, the full amount of such increase or decrease will be collected from, or refunded to, the passenger, as the case may be.
- (C) b) Where a through fare is specifically published via the desired routing from point of origin to point of destination, such fare is applicable over such route notwithstanding that it is higher or lower than the combination of intermediate fares via such routing.
- c) Except as otherwise provided in Rule 4 (Ground Transportation), fares and charges will apply only to transportation between the airports through which the points named in connection with such fares and charges are served by the carrier.

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11. CONSTRUCTION OF FARES NOT PUBLISHED

- (C) When the fare between any two points is not specifically published such fare will be constructed by combining those fares, applicable via the desired routing from the passenger's point of origin, which produce the lowest fare, provided, however, that
- a) if the fare so constructed exceeds the fare applicable to or from a more distant point via the same routing, the fare applicable to or from such more distant point will apply;
 - b) if a fare constructed for a trip interrupted by travel other than via carrier exceeds the applicable through fare for uninterrupted travel via the same routing, the applicable through fare will apply.

12. CURRENCY OF FARES AND CHARGES

All published fares and charges are stated in dollars and cents of the lawful currency of Canada.

13. FARES FOR ROUND TRIPS

When a ticket therefore is purchased before the transportation commences or is reissued pursuant to Rule 26, Rerouting, the fare applicable to a round trip between two points over the lines of the carrier shall be:

- a) When specifically published via the desired routing, the applicable round trip fare specifically published by or on behalf of such carrier.
- b) When not specifically published via the desired routing, the sum of the one-way fares applicable to the respective one-way segments or the sum of the round trip segment fares if these are published.

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13A. FULL ADULT FARE

"Full adult fare" means the one-way fares designated by fare class and code as shown in Table 1: Normal Fares, Rates and Charges of this tariff. If applicable to joint transportation, "Full adult fare" means a one-way Economy (Y).

13B. "B7" FARE

a) Advance reservations/ticketing

- Reservations for all sectors are required at least 7 days before departure.
- No standbys permitted.
- Ticketing must be completed within 7 days after reservations are made or at least 7 days before departure, whichever is earlier.

b) Minimum Stay

Unless otherwise specified, return travel from last stopover point must commence no earlier than the first Sunday after departure from origin.

c) Maximum Stay

Unless otherwise specified return travel from last stopover point must commence no later than 365 days after departure from origin.

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d) Permitted Combinations

- Unless otherwise specified double open jaw/add-ons are not permitted.
- Fares may be combined end to end provided travel is via the point of combination.
- Single open jaws are permitted with a maximum of 2 stopovers at fare break points provided travel is entirely via 7F/3H. The mileage of the open segment must be equal to or less than the mileage of the shortest sector flown.

or

- 2-component circle trips are permitted.

or

- Multi-component circle trips are permitted with a maximum of 2 stopovers at fare break points provided travel is entirely via 7F/3H

Note: For the purpose of this rule, the most restrictive conditions include minimum-maximum stay/reservations-ticketing requirements/stopover provisions and cancellation-changes fees or service charges.

e) Sales Restrictions:

Unless otherwise specified tickets may be issued by mail/PTA. PTA constitutes ticketing.

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f) Penalties:

- A charge of CAD 75.00 will be assessed for cancellation/failure to use confirmed space/a ticket refund.

or

- A charge of CAD 75.00 will be assessed before departure for an itinerary change with or without ticket reissue.

- (C) Note: Rerouting/flight changes are permitted provided new itinerary meets all conditions of original fare. New itinerary must be of equal or higher value and difference in fare paid. If new itinerary is of lower value, no refund will apply. Subject to inventory availability of new flights, tickets must be reissued if change involves rerouting or different connecting points, otherwise a sticker must be used to indicate new flights or dates. Travel must be wholly on 7F/3H or on 7F/AC/AC connector carriers in the case of joint fares changes to other than originating flight may be made any time provided no change is made to origin/point of turnaround/stopover points and change meets maximum/minimum stay requirements.

or

- A charge of CAD 75.00 will be assessed after departure for an itinerary change with or without ticket reissue.

Note: No change to origin/point of turnaround/stopover points. Change meets minimum/maximum stay requirements of original fare subject to inventory availability of new flights. Difference between fare paid and fare used less applicable change fee may be applied towards the purchase of a one way fare.

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14. FARES FOR CHILDREN

a) Children Under 2 years of Age

- 1) Carrier accepts for transportation, without charge, not more than one child under two years of age not occupying a separate seat, and accompanied by a fare-paying passenger at least twelve years of age.
- 2) If more than one child under two years of age accompanies a fare-paying passenger or if a separate seat is reserved, the fare applicable to the transportation of any child under two years of age (not entitled to free transportation under paragraph a) will be the same as for a child two years of age but under twelve.

(C) b) Children 2 years of age but under 12

Subject to the provisions of Rule 6 (Acceptance of Children) and except as provided in paragraph c) of this rule, provided a ticket therefore is purchased before the transportation commences, the fare applicable to the transportation of any passenger at least two but less than twelve years of age will be as per the "YCH2" fare published under "Table 1.1: Fares and Charges" of this tariff.

(C) c) Children - Unaccompanied

The fare applicable to the transportation of a child 5 years of age or over but who has not reached his 12th birthday and who is not accompanied by a passenger at least 12 years of age will be as per the "YCH2" fare published under "Table 1.1: Fares and Charges" of this tariff, plus an additional charge of CAD \$50.00. Such children are accepted for transportation only in accordance with Rule 6 (Acceptance of Children).

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15. FARES FOR PASSENGERS OCCUPYING TWO SEATS

- a) When a passenger requests the exclusive use of two seats for himself, carrier will charge 150% of the full adult fare (Y Class) between the points between which such two seats are thus reserved.
- b) The free baggage allowance for such passenger will be twice the normal allowance.

16. FARES FOR SENIOR CITIZENS

- a) Application: This fare applies only for:
 - 1) Passengers who are not less than 60 years of age, and
 - 2) Passengers must have in their possession and upon request by the carrier during boarding and at any time in route, proof of their age. Such proof must be a birth certificate, drivers license, Medicare card or any other document which bears the passengers birth date.
 - b) Reservations and Tickets
- (C)
- 1) The fare for Senior Citizens, as per rule 16. a) above will be the "YCD" fare as published under "Table 1.1: Fares and Charges" of this tariff.
 - 2) Passengers traveling under the Senior Citizen rules will be entitled to confirmed reservations.

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17. FARES FOR THE TRANSPORTATION OF HUMAN REMAINS

The fares for the transportation of human remains shall be 200% of the applicable cargo fare between the points which they are being carried with the exception of cremated remains. (see Rule 35 - Shipments subject to Advance Shipping Arrangements).

18. FARES FOR PASSENGERS ON STRETCHERS

Carrier will upon advance arrangements and subject to the availability of space and appropriate equipment, accept for transportation passengers on stretchers. The fare for adult passengers will be triple the full adult fare between the points between which the passenger travels on a stretcher. The applicable fare for passengers on stretchers under 12 years of age will be triple the applicable fare for children under 12 years of age. An attendant is required for each stretcher passenger and the fare for such attendant will be the applicable adult fare. The normal free baggage allowance will apply to each fare paid under this rule.

18A. COMPASSIONATE TRAVEL

- (C) Fares for immediate family members traveling from any community served by Air Inuit to attend a funeral or to visit a terminally ill family member will be given a 75% reduction on the full adult (Y) fare. For the purpose of this rule, immediate family members means: mother, father, grandmother, grandfather, wife, husband, brother(s), sister(s) and grand children of the deceased/terminally ill.

Fares for passengers attending a funeral, who are not immediate family members will be 50% of the full adult (Y) fare.

- (C) All passengers traveling on Compassionate fares must present the proper authorization form signed by the Mayor / Band Council Chief or authorized representative before tickets may be issued.

18B. FARES FOR INCUBATORS

An infant's incubator will be accepted for transportation in the passenger compartment subject to advance arrangements and the following conditions:

- (1) A ticket must be purchased for the infant at 150% of the full adult fare.
- (2) The infant must be accompanied by an attendant who will care for the infant during the trip and who must occupy the seat adjoining those occupied by the incubator. The attendant will pay the applicable adult fare.

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18C. FARES FOR HONEYMOONERS

Carrier will accept newlywed passengers traveling on their honeymoon and will give 75% reduction on the full adult (Y) class fare, under the following conditions:

a) Reservations & Ticketing:

- 1) Reservations must be confirmed from Point of Origin to Point of Destination and return to Point of Origin;

Note: This fare is not applicable to one way travel.
- 2) Travel must originate from a Nunavik Community served by Air Inuit and/or Sanikiluaq;
- 3) Travel must begin no later than one month following the wedding;
- 4) Marriage Certificate must be presented to the ticket agent at the time of ticket purchase;
- 5) Tickets may only be purchased from Air Inuit ticket counters and must be paid in cash or by credit card;
- 6) Tickets will be marked “ HONEYMOONERS ” in the endorsement box.

b) Fares:

- 1) The fare shall be 75% reduction calculated on the full adult (Y) class fare;
- 2) The maximum fare, for a return trip, shall be 499.00 \$ per person;
- 3) All applicable taxes shall apply to the Honeymooners' Fare.

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19. ACCEPTANCE OF BAGGAGE

- a) Carrier has the right to examine baggage tendered for transportation.
- b) Carrier will accept for transportation as baggage such personal property as is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purposes of his trip, subject to the following conditions,
 - (1) carrier has the right to refuse to accept baggage for transportation on any flight other than the one on which the passenger is to be transported;
 - (2) carrier will refuse to accept any property for transportation if it cannot withstand ordinary handling, or its weight, size or character renders it unsuitable for transportation on the particular aircraft on which it is to be transported;
 - (3) carrier will refuse to transport or will remove at any point any baggage which the passenger refuses to allow the carrier, upon the request of the carrier, to examine;

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19. ACCEPTANCE OF BAGGAGE (Continued)

- b) (4) carrier will refuse to accept the following articles for transportation unless advance arrangements have been made;
 - i) assembled firearms or ammunition except that carrier will accept for transportation sporting firearms when not loaded and when in a suitable case and small quantity of small arms ammunition for personal use when packed in the original package of the manufacturer without advance arrangements being made;
 - ii) any liquids, as baggage or otherwise, or any other articles not suitable, or not suitably packed for transportation in aircraft. Carrier will not be liable for the losses of, or damage to, liquids or such other articles, or for the damage to other property occasioned thereby, in the event such liquids or other articles are packed in baggage or otherwise transported without the knowledge of the carrier;
- (5) carrier will accept photo-flash bulb for transportation if the bulbs are packed in the original package of the manufacturer, and the package is marked to indicate the nature of the contents and to show that it is to be handled with care;

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19. ACCEPTANCE OF BAGGAGE (Continued)

- b) (6) carrier will accept for transportation without charge in the passenger compartment specially trained, certified, accompanied service animals in the following categories;
 - (a) Search and rescue dogs;
- (C) (b) A service animal required to assist a person with a disability provided the animal is properly harnessed and certified as having been trained at a professional service animal institution, such an animal will be permitted to accompany the person with a disability into the cabin and remain on the aircraft floor at the person's feet.
- (7) for the safety and comfort of all passengers, Air Inuit staff (in consultation with the person with a disability) will determine where the person with a disability and service animals accepted under this rule will be seated.
- (8) service animals do not require a muzzle.
- (C) (9) Air Inuit will not be responsible in the event any such animal is refused entry into or passage through any country. Except as may otherwise be provided for in this tariff, Air Inuit will not be responsible in the event of injury, sickness or death of such animal.
- (10) carrier will determine whether or not any property of a passenger because of its weight, size of character, shall be carried in the passenger cabin of the aircraft. When a passenger presents any item of baggage with the request that it be carried in the cabin of the aircraft and such baggage is acceptable for such carriage but is so fragile and/or bulky as to require the use of a seat, the passenger must carry such baggage aboard the aircraft and keep it in the seat next to his own. Carrier will charge 50% of the applicable adult fare between the points between which such extra seat is thus used, rounded off to the next higher multiple of 10 cents. The weight of baggage so carried in a seat will not be included in determining the passenger's free allowance and excess weight charges;

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19. ACCEPTANCE OF BAGGAGE (Continued)

- b) (9) live animals will be accepted for transportation, provided that,
- i) advance arrangements are made,
 - ii) the animal is harmless, inoffensive, odorless, and requires no attention during transit,
 - iii) the animal is confined in a suitable cage or container subject to inspection and approval by the carrier prior to acceptance.

NOTE: For the purpose of this rule, a suitable cage or container is one which is:

- 1) large enough to allow the animal to stand up and turn around.
 - 2) leakproof.
 - 3) equipped with a secure closing mechanism.
- iv) The animals will be transported only in the cargo compartment of the aircraft.
- v) The animal and its container will not be included in determining the free baggage allowance and will always be subject to the applicable Excess Baggage charges in Rule 22 (Charges for Excess Weight of Baggage) of this tariff.

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20. CHECKING OF BAGGAGE

Except as otherwise provided in Rule 19 (Acceptance of Baggage), carrier will upon presentation by a fare paying passenger of a valid ticket covering transportation over the lines of the carrier, check personal property which is tendered at the city or airport office designated, and within the time prescribed by such carrier, but no carrier will check property so tendered to a point,

- a) not on the routing or beyond the destination on designated on such ticket; or
- b) beyond a point of stopover; or
- c) beyond a point at which the passenger is to transfer to a connecting flight, and such flight is scheduled to depart from a different airport than that at which the passenger is scheduled to arrive at such point; or
- d) beyond a point at which the passenger desires to resume possession of such a property or any portion thereof; or
- e) beyond a point beyond which all applicable charges have not been paid.
- f) live animals will not be checked beyond a point of transfer to another carrier.

(C)

20A. CARRY-ON BAGGAGE

When baggage is carried on board the aircraft it may be stored in carry-on compartments of aircraft so equipped or it must be retained in the passenger's custody and stored under a seat or in an overhead compartment approved for the carriage of such baggage. Carry-on baggage is subject to the following additional conditions.

Maximum Dimensions for Under-seat Storage

- (1) The maximum outside linear dimensions (measured together if more than one piece of baggage) must not exceed 45 in.
- (2) The maximum outside linear dimensions (measured together if more than one piece of baggage) must not exceed the following:

(C)

DHC-8	HS-748	DHC-6	BE-10
23 cm x 37 cm x 51 cm	23 cm x 41 cm x 51 cm	23 cm X 33 cm X 33 cm	20 cm X 30 cm X 33 cm
9" X 14.5" X 20"(inches)	9" X 14.5"X 20" (inches)	9" X 13" X 13" (inches)	8" X 12" X 13" (inches)

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21. FREE BAGGAGE ALLOWANCE

- a) Upon presentation by a fare-paying passenger of a valid ticket covering transportation between points on its lines carrier will transport the passenger's baggage between such points without charge, subject to the conditions of acceptance in rule 19 and to the maximum in this rule.
- b) The following table shows the basic allowance that will be carried free by the carrier:

(C)

BASIC ALLOWANCE	REMARKS
30 kg	Departing from Montreal or Quebec to all destinations
30 kg	On the Kuujjuaraapik – Montreal segment. On the La Grande – Montreal segment. On the Schefferville – Montreal segment On the Kuujjuaq – Montreal segment. On the Schefferville – Quebec segment. On the Kuujjuaq – Quebec segment On the Schefferville / Kuujjuaq / Schefferville segments of flights 820 / 821
20 kg	On all other segments.

- c) 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.
- d) In addition to the free baggage allowances provided herein, each passenger may carry, without additional charges, the following articles of baggage only when retained in the passenger's custody.
 - 1) lady's handbag or pocketbook;
 - 2) an overcoat or wrap;
 - 3) a foot rug;
 - 4) an umbrella or walking stick;
 - 5) a small camera and a pair of binoculars;
 - 6) a reasonable amount of reading matter for the flight
 - 7) an infant's food for consumption en route; and
 - 8) an infant's carrying basket or bassinet

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21. FREE BAGGAGE ALLOWANCE (Continued)

Any other articles including briefcases, typewriters and heavy cameras will not be carried free unless the weight thereof is included in the free baggage allowance.

- e) Passengers rerouted in accordance with Rule 25 (Failure to Operate on Schedule) shall be entitled to the free baggage allowance applicable to the ticket originally purchased.

22. CHARGES FOR EXCESS WEIGHT OF BAGGAGE

- a) Baggage in excess of the maximum allowance specified in rule 21 (Free Baggage Allowance) will be accepted for transportation only upon payment of excess baggage charges specified in this rule. The excess baggage charges will apply from the point at which baggage is accepted for transportation to the point to the point to which baggage is checked or transported in the passenger compartment.
- b) Where the free baggage allowance is 20 kg, the charge for any excess will be 2.21% of the full adult one-way fare per kilo of such excess rounded off to the nearest cent.

Exception 1: Where travel is between Kuujjuaraapik and Montreal or between La Grande and Montreal, the charge for any excess (more than 30 kg) will be \$6.15 per kilo.

Exception 2: Where travel is between Montreal and Sanikiluaq, Umiujaq, Inukjuaq, Puvirnituk, Akulivik, Ivujivik or Salluit, the charge for any excess will be the applicable charge between Montreal and Kuujjuaraapik; \$6.15 per kilo above 30 kilos plus the applicable rate of 2.21% of the full adult one way fare per kilo of such excess (more than 30 kg) rounded off to the nearest cent between Kuujjuaraapik and final destination of the passenger.

Exception 3: Where travel is between Schefferville and Sept Iles, the charge for any excess (more than 20 kg) will be \$6.96 per kilo.

Where travel is between Schefferville and Wabush, the charge for any excess (more than 20 kg) will be \$3.05 per kilo.

Where travel is between Sept Iles and Wabush, the charge for any excess (more than 20 kg) will be \$4.34 per kilo.

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- (N) Exception 4: Where travel is between Montreal and Quebec, the charge for any excess (more than 30 kg) will be \$2.44 per kilo.
 - (N) Exception 5: Where travel is between Montreal and Schefferville, the charge for any excess (more than 30 kg) will be \$9.99 per kilo.
 - (N) Exception 6: Where travel is between Montreal and Kuujjuaq, the charge for any excess (more than 30 kg) will be \$11.24 per kilo.
 - (N) Exception 7: Where travel is between Quebec and Schefferville, the charge for any excess (more than 30 kg) will be \$9.37 per kilo.
 - (N) Exception 8: Where travel is between Quebec and Kuujjuaq, the charge for any excess (more than 30 kg) will be \$10.61 per kilo.
 - (N) Exception 9: Where travel is between Schefferville and Kuujjuaq, the charge for any excess (more than 30 kg) will be \$5.42 per kilo.
- c) Where a fare paying passenger with a valid ticket wishes to travel with a live animal in cage, the carrier will accept such animal subject to the conditions of acceptance in Rule 19 (Acceptance of Baggage) and to the following excess baggage charges:

LIVE ANIMALS EXCESS BAGGAGE CHARGES	
CHARGES PER CAGE	REMARKS MAXIMUM CAGE DIMENSIONS
\$ 100.00	Small cage: under 157 cm. (62 in.) Max. 45 kg (100 lbs)
\$ 100.00	Medium cage: 158 to 203 cm (63 to 80 in.) Max 45 kg (100 lbs)
\$150.00	Large cage: 204 to 292 cm. (81 to 115 in.) Max 45 kg. (100 lbs)
Subject to advance arrangements with carrier. Animal and cage will be subject to regular cargo rates between origin and destination.	Over 292 cm (115 in.) or Over 45 kg. (100 lbs)

NOTE: Maximum cage dimensions are obtained by adding the length, width and height of the cage.

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23. LIABILITY OF CARRIER FOR BAGGAGE

Carrier will not be liable for,

- a) the loss of, or any damage to or delay in the delivery of any property which is not acceptable for transportation pursuant to Rule 19 (Acceptance of Baggage) or for any other loss or damage or from the transportation of such property;
- (C) b) loss, damage to , or delay in the delivery of fragile or perishable articles, money, jewelry, silverware, negotiable papers, securities or other valuables, business documents, spirits, office equipment, cameras/accessories or samples which are included in the passenger's checked baggage, whether with or without the knowledge of carrier;
- (N) c) injury, sickness or death of any pet accepted for transportation. The owner of the pet assumes all responsibility for compliance with all government regulations and/or restrictions.
- (N) d) loss, damage or delay in the delivery of passenger's carry on items or cabin baggage unless caused solely by the carrier's negligence in handling or a consequence of damage to the aircraft.

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24. LIMITATION OF LIABILITY FOR BAGGAGE

- a) The liability, if any, of carrier for the loss of, damage to, or delay in the delivery of any personal property, including baggage (whether or not such property has been checked or otherwise delivered into the custody of the carrier) will be limited to an amount equal to the value of such property, which shall not exceed \$750.00 for each ticket unless the passenger, at the time of presenting such property for transportation, when checking in for flight, has declared a higher value and paid an additional transportation charge, at the rate of 50 cents for each \$100.00 or fraction thereof, by which such higher declared value exceeds the applicable amount set forth above, in which event carrier's liability will not exceed such higher declared value.
- b) The foregoing limitation will also apply to baggage or personal property accepted by the carrier for temporary storage at a city or airport ticket office or elsewhere prior to the commencement or subsequent to the completion of the passenger's transportation.
- c) The carrier will not accept for transportation or for storage personal property including baggage, the declared value of which exceeds \$2,500.00

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25. FAILURE TO OPERATE ON SCHEDULE

- (a) When a passenger who has a ticket and confirmed reservation is delayed and/or misses a connection because of,
 - (1) a schedule irregularity such as a change in the schedule of a flight, delay in arrival or departure time, omission of a scheduled stop or cancellation of a flight; or,
 - (2) inability to provide previously confirmed space; or,
 - (3) cancellation of the passenger's reservation pursuant to Rule 7 b) (Cancellation of Reservations); the carrier will,
 - (C)
 - (i) transport the passenger on another of its flight on which space is available, at no additional cost to the passenger; or
 - (ii) reroute the passenger only over its own lines to the destination, next stopover point or transfer point shown on its portion of the ticket, without stopover, at no additional cost to the passenger; or,
- iii) refund in accordance with Rule 27 (a) (Refund Involuntary).
- (b) Except to the extent provided in this rule, no carrier will be liable for failing to operate any flight according to schedule or for changing the schedule of any flight, with or without notice to the passenger.

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26. REROUTING

Subject to specific fare provisions:

- (C) (a) Carrier will reroute a passenger at the passenger's request and upon presentation of the ticket, or portion thereof prior to arrival at the destination named on the original ticket provided that, after transportation has commenced, a one-way ticket will not be converted into a round trip ticket.
- (b) The fare and charges applicable, when a rerouting or change in destination is made at passenger's request shall be the fare and charges that would have been applicable had the original ticket designated the routing and/or destination as revised by the new ticket.

27. REFUNDS

(a) Involuntary

The amount carrier will refund upon surrender of the unused portion of the passenger's ticket pursuant to Rules 5 (Refusal to Transport), 6 (Acceptance of Children) or 25 (Failure to Operate on Schedule) will be,

- (C) (1) if no portion of the ticket has been used, an amount equal to the fare and charges paid.
- (C) (2) if a portion of the ticket has been used, an amount equal to the lowest direct one-way fare applicable from the point of termination to the destination named on the ticket or to the point at which air transportation is to be resumed.

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27. REFUNDS (Continued)

(b) Voluntary

- (C) When Rule 5 (Refusal to Transport), Rule 6 (Acceptance of Children) or Rule 25 (Failure to Operate on Schedule) is not applicable, the carrier will, at the request of the passenger, and upon surrender of the unused portion of his ticket, provided application is made no later than six (6) months after the expiration date of the ticket, refund to the passenger named on the ticket on the following basis;
- (C) (1) if no portion of the ticket has been used, the refund will be an amount equal to the fare and charges applicable to the ticket issued to the passenger less any applicable cancellation penalties.
- (C) (2) if a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare and charges applicable to the ticket issued to the passenger and the fare charges applicable to the transportation of the passenger covered by the used portion of the ticket, including any applicable cancellation penalties.

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27. REFUNDS (Continued)

(c) Lost Tickets

- (C) (1) When a passenger loses his/her ticket, or the unused portion thereof, the carrier will make a refund to the passenger upon his/her request in the following amounts, as applicable,
- (C) (i) if no portion of the ticket has been used, and
- A. the passenger has purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket, the refund will be an amount equal to the fare and charges paid for such new ticket;
- (N) B. the passenger has not purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket, refund will be an amount equal to the fare and charges paid less any compensation fee for changes, if applicable.
- (N) (ii) if a portion of the ticket has been used, and
- A. the passenger has purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket, the refund will be an amount equal to the fare and charges paid for such new ticket;
- (N) B. the passenger has not purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket, refund will be an amount equal to the difference between the fare and charges paid for the ticket and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket, plus any compensation fee for changes, if applicable.
- (2) Refund will be made in accordance with (1) above provided application therefore has been made not later than one month after the expiration date of the lost ticket to the general offices of carrier on forms prescribed by carrier for such refunds.
- (3) Refund will be made upon application provided that the lost ticket or lost portion thereof has not previously been honored for transportation or refunded to any person, and provided that the passenger agrees, in such form as may be prescribed by the carrier, to indemnify carrier for any loss or damage which it may sustain by reason of such refund.

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28. LIABILITY OF CARRIER RESPECTING PASSENGERS

- (a) The liability of the carrier in respect of the death or injury to a passenger carried for hire and reward when the injury, whether resulting in death or not, is sustained during the operations of flight or while embarking or disembarking, or at any time while the passenger is aboard the aircraft, is limited to the sum of \$300,000.
- (b) When the carrier transports any passenger whose condition is such as to involve an unusual risk or hazard, the carrier is not liable for any loss or damage which would not have been sustained but for the age or mental or physical condition of such passenger including in the case of a pregnant passenger, any injury, illness or disability sustained by an unborn child.

29. LIMITATION OF ACTION RESPECTING PASSENGERS AND BAGGAGE

- (a) No action may be maintained against the carrier for injury to or for any delay in carriage of any passenger unless the action is commenced within one year of such occurrence.
- (b) No action may be maintained against the carrier for loss of or damage to baggage unless notice of the claim shall have been presented in writing to the head office of the carrier within thirty days (or such further period as a Court may decide in view of all the circumstances to be reasonable) after the occurrence of such loss, damage or delay and unless the action is commenced within one year of such occurrence.

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NOTE

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Section 2

GOODS RULES, FARES AND CHARGES

30. DEFINITIONS

In Section 2 of this Tariff,

- (a) "advance arrangement" means that the shipper is required to first contact the carrier to determine if a particular shipment is acceptable for carriage;
- (b) "air waybill" means an Air Bill or other shipping document;
- (c) "carrier" means Air Inuit Ltd/Ltée;
- (d) "goods" means anything that can be transported by air, including animals, but excluding mails other than in plane load lots, and excluding baggage;
- (e) "live animals" shall include, but not be confined to, birds (poultry, fowl), Fish (crustacea, mussels, shell-fish), Insects (bees), Reptiles (snakes), and worms;
- (f) "shipment" means a single consignment of one or more pieces from one shipper at one time at one address, receipted for in one lot and moving on one Air Waybill, to one consignee at one destination address; and
- (g) "shipper" means same as consignor.

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31. DISPOSITION OF FRACTIONS

- (a) Fractions of kilos will be assessed at the charge for the next higher kilo.
- (b) In computing rates or charges, fractions or less than one-half cent will be dropped, and fractions of one-half cent or more will be considered as one cent.
- (c) Before computing cubic dimensions, fractions of less than one centimeter will be dropped.

31.A CONVERSION

Conversion from pounds to kilos is calculated at 2.205 pounds per kilo.

32. COMPUTATION OF DAYS

In computing time in days, full calendar days will be used and Sundays and legal holidays will be included, except when the last days fall on a Sunday or legal holiday in which event the next following calendar day (other than a Sunday or legal holiday) will be included.

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33. PACKING AND MARKING REQUIREMENTS

- (C) (a) Shipments must be so prepared or packed as to ensure safe transportation with ordinary care in handling.
- (b) Any article susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bear appropriate labels.
- (c) Any article susceptible to damage as a result of any condition which may be encountered in air transportation, such as high or low temperatures, high or low atmospheric pressures, or sudden changes either, must be adequately protected by proper packing and any other necessary measures.
- (d) Each piece of a shipment must be legibly and durably marked with the name and address of the shipper and consignee.
- (e) Pieces with a floor-bearing weight in excess of that which may be handled by the carrier must be provided with a suitable skid or base which will distribute the weight to that which the carrier may accept.
- (f) Recreational vehicles such as snowmobiles, motorcycles, and/or parts thereof, etc., must be adequately crated.

34. SHIPMENTS ACCEPTABLE

Except as otherwise provided in this tariff, all property is acceptable for transportation only when the rules and regulations of the tariff and all laws, ordinances, and other governmental rules and regulations governing the transportation thereof have been complied with by the shipper, consignee or owner.

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35. SHIPMENT SUBJECT TO ADVANCE ARRANGEMENT

The following will be acceptable for carriage only upon advance arrangements,

- (a) shipments liable to impregnate or otherwise damage equipment or other shipments.
- (b) shipments requiring special attention, protection or care en route;
- (c) shipment of gold and other precious articles;
- (d) shipments of live animals;

Note: Baby chicks, turkey poults, ducklings and goslings will be accepted only if delivery at destination can be made within 72 hours after hatching.

- (e) shipments of human remains (other than cremated remains);
- (f) shipments with pieces of unusual weight, shape, size or,
 - (1) in excess of 100 kg.
 - (C) (2) in excess of 50 x 60 x 100 centimeters
 - (C) (3) with floor bearing weights in excess of 3 kilos per square decimeter
- (g) shipments with accompanying personnel; and
- (h) any other unusual shipment

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36. SHIPMENT NOT ACCEPTABLE

- (a) Shipments which require the carrier to obtain a Federal, Provincial or Local license for their transportation will not be accepted when the carrier has elected not to comply with such license requirements.
- (b) Shipments requiring special devices for safe handling will not be accepted unless such special devices are provided and operated by and at the risk of the shipper or consignee.
- (c) Shipments, not expressly covered by the rules of this tariff which would be likely to cause injury to crew or passenger, or whose carriage is prohibited by law, will not be accepted.

37. QUALIFIED ACCEPTANCE OF SHIPMENTS

The carrier retains the right to reject a shipment prior to the performance of any transportation by air from the airport or origin when it reasonably appears to the carrier that such shipment is,

- (a) improperly packed or packaged;
- (b) subject to damage if exposed to heat or cold
- (c) of an inherent nature or defect which indicates to the carrier that such transportation could not be furnished by the carrier without loss of or damage to the goods;
- (d) not accompanied by proper documentation and necessary information as required by an convention, statute or tariff applicable to such shipment; and
- (e) subject to advance arrangements unless such arrangements have been satisfactorily completed.

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38. INSPECTION OF SHIPMENTS

Shipments are subject to inspection by carrier to determine their acceptability and to assess proper charges thereon.

(C) 39. AIR WAYBILL AND SHIPPING DOCUMENTS

- (a) The shipper shall have the duty to prepare and present a non-negotiable Air Waybill with each shipment tendered for transportation subject to this Tariff. If the shipper shall fail to present such Air Waybill to the carrier at the time of tendering the shipment, the carrier may accept such shipment if accompanied by a non-negotiable shipping document or memorandum. To Air Waybill or other shipping document or memorandum issued or accepted by a carrier shall be negotiable, irrespective of the wording of such document or memorandum. Each such shipment, irrespective of the form of shipping document or memorandum accepted by the carrier in connection therewith, will be subject to the carrier's tariff in effect on the date of acceptance of such shipment by the carrier.
- (b) The Air Waybill, and the tariff applicable to the shipment shall insure to the benefit of and be binding upon the shipper and consignee and the carrier by whom transportation is undertaken between the origin, and destination, including destination on re-consignment or return of the shipment; and shall insure also to the benefit of any other person, firm or corporation performing for the carrier pick-up, delivery, or other ground service in connection with the shipment.

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- (C) 39. AIR WAYBILL AND SHIPPING DOCUMENTS (Continued)
- (c) The air waybill, and the tariff applicable to the shipment will apply at all times when the shipment is being handled by or for the carrier, including air transportation by the carrier and pick-up, delivery and other ground services rendered by the carrier or any other person performing for the carrier, such pick-up, delivery or ground services in connection with the shipment.
 - (d) No agent, servant or representative of carrier has authority to alter, modify or waive any provisions of the contract of carriage or of this tariff.
 - (e) The contents of shipments must be indicated by accurate and specific descriptions on the Air Waybill.
 - (f) The number of pieces included in a shipment must be specified on the Air Waybill.

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40. EXCLUSIONS FROM LIABILITY

- (a) The carrier will not be liable for loss, damage, delay or other results caused by,
- (1) acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority in the premises, authority of law, quarantine, riots, strikes, civil commotions, or hazards or dangers incident to a state of war;
 - (2) the act or default of the shipper, consignee, or owner;
 - (3) the nature of the shipment, or any defect, characteristic or inherent vice thereof;
 - (4) violation by the shipper, consignee, or any other party claiming an interest in the shipment or any of the rules contained in this tariff or other applicable tariffs, including, but not confined to, improper or insufficient packing, securing, marking, or addressing, and failure to observe any of the rules relating to shipments acceptable only under certain conditions;
 - (5) acts of omissions of warehousemen, customs or quarantine officials, or other persons, other than the carrier or its agents, gaining lawful or unlawful possession of the shipment; and
 - (6) compliance with delivery instructions from the shipper or consignee or noncompliance with special instructions from the shipper or consignee not authorized by applicable tariffs;

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40. EXCLUSIONS FROM LIABILITY (Continued)

- (b) The carrier will not be liable for loss, damage deterioration, destruction, theft, pilferage, delay, default, mis-delivery, non-delivery, or any other result not caused by the actual negligence of itself its agent, or representative, acting within the scope of their authority, or not occurring on its own line or in its own service, or for any act, default, negligence, failure or omission of any other carrier or any other transportation organization.
- (c) The carrier will not be liable for money, bullion, bonds, coupons, jewelry, precious stones, valuable papers or other articles of extraordinary value.
- (d) The carrier will not be liable for any loss or damage to live animals, reptiles, birds, poultry, insects and fish, except for death, (including breakage of limbs rendering death necessary) when caused by fire, lightning, windstorm, water damage crash or collision.
- (e) The carrier will not be liable in any event for any consequential or special damages arising from transportation subject to these tariff rules, whether or not the carrier had knowledge that such damages might be incurred.
- (f) The carrier will not be liable for any damage or deterioration to perishable shipments, including edible food products, unless such damage or deterioration is due to the gross negligence of the carrier.

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41. LIMIT OF LIABILITY

- (a) In consideration of carrier's rate for the transportation of any shipment, which rate, in part, is dependent upon the value of the shipment as determined pursuant to Rule 52 (Charges for Declared Value), the shipper and all other parties having an interest in the shipment agree that the value of the shipment shall be determined in accordance with the provisions of Rule 52 (Charges for Declared Value) and that the total liability of the carrier will in no event exceed the value of the shipment as so determined, subject to the limitations of Rule 52 (Charges for Declared Value).
- (C) (b) By tendering the shipment to carrier for transportation the shipper, for himself and all other parties having an interest in the shipment, waives all claims for damages beyond the limitations set forth in these rules and affirms the description of the shipment as recited on the air waybill, and the fact that the shipment is not of a nature unsuitable for carriage by air or hazardous thereto.
- (c) The total liability of the carrier will in no event exceed:
 - (1) the value of the shipment as determined pursuant to Rule 52 (Charges for Declared Value); or
 - (2) the actual value of the shipment; or
 - (3) the amount of any damages actually sustained, whichever is the least.

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42. INDEMNIFICATION

The shipper and consignee shall be liable, jointly and severally, to pay or indemnify the carriers for all claims, fines penalties, damages, costs or other sums which may be incurred, suffered or disbursed by a carrier by reason of any violation of any of the rules contained in this tariff or any other default of the shipper or such other parties with respect to a shipment.

43. LIABILITY FOR CHARGES

The shipper and consignee shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment pursuant to this tariff including, but not confined to, sums advanced or disbursed by a carrier on account of such shipment.

44. CARRIER'S LIEN

The carrier will have a lien on the shipment for all sums due and payable to carrier pursuant to Rule 42 (Indemnification) and Rule 43 (Liability for Charges).

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45. NOTICE AND DISPOSITION OF PROPERTY

- (a) When perishable property, or property which by its very nature requires expeditions handling, is accepted for shipment, and delay at point of origin thereafter develops or is reasonably anticipated, carrier upon receipt of such knowledge, will promptly attempt to notify shipper thereof, requesting instructions. If, after reasonable attempt on the part of carrier, in such cases to give such notice, no further instructions are received, carrier reserves the right to reroute the shipment by other means of transportation, subject to Rule 46 (Routing and Rerouting), or to dispose of it, in accordance with the provisions of paragraph (c) of this Rule.
- (b) Carrier will promptly notify consignee by mail or other-wise upon the arrival of shipment. If after notice of arrival has been given to consignee, or delivery has not been effective, and the shipment is undelivered at the expiration of the free storage time provided in Rule 60 (Storage), carrier will notify shipper and consignee, at the addresses shown on shipment, of carrier's inability to effect delivery. Any undelivered shipment will, upon written request from shipper received within days after date notice of non-delivery was mailed to shipper, be returned to shipper, forwarded, or otherwise disposed of, all at shipper's expense.
- (c) When a shipment containing perishable articles is delayed in the possession of the carrier, or is unclaimed, refused, or threatened with deterioration, the carrier will have the right immediately to take such steps as it sees fit for the protection of carrier and other parties in interest including collect communications for instructions, or sale or other disposition of such perishable articles without instructions.

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45. NOTICE AND DISPOSITION OF PROPERTY (Continued)

- (d) When a shipment containing non-perishable property remains unclaimed or is refused after notice of arrival and notice of non-delivery as herein provided, carrier will have the right to store (as provided in Rule 60 (Storage)) and the additional right to dispose of the shipment or any part thereof at public or private sale after 30 days written notice to shipper and consignee at the addresses shown on the shipment.
- (e) In the event of non-payment of any sums payable to carrier, the carrier will have the right to hold the shipment subject to storage (as provided in Rule 60 (Storage), and to dispose of the shipment at public or private sale, without notice to shipper or consignee, paying itself out of the proceeds of such sale all sums due and payable, including storage charges.
- (C) (f) No sale disposal pursuant to this Rule shall discharge any liability or lien to any greater extent than the proceeds thereof less selling expenses, if any, and the shipper and consignee shall remain liable, jointly and severally, for any deficiency.

46. ROUTING AND REROUTING

- (a) Carrier, in the exercise of due diligence and in order to protect all property accepted for transportation, will determine the routing of any shipment, not routed by the shipper.
- (C) (b) Carrier reserves the right to deviate from any route shown on the Air Waybill and to forward, when necessary in its opinion to expedite delivery via any air carrier or other transportation agency at the rate prescribed by such agency; provided that when either of the foregoing rights is exercised, the transportation charges shall be not greater than the air freight charges from origin to destination via the route shown on the Air Waybill.

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47. SCHEDULES

The carrier assumes no obligation to commence or complete transportation within a certain time or according to any specific schedule, or to make connections with any other carrier, and no carrier will be held liable for failure to do so or for error in any statement of times of arrival or departure.

48. AVAILABILITY OF EQUIPMENT AND SPACE

- (a) Carrier undertakes to transport, consistent with its capacity to carry, all property accepted for transportation. All shipments are subject to the availability of suitable equipment, and, with respect to carrier transporting passengers, air mail, and air express, to available space after the accommodation of passengers, air mail and air express, and carrier will decide which shipments will not be carried on a particular flight and which will be removed any time or place whatsoever and when a flight will proceed without all or any part of a shipment.
- (b) Any shipment or commodity will be subject to refusal, delay or embargo by carrier, if such shipment or commodity cannot be transported with reasonable dispatch by reason of any governmental rules, regulations, or orders, or because of unavailability of suitable equipment, or for other conditions beyond the control of the carrier.

49. RIGHT TO REFUSE TO TRANSPORT

Carrier has the right to refuse to transport any articles which it has reasonable grounds for believing would endanger the safety of the aircraft, crew or other property, or are shipped contrary to any governmental regulations or are liable to cause damage to the aircraft or to persons, baggage or goods on board the aircraft.

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50. APPLICATION OF RATES AND CHARGES

- (a) Charges will be assessed at the rates in effect on the day of acceptance of the shipment by the carrier or its agent.
- (b) When the charge for a shipment would exceed the charge for a greater weight of the same commodity from and to the same points over the same route, the lower charge will apply.
- (c) Specific commodity rates remove the application of the general commodity rates on the same quantity of the same article or commodity from and to the same points over the same route.
- (d) Whenever and for such periods as direct service is suspended or discontinued between points named in this tariff, rates published between such points via such direct suspended or discontinued service, will be inapplicable (except for combination of intermediate application) during such period as the service may be suspended or discontinued.

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51. CHARGES FOR WEIGHT

- (a) Transportation charges will be assessed on either;
 - (1) the actual weight; or
 - (2) the cubic dimensional weight of a shipment, whichever is the greater of the two.
- (b) Cubic measurement will be based on the greatest dimensions (height, width and length) of (1) the shipment, or (2) of each part therein in the event of mixed shipments containing differently rated parts.
- (c) Cubic dimensional weight will be derived from the cubic measurement of shipments or part thereof on the basis of one kilo for each 6000 cubic centimeters or fraction thereof.

52. CHARGES FOR DECLARED VALUE

- (C) (a) A shipment will be deemed to have a declared value of \$1.10 per kg (but not less than \$50.00) unless a higher value is declared on the Air Waybill at the time of receipt of the shipment from the shipper with the exception of:
 - 1) Shipments of tobacco products and consumption alcohol, which will be deemed to have a declared value of \$0.50 per kilogram). Charges for a higher declared value will not be accepted as these products are not insurable through the carrier; claims for loss or damage will be calculated on the weight of those parts or pieces of a shipment that were actually lost or damaged.

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52. CHARGES FOR DECLARED VALUE (Continued)

- (C) (b) An additional transportation charge of \$1.00 will be required for each \$100.00 (or fraction thereof) by which the value declared on the Air Waybill at the time of receipt of the shipment from the shipper exceeds \$1.10 per kilo or \$50.00 (whichever is higher). However, a shipment having a declared value in excess of \$25,000.00 will not be accepted and the aggregated value of all shipments carried in any one aircraft must not exceed \$50,000.00.
- (C) (c) The weight used to determine the declared value of a shipment will be the same as that which is used to determine the transportation charge for such shipment; provided that when a shipment moves on the air waybill over the lines of one or more carriers at a combination of rates, the declared value will be based on the lowest weight upon which charges are based for any portion of the movement.
- (C) (d) A shipment consisting of a commodity and/or article named in paragraphs (e) and (f) of this Rule, moving on one Air Waybill over the lines of two or more carriers, will be deemed to have for its entire movement the lowest declared value established by and one of such carriers, unless a higher value is declared on the Air Waybill at the time of receipt of the shipment from the shipper, in which event the highest additional transportation charge established by any one of such carriers will be applicable to the shipment for its entire movement.

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52. CHARGES FOR DECLARED VALUE (Continued)

- (C) (e) Shipment of gold, silver, platinum and ore bullion will be accepted only if the actual value is declared on the Air Waybill at the time of receipt of the shipment from the shipper. Charges will be assessed on the weight and actual value of the shipment. Gold, silver and ore bullion is deemed to include gold and silver in mass, gold and silver specie and/or in the form of ingots, bars, grain, sheet, foil powder, sponge, rods, wire, tubes, circles, mouldings and castings. Platinum is deemed to include platinum as bullion, platinum concentrates, platinum metals, including palladium, iridium, ruthenium, osmium, rhodium and platinum alloys in the form of grain, sponge, bar, ingot, sheet, rod, wire, tube and strip.

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53. CHARGES ON MIXED SHIPMENTS

- (a) When articles taking different rates are packaged together, charges will be assessed on the weight of the entire package at the highest rate or rating applicable to any article therein.
- (b) When articles taking different rates are packaged separately in the same shipment, charges will be assessed (when such assessment results in a lower charge than that prescribed in Paragraph (a) above, as follows:
 - (1) on shipments weighing less than 50 kilos, by applying the applicable rate per kilo to each part of the shipment, subject to the applicable minimum charge for the commodity, in the shipment, carrying the highest rate;
 - (2) on shipments weighing 50 kilos or more, by applying the applicable rate per 50 kilos based on the weight of the entire shipment to the weight of each part of the shipment; and
 - (3) on shipments containing pieces subject to rates based on minimum weights, by applying the rate per 50 kilos based on the weight of the entire shipment applicable to each part at its actual or dimensional weight (see rule 49 - Charges for Weight), the minimum weight to be observed for the entire shipment will be the highest minimum weight applicable to any rate used in rating the shipment, any deficit below such minimum weight being assessed at the lowest rate applicable to any part in the shipment;
- (c) Part of a shipment, for the purpose of this rule, will consist of one package, piece or bundle, or two or more packages, pieces or bundles having the same applicable airport-to-airport rate.
- (e) For purposes of this rule, transportation charges on each differently rated part of the shipment will be assessed on the actual or cubic dimensional weight, whichever is the greater of the two, of each part.

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54. CHARGES PREPAID OR COLLECT

Carrier will not accept any charges on a collect basis. All charges shall be paid by the shipper or by the consignee, on a prepaid basis, prior to the shipment being shipped to destination.

55. CURRENCY OF RATES AND CHARGES

Rates and charges appearing in this tariff are stated in terms of Canadian Dollars.

56. PAYMENT OF CHARGES

Charges are payable in lawful currency of Canada in cash, credit card or charge account at the time of acceptance by the carrier on prepaid shipments, or by prepaid arrangements on shipments to be paid by the consignee.

57. CLAIM PROCEDURE

- (a) All claims, except for overcharges must be made in writing to the originating or delivering carrier within 120 days from the date of issue of the Air Waybill. Claims for overcharges must be made in writing to the originating or delivering carrier within 180 days from the date of issue of the Air Waybill.
- (b) Damage and/or loss discovered by the consignee after delivery and after a clear receipt has been given to the carrier must be reported in writing to the delivering carrier at destination within 15 days after delivery of the shipment, with the privilege to the carrier to make inspection of the shipments and container(s).
- (c) No claim for loss or damage to a shipment will be entertained until all transportation charges thereon have been paid. The amount of claims may not be deducted from transportation charges.
- (d) No reimbursements will be paid for the transportation charges of a connecting carrier.

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58. LIMITATION OF ACTIONS

The carrier will not be liable in any action brought to enforce a claim unless the applicable provisions of Rule 57 (Claim Procedure) have been complied with by the claimant, and unless such actions is brought within two years after the date written notice is given to the claimant that the carrier has disallowed the claim in whole or in part.

59. CHARGES FOR TRANSPORTATION OF “ HUSKY DOGS ”(Pure Breed)

Transportation of “ Husky Dogs ” (pure breed) will be done according to the following:

- a) The dog(s) must be **“Pure Breed Nunavik Husky”**
- b) The dog owner must supply a suitable cage(s) for the dog(s)
- c) Only one dog will be allowed per cage.
- d) The charge for the transportation of such dogs will be \$ 50.00 CAD plus applicable taxes.

60. STORAGE

- (a) Shipments will be held by the carrier without charge for 24 hours (excluding Sundays and legal holidays for freight other than perishables) after arrival and tender of delivery at destination, or notification of arrival, which ever is applicable. Such 24 hour period will be computed from the first 08:00 a.m. tender of delivery or notification of arrival.
- (b) After the expiration of such free time, the carrier will, if practicable continue to hold such shipment as agent for the shipper and consignee, subject to a charge of 25 cents per day per 50 kilos or any fraction thereof, or if such continued holding is not practicable carrier, as such agent, will replace the shipment in a public warehouse subject to a lien for all transportation, storage, delivery, warehousing and other charges, including handling charges of 25 cents per 50 kilos or any fraction thereof, minimum charge of 50 cent per shipment.
- (c) When the shipment is held by the carrier, the carrier's liability will be reduced to that of a warehousemen, and when the shipment is placed in a public warehouse, carrier's liability for the shipment will terminate.
- (d) Outbound shipments delivered to the carrier's premises, which are not acceptable for any reason, will be subject to storage charges as prescribed in this Rule (without any free time) from the first business day after the delivery until such shipment is made acceptable for carriage or removed.
- (e) The provisions of Rule 44 (Carrier's Lien) shall apply to all shipments which are stored pursuant to this Rule.

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61. ADVANCEMENT OF CHARGES

- (a) Upon request, the carrier may advance charges for transportation, cartage, storage, loading, unloading, and Government duties and customs fees.
- (b) Charges will not be advanced on any shipment which is under Rule 54 (Charges Prepaid or Collect) requires prepayment or guarantee of charges.

62. DANGEROUS GOODS SHIPMENTS

There will be an administration charge of \$40.00 when a shipper wishes to transport dangerous goods over the air carrier's routes. However, this rate will not apply when goods are transferred from another air carrier.

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63. SPECIFIC COMMODITY RATES AND CHARGES - APPLICATION

- (a) Acceptance of the commodities named in Rule 64 at the Specific Commodity Rates published in Table 2.1., is subject to the availability of space after the accommodation of other traffic.
- (b) Specific Commodity Rates apply only between the points listed in Table 2.1 and may not be combined with other rates and charges.

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64. **SPECIFIC COMMODITY GOODS - DESIGNATION AND DESCRIPTION.**

Designation	Description
SCR 1	Snowmobiles, all terrain vehicles, motorcycles, outboard motors, complete engines or motors or large mechanical equipment except aircraft or rotating wing aircraft. Minimum shipment of 50 kg. These commodities will be carried on a space available basis, priority given to passengers, mail express and freight. Shippers should be recommended to insure all shipments, as merchandise may have to be shipped un-crated on Air Inuit. Air Inuit will not assume responsibility for damaged or lost items.
SCR 2	Sealskins, Inuit handicraft, art, soapstone and country food (fish and caribou).
SCR 3	Foodstuffs, including dairy products, seafood, meat, poultry, fruit and vegetables.
SCR 4	For replenishing of stocks between Northern Stores and/or between F.C.N.Q. stores. This rate applies only to the following items: foodstuffs, dairy products seafood, meat, poultry, fruits and vegetables, clothing, footwear and other wearing apparel. This rate does not apply to snowmobiles and all terrain vehicles (4 wheelers). This rate is to be used for shipments being moved on Air Inuit regular scheduled flights and may not be used for shipping full loads. These commodities will be afforded the priority as indicated in rule 63

For explanations of abbreviations and symbols see page 2

NOTE

Pages 58 to 68 inclusive are filed in “WORD” document
under “Cargo Rates Table (Year) alpha

Page 69 is filed in WORDS
under MED-EXPRESS Template

Page 69A is filed in WORDS
under AVS Template

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For explanations of abbreviations and symbols see page 2

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