

GENERAL CONDITIONS OF CARRIAGE

DOMESTIC CARRIAGE OF PASSENGERS AND BAGGAGE

1. SECTION I – GENERAL PROVISIONS AND APPLICATION

1.1 General Conditions of Carriage

These General Conditions of Carriage (“**GCC**”) shall apply to carriage of passengers and baggage on all flights for which a Panorama Aviation flight number appears on the ticket. A ticket means a valid document that establishes the right to carriage, issued or authorized by Panorama Aviation or its authorized agent(s). The ticket evidences the contract of carriage and these GCC are therein incorporated.

These GCC have been drawn up pursuant to the Montreal Convention 1999 (“**Convention**”) and the Canadian law applicable and in force.

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

1.2 Air Passenger Protection Regulations (“APPR**”)**

Panorama Aviation’s obligations under APPR form part of these GCC and supersede any incompatible or inconsistent term and condition of carriage set out to the extent of such inconsistency or incompatibility, but do not relieve Panorama Aviation from applying terms and conditions of carriage that are more favourable to the passenger than the obligations set out in the APPR.

For the purposes of APPR, Panorama Aviation is considered a small carrier.

2. SECTION II – BOOKING, TICKETS, FEES AND PERSONAL DATA

2.1 Tickets

The ticket evidences the existence of the conclusion and content of a contract of carriage between Panorama Aviation and the passenger whose name is shown on the ticket, except when the contrary is proven.

The carriage service offered through the contract of carriage is only provided to the passenger named on the ticket. Panorama Aviation reserves the right to check the identity documents of these passengers. Passengers must therefore be able to provide Panorama Aviation with a valid proof of their identity, as well as the identity of those for whom they are responsible, at any time during their journey.

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 and via the routing designated thereon.

2.2 Fares and Fees

Fares for tickets are those published by Panorama Aviation in accordance with the fare regulations for the stated flight(s), from the departure point to the arrival point, and apply solely to carriage from the airport at the point of departure to the airport at the point of arrival, as specified on the ticket. The carriage between airports or from the airport to any other destination is not included in the fares. The fare shall be calculated in accordance with the fares in force on the ticket booking date, for a journey scheduled on the dates and for the itinerary shown on said ticket. Any change in itinerary or journey date may have an impact on the applicable fare.

When making a booking, the passenger shall be informed of the gross fare for the ticket.

The passenger is responsible for the payment of all fees, taxes or charges ("**Fees**") imposed by namely but not limited to any government bodies, any other authorities or by the airport operator ("**Authorities**"). When making a booking for their ticket, passengers will be informed of said Fees, which will be charged in addition to the fare and will be shown separately on the ticket. These Fees may be created or increased by the Authorities after the ticket booking date. In this case, the passenger must pay the corresponding amount. Conversely, if the Fees are reduced or abolished, the passenger may be refunded for the reduced or abolished amounts.

Should the passenger not travel on a flight for which they have a confirmed booking, the passenger will benefit from a refund of said Fees, payment of which is connected to actual boarding of the passenger in accordance with the applicable regulations.

The net fares, taxes and administration fees are payable in the currency of the country where the ticket was purchased, unless another currency is specified by Panorama Aviation or its authorized agent(s), when the ticket is purchased or beforehand.

2.3 Booking

Bookings will only be confirmed upon completion of the checkout procedure and receipt of the payment in full by Panorama Aviation. The passenger will then receive an email confirming that their booking has been accepted and summarizing all the details of their flight(s).

Certain fares may be subject to conditions that limit or exclude the possibility of modifying or cancelling bookings.

When a booking is made by an authorized agent, the passenger accepts that their personal information will be communicated by the authorized agent to Panorama Aviation.

Changes that the passenger wishes to make are subject to the fare conditions attached to their ticket and to the payment of the applicable administration fees. If applicable, full details regarding such fees will be provided if and when the passenger requests a change to their booking.

The passenger must provide Panorama Aviation at the time of booking or at the latest at check-in, a mobile phone number or an e-mail address where the passenger can be contacted in case of flight irregularities. If this information has not been communicated to Panorama Aviation in due time, the passenger may not benefit from his information right in the event of flight irregularities.

2.4 Protection of Personal Information

All personal information is collected and processed by Panorama Aviation as described in its [Privacy Policy](#).

3. SECTION III – SEAT SELECTION AND MINORS

3.1 Seat Selection

Panorama Aviation does not offer seat assignment and does not guarantee the assignment of any particular space on the aircraft. Aircraft seating is conducted by Panorama Aviation's staff immediately prior to boarding.

3.2 Accompanied Minors and Infants

For the purposes of the present article, a minor means a person who has not yet reached their 18th birthday as of the date of commencement of travel.

3.2.1 Minors who must travel accompanied by another passenger:

3.2.1.1 Minors under the age of twelve (12) may only travel if they are accompanied by a passenger aged twelve (12) or older seated in close proximity to them, subject to the provisions of par. 3.3 (below);

3.2.1.2 Infants (under two (2) years of age) must be accompanied by a passenger aged sixteen (16) or older. Infants can either be lap-held or placed in a seat adjacent to the accompanying passenger. Only one infant will be accepted per accompanying passenger.

3.2.2 Unaccompanied minors: free seat assignment for minors under the age of fourteen (14) who may be unaccompanied under this article.

3.2.2.1 In order to facilitate the assignment of a seat to a child who is under the age of fourteen (14) years, which is in close proximity to an accompanying person (parent, guardian or tutor) in accordance with par. 3.2.2.2 (below), Panorama Aviation will, at no additional charge:

3.2.2.1.1 assign a seat before check-in to the child that is in close proximity to the accompanying person, or

3.2.2.1.2 if Panorama Aviation does not assign seats prior to check-in, in accordance with par. 3.2.2.1.1, take the following measures:

- a. advise passengers before check-in that Panorama Aviation will facilitate seat assignment of children in close proximity to an accompanying person at no additional charge at the time of check-in or at the boarding gate;
- b. assign seats at the time of check-in, if possible;
- c. if it is not possible to assign seats at the time of check-in, Panorama Aviation will, via an announcement at the gate, ask for volunteers to change seats at the time of boarding; and
- d. if it is not possible to assign seats at the time of check-in and no passenger has volunteered to change seats at the time of boarding, Panorama Aviation will ask again for volunteers on board the aircraft to change seats before take-off.

3.2.2.2 Panorama Aviation will facilitate, pursuant to the steps outlined in par. 3.2.2.1 (above), the assignment of a seat to a child who is under the age of fourteen (14) years by offering, at no additional charge:

- 3.2.2.2.1** in the case of a child who is four (4) years of age or younger, a seat that is adjacent to their accompanying person's seat;
- 3.2.2.2.2** in the case of a child who is five (5) to eleven (11) years of age, a seat that is in the same row as their accompanying person's seat, and that is separated from that accompanying person's seat by no more than one seat; and
- 3.2.2.2.3** in the case of a child who is twelve (12) or thirteen (13) years of age, a seat that is in a row that is separated from the row of their accompanying person's seat by no more than one row.

3.3 Unaccompanied Minors

Transportation of unaccompanied children aged eight (8) to eleven (11) inclusively will be permitted on flights, subject to the following conditions:

- 3.3.1** the child is brought to the airport by a parent or responsible adult;
- 3.3.2** the child has in his possession satisfactory proof establishing his age on the date of the commencement of the trip;
- 3.3.3** the child has in his possession written information indicating the name and address of the responsible adult who will meet him at the point of destination; and
- 3.3.4** before the child is handed over to the responsible adult who has come to receive him, the officer must obtain a formal identification of the responsible adult and his signature.

3.4 Child Restraint Devices

An infant occupying a seat must be placed in an approved child restraint device. The use of an approved child restraint device is optional for minors aged two (2) and up but is recommended until the age of eight (8).

3.5 Fares for Infants and Children

Lap-held infants not occupying a seat and infants and children occupying a seat will be considered as passengers and the applicable domestic fare is the fare for older passengers published by Panorama Aviation.

3.6 Limited Responsibility

Panorama Aviation will not assume any financial or guardianship responsibilities for unaccompanied minors, other than those applicable to an adult passenger.

4. SECTION IV – CHECK-IN, BOARDING AND ASSISTANCE

4.1 Check-in and Boarding

Passengers must comply with check-in deadlines to facilitate their journey and avoid their bookings being cancelled with costs. Panorama Aviation or its authorized agent(s) shall provide passengers with all requisite information on the check-in deadlines.

Passengers must arrive sufficiently early before the flight and be present at the boarding gate prior to the boarding time; in any event, they must comply with the check-in deadlines. Should the passenger fail to do so, or should the passenger not present all the documents allowing them to be checked in and therefore be unable to travel, Panorama Aviation may cancel the passenger's booking, without any liability towards the passenger.

Panorama Aviation may not be held liable in any way, in particular for any loss, damage or disbursement, if a passenger has not complied with the conditions of this article.

4.2 Assistance

Passengers with reduced mobility, disabilities or requiring special assistance are advised to notify Panorama Aviation of their disability or the requirement of any special assistance when making their booking. See more information on the carriage of persons with disabilities in our domestic tariff (Rule 15). Contact Panorama Aviation at least forty-eight (48) hours before the flight to provide details of the assistance requested at the following number: 1-833-989-0050 or by email to the following address: reservation@panoramaaviation.com. Panorama Aviation will make a reasonable effort to accommodate passengers who fail to make a request forty-eight (48) hours in advance.

5. SECTION V – DELAY, CANCELLATION, DENIAL OF BOARDING AND TARMAC DELAYS

Schedules are subject to change without notice. No employee, agent or representative of Panorama Aviation is authorized to bind Panorama Aviation by any statements or representation as to the dates or times of departure or arrival, or as to the operation of any flight. It is always recommended that the passenger ascertains the flight's status and departure time either by registering for updates or by referring to airport terminal displays.

Panorama Aviation is not responsible for changes, errors or omissions either in timetables or other representations of schedules. Panorama Aviation will not guarantee and will not be held liable for cancellations or changes to flight times that appear on passengers' tickets due to force majeure, including but not limited to labour disruptions or strikes.

A passenger who is denied boarding or whose flight is delayed or cancelled or who experiences tarmac delays may be entitled to certain standards of treatment and compensation under the [APPR](#). Complaints can be filed with the Canadian Transportation Agency (“CTA”).

5.1 General Provisions

Panorama Aviation must provide the following information to the passengers who are affected by a cancellation, a delay or a denial of boarding:

- (a) the reason for the delay, cancellation or denial of boarding;
- (b) the compensation to which the passenger may be entitled for the inconvenience;
- (c) the standard of treatment for passengers, if any; and
- (d) the recourse available against Panorama Aviation, including their recourse to the CTA.

Panorama Aviation must communicate new flight status information to the passenger as soon as possible. In the case of a delay, it must also provide status updates every thirty (30) minutes until a new departure time is set or new travel arrangements have been made.

If Panorama Aviation intends to refuse a passenger from boarding on a flight, it will first solicit volunteers who are willing to give up their seat in exchange for compensation. Volunteers who give up their seat will be provided with a written confirmation of the benefits they accepted.

If Panorama Aviation is unable to find enough volunteers, it will give priority to unaccompanied minors, passengers with a disability and their support person and/or service animal, passengers travelling with their family and passengers who were previously denied boarding on the same ticket, provided Panorama Aviation is informed of this fact.

5.2 Panorama Aviation's Obligations and Definitions

5.2.1 A situation “**within Panorama Aviation's control but not safety-related**” refers to situations that stem from commercial decisions or decisions made in day-to-day operations by Panorama Aviation, such as managing aircraft maintenance and staffing schedules.

In case of a situation within Panorama Aviation's control but not safety-related, Panorama Aviation's obligations to the passenger are as follows:

- 1) Compensation;
- 2) Standards of treatment; and
- 3) Rebooking or refund.

5.2.2 A situation “**within Panorama Aviation's control but required for safety purposes**” refers to situations that are generally unforeseen events, where the flight disruption is legally required to reduce any risk to passengers' safety.

In case of a situation within Panorama Aviation's control but required for safety purposes, Panorama Aviation's obligations to the passenger are as follows:

- 1) Standards of treatment; and
- 2) Rebooking or refund.

5.2.3 A situation “**outside of Panorama Aviation's control**” refers to situations that are caused by events over which Panorama Aviation does not have control, including but not limited to: weather conditions or natural disasters that make the safe operation of the flight impossible, instructions from air traffic control, airport operation issues, medical emergencies, security threats, collision with wildlife, war or political instability, illegal acts or sabotage, notice to Airmen (as defined in the *Canadian Aviation Regulations*), labour disputes within Panorama Aviation or an essential service provider such as an airport or an air navigation service provider, a manufacturing defect in an aircraft that reduces the safety of passengers and that was identified by the manufacturer or a competent authority or request from a police, security or customs official.

In case of a situation outside of Panorama Aviation's control, Panorama Aviation's sole obligation to the passenger will be to offer a rebooking.

5.3 Standards of Treatment for Denied Boarding

These standards apply when the reasons for denied boarding are within Panorama Aviation's control (par. 5.2.1), including for safety purposes (par. 5.2.2):

5.3.1 Panorama Aviation shall provide the following before the new flight:

5.3.1.1 Food and drink in reasonable quantities; and

5.3.1.2 Access to means of communication (e.g., free Wi-Fi).

5.3.2 If the passenger is expected to wait overnight for a new flight, Panorama Aviation must:

5.3.2.1 Offer hotel or comparable accommodation free of charge; and

5.3.2.2 Provide free transportation to and from the hotel or comparable accommodation.

5.4 Compensation for Denied Boarding

Panorama Aviation must provide compensation for the inconvenience of denied boarding if the disruption is within Panorama Aviation's control but not safety-related (par. 5.2.1). A passenger's compensation is calculated based on the length of delay at arrival at their final destination:

- from zero (0) to six (6) hours, the compensation amount is nine hundred dollars (\$900) CAD;
- from six (6) to nine (9) hours, the compensation amount is one thousand eight hundred dollars (\$1,800) CAD;
- over nine (9) hours, the compensation amount is two thousand four hundred dollars (\$2,400) CAD.

When Panorama Aviation notifies the passenger that they are being denied boarding, it must provide compensation immediately. If the passenger cannot be paid before his new departure time, the Panorama Aviation must issue the payment within forty-eight (48) hours of said new departure time. Once the passenger arrives at their final destination, if their delay was longer than originally expected, Panorama Aviation must increase the compensation consistent with the requirements above.

5.5 Rebooking and Refunds for Denied Boarding

When the passenger has been denied boarding, Panorama Aviation must offer to rebook the passenger on their next available flight or the next available flight of a carrier which it has a commercial arrangement with, as follows.

- 5.5.1** For situations within Panorama Aviation's control (par. 5.2.1), including for safety purposes (par. 5.2.2), Panorama Aviation must ensure that the passenger completes his itinerary as soon as possible. If the rebooking offered by Panorama Aviation does not accommodate the passenger's travel needs, the passenger is entitled to:
- A refund of the unused portion of their ticket; or
 - If they are not at the point of departure, a refund of their ticket and Panorama Aviation must return them to their point of departure.
- 5.5.2** For situations outside Panorama Aviation's control (par. 5.2.3), Panorama Aviation must rebook the passenger on the next available flight operated by it or on the flight of an airline with which it has a commercial agreement, on a reasonable route that departs from the same airport, without any refund requirement.

5.6 Standards of Treatment for Flight Delays or Cancellation

These standards apply when the reasons for flight delays or cancellation are within Panorama Aviation's control (par. 5.2.1), including for safety purposes (par. 5.2.2), and if Panorama Aviation did not notify the passenger of a flight disruption at least twelve (12) hours before the scheduled departure time:

- 5.6.1** When a flight is cancelled or when a flight delay reaches two (2) hours, Panorama Aviation must provide:
- Food and drink in reasonable quantities; and
 - Access to means of communication (e.g., free Wi-Fi).
- 5.6.2** If the passenger is expected to wait overnight for a new flight, Panorama Aviation must:
- Offer hotel or comparable accommodation free of charge; and
 - Provide free transportation to and from the hotel or comparable accommodation.

5.7 Compensation for Flight Delays or Cancellation

Panorama Aviation must provide compensation for the inconvenience of flight cancellations and flight delays if the disruption is within Panorama Aviation's control but not safety-related (par.

5.2.1). A passenger's compensation is calculated based on the length of delay at arrival at their final destination:

- One hundred twenty-five dollars (\$ 125) CAD if the arrival at the destination is delayed by three (3) hours or more, but less than six (6) hours;
- Two hundred fifty dollars (\$ 250) CAD if the arrival at the destination is delayed by six (6) hours or more, but less than nine (9) hours;
- Five hundred dollars (\$ 500) CAD if the arrival at the destination is delayed by nine (9) hours or more.

Subject to applicable law, Panorama Aviation will handle claims for compensation under the APPR, only if the passenger has made a compensation claim with Panorama Aviation within one (1) year of the date of the flight delay or cancellation and has given Panorama Aviation a period of thirty (30) days to respond.

5.8 Rebooking and Refunds for Flight Delays or Cancellation

Panorama Aviation must ensure that the passenger completes their itinerary as soon as possible. If the passenger's flight has been cancelled or delayed by three (3) hours or more, Panorama Aviation must offer to rebook the passenger free of charge on their next available flight. They may also rebook the passenger on the next available flight of an airline with which it has a commercial agreement.

5.8.1 For situations within Panorama Aviation's control (par. 5.2.1), including for safety purposes (par. 5.2.2):

5.8.1.1 Panorama Aviation must rebook the passenger on the next available flight operated by it or on the flight of an airline with which it has a commercial agreement, on a reasonable route that departs from the same airport.

5.8.1.2 If the rebooking offered by Panorama Aviation does not accommodate the passenger's travel needs, the passenger is entitled to a refund for the part of the ticket that they have not used.

5.8.1.3 If the passenger's trip no longer serves their purpose because of the disruption, Panorama Aviation must return the passenger to their point of departure and refund their entire ticket (as if no part of the trip had been made). If the passenger has chosen to receive a ticket refund instead of being rebooked on another flight, the passenger is entitled to the following compensation: one hundred twenty-five dollars (\$125) CAD for situations within Panorama Aviation's control but not safety-related (par. 5.2.1).

5.8.2 For situations outside Panorama Aviation's control (par. 5.2.3), Panorama Aviation must rebook the passenger on the next available flight operated by it or on the flight of an airline with which it has a commercial agreement, on a reasonable route that departs from the same airport. There is no refund requirement for flight delays or cancellations outside Panorama Aviation's control.

5.9 Tarmac Delays

- 5.9.1** If a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, Panorama Aviation will provide passengers with the following treatment, free of charge:
- 1) Access to working washrooms;
 - 2) Proper ventilation and heating or cooling;
 - 3) Snack and drink in reasonable quantities; and
 - 4) Ways to communicate with people outside the aircraft, if feasible.
- 5.9.2.** If a passenger requires urgent medical assistance while the flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, Panorama Aviation will facilitate access to said medical assistance.
- 5.9.3.** After a three (3) hour tarmac delay at a Canadian airport:
- 1) The aircraft must return the passenger to the gate that they can disembark, unless this is not possible, for safety, security, air traffic control or customs reasons;
 - 2) An aircraft can stay on the tarmac for up to forty-five (45) extra minutes if it is likely that it will take off within that period and the airline is able to continue providing the standard of treatment referred to above.
- 5.9.4.** This section does not apply if providing an opportunity for passengers to disembark is unreasonable or impossible, including if it is not possible for reasons related to safety and security or to air traffic or customs control.

6. SECTION VI – BAGGAGE

6.1 General Provisions

6.1.1 The Passenger's Obligations

- 6.1.1.1** Passengers declare that they are fully aware of the content of all of their baggage;
- 6.1.1.2** Passengers undertake not to leave their baggage unattended from the time when they pack it until they are entrusted to Panorama Aviation as checked-in baggage, unless it is a carry-on baggage, and not to accept to transport items in their baggage received from any other passenger or person;
- 6.1.1.3** Passengers undertake not to travel with baggage entrusted to them by a third party; and
- 6.1.1.4** Passengers are advised not to include perishable or fragile items in their baggage. If, however, the passenger includes such items or objects in their baggage, they must ensure that these are properly and securely packed and protected in suitable containers, in order not to damage baggage belonging to other passengers or the aircraft.

6.1.2 Prohibited Items

Passengers must not include in their baggage any item for which carriage is prohibited or restricted by the applicable regulations and the law in force in Canada, including, but not limited to:

- 6.1.2.1** Items that are liable to endanger the aircraft, the persons or property on board, such as those specified in the International Civil Aviation Organization (“**ICAO**”) and the International Air Transport Association (“**IATA**”) Dangerous Goods Regulations (collectively “**ICAO and IATA Dangerous Goods Regulations**”) that can be found [here](#) and in Panorama Aviation’s regulations, as applicable (additional information is available upon request from Panorama Aviation); these items include, in particular, explosives, pressurized gas, oxidizing, radioactive or magnetized substances, inflammable substances, toxic or corrosive substances and liquid substances of any kind (except for liquids contained in hand baggage and intended for personal use by passengers during their trip, subject to the existing rules applicable to this exception);
- 6.1.2.2** Items of which the weight, dimensions, configuration or nature make them unsuitable for carriage, in particular in light of the type of aircraft used. Information on these items will be provided to passengers, on request;
- 6.1.2.3** Firearms and ammunition other than those intended for hunting or sport which, in order to be accepted as checked baggage, must be unloaded and suitably packed and have the safety catch on. The carriage of ammunition is subject to the ICAO and IATA Dangerous Goods Regulations;
- 6.1.2.4** Cutting weapons, stabbing weapons and aerosols that may be used as attack or defence weapons, antique weapons, swords, knives and other weapons of this type may not be transported in the cabin under any circumstances. They may nevertheless be included in checked baggage, subject to prior written and express acceptance by Panorama Aviation; and
- 6.1.2.5** Live animals, with the exception of pets, subject to compliance with the conditions specified in par. 6.4.

It is advisable to visit the [Transport Canada](#) website before travelling to view the list of dangerous goods that can be carried on a person as well as in baggage or hand luggage during a flight.

6.1.3 Right of Search

For security/safety reasons and/or on the request of the authorities, the passenger may be asked to undergo a search or a scan of their baggage (using X-rays or another technique). If a passenger is not available, their baggage may be scanned or searched in their absence, namely in order to verify whether it contains the items referred to in par. 6.1.2 above, without any liability being attributed to Panorama Aviation. If a passenger refuses to comply with such requests, Panorama Aviation may deny them and their baggage carriage.

6.1.4 Right to Refuse to Carry Baggage

Panorama Aviation may refuse to carry or continue to carry (should it be a discovery during a journey) a passenger’s baggage in the following cases:

- 6.1.4.1** For security and/or safety reasons, if the baggage contains the items listed in par. 6.1.2 above or if the passenger has failed to comply with the obligations defined in par. 6.1.1.1, 6.1.1.2 and 6.1.1.3;
- 6.1.4.2** For security, safety or hygiene reasons, if an item is incompatible with air carriage because of its dimensions, shape, weight, contents, configuration or nature;
- 6.1.4.3** The passenger has refused to pay the surcharge as defined in par.6.2.2;
- 6.1.4.4** The pets that do not have the documents required by the applicable regulations, as defined in particular in par. 6.4;

- 6.1.4.5** Passengers who carry alcohol in their baggage, in violation of the applicable laws in force; and
- 6.1.4.6** The baggage that has not been declared and handed over by the passenger to Panorama Aviation prior to the check-in deadline under the conditions defined in par.6.2.1.

In all of the above-mentioned cases, Panorama Aviation has no obligation to take custody of refused baggage and/or items and has not liability towards the passenger.

6.2 Checked Baggage

6.2.1 General Provisions

- 6.2.1.1** The passenger must hand over baggage at the carrier's check-in desk for the purpose of checking in prior to the check-in deadline.
- 6.2.1.2** As soon as the passenger has handed over their baggage at check-in, under the aforementioned conditions, Panorama Aviation shall take custody thereof and issue passengers with a baggage check, for each item of checked baggage.
- 6.2.1.3** The passenger must affix their contact data to all their checked baggage.
- 6.2.1.4** Checked baggage will, to the extent possible, be carried in the same aircraft as the passenger unless, for operating or security/safety reasons, Panorama Aviation decides that it will be carried on another flight. In this case, Panorama Aviation will deliver the baggage to the passenger, unless the applicable regulations require the passenger to be present for a customs inspection.
- 6.2.1.5** Checked baggage must be able to withstand normal handling and protect its contents.
- 6.2.1.6** The passenger must not include in their baggage fragile or perishable items, or valuable items such as currency, jewellery, works of art, precious metals, silverware, securities or other valuables, optical or photographic equipment, computers, electronic and/or telecommunication equipment or devices, musical instruments, passports and identity documents, keys, business documents, manuscripts or deeds, whether individualised or fungible, etc.
- 6.2.1.7** Subject to the applicable regulations, passengers are advised not to carry any medication in their checked baggage.

6.2.2 Baggage (Checked or Carry-on) Allowance and Free Baggage Allowance

All relevant information regarding the checked baggage or carry-on baggage allowance, limited by number and/or weight and/or dimensions can be obtained [on this page](#).

Passengers may travel with checked baggage that exceeds the checked baggage allowance, subject to payment of a surcharge. The conditions relating to this surcharge are available [on this page](#).

6.2.3 Special Declaration of Interest

- 6.2.3.1** For all checked baggage for which the value exceeds the liability limits defined by the Convention in the event of destruction, loss, damage or delay, passengers may either personally insure all their baggage prior to the journey or, when handing over the baggage to Panorama Aviation, make a special declaration of interest limited to a certain amount. In this case, a surcharge must be paid by the passenger. Compensation will be paid in accordance with the provisions of Section 11.

- 6.2.3.2** Panorama Aviation reserves the right to verify the adequacy of the value declared in light of the value of the baggage and the contents thereof.
- 6.2.3.3** All special declarations of interest must be made by the passenger to Panorama Aviation prior to the check-in deadline. Panorama Aviation also has the option of capping the level of the declarations that are liable to be made at a maximum amount. Panorama Aviation also has the right to provide proof, in the event of damage, that the amount declared was higher than the passenger's genuine interest at the time of delivery.
- 6.2.3.4** Passengers can obtain all the relevant information regarding this special declaration of interest and the surcharge specified in par. 6.2.3.1 above from Panorama Aviation upon request.

6.2.4 Collection and Delivery of Baggage

- 6.2.4.1** Subject to the provisions of par. 6.2.1.4, it is the responsibility of passengers to collect their checked baggage as soon as it is made available to them at the arrival point. If a passenger does not collect baggage within thirty (30) days from the baggage being made available to them, Panorama Aviation may dispose of said baggage, without being liable to the passenger in any way.
- 6.2.4.2** Only the passenger for whom a baggage check was issued may take possession of the checked baggage.
- 6.2.4.3** If a person claiming baggage is not in a position to produce the baggage check, Panorama Aviation shall only hand over the baggage to them on the condition that they establish their rights thereto in a satisfactory manner.
- 6.2.4.4** Acceptance of the baggage by the passenger in possession of the baggage check without any complaint on their part at the time of delivery constitutes a presumption, unless proven to the contrary, that the baggage was delivered in good condition, in accordance with the contract of carriage.

6.3 Unchecked Baggage

- 6.3.1** Panorama Aviation reserves the right to deny cabin access and check a carry-on baggage into the hold as a result of a failure on the part of the passenger to comply with these GCC or for security and/or safety, operational or aircraft configuration reasons, at any time prior to the flight departure.
- 6.3.2** Baggage/items that passengers do not wish to carry in the hold (such as fragile musical instruments or other items) and that do not comply with the provisions of par. 6.3.1 above (excess dimensions and/or weight) may only be accepted for cabin carriage if Panorama Aviation has been duly informed thereof by the passenger prior to check-in and has granted authorization. In this case, the carriage of said baggage may be subject to a surcharge, in accordance with the Panorama Aviation's fare conditions as per par. 6.2.2 of these GCC.
- 6.3.3** Passengers are responsible for personal effects and unchecked baggage that they take into the cabin. In the event of the destruction, theft, loss or damage of personal effects and unchecked baggage, Panorama Aviation may only be held liable for gross negligence on its part, or that of its officials or agents, is proven, said liability being limited to the amount defined in Section 11 of these GCC.

6.4 Pets

6.4.1 General Provisions

- 6.4.1.1** The carriage of pets travelling with passengers is subject to the Panorama Aviation's prior and explicit acceptance;
- 6.4.1.2** The number of pets that can be carried is limited per flight and per passenger;
- 6.4.1.3** In accordance with the regulations in force, the carriage of certain categories of pets is prohibited. Information relating to these categories is available, on request, from Panorama Aviation and its authorized agent(s);
- 6.4.1.4** Passengers must be able to provide valid documents relating to their pets, required by the Authorities, including in particular passports, health and vaccination certificates and entry or transit permits;
- 6.4.1.5** Depending on the destination, the carriage of pets may be subject to conditions, in particular age, weight and health checks, which the passenger may obtain from Panorama Aviation;
- 6.4.1.6** The pet and its cage are included in the free baggage allowance. The pet and its cage exceeding the amount of free baggage allowance are subject to payment of a surcharge. The conditions relating to this surcharge are available [on this page](#).
- 6.4.1.7** Guide dogs and their cages accompanying passengers with reduced mobility will be carried free of charge, in addition to the free baggage allowance, in accordance with Panorama Aviation's regulations, which are available on request.
- 6.4.1.8** In the event of fraud or the absence or invalidity of the required documents or if the container intended for carrying the pet does not comply with the provisions of par. 6.4.2.4 and 6.4.3, Panorama Aviation shall not assume any liability for the injury, loss, delay, illness or death of pets carried as a result of these failures, unless this is caused by the gross negligence or wilful misconduct of Panorama Aviation. Passengers travelling with pets who fail to comply with the applicable regulations must reimburse the fines, loss, compensation and all costs incurred by Panorama Aviation due to such situation.
- 6.4.1.9** Passengers can obtain all the relevant information regarding the carriage of pets and, in particular, the surcharge specified in par. 6.4.1.6 above from Panorama Aviation and its authorized agent(s).
- 6.4.1.10** Advance arrangement must be made with Panorama Aviation for the carriage of pets. It is recommended to register the pet within twenty-four (24) hours of booking so as to avoid flight changes or cancellation fees in the event that Panorama Aviation is unable to accommodate the pet on the booked flight.

6.4.2 Pets Travelling in the Cabin

- 6.4.2.1** Only pets and their cages not exceeding a weight fixed by Panorama Aviation may be accepted in the cabin.
- 6.4.2.2** Guide dogs will be accepted in the cabin, subject to the applicable regulations.
- 6.4.2.3** Panorama Aviation will not accept a pet if it is in the custody of an unaccompanied minor.
- 6.4.2.4** Pets must be placed in a carrier designed for this purpose, which is closed and fully contains the pet and in which the pet is able to stand up, turn around and breathe easily and freely.
- 6.4.2.5** Passengers undertake not to remove pets, even partially, from their carriers for the entire duration of the flight.
- 6.4.2.6** Panorama Aviation reserves the right to refuse carriage of pets because the total number of pets in cabin is limited on each flight by aircraft types and cabin configuration.

6.4.3 Pets Travelling in the Hold

Pets must be placed in a rigid plastic or fibre glass carry cage approved by the IATA.

6.5 Musical Instruments

6.5.1 General Provisions

Musical instruments are accepted as checked baggage, carry-on baggage or seat baggage, depending on their size and shape. String instruments must have their strings loosened to prevent damage caused by changes in temperature and/or pressure. In case of damage, loss or delay of musical instruments, the limit of liability for baggage is the amount defined in Section 11 of these GCC.

If, due to the substitution of aircraft, there is insufficient space to safely stow the musical instrument in the cabin, Panorama Aviation will offer to carry the musical instrument as seat baggage, if space on board and the nature of the instrument allows it, or, alternatively, to accept the instrument as checked baggage.

6.5.2 Small Musical Instruments as Carry-on Baggage

Panorama Aviation will permit a passenger to bring on board the aircraft cabin a small musical instrument, such as a violin or flute, as part of, but not in addition to, a passenger's carry-on baggage allowance according to the number and size dimensions set out in the [carry-on baggage allowance](#) if:

- 6.5.2.1** the instrument can be stowed safely in a suitable baggage compartment in the aircraft cabin or under the seat in front of the passenger, in accordance with Panorama Aviation's requirements for carriage of carry-on baggage;
- 6.5.2.2** there is space for such stowage at the time the passenger boards the aircraft; and
- 6.5.2.3** the weight of the instrument, including the case or covering exceeding the amount of free baggage allowance is subject to payment of a surcharge. Musical instruments too large for the cabin may be carried as checked baggage (see par. 6.5.4 below).

6.5.3 Musical Instruments as Seat Baggage

6.5.3.1. Panorama Aviation will permit a passenger to bring on board a musical instrument, and be transported as seat baggage if:

- 6.5.3.1.1.** the instrument is contained in a case or covered so as to avoid injury to other passengers;
- 6.5.3.1.2.** the weight of the instrument, including the case or covering, does not exceed the amount of free baggage allowance;
- 6.5.3.1.3.** the instrument can be stowed safely and securely in accordance with Panorama Aviation's requirements;
- 6.5.3.1.4.** neither the instrument nor the case contains any object not otherwise permitted to be carried in an aircraft cabin; and
- 6.5.3.1.5.** the passenger wishing to carry the instrument in the aircraft cabin has purchased an additional seat to accommodate the instrument.

6.5.3.2 The weight of the instrument, including the case or covering exceeding the amount of free baggage allowance is subject to payment of a surcharge. Musical instruments too large for the seat may be carried as checked baggage (see par. 6.5.4 below).

6.5.4 Musical Instruments as Checked Baggage

6.5.4.1 Panorama Aviation will permit a passenger to transport as checked baggage a musical instrument that cannot be carried in the aircraft cabin if:

- 6.5.4.1.1** the sum of the length, width and height measured in centimetres of the outside linear dimensions of the instrument (including the case) does not exceed the amount of free baggage allowance;
- 6.5.4.1.2** the weight of the instrument (including the case) does not exceed the amount of free baggage allowance;
- 6.5.4.1.3** the instrument can be stowed safely and securely in accordance with Panorama Aviation's requirements; and
- 6.5.4.1.4** the passenger has paid the applicable checked baggage fee.

6.5.4.2 The weight and size of the musical instrument (including the case) exceeding the amount of free baggage allowance is subject to payment of a surcharge. Baggage restrictions on dimensions and weight will also apply to the musical instrument, according to par. 6.2.2 of these GCC.

6.5.4.3 Musical instruments carried as checked baggage will be carried on the same aircraft as the passenger unless the baggage is delayed, or Panorama Aviation decides that it is impractical to carry the baggage on the same aircraft. This will also include cases of substitution of aircraft. In case of baggage delay, Panorama Aviation will take necessary steps to inform the passenger of the status of the baggage and arrange to deliver the musical instrument to the passenger as soon as possible unless applicable laws require the presence of the passenger for customs clearance.

6.5.4.4 Delicate musical instruments are not suitable for carriage as checked baggage. Passengers should contact Panorama Aviation for more information about which musical instruments are not suitable for carriage.

6.5.4.5 The passenger may make a special declaration of interest that their checked musical instrument has a higher value than Panorama Aviation's maximum liability. If the passenger does so, then the passenger must make their declaration to Panorama Aviation prior to the check-in deadline. In this case, a surcharge must be paid by the passenger. Compensation will be paid in accordance with the provisions of Section 11 of these GCC. Passengers can obtain all the relevant information regarding this special declaration of interest and the surcharge from Panorama Aviation upon request.

6.5.4.6 Panorama Aviation also has the right to provide proof, in the event of damage, that the amount declared was higher than the passenger's genuine interest at the time of delivery.

6.5.5 Fees

Musical instruments will be considered as part of the passenger's baggage allowance, carriage of which is subject to par. 6.2.2 of the present GCC.

7. SECTION VII – REFUSAL AND LIMITATIONS OF CARRIAGE

At any boarding point, Panorama Aviation may refuse to transport a passenger and their baggage, if one or more of the following cases has occurred or is likely to occur:

- 7.1** The passenger has not complied with the applicable regulations;
- 7.2** The carriage of the passenger and/or of their baggage may endanger security, health, hygiene or good order on board the aircraft, in particular if the passenger uses intimidation, behaves abusively and/or insultingly or uses abusive and/or insulting language towards passengers or the crew;
- 7.3** The passenger's physical or mental state, including any condition caused by the consumption of alcohol or the use of drugs or medication, could present a hazard or risk to themselves, other passengers, the crew or property;
- 7.4** The passenger has compromised security, order and/or discipline when checking in for the flight and Panorama Aviation has reason to believe that such conduct may be repeated;
- 7.5** The passenger is incapable to prove that they are the person whose name appears in the "passenger name" box on the ticket;
- 7.6** The passenger (or the person who paid for the ticket) has not paid the gross fare in force and/or any applicable Fees;
- 7.7** The passenger does not appear to be in possession of valid travel documents, has sought to illegally enter a territory during transit, has destroyed their travel documents during the flight, or has refused to allow copies thereof to be made and kept by Panorama Aviation, or the passenger's travel documents are expired, incomplete in light of the regulations in force or fraudulent (identity theft, forgery or counterfeiting of documents);
- 7.8** The ticket presented by the passenger:
 - 7.8.1** was acquired fraudulently or purchased from an organization other than Panorama Aviation or its authorized agent(s), or
 - 7.8.2** has been reported as a stolen or lost document, or
 - 7.8.3** has been forged or counterfeited;
- 7.9** The passenger refuses to pay a surcharge under the conditions specified in Section 6 above;
- 7.10** The passenger has not complied with the instructions and regulations relating to security or safety;
- 7.11** The passenger failed to comply with the health and safety-related requirements as may be reasonably imposed by Panorama Aviation or the government, such as requirement pertaining to temperature checks, the wearing of protective face coverings, the obtaining of a negative COVID-19 test, and respecting measures that promote social distancing.

See more information on the refusal to transport in our domestic tariff (Rule 7).

8. SECTION VIII – REFUNDS

All passengers are allowed to cancel or modify their ticket within forty-eight (48) hours prior to the scheduled departure time as indicated on their ticket. A full refund without penalty can be obtained.

Failure by the passenger to present himself for an outbound flight, the passenger will be deemed to have forfeited its tickets for this flight segment (no-show). It is understood and agreed that the total amount paid for the ticket is equivalent to the value of the damages sustained from the inability to resale the forfeited seat and that such amount will be retained by Panorama Aviation as compensation and liquidated damages; no refund will be issued.

Requests for the refund of a ticket must be submitted to the issuer of the ticket (Panorama Aviation or authorized agent(s), as applicable).

9. SECTION IX – CONDUCT ABOARD AIRCRAFT

9.1. Prohibited Conduct

- 9.1.1.** On board the aircraft, passengers must not behave in a way that is liable to discomfort, inconvenience, threaten or endanger one or more persons, property or the aircraft itself. In this respect, passengers must not hinder the crew from performing their duties and must comply with the crew's guidance, instructions and recommendations in order to ensure the security and safety of the aircraft, the smooth running of the flight and the comfort of the passengers.
- 9.1.2.** For security reasons, Panorama Aviation may prohibit or limit the use on board the aircraft of electronic devices, such as cellular telephones, laptop computers, portable recorders, portable radios, electronic games or transmitting devices, as well as all radio-controlled games and walkie-talkies, except for hearing aids and pacemakers.
- 9.1.3.** Smoking is strictly prohibited on board the aircraft.
- 9.1.4.** The consumption of alcohol is not permitted on board.
- 9.1.5.** Recording videos and/or taking photographs other than personal videos and photographs is prohibited on board the aircraft.

9.2. Sanctions

- 9.2.1.** If a passenger fails to comply with the provisions of this article, Panorama Aviation may take all the necessary appropriate and reasonable measures, pursuant to legislative and regulatory provisions. To this end, Panorama Aviation may disembark the passenger and/or use restraining measures at any stage of the flight.
- 9.2.2.** If a passenger does not comply with the provisions of this article (or with those of Section 7) or commits a criminal or reprehensible act on board an aircraft, Panorama Aviation reserves the right to take any action it deems appropriate against said passenger.

10. SECTION X – ADMINISTRATIVE FORMALITIES

10.1. General Provisions

- 10.1.1.** Passengers are required, under their own responsibility, to procure all the specific documents, visas and permits required for their journey and, where applicable, for that of their minor children and/or passengers for which they are responsible and/or pets

travelling with them, and must also comply with the applicable regulations, as well as with Panorama Aviation's instructions.

- 10.1.2.** Panorama Aviation may in no case be held liable for the consequences suffered by passengers in the event of failure to comply with the obligations referred to in par. 10.1.1.

10.2 Travel Documents

- 10.2.1** Passengers are required to present identity and travel documents, as well as health and other documents required by the regulations in force in Canada. Passengers are, moreover, required to hand over to Panorama Aviation and/or allow Panorama Aviation to make a copy of said documents, if required, or to record information contained therein.
- 10.2.2** Panorama Aviation reserves the right, in accordance with Section 7, to refuse carriage if a passenger fails to comply with the applicable regulations or if Panorama Aviation has doubts as to the validity of the documents presented.
- 10.2.3** Panorama Aviation may not be held liable for the consequences (in particular losses or expenses) suffered by passengers who fail to comply with the applicable regulations.

10.3 Refusal of Entry

If a passenger is refused entry to a territory, they must pay all the resulting charges or fines imposed on Panorama Aviation by the local Authorities, as well as the gross fare for carriage if Panorama Aviation, due to a government order, is required to return the passenger to their departure location or elsewhere. The price of the ticket purchased for carriage to the destination, for which entry to the territory was refused, shall not be refunded by Panorama Aviation.

10.4 Passenger Liability for Fines, Detention Costs, etc.

If Panorama Aviation has to pay or deposit a fine or penalty or incur expenses of any kind due to the non-compliance, whether voluntary or involuntary, by a passenger with the law in force in the territory in question, or due to a failure to present the required documents, or due to the presentation of invalid documents, the passenger must, at Panorama Aviation's request, reimburse the amounts thus paid or deposited and the disbursements incurred. For this purpose, Panorama Aviation may use any amount paid to it for non-performed carriage or any amount belonging to the passenger that is held by Panorama Aviation.

10.5 Customs Inspections

- 10.5.1** Passengers may be called on to be present at the inspection of their baggage (delayed, checked or unchecked) on the request of customs officers or any other government authority. Panorama Aviation may not be held liable for damage or losses suffered by a passenger as a result of such inspections, in particular if the latter refuses to be present at the inspection of their baggage.
- 10.5.2** Passengers must compensate Panorama Aviation if an action, an omission or a negligence on their part causes damage to Panorama Aviation due, in particular, to their failure to comply with the provisions of this article or the authorization given to Panorama Aviation to inspect their baggage.

10.6 Security Checks

- 10.6.1** Passengers are required to undergo the security and safety checks required by the Authorities, as well as on the request of Panorama Aviation.
- 10.6.2** Panorama Aviation may not be held liable following its refusal to carry a passenger, in particular in the event that such refusal is based on the profound conviction that said refusal is warranted by the applicable law, regulations and/or requirements.

11. SECTION XI – LIABILITY FOR DAMAGE

11.1. General Provisions

Panorama Aviation's liability shall be determined by these GCC, except as otherwise provided for and brought to the passenger's attention. If Panorama Aviation's liability is incurred, it will be incurred under the following conditions:

- 11.1.1** Carriage performed under these GCC is subject to the liability rules laid down by the Convention.
- 11.1.2** Panorama Aviation shall be liable for the harm caused in the event of death or bodily injury provided that the accident that caused the death or bodily injury occurred on board the aircraft or during any embarkation or disembarkation operations, as defined by Article 17 of the Convention.
- 11.1.3** To the extent that the following provisions do not conflict with the other provisions in these GCC and regardless of whether or not the Convention is applicable:
 - 11.1.3.1** Panorama Aviation's liability is limited to damage occurring during air carriage for which its designator code appears on the coupon or the ticket that corresponds to the flight. If Panorama Aviation issues a ticket for a carriage service performed by another carrier or if Panorama Aviation checks in baggage on behalf of another carrier, Panorama Aviation shall only act as an agent for said other carriers. However, as regards checked baggage, passengers are entitled to take action against the first or the last carrier involved in their journey.
 - 11.1.3.2** Panorama Aviation's liability may not exceed the amount of proven direct damage and Panorama Aviation shall not be liable, in any way, for consequential damage or any form of non-compensatory damage.
 - 11.1.3.3** Panorama Aviation may in no way be held liable for damage that results from compliance by Panorama Aviation with any provisions of the law or regulations (laws, regulations, decisions, requirements and provisions) or a failure to comply with said same provisions by the passenger.
 - 11.1.3.4** Panorama Aviation may not be held liable for damage to unchecked baggage, unless such damage is caused directly by the gross negligence or wilful misconduct of Panorama Aviation, one of its officials or agents, which must be proved by the passenger citing such damage.
 - 11.1.3.5** Panorama Aviation is not liable for any illness, injury or disability, including the death of a passenger, caused by the passenger's physical condition, nor for any deterioration in said same condition.
 - 11.1.3.6** The contract of carriage, including these GCC and all the liability exclusions or limitations contained herein, shall apply to and benefit Panorama Aviation's authorized agent(s), its officials and agents, who have performed their

jobs, its representatives and the owner of the aircraft used by Panorama Aviation, as well as the said owner's staff, employees and representatives. The overall amount recoverable from the aforementioned persons may not exceed the amount of Panorama Aviation's liability.

11.1.3.7 If negligence or another wrongful action or omission on the part of the person who is claiming compensation, or the person whose rights they hold, caused the damage or contributed thereto, Panorama Aviation shall be wholly or partially exempt from its liability with regard to said person, including in the event of death or bodily injury, in accordance with the law in force.

11.1.3.8 Except as expressly otherwise provided for, none of these provisions involve the waiver of the exclusion or limitation of the liability of Panorama Aviation, the owner whose aircraft is used by Panorama Aviation, their staff, officials, agents or representatives, in accordance with the Convention and applicable law.

11.2 Provisions Applicable to Bodily Injury

11.2.1 In accordance with Article 17(1) of the Convention, Panorama Aviation is liable for damage sustained in the event of the death or bodily injury suffered by a passenger, if the accident that caused the damage occurred on board the aircraft or in the course of any embarking or disembarking operations, pursuant to the aforementioned Convention, and subject to any liability exemptions.

11.2.2 Panorama Aviation shall not be liable for the damage if it provides proof that:

11.2.2.1 The death or bodily injuries suffered were a result of the physical or mental health of the passenger prior to the passenger boarding the flight.

11.2.2.2 The damage was caused, in whole or in part, by negligence, a wrongful act or omission on the part of the person claiming compensation, or the person whose rights they hold, in accordance with Article 20 of the Convention.

11.2.2.3 The damage is not due to negligence, or another wrongful act or omission on the part of Panorama Aviation, its officials or agents, insofar as the amount of damage exceeds one hundred twenty-eight thousand eight hundred twenty-one (128,821) special drawing rights ("**SDR**") (approximately two hundred twenty-five thousand dollars (\$225,000) CAD and subject to fluctuations) per passenger, pursuant to Article 21 (2) a) of the Convention.

11.2.2.4 The damage results solely from negligence, or another wrongful act or omission on the part of a third party, insofar as the amount of damage exceeds one hundred twenty-eight thousand eight hundred twenty-one (128,821) SDR (approximately two hundred twenty-five thousand dollars (\$225,000) CAD and subject to fluctuations) per passenger, pursuant to Article 21 (2) b) of the Convention.

11.2.3 The extent of the Panorama Aviation's liability in the event of the death or bodily injury of a passenger is not subject to any limitation. The amount of compensable damage shall cover redress of the damage, as determined by amicable agreement, expert appraisal or the competent courts.

11.2.4 Panorama Aviation reserves all rights of recourse and subrogation against all third parties.

11.2.5 In the event of death or bodily injury resulting from an air accident, pursuant to Article 17 of the Convention, a person or persons who are entitled to a claim compensation in order to meet their immediate economic needs can benefit from advance payment without delay from Panorama Aviation. Pursuant to Article 28 of the Convention, such advance payments shall not constitute a recognition of liability and may be offset against any amounts subsequently paid as damages by Panorama Aviation.

11.2.6 Said advance is not refundable except where proof is provided that negligence or another wrongful act or omission on the part of the person claiming compensation, or of the person whose rights they hold, caused the damage or contributed thereto, or where the person to whom the advance was paid was not entitled to compensation.

11.3 Provisions Applicable to Delays

11.3.1 Characteristics of compensable damage:

11.3.1.1 Solely proven damage that directly results from a delay is compensable, to the exclusion of all consequential damage or any other form of damage other than compensatory damage.

11.3.1.2 The passenger must prove the existence of damage resulting directly from the delay.

11.3.2 Extent of Panorama Aviation's liability:

11.3.2.1 Panorama Aviation shall not be liable for damage resulting from a delay if it proves that it, its officials or agents took all the measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.

11.3.2.2 Panorama Aviation is not liable for the damage resulting from a delay, if the delay is attributable to the passenger or if the passenger contributed thereto, i.e., if the damage results in whole or in part from negligence, or a wrongful act or omission on the part of the person who is claiming compensation or of the person whose rights they hold.

11.3.3 Extent of compensation:

11.3.3.1 In the event of damage suffered by passengers resulting from a delay, as defined by the Convention, and with the exception of acts or omissions on the part of Panorama Aviation or the latter's officials committed with the intention of causing damage or imprudently and with an awareness that damage could be caused, Panorama Aviation's liability is limited to the amount of five thousand three hundred forty-six (5,346) SDR (approximately nine thousand seven hundred dollars (\$9,700) CAD and subject to fluctuations) per passenger. The amount of compensation shall be determined in light of the damage proved by the passenger.

11.3.3.2 In the event of damage resulting from a delay in the delivery of checked baggage, and with the exception of acts or omissions committed with the

intention of causing damage or imprudently and with an awareness that damage could be caused, Panorama Aviation's liability is limited to the amount of one thousand two hundred eighty-eight (1,288) SDR (approximately two thousand three hundred dollars (\$2,300) CAD and subject to fluctuations) per passenger. Lump-sum compensation (intended to cover the costs of immediate requirements) may be granted to passengers.

11.4 Provisions Applicable to Baggage

11.4.1. In accordance with Article 17(2) of the Convention, Panorama Aviation is liable for damage suffered due to the destruction, loss or damage of checked baggage, if the incident that caused the damage occurred on board the aircraft or during any period during which Panorama Aviation had custody of the checked baggage.

11.4.2 Exclusions of Panorama Aviation's liability:

11.4.2.1 Panorama Aviation shall not be liable for damage suffered by a passenger's baggage when said damage results from the nature of or an inherent defect in said baggage. If the property contained in the passenger's baggage is a cause of damage to another person or Panorama Aviation, the passenger must compensate Panorama Aviation for all losses suffered and costs incurred as a result.

11.4.2.2 Panorama Aviation shall not assume any specific liability, other than that provided for in par. 11.4.3, for any damage and/or loss caused to fragile or valuable items or items that are not adequately packed, as specified in par. 6.2.1.6, unless the passenger has made a special declaration of interest as provided for in par. 6.2.3 and has paid the corresponding surcharge.

11.4.2.3 Panorama Aviation shall not be liable for damage caused in whole or in part to baggage, due to negligence, or a wrongful act or omission on the part of the person who is claiming compensation, or the person whose rights they hold.

11.4.3 Amount of Compensable Damage:

11.4.3.1 For checked baggage and with the exception of acts or omissions committed with the intention of causing damage or imprudently and with an awareness that damage could result therefrom, Panorama Aviation's liability in the event of damage shall be limited to one thousand two hundred eighty-eight (1,288) SDR (approximately two thousand three hundred dollars (\$2,300) CAD and subject to fluctuations) per passenger. If a higher value was declared, pursuant to par. 6.2.3, Panorama Aviation's liability shall be limited to the value declared, unless Panorama Aviation can provide proof that said value is higher than the passenger's genuine interest at the time of delivery.

11.4.3.2 For unchecked baggage allowed on board, Panorama Aviation may only be held liable in the event of proven fault on the part of Panorama Aviation, its officials or agents. In this case, said liability shall be limited to one thousand two hundred eighty-eight (1,288) SDR (approximately two thousand three hundred dollars (\$2,300) CAD and subject to fluctuations) per passenger.

12. SECTION XII – TIME LIMITATION ON CLAIMS AND ACTION

12.1. Notification of Claims for Baggage

The receipt of checked baggage without any complaint from the passenger within the scheduled timeframes shall constitute a presumption, unless the passenger provides proof to the contrary, that the baggage was delivered in a good condition and in accordance with the contract of carriage. All missing baggage must imperatively be declared to Panorama Aviation as soon as the flight arrives. Any declarations made subsequently may not be taken into account. In the same way, any item noted as missing from baggage must imperatively be declared to Panorama Aviation as soon as possible. Any late declarations may not be taken into account.

In the event of delay, damage or destruction of baggage, the passenger in question must file a written complaint with Panorama Aviation as soon as possible and at the latest within a period of seven (7) days (in the event of damage or destruction) and twenty-one (21) days (in the event of delay) respectively from the date on which the baggage was made available to the passenger. If a complaint is not filed within the time limits stipulated, all action against Panorama Aviation shall be inadmissible, except in the event of fraud by Panorama Aviation. If the complaint was lodged within the stipulated time limits of seven (7) or twenty-one (21) days and no agreement has been reached between Panorama Aviation and the passenger, the passenger may file an action for damages within two (2) years of the arrival date of the aircraft, or of the date on which the aircraft was scheduled to land.

12.2. Liability Actions for Passengers

All liability actions must be filed, under penalty of forfeiture, within two (2) years from the arrival at destination, or from the date on which the aircraft was scheduled to land or from the end of the carriage. The method for calculating the time limit shall be determined by the law of the court before which proceedings are brought.

12.3. Claims and Actions in Writing

All the claims or actions mentioned in paragraphs 12.1 and 12.2 above must be made in writing, within the specified time limits.

13. SECTION XIII – CUSTOMER SUPPORT

If you have any inquiries, wish to provide feedback or to submit a written complaint about Panorama Aviation's services, please contact our customer service at the following email reservation@panoramaaviation.com or by phone at the following number 1-833-989-0050.

14. SECTION XIV – GOVERNMENT-ISSUED COVID-19 TRAVEL RESTRICTIONS

We strongly encourage all customers to review the [COVID-19 Travel Restrictions](#). Travel documents, a recent negative COVID-19 test result or medical certificates as well as a quarantine may be required upon arrival. We recommend that you thoroughly check the mandatory formalities prior to departure. Travel restrictions may also apply at your destination. Please check the local

authorities' website for details. These restrictions are subject to change at any time. [Find out more about the mandatory formalities at boarding.](#)

15. SECTION XV – COVID-19 HEALTH MEASURES

In compliance with Transport Canada's Interim Order Respecting Certain Requirements for Civil Aviation Due to COVID-19 (the "**Order**"), Panorama Aviation requires all travellers to wear a face mask prior to boarding, at all times during flight, and until they exit the aircraft, with limited exceptions stated in the Order. Panorama Aviation requires anyone exempt from this requirement for medical reasons to provide a negative COVID-19 test. Moreover, the Order requires every person five (5) years old or older to provide evidence that they received a negative result for a COVID-19 molecular test prior to boarding. [For more information about our healthy and safety measures in place, please view here.](#)

16. SECTION XVI – FINAL PROVISIONS

16.1 Interpretation

In these GCC, unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders.

16.2 Titles

The titles inserted in these GCC have only been inserted to facilitate reading and may not be used to interpret, contradict, extend, or restrict the scope of these GCC.

16.3 Severability

Should any provision in these GCC be determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, all other provisions shall nevertheless remain valid, binding and effective.