

PORTER AIRLINES (CANADA) LIMITED AND PORTER AIRLINES INC.

GENERAL CONDITIONS OF CARRIAGE

APPLICATION

These General Conditions of Carriage apply to your travel booked with Porter Airlines (Canada) Limited and operated by Porter Airlines (Canada) Limited or Porter Airlines Inc. (collectively, or individually as the context dictates, referred to below as “Porter”).

By completing your purchase, you agree on your own behalf and on behalf of any other passengers on your purchased itinerary that you and they shall be bound by these General Conditions of Carriage and the Tariff applicable to your flight (see NOTICE below), and you represent that you have the authorization of any other passengers on whose behalf you are purchasing travel to bind them to these General Conditions of Carriage.

REVIEW ITINERARY UPON RECEIPT

Please review your travel itinerary provided by Porter upon receipt. You should contact Porter within 24 hours of receipt of your itinerary should you have any questions.

PORTER CONTACT INFORMATION

For flight arrival/departure information or to make changes to your reservation, please call (416) 619-8622 or (888) 619-8622, or visit our website at www.flyporter.com. Note that changes to reservations may be subject to change fees and/or other charges and may not be available on all fare types, as stated in Porter’s tariffs and summarized below.

NOTICE – TRAVEL ON PORTER IS GOVERNED BY PORTER’S PUBLISHED TARIFFS (contract of carriage)

The terms and conditions under which Porter provides transportation (a) entirely within Canada are set out in Porter’s published Domestic Tariff; (b) between Canada and the United States are set out in Porter’s Transborder Tariff; and (c) between Canada and countries other than the United States are set out in Porter’s International Tariff (available for review at <https://www.flyporter.com/Travel/Conditions-Of-Carriage>). The Tariff applicable to your itinerary is incorporated into and forms part of these General Conditions of Carriage, and govern your travel on Porter. Some of these conditions are set out in your itinerary and summarized below. **Please refer to the relevant [Tariff](#) for the complete terms and conditions which apply to and govern your travel.**

NOTE: From time to time, Porter will enter into code-sharing agreements whereby it will market, as its own, flights operated by another air carrier. In the case of code-share, the rules applicable to a passenger’s transportation, and that of their baggage, are those of the carrier identified on the passenger’s ticket and not of the carrier operating the flight.

CONDITIONS

1. **Required Identification:** To board a flight, all domestic passengers are required to present **one piece of valid government-issued photo ID** that shows their name and date of birth, such as a driver's license or a passport. Alternatively, passengers may present **two pieces of valid government-issued non-photo ID**, at least one of which shows their name and date of birth, such as a birth certificate.

All passengers travelling between Canada and points outside Canada are required to present a valid passport. Citizens of countries other than Canada and the United States should contact their consulate or embassy for boarding requirements. Proof of onward or return travel may be required at check-in.

2. **Check-In Deadline:** Getting to the airport, completing check-in and going through security takes time, so we recommend arriving at the airport as early as possible; no later than 60 minutes prior to a domestic flight and 90 minutes prior to an international flight.

You must:

- **obtain your boarding pass and check in any baggage by the check-in deadline shown below, AND**
- **be available for boarding at the boarding gate by the deadline shown below.**

Failure to meet these deadlines may result in the loss of your assigned seat or the cancellation of your reservation.

Domestic Flights

| | Toronto City Airport | Toronto Pearson | Calgary Airport | Edmonton Airport | Vancouver Airport | Other Airports |
|-----------------------------|-----------------------------|------------------------|------------------------|-------------------------|--------------------------|-----------------------|
| Arrival Time | 30 minutes | 120 minutes | 120 minutes | 120 minutes | 120 minutes | 60 minutes |
| Check-In Deadline | 20 minutes | 45 minutes | 45 minutes | 45 minutes | 45 minutes | 30 minutes |
| Boarding Time | 20 minutes | 30 minutes | 30 minutes | 30 minutes | 30 minutes | 30 minutes |
| Boarding Gate Closes | 10 minutes | 10 minutes | 10 minutes | 10 minutes | 10 minutes | 10 minutes |

International Flights

| | Toronto City Airport | Toronto Pearson | Other Airports |
|-----------------------------|-----------------------------|------------------------|-----------------------|
| Arrival Time | 60 minutes | 180 minutes | 180 minutes |
| Check-In Deadline | 45 minutes | 90 minutes | 75 minutes |
| Boarding Time | 20 minutes | 30 minutes | 30 minutes |
| Boarding Gate Closes | 10 minutes | 10 minutes | 10 minutes |

All times prior to scheduled departure time.

3. Reconfirmation of flights is not required, but you may confirm your flight times by visiting www.flyporter.com and selecting flight status on the main page or by calling Porter prior to your departure.
4. Advance seat assignments are not guaranteed and may change without notice. If your pre-assigned seat is unavailable, we will try to accommodate you in a comparable seat and will refund any applicable seat selection fees.
5. Tickets are non-transferable and name changes are not permitted.
6. Subject to the 24-hour refundability described in paragraph 7 below, most fare types (other than PorterClassic Basic and Porter Pass Standard) permit voluntary changes to your itinerary up to one hour prior to the scheduled departure time and may require the payment of additional fees and fare upgrades, as detailed below:
 - (a) **Subject to the exceptions listed in (b), (c) and (d) below,** the following change/cancellation fees apply to the indicated fare classes for all itineraries within North America (see sub-paragraph (e) below for European itinerary change fees):
 - “PorterClassic Basic” tickets are non-refundable and cannot be changed or cancelled.
 - “PorterClassic Standard” tickets are non-refundable and subject to a \$100.00 change/cancellation charge (plus taxes) per direction per passenger, plus the difference in fare (plus taxes).
 - “PorterClassic Flexible” tickets are non-refundable. Changes are permitted at no charge, subject only to payment of any difference in fare (plus taxes).
 - “PorterClassic Freedom” tickets: Changes are permitted at no charge, subject only to payment of any difference in fare (plus taxes).

- “PorterReserve Navigate” tickets: Changes are permitted at no charge, subject only to payment of any difference in fare (plus taxes).
 - “PorterReserve Ultimate” tickets: Changes are permitted at no charge, subject only to payment of any difference in fare (plus taxes).
- (b) For tickets purchased and paid for in whole or in part via redemption of VIPorter points, the following change/cancellation fees apply to the indicated fare classes, except for same-day changes to flights to the same destination departing the same day, which are subject to the fees described in (d) below:
- “PorterClassic Basic” tickets are non-refundable and cannot be changed or cancelled.
 - “PorterClassic Standard” tickets are non-refundable and subject to a \$50.00 change/cancellation charge (plus taxes) per direction per passenger, plus the difference in fare (plus taxes) and/or VIPorter points, based on the original method of payment.
 - “PorterClassic Flexible” tickets are non-refundable. Changes are permitted at no charge, subject only to payment of any difference in fare (plus taxes) and/or VIPorter points, based on the original method of payment.
 - “PorterClassic Freedom” tickets: Changes are permitted at no charge, subject only to payment of any difference in fare (plus taxes) and/or VIPorter points, based on the original method of payment.
 - “PorterReserve Navigate” tickets: Changes are permitted at no charge, subject only to payment of any difference in fare (plus taxes).
 - “PorterReserve Ultimate” tickets: Changes are permitted at no charge, subject only to payment of any difference in fare (plus taxes).
- (c) For tickets purchased and paid for by redemption of a Porter Pass, the following change/cancellation fees apply to the indicated ticket types:
- “Porter Pass Standard”: On the Triangle Commuter Porter Pass from Toronto to/from Ottawa or Montreal no changes are permitted within 7 days of travel, and for other Porter Pass Standard travel, no changes are permitted within 14 days of travel, including that no same day changes are permitted. Flights may be cancelled up to one hour prior to the scheduled departure time.

Changes/cancellations are subject to a fee between \$75-\$86.25 per direction per passenger.

- “Porter Pass Flexible”: Changes are permitted at no charge up to one hour prior to departure time (subject to seat availability), including at the airport on the day of travel. Flights may be cancelled at no charge up to one hour prior to the scheduled departure time.
- “Porter Pass Freedom”: Changes are permitted at no charge up to one hour prior to departure time (subject to availability), including at the airport on the day of travel. Flights may be cancelled at no charge up to one hour prior to the scheduled departure time.

(d) For changes made on the day of departure to a flight departing later the same day to the same destination, the following change/cancellation fees apply to the indicated fare classes on the indicated routes, including fares purchased in whole or in part via redemption of VIPorter points:*

- “PorterClassic Basic” tickets are non-refundable and cannot be changed on the day of travel.
- Same-day, “PorterClassic Standard”:
 - On all routes other than between Toronto-Montreal, Toronto-Ottawa and Toronto-Newark, “PorterClassic Standard” tickets shall be subject to a same-day change charge of \$150.00 (plus taxes) per direction per passenger, however the passenger shall not be required to pay the difference in fare.
 - On “PorterClassic Standard” tickets between Toronto-Montreal or Toronto-Ottawa, “PorterClassic Standard” tickets shall be subject to a same-day change charge of \$100.00 (plus taxes) per direction per passenger, however the passenger shall not be required to pay the difference in fare.
 - On “PorterClassic Standard” tickets between Toronto-Newark, same-day at-airport changes to an earlier flight are available without a change charge, and the passenger shall not be required to pay the difference in fare. Same-day changes to a later flight the same day shall be subject to a \$100.00 change charge (plus taxes) per direction per passenger, however the passenger shall not be required to pay the difference in fare.
- Same-day, “PorterClassic Flexible”:

- On all routes other than between Toronto-Montreal, Toronto-Ottawa and Toronto-Newark, “PorterClassic Flexible” tickets shall be subject to a same-day change charge of \$75.00 (plus taxes) per direction per passenger, however the passenger shall not be required to pay the difference in fare.
 - On “PorterClassic Flexible” tickets between Toronto-Montreal or Toronto-Ottawa, “Flexible” tickets shall be subject to a same-day change charge of \$75.00 (plus taxes) per direction per passenger, however the passenger shall not be required to pay the difference in fare.
 - On “PorterClassic Flexible” tickets between Toronto-Newark, same-day at-airport changes to an earlier flight are available without a change charge, and the passenger shall not be required to pay the difference in fare. Same-day changes to a later flight the same day shall be subject to a \$75.00 change charge (plus taxes) per direction per passenger, however the passenger shall not be required to pay the difference in fare.
- Same-day, “PorterClassic Freedom”: same-day changes are available without a change charge, and the passenger shall not be required to pay the difference in fare.
 - Same-day, “PorterReserve Navigate”: same-day changes are available without a change charge, and the passenger shall not be required to pay the difference in fare.
 - Same-day, “PorterReserve Ultimate”: same-day changes are available without a change charge, and the passenger shall not be required to pay the difference in fare.

*Same-day changes cannot be made when a Porter interline partner airline is operating part of your itinerary.

In all cases, the fares of passengers who fail to show up for their flight and do not otherwise cancel their reservation or change their reservation by one hour prior to scheduled departure shall be non-refundable and non-creditable towards future flights.

If you are traveling on a non-refundable ticket, Porter will be unable to make exceptions in the event of an unexpected trip cancellation or medical emergency. We recommend the purchase of travel insurance.

- (e) For all itineraries including any origin or destination in Europe or Africa, change fees are as follows:

- “PorterClassic Basic” tickets are non-refundable and cannot be changed or cancelled.
- “PorterClassic Standard” tickets are non-refundable and subject to a \$100.00 change fee (plus taxes) per direction per passenger, plus the difference in fare (plus taxes), and a \$150 cancellation fee per direction per passenger.
- “PorterClassic Flexible” tickets are non-refundable. Changes are permitted at no charge, subject only to payment of any difference in fare (plus taxes).
- “PorterClassic Freedom” tickets: Changes are permitted at no charge, subject only to payment of any difference in fare (plus taxes).
- “PorterReserve Navigate” tickets: Changes are permitted at no charge, subject only to payment of any difference in fare (plus taxes).
- “PorterReserve Ultimate” tickets: Changes are permitted at no charge, subject only to payment of any difference in fare (plus taxes).

7. In addition to the standard ticket change and cancellation charges described above, Porter offers a 24-hour refundability option on all fare types. You may cancel your booking for a full refund for up to 24 hours after completion of purchase, either online or by calling the Porter Call Centre at (888) 619-8622.

Please note that this refundability option is available only to flights booked at least 7 days prior to departure.

8. Except on transatlantic itineraries (see below), for passengers who have purchased PorterClassic Basic or Standard fares, a first checked bag meeting our size and weight requirements is subject to charges from \$27.50-\$126.50 CAD/USD, a second bag for \$50-\$258.75, and subsequent bags to charges from \$100-\$258.75 CAD/USD (plus applicable taxes), depending on the passenger’s fare class, origin and destination, and whether the passenger pays the fee at the time of booking, otherwise in advance, at the check-in counter or at the gate, as set out in the applicable fare rule.
9. For all itineraries including any origin or destination in Europe or Africa, for passengers who have purchased PorterClassic Standard fares, a first checked bag meeting our size and weight requirements may be carried free of charge, with second and additional bags subject to the fees set forth in the preceding paragraph above.

Items listed above are permitted up to 23 kg (50 lb) each. Each bag weighing between 23 kg (50 lb) and 32 kg (70 lb) is charged an additional fee of \$100-

\$115 CAD/USD, plus applicable taxes, per direction. No single piece can weigh more than 32 kg (70 lb). These restrictions apply to all fare classes.

For all fare classes (PorterClassic Basic, Standard, Flexible and Freedom, and PorterReserve Navigate and Ultimate, any single piece measuring more than 158 cm (62 in) total dimension (the sum of the length, width and height) is charged \$100-\$115 CAD/USD per direction.

If a bag is both overweight and oversized, the \$100-\$115 fee is charged only once.

No overweight or oversized charge is applied for 3rd and subsequent bags.

For all fares other than PorterClassic Basic fares, you may also carry on board one standard carry-on bag with maximum dimensions of 23 x 40 x 55cm (9 x 16 x 22in) and on all fares including Basic, one business/personal article with maximum dimensions 16 x 33 x 43cm (6 x 13 x 17in) each weighing no more than 9kg (20lbs). It is recommended that documents and medication be packed in your carry-on baggage, as Porter will not be responsible for their loss, damage or delay. Notwithstanding the foregoing, for PorterClassic Basic fares on itineraries including an origin or destination in Europe or Africa, a standard carry-on bag may be carried free of charge.

For additional information, please refer to the Baggage Information section at www.flyporter.com/en/travel-information/baggage.

10. With the exception of service animals, pet travel is restricted to house cats and small dogs that can comfortably maneuver inside an approved carrier during flight. For operational and comfort reasons, Porter limits the number of pet carriers allowed in the cabin to two at any one time. No pets are allowed in the cargo hold.

Please contact the Call Centre to confirm reservation availability for your pet on your desired flight prior to booking your own ticket.

For safety reasons, dangerous articles must not be packed in checked or carry-on baggage. The carrier will not accept fragile, valuable or perishable articles including money, jewelry, cameras, video and electronic equipment, silverware, negotiable instruments, business documents, samples, medications, paintings, antiques, furs, manuscripts or similar items in checked baggage or when otherwise placed in the care of the carrier.

Carrier reserves the right to refuse carriage of any persons or of any goods or baggage, in accordance with the applicable provisions of carrier's tariffs, rules or regulations, or otherwise in accordance with the law. You may be required to present the credit card used to purchase your ticket at check-in.

OVERBOOKING NOTICE

Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for a payment of the airline's choosing. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with its boarding priority. With few exceptions, persons denied boarding involuntarily are entitled to compensation. (Please refer to the relevant Porter Tariff for further details.)

NOTICE OF BAGGAGE LIABILITY LIMITATIONS

Liability for loss, delay or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid. Porter's liability for lost, damaged or delayed baggage is limited to 1,288 Special Drawing Rights (an international currency currently equivalent to approximately \$2400 CAD) per passenger, plus the refund of any baggage fees for the lost/damaged/delayed baggage. (For complete details, please consult Porter's domestic or transborder Tariff.)

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Convention or such special contracts of carriage. For further information, please consult your airline or insurance company representative.

CONDITIONS OF CONTRACT

1. As used in this contract, "ticket" means, in the case of an electronic ticket, of which these conditions and the notices form part, "carriage" is equivalent to "transportation", "carrier" means all air carriers that carry or undertake to carry the passenger or his baggage hereunder or perform any other service incidental to such air carriage, "electronic ticket" means the itinerary/receipt issued by or on behalf of carrier, the electronic coupons and, if applicable, a boarding document.
2. Carriage hereunder is subject to the rules and limitations relating to liability set out in the carrier's tariff.
3. To the extent not in conflict with the foregoing, carriage and other services performed by the carrier are subject to: (i) provisions contained in this ticket, (ii) applicable tariffs, (iii) carrier's conditions of carriage and related regulations which are made part hereof (and are available on application at the offices of carrier).
4. Carrier's name may be abbreviated in the ticket, the full name and its abbreviation being set forth in carrier's tariffs, conditions of carriage, regulations or timetables; carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name in the ticket; the agreed stopping places are those places set forth in this ticket or as shown in carrier's timetables as scheduled stopping places on the passenger's route; carriage to be performed hereunder by several successive carriers is regarded as a single operation.
5. Any exclusion or limitation of liability of carrier shall apply to and be for the benefit of agents, servants and representatives of carrier and any person whose aircraft is used by carrier for carriage and its agents, servants and representatives.

6. Checked baggage will be delivered to the bearer of the baggage check. In case of damage to baggage, a complaint must be made in writing to the carrier forthwith after discovery of damage and, at the latest, within 7 days from receipt; in case of delay, complaint must be made within 21 days from date the baggage was delivered. In all other cases, including loss, complaints must be made within 21 days from the date the passenger's transportation stopped.
7. This ticket is good for carriage for one year from date of issue, except as otherwise provided in this ticket, in carrier's tariffs, conditions of carriage, or related regulations. The fare for carriage hereunder is subject to change prior to commencement of carriage. Carriers may refuse transportation if the applicable fare has not been paid. Provided the original booking is cancelled prior to two hours before the original flight departure, the value of the unused ticket, less applicable change fees, can be applied to a ticket for travel completed within 12 months from the date of original ticket issuance. Credit may be applied to base fare, airline surcharges, change fees, and government taxes and fees. Credit can be used one time only. Any residual value left from its use is forfeited. Bookings using credit must be in the name of the owner of the credit. Credit may be transferred to another traveler one time only, while maintaining the original expiration date.
8. Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of this contract. Carrier may without notice substitute alternate carriers or aircraft, and may alter or omit stopping places shown on the ticket in case of necessity. Schedules are subject to change without notice. Carrier assumes no responsibility for making connections.
9. Passengers shall comply with Government travel requirements, present exit, entry and other required documents and arrive at the airport by time fixed by the carrier or, if no time is fixed, early enough to complete departure procedures.
10. No agent, servant or representative of carrier has authority to alter, modify or waive any provision of this contract.