

TARIFF CONTAINING RULES
APPLICABLE TO SCHEDULED SERVICES
FOR THE TRANSPORTATION OF
PASSENGERS AND BAGGAGE OR GOODS
BETWEEN
POINTS IN CANADA

ISSUE DATE	ISSUED BY	EFFECTIVE DATE
September 21, 2022	Leonardo Corrado President Sunwing 27 Fasken Drive Toronto, Ontario M9W 1K6, Canada	September 22, 2022

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EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

CTA (A)	Canadian Transportation Agency
IATA	International Air Transport Association
Cont'd	Continued
No.....	Number
\$.....	Dollar(s)
¢.....	Cent(s)
[R]	Denotes reductions
[A]	Denotes increases
[C]	Denotes changes which result in neither increases or reductions
[X]	Denotes cancellation
[N]	Denotes addition
CAN	Canadian
N/A.....	Not Applicable
Cy	Currency
Kilo's/Kg's.....	Kilograms
USD.....	U.S. Dollars
CAD	Canadian Dollars

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SECTION I - GENERAL RULES**RULE 1. DEFINITIONS AND INTERPRETATION****1.1 Definitions**

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

Air Crew means the flight crew and one or more persons who, under the authority of the Carrier, perform in-flight duties in the passenger cabin of an aircraft of the Carrier;

Air Service includes a Live Flight and a Ferry Flight;

Air Transportation Contract means with respect to Domestic Service, a contract entered into between the Passenger and the Carrier for the provision of Air Service to the Passenger and his/her Baggage and goods in the form of a Ticket issued by the Carrier or an agent of the Carrier authorized for that purpose and, in respect of Cargo, a contract entered into between the Carrier and any person for the carriage of Cargo on an Domestic Service flight;

Air Transportation Regulations mean the Regulations Respecting Air Transportation, SOR/88- 58 as amended from time to time, and any substitute regulations prescribed in relation to the subject-matter therein;

Air Waybill means a non-negotiable air-bill of the required number of copies, covering the Cargo transported by the Carrier subject to this Tariff;

Applicable Adult Fare means the fare which would be applicable to an adult for the transportation to be used except those special fares which would be applicable due to adult's status (such as senior citizens fare, etc.);

Applicable Full Fare means the full adult fare for the Class of Service designated in the Carrier's official general schedule for the aircraft, or compartment of the aircraft used by the Passenger.

APPR means the Air Passenger Protection Regulations: SOR/2019-150 enacted under the Canada Transportation Act. (N)

Assistive device means any medical device, mobility aid, communication aid or other aid that is specially designed to assist a person with a disability with a need related to their disability. (N)

Assistant a person who travels with a person with a disability and is fully capable of providing a service related to the disability that is not usually provided by the Carrier's staff.

ATPDR means the Accessible Transportation for Persons with Disabilities Regulations. (N)

Baggage which is equivalent to luggage means such articles, effects and other personal property of the Passenger as are necessary or appropriate for wear, use in connection with the Passenger trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

Baggage Check means those portions of the Ticket which provide for the carriage of Passenger(s) checked baggage and which are issued by the Carrier as a receipt for Passenger(s) checked baggage;

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Baggage Tag means a document issued by the Carrier solely for identification of checked baggage, one portion of which is attached by Carrier to a particular article of checked baggage and the other portion of which is given to the Passenger;

Boarding time deadline is the time limit specified by the carrier by which the passenger must be present at the designated boarding area of their flight. (N)**Barrier** means anything – including anything physical, architectural, technological or attitudinal, anything that is based on information or communications or anything that is the result of a policy or a practice – that hinders the full and equal participation in society of persons with an impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment or a functional limitation. (N)

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

Canada Transportation Act or **CTA** means the Canada Transportation Act, 1996, as amended from time to time;

Cargo means goods which are accepted for transport by the Carrier from a person who is not a Passenger of the Carrier, or who is a Passenger, but who has executed an agreement with the Carrier for treatment of the goods as “Cargo”, and has paid the rates as agreed upon by the Carrier and the person who has executed the agreement;

Cargo Service means the carriage of Cargo by the Carrier in accordance with the terms and provisions of this Tariff on a Domestic Service Flight;

Carrier means Sunwing [C];

Circle Trip means any trip, the ultimate destination of which is the point of origin, but which includes, at least, a stop at one other point, and which is not made via the same Routing in both directions;

Class of Service means the compartment of the aircraft in which the Passenger is entitled to be transported pursuant to the general schedule of the Carrier;

Curbside zone means an area that is located outside of a terminal where passengers are picked up or dropped off and that is owned, operated, leased or otherwise controlled by the terminal operator. (N)

Destination means the point to which the Passenger(s) to be transported on a flight is bound.

Disability means any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment — or a functional limitation — whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person’s full and equal participation in society. (N)

Domestic Service means an air service provided between points in Canada.

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Emotional support Dog means a dog that provides emotional support, comfort, or therapeutic benefits to meet the disability-related needs of a person with disability, but has not been individually trained by an organization or person specializing in such training to perform a specific task to assist the person with a disability-related need.(N)

Event of Force Majeure means an event, the cause or causes of which are not attributable to the wilful misconduct or gross negligence of the Carrier, including, but not limited to (i) earthquake, flood, hurricane, explosion, fire, storm, epidemic, other acts of God or public enemies, war, national emergency, invasion, insurrection, riots, strikes, picketing, boycott, lockouts or other civil disturbances, (ii) interruption of flying facilities, navigational aids or other services, (iii) any laws, rules, proclamations, regulations, orders, declarations, interruptions or requirements of or interference by any government or governmental agency or official thereof, (iv) inability to procure materials, accessories, equipment or parts from suppliers, mechanical failure to the aircraft or any part thereof, damage, destruction or loss of use of an aircraft, confiscation, nationalization, seizure, detention, theft or hijacking of an aircraft, or (v) any other cause or circumstances whether similar or dissimilar, seen or unforeseen, which the Carrier is unable to overcome by the exercise of reasonable diligence and at a reasonable cost;

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Fare or Fare class means the rate charged to a Passenger in respect of a particular class of Domestic Service offered by the Carrier, from time to time, as more particularly referred to in Rule 3;

Ferry Flight means the movement of an aircraft without Passengers or goods to position the aircraft to perform a flight or upon completion of a flight to position the aircraft to a point required by the Carrier;

Goods mean anything that can be transported by air, including animals, other than in plane-load and Baggage;

Itinerary means a schedule setting forth the name of the relevant Passenger(s), the flight, flight number, class of flight, flight times, as well as the Origin and Destination of the flight issued to a Passenger on payment of the appropriate rates and charges in respect of that flight;

Large Carrier APPR means a carrier that has transported a worldwide total of two million passengers or more during each of the two preceding calendar years. (N)

Live Flight means the movement of an aircraft with Passengers or Goods from the point of take-off at the Origin to a point or points of landing thereafter, inclusive of the point of landing at the Destination (intermediate technical or fuel landings excepted);

Mobility aid means any manual or electric wheelchair, scooter, boarding chair, walker, cane, crutch, prosthesis or other aid that is specially designed to assist a person with a disability with a need related to mobility.(N)

Origin means the point from which a flight commences with the Passengers to be transported;

Outward Destination means that Stopover point on the Passenger's Itinerary which is furthest from the Passenger's point of Origin;

Passenger means any person, except members of the Air Crew, carried or to be carried in an aircraft with the consent of the Carrier pursuant to an agreement;

Passenger Liability means the legal liability of the Carrier to any Passenger or other person in respect of a Passenger, arising from the Carrier's operation, ownership or possession of an aircraft, for:

- (a) injury to or death of persons who are Passengers;
- (b) losses suffered or sustained by a Passenger or other person as a result of the Carrier's inability to perform, in whole or in part, the Air Service contracted for;
- (c) damage to or loss of Goods in the Carrier's charge; or
- (d) losses due to any delay in delivery of any Goods in the Carrier's charge.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

Person means an individual, firm, corporation, association, partnership, or other legal entity, as the context requires or otherwise permits;

Person with a disability means a person with any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment — or a functional limitation — whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person’s full and equal participation in society. (N)

Prepaid Ticket Advice means the notification between offices of a Carrier or between Carriers that a Person in one location has purchased and requested issuance of prepaid transportation as described in the authority to another Person in another location.

Priority baggage means baggage that will be the last items to be stowed in the aircraft hold and the first items to be removed. Aids required for the mobility or well-being of persons with disabilities shall be treated as priority baggage.

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Required for safety purposes means required by law in order to reduce risk to passenger safety and includes required by safety decisions made within the authority of the pilot of the aircraft or any decision made in accordance with a safety management system as defined in subsection 101.01(1) of the *Canadian Aviation Regulations* but does not include scheduled maintenance in compliance with legal requirements.(N)

Reroute means to issue a new Ticket covering transportation to the same destination as, but via a different Routing than that designated on the Ticket, or portion thereof, then held by the Passenger, or to honour the Ticket, or portion thereof, then held by the Passenger for transportation to the same destination as, but via a different Routing than, that designated thereon;

Round Trip means any trip, the ultimate destination of which is the point of origin, and which is made via the same Routing in both directions;

Routing means the Carrier(s) and/or the cities and/or Class of Service and/or type of aircraft via which transportation is provided between two points, as specified in this Tariff;

Self-reliant means that a person does not require services related to a disability beyond that normally provided by the carrier, or beyond that which applicable rules or regulations require the carrier to provide.(N)

Service dog means a dog that has been individually trained by an organization or person specializing in service dog training to perform a task to assist a person with a disability with a need related to their disability. (N)

Severe allergy means an allergy to an allergen that may cause a person to experience significant physical distress if they are directly exposed to the allergen. (N)

Situations outside the carrier's control include, but are not limited to the following:

- war or political instability;
- illegal acts or sabotage;
- meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;
- instructions from air traffic control;
- a NOTAM, (Notice to Airmen) as defined in subsection 101.01(1) of the *Canadian Aviation Regulations*;
- a security threat;
- airport operation issues;

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- a medical emergency;
 - a collision with wildlife;
 - a labour disruption within the carrier or within 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 of the aircraft concerned, or by a competent authority; and
 - an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security. (N)

Small Carrier APPR means any carrier that is not a Large Carrier APPR. For greater certainty, Small Carrier APPR means a carrier that has not transported a worldwide total of two million passengers or more during each of the two preceding calendar years. (N)

Special drawing rights (SDR) is a unit of account of the International Monetary Fund. (N)

Support person means a person who is needed by a person with a disability, because of the nature of their disability, after departure and before arrival for assistance with eating meals, taking medication, using the washroom, transferring to and from a passenger seat, orientation and communication; or for physical assistance in an emergency, including in the case of an evacuation or decompression. (N)

Stopover means a deliberate interruption of a journey by the Passenger, agreed to in advance by the Carrier, at a point between the place of departure and the place of destination;

Tarmac delay occurs when a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed. (N)

Tariff means this tariff of terms and conditions of carriage applicable to the provision of Domestic Services and ancillary services thereto;

Ticket means the electronic confirmation generated by the Carrier's central reservations system, or confirmation number, Baggage Check and accompanying notices, if any, that incorporate this contract of carriage;

Traffic means any Passengers, Goods or mail that is transported by air;

Voucher means a monetary credit provided either in paper or electronic format to a passenger that may be used toward future travel services or the provision of incidental services such as meals, ground transportation, and hotel accommodation.(N)

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1.2 Currency

All rates and charges published in this Tariff are published in the lawful currency of Canada.

1.3 Mileage Determination

For the purposes of computing all rates and charges under this Tariff, the mileage to be used, including both Live Flight and Ferry Flight mileage, will be the shortest mileage covering the actual airport to airport great circle distance of the applicable flight, using the following sources in the order set out below or in combination:

- (a) Air Distance Manual, published jointly by International Air Transport Association and International Aeradio Limited;
- (b) IATA Mileage Manual, published by the International Air Transport Association;
- (c) Jeppesen Airway Manual, published by Jeppesen & Co. GmbH, Frankfurt, Germany;
- (d) Book of Official C.A.B. Airline Route Maps and Airport Mileages, revisions thereto, and reissues thereof, published by Airline Tariff Publishing Company;
- (e) And/or any combination thereof.

RULE 2. APPLICATION OF TARIFF

2.1 Application

- (a) This Tariff shall apply to the Traffic and transportation of Passengers, Goods and/or Cargo using aircraft operated by the Carrier, which is a Large Carrier in respect of a Domestic Service or a Cargo Service.

For the purposes of APPR Sunwing Airlines Inc. is considered a largecarrier.

The obligations of the carrier under APPR form part of this tariff and supersede any incompatible or inconsistent term and condition of carriage set out in the tariff to the extent of such inconsistency or incompatibility, but do not relieve the carrier from applying terms and conditions of carriage of this tariff that are more favorable to the passenger than the obligations set out in the APPR.

The obligations of the carrier under ATPDR form part of this tariff and supersede any incompatible or inconsistent term and condition of carriage set out in the tariff

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- to the extent of such inconsistency or incompatibility, but do not relieve the carrier from applying terms and conditions of carriage of this tariff that are more favorable to the passenger than the obligations set out in the ATPDR.
- (b) This Tariff contains the conditions of carriage and practices upon which the Carrier transports and agrees to transport and are expressly agreed to by the Passenger to the same extent as if such rules were included as conditions in the contract of carriage. Transportation is subject to the rules, Fares and charges in effect on the date on which such transportation commences at the point of Origin designated on the Tickets.
- (c) This Tariff contains the Fares, rates, charges and terms and conditions of carriage and practices upon which the Carrier transports and agrees to transport and are expressly agreed to by the Passenger to the same extent as if such rules were included as conditions in the contract of carriage. Except as provided herein, the Carrier's general rule provisions (terms and conditions) are subject to fare rule provisions which are considered to be part of this Tariff. The Carrier will at the time of ticket purchase inform the Passenger of any fare rule or condition which is associated with the Fare Passenger is purchasing. Fares, rates, charges and applicable terms and conditions are published and filed through the Airline Tariff Publishing Company (ATPCO) in Tariff 526 (the "ATPCO Tariff") or as published on the Carrier's website.
- (d) References to pages, rules, items and notes are continuous and include revisions, supplements thereto and reissues thereof.
- (e) The Carrier will be responsible for the furnishing of transportation only over its own lines. When any Carrier undertakes to issue a Ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier (whether or not such transportation is part of a through service), such Carrier will act only as agent for such other carrier and will assume no responsibility for the acts or omissions of such other carrier. The Carrier does not code share with any other carrier.
- (f) No agent, employee or representative of the Carrier has authority to alter, modify or waive any provisions of the air transportation contract or of this Tariff unless authorized in writing by an officer of the Carrier
- (g) The obligations of the Carrier under the APPR form part of the tariff and supersede any incompatible or inconsistent term and condition of carriage set out in the tariff to the extent of such inconsistency or incompatibility, but do not relieve the Carrier from applying terms and conditions of carriage that are more favorable to the passenger than the obligations set out in the APPR .

Should any of the provisions of these Rules or the provisions of the APPR be contrary to the Montreal Convention, or, where applicable, the Warsaw Convention, or to the provisions of the *Transportation Modernization Act*, the provisions of the Montreal Convention, or, where applicable, the Warsaw Convention or the provisions of the *Transportation Modernization Act* shall prevail.

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2.2 Air Transportation Contract or Ticket Requirement

No Domestic Service or Cargo Service shall be furnished by the Carrier under the terms of this Tariff unless an appropriate written Air Transportation Contract, in the form prescribed by the Carrier, is executed by the Passenger and the Carrier or a Ticket is issued to the Passenger by the Carrier or unless, in respect of a Cargo Service, an appropriate written Air Transportation Contract in the form prescribed by the Carrier is executed by the shipper and the Carrier.

2.3 Incorporation of Tariff into Air Transportation Contract

The contents of this Tariff shall form part of any Air Transportation Contract between the Carrier and a Passenger (including with respect to the Passenger's Goods), between the Carrier and any other Person in respect of Cargo Services, and if there is a conflict between this Tariff and that contract, this Tariff shall prevail.

2.4 Conditions of Application

Unless otherwise specified herein, all Domestic Services and Cargo Services provided by the Carrier under this Tariff shall be subject to the rules published or referred to in this Tariff in effect, from time to time, by virtue of the effective date on each page, on the date of signing of an Air Transportation Contract, or the issuance of a Ticket. The Fares, rates and charges shall be referred to in this Tariff or on the Carrier's website.

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RULE 3. RATES AND CHARGES – DOMESTIC SERVICE**3.1 Domestic Service Fares, Rates and Charges**

Fares, rates and charges are filed through the Airline Tariff Publishing Company (ATPCO) in Tariff 526 (the “ATPCO Tariff”) or as published on the Carrier’s website.

3.2 Payment Terms

Payments terms are filed through the ATPCO Tariff.

3.3 Passenger Cancellation, Change and Refund Terms

Passenger rights of cancellation, change and/or refund are filed through the ATPCO Tariff.

3.4 Fares Rates and Charges

All fares are due and payable by a passenger at the time of the booking of the flight and on payment in respect of such flight, the Carrier, or an agent of the Carrier, authorized for that purpose, shall issue an itinerary to the passenger setting forth details of the flight.

RULE 4. CARGO

Carrier’s acceptance of Cargo onboard any flight, shall be subject to the following conditions:

- (a) The Carrier shall have the right, but not the obligation, to make such inspections of Cargo as it deems necessary or appropriate, with or without the shipper’s consent or knowledge. The existence or exercise of such right shall not be construed as an agreement, expressed or implied, by the Carrier to carry such Cargo as would otherwise be precluded from carriage in accordance with this Tariff.
- (b) The Carrier shall not be liable for any damage to any Cargo resulting from exposure to electro-magnetic x-ray or fluoroscopic metal or other detecting devices as a result of any such inspections.
- (c) All Cargo presented for carriage shall be crated or otherwise suitably enclosed and be of weight, size and character that is suitable for carriage on the aircraft.

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(d) Perishable Goods shall be properly packed by the shipper to prevent damage, or deterioration in flight. The Carrier shall not be liable for any loss, damage, deterioration or destruction of perishable Goods regardless of its cause, including loss, damage, deterioration or destruction resulting from delay in departure or enroute unless directly caused by the gross negligence or willful misconduct of the Carrier.

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- (e) **Non-acceptance by Consignee** – where any Goods are refused by the consignee, or effective arrangements have not been made by the shipper for the consignee to accept the Goods at the destination, or where instructions for disposal cannot be obtained from the shipper or consignee, or where there is danger that the Goods shall become worthless because of delay in transit or delivery or non-delivery, the Carrier shall without prior notice, dispose of the Goods upon such terms as shall appear fit and proper to the Carrier with any and all costs of disposal, delivery or storage thereof payable by the shipper.
- (f) **Refusal of Carriage** – the Carrier shall refuse to carry or shall remove enroute any Cargo when:
- (i) Such Cargo:
- May endanger the safety of the aircraft, Air Crew, other Cargo, Passengers or Baggage;
 - Is shipped contrary to any applicable laws, regulations or orders of any place to be flown from, into or over;
 - Is likely to be damaged by air carriage;
 - Is improperly packed or otherwise defective.
- (ii) The weight, size or character of the Cargo is unsuitable for carriage on the aircraft.
- (g) **Restricted Articles**

In addition to the rules set forth in this Tariff, the provisions of the IATA Restricted Articles Regulations shall apply in connection with carriage in the aircraft.

RULE 5. TRAVEL DOCUMENTS

5.1 Responsibility of Passenger

Each Passenger will be responsible for having all necessary travel documents and/or appropriate identification.

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RULE 6. CAPACITY LIMITATIONS

The Carrier may limit the number of Passengers carried on any one flight at Fares governed by rules making reference hereto and such Fares will not necessarily be available on all flights operated by the Carrier. The number of seats which the Carrier shall make available on a given flight will be determined by the Carrier's best judgment as to the anticipated total Passenger load on each flight.

RULE 7. TRANSPORTATION OF A PERSON WITH A DISABILITY**(a) Transportation of Passengers with Disabilities:****(i) Definitions**

A Passenger whose physical, medical or mental health condition requires individual attention on enplaning, deplaning, during flight in an emergency evacuation or during ground handling which is normally not extended to other Passengers.

- (a) "**Ambulatory**" - a Person who is able to move within the aircraft unassisted.
- (b) "**Non-Ambulatory**" - a Person who is not able to move within the aircraft unassisted.
- (c) "**Self-Reliant**" - a Person who is independent, self-sufficient and capable of taking care of all physical needs during the flight, and who requires no special or unusual onboard attention beyond that afforded to the general public, except that assistance boarding and deplaning may be required.
- (d) "**Non-Self Reliant**" - means a Person who is incapable of self-care during flight and therefore dependent upon an assistant.
- (e) "**Determination of Self - Reliance**" – the Carrier will accept the disabled Person's determination as to self-reliance.
- (f) "**Assistant (Personal Attendant)**" - a Person who is physically capable of providing assistance of a personal nature (i.e. using the washroom, eating, taking medication) to Non-Self Reliant Person during flight.
- (g) "**Wheelchair - Athlete**" - non-ambulatory Person with upper body and arm development such as to make him/her physically capable of egressing an aircraft in an emergency with minimal assistance, and who is a member of a bonafide sports organization.

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(h) "**Service animal**" - means an animal that is required by a Person with a disability for assistance and is certified in writing as having been trained to assist a Person with a disability by a professional service animal institution and which is properly harnessed in accordance with standards established by a professional service animal institution.

(ii) Acceptance of a Passenger with a disability

- (a) Carrier will accept the determination of a Person with a disability as to self-reliance. When a Passenger has advised a Carrier of his self-reliance, a Carrier shall not refuse such Passenger transportation on the basis that there is a lack of escort or that the Passenger may require additional attention from airline employees.
- (b) Carrier will refuse to transport or will remove at any point, any Passenger whose mental or physical condition is such as to render him incapable of caring for himself/herself without assistance, unless:
 - (i) he/she is accompanied by an attendant who will be responsible for caring for him enroute, and;
 - (ii) with the care of such attendant, he/she will not require unreasonable attention or assistance from employees of the Carrier.

Passengers with a disability will be accepted for transportation as outlined below:

<u>Disability</u>	<u>Assistant Required</u>	<u>Maximum Per Flt.</u>
Mental health disability/self-reliant	No	No Limit
Mental health disability /non self-reliant	Yes	No Limit
Visual impairment	No	No Limit
Hearing impairment	No	No Limit
Hearing and visual impairment /Self-reliant	No	No Limit
Visual and hearing impairment /Non Self-reliant	Yes	No Limit
Intellectual /Self-reliant	No	No Limit
Intellectual /Non-self-reliant Passenger	Yes	No Limit
requiring wheelchair:		
- Ambulatory/Self-reliant	No	No Limit
- Ambulatory/Non-self-reliant	Yes	No Limit
- Non-ambulatory/Self-reliant	No	No limit
- Non-ambulatory/Non-self-reliant	Yes	No limit

Note 1: Seating will be in accordance with Transport Canada Guidelines.

(iii) Medical Clearance

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

(iv) Seating restrictions

Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows, over-wing emergency exit rows.

(v) Reservations/Check-in requirements

Reservation should be made at least 48 hours in advance of travel advising the nature of the disability and the assistance that will be required. However every effort will be made to accommodate Passenger's request who fail to make their reservation 48 hours in advance.

(vi) Acceptance of Mobility Aids

The Carrier will accept in addition to the regular free Baggage allowance, the following items as priority checked Baggage without charge and which will be stowed in the Baggage compartment of the aircraft unless otherwise indicated below:

- (a) Canes and crutches will be stowed in the Passenger cabin of the Aircraft.
- (b) Manually operated wheelchairs and walkers.
- (c) Scooters or wheelchairs with non-spillable batteries (with terminals disconnected and taped) will be accepted and transported by the Carrier according to Dangerous Goods Regulations.
- (d) Mobility aids such as, but not limited to manually operated wheelchairs and walkers.
- (e) If a mobility aid is damaged or lost, the Carrier will immediately provide a suitable temporary replacement without charge. If a damaged aid can be repaired, the Carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the Passenger as soon as possible. If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours after the Passenger's arrival, the Carrier will, at its discretion, replace it with an identical aid satisfactory to the Passenger, or reimburse the Passenger for the replacement cost of the aid.

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NOTE: Notwithstanding the normal Carrier liability as contained in this rule, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked Baggage or otherwise. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid.

- (f) Walkers, Crutches and canes may be retained in the Passengers custody provided they are stowed in accordance with the Carrier's safety regulation.

(vii) Service Animals

The Carrier accepts for transportation, without charge a properly harnessed service animal certified as having been trained by a professional service animal institution to lead a Passenger with a visual impairment, and/or assist Passenger with a hearing impairment, who is dependent upon such a service animal. The service animal will be permitted to accompany such Passenger into the cabin, but will not be permitted to occupy a seat. For the comfort of all Passengers, the Carrier staff will determine, in consultation with the Person with a disability, where he/she and the service animal will be seated. Service animals will not be carried unless proper permits are obtained for entry into the countries of transit/final destination, and such permits are presented prior to commencement of travel. Should injury to or death of a service animal result from the fault or negligence of the Carrier, the Carrier will undertake to provide expeditiously, and at its own expense, for medical care, and if necessary, replacement of the animal.

(viii) Additional Services

The Carrier will ensure that services are provided to Persons with disabilities when a request for such services is made at least 48 hours prior to departure, and will make reasonable efforts to accommodate requests not made within this time limit.

Services to be provided upon request will include:

1. Assisting with registration at the check-in counter;
2. Assisting in proceeding to the boarding area;
3. Assisting in boarding deplaning;
4. Assisting in stowing and retrieving carry-on Baggage and retrieving checked Baggage;
5. Assisting in moving to and from an aircraft lavatory;
6. Assisting in proceeding to the general public area or, in some cases, to a representative of another carrier;
7. Assisting in transferring a Person between the Person's own mobility aid and a mobility provided by the Carrier;

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8. Assisting in transferring a Person between a mobility aid and the Person's Passenger seat;
9. Providing limited assistance with meals, such as opening packages, identifying items and cutting large food portions;
10. Inquiring periodically during a flight about a Person's needs, and
11. Briefing individual Passengers with disabilities and their attendant on emergency procedures and at the layout of the cabin.

RULE 8. REFUSAL TO TRANSPORT

(A) In the reasonable exercise of the Carrier's discretion, the Carrier may refuse to carry a Passenger or a Passenger's Baggage on the Carrier's flights, if the Carrier has previously notified the Passenger in writing of prohibited conduct as mentioned in (C) (iv) below. The Carrier may also refuse to carry the Passenger or the Passenger's Baggage if one of the following has occurred, or the Carrier has reason to believe will occur, in which case there will be no refund of the Passenger's Ticket:

- (i) Such action is necessary in order to comply with any applicable national or international regulations; or to comply with any government request for emergency transportation in connection with national defence, or wherever such action is necessary or advisable by reason of weather or other conditions beyond its control (including but without limitations: acts of God, Event of Force Majeure, strikes, civil commotion, embargoes, wars, hostilities or disturbances) actual, threatened or reported; or
- (ii) When the Passenger refuses on request to produce positive identification; or
- (iii) When a Passenger is to travel across any international boundary, if:
 - (a) the travel documents of such Passengers are not in order; or
 - (b) for any reason, such Passenger's embarkation from, transit through, or entry into any country from, through, or to which such Passenger desires transportation would be unlawful; or
 - (c) such Passenger fails or refuses to comply with the rules and regulations of the Carrier; or
 - (d) the Passenger does not appear to have valid travel documents and may seek to enter a country which he or she is only entitled to transit, or for which the Passenger does not have valid travel documents, destroys his or her travel documents during flight or refuse to surrender his or her travel documents to the Air Crew – against receipt – when so requested; or
- (iv) The carriage of the Passenger or the Passenger's Baggage may endanger or affect the safety, health, or materially affect the comfort of other Passengers or Air Crew; or

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- (v) The Passengers mental or physical condition, including impairment by alcohol or drugs (except a medical patient under proper care), presents a hazard or risk to yourself, to Passengers, to Air Crew or to property; or
 - (vi) The Person's conduct, or condition is or has been known to be verbally or physically abusive, offensive, threatening, intimidating, violent or otherwise disorderly and in the reasonable judgment of a Carrier employee there is a possibility that such Passenger(s) would cause disruption or serious impairment to the physical comfort or safety of other Passengers or Carrier's employees, interfere with an Air Crew member in the performance of his duties aboard Carrier's aircraft, or otherwise jeopardize safe and adequate flight operations; or
 - (vii) The Person fails to observe the instructions of the Carrier and its employees, including instructions to cease prohibited conduct; or
 - (viii) The Person is unable/unwilling to sit in the seat with the seatbelt fastened; or
 - (ix) The Person smokes or attempts to smoke in the aircraft; or
 - (x) The Person uses or continues to use a cellular phone, a laptop computer or an electronic device on board the aircraft after being advised to cease such use by a member of the Air Crew; or
 - (xi) The Person is filming, photographing, or, recording images or data, by any electronic means, of other Passengers and/or employees/representatives of the Carrier without the express consent of the person(s) being filmed, photographed or recorded, or continuing to do so after being advised to cease such conduct by an employee/representative of the Carrier; or
 - (xii) The Person is wearing or has on or about their Person concealed or unconcealed deadly or dangerous weapons, provided, however, that Carrier will carry Passengers who meet the qualification and conditions established in appropriate Regulation; or
 - (xiii) The Person is manacled and in the custody of law enforcement personnel; or
 - (xiv) The Person has resisted or may reasonably be believed to be capable of resisting escorts; or
 - (xv) The Passengers mental or physical condition is such as to render him /her incapable or caring himself/herself without assistance or medical treatment enroute unless:
 - (a) He/She is accompanied by a ticketed attendant who will be responsible for caring for him/her enroute; and
 - (b) With the care of such attendant he/she will not require unreasonable attention or assistance from Carrier personnel; or
 - (xvi) The Passenger appears to have an obvious contagious disease; or has an offensive odour (for example, such as from a draining wound); or

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- (xvi) The Passenger has committed misconduct on a previous flight, and the Carrier has reason to believe that such conduct may be repeated; or
- (xvii) The Passenger has refused to submit to a security check; or
- (xviii) The Passenger has not paid the applicable Fare, taxes, fees or charges; or
- (xix) The Passenger presents a Ticket that has been acquired unlawfully, has been purchased from an entity other than the Carrier or its Authorized Agent, or has been reported lost or stolen or the Passenger cannot prove that he or she is the Person named in the Ticket; or
- (xx) The Passenger fails to observe the Carrier's instructions with respect to safety and security or other instructions; or
- (xxi) The Passenger has resisted or may reasonably be believed to be capable of resisting his or her attendant; or
- (xxii) The Passenger fails to meet the stipulated cut-off times at the check-in counter or at the gate in accordance with Rule 15(5).

(B) Sanctions

Where, in the exercise of its reasonable discretion, the Carrier decides that the Passenger has engaged in prohibited conduct described above, the Carrier may impose any one or a combination of any of the following sanctions:

- (i) Removal of the Passenger at any point;
- (ii) The Carrier may stipulate that the Passenger is to follow certain probationary conditions such as to not engage in prohibited conduct, in order for the Carrier to provide transport to said Passenger. Such probationary conditions may be imposed for any length of time, which, in the exercise of the Carrier's reasonable discretion, is necessary to ensure the Passenger's continued compliance with the prohibition of certain conduct; or
- (iii) Refuse to transport the Passenger. The length of such refusal to transport may range from a one-time or other specified number to an indefinite lifetime ban. The length of the refusal period will be in the Carrier's reasonable discretion, and will be for a period commensurate with the nature of the prohibited conduct and until the Carrier is satisfied that the Passenger no longer constitutes a threat to the safety of the other Passengers, Air Crew or the aircraft or to the comfort of the other Passengers or Air Crew; the unhindered performance of the Air Crew members in their duty aboard; or safe and adequate flight operations.

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(C) The following conduct is likely to result in an indefinite ban, up to lifetime ban:

- (i) The Person continues to interfere with the performance of an Air Crew member's duties notwithstanding verbal warnings by the Air Crew to stop such behaviour;
- (ii) The Person injures or subjects to a credible threat of injury to an Air Crew member or other Passengers;
- (iii) The Person has conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs; or
- (iv) The Person repeats a prohibited conduct after receiving a notice of probation as mentioned in (A) above.

(D) The remedies set out in this Rule are without prejudice to a Carrier's other rights and recourses, namely to seek recovery of any damage resulting from the prohibited conduct or as otherwise provided in the Carrier's Tariffs.

(E) Recourse of the Passenger and Limitation of Liability

Where the Person is subject to probationary conditions imposed by the Carrier or where a Person has been refused carriage on a one-time or other specified basis or is subject to an indefinite or lifetime ban, the Person may provide to the Carrier, in writing the reasons the Carrier should remove the sanction. Carrier will respond to the Passenger within a reasonable period of time with Carrier's assessment as to the need or not to continue applying the sanction(s). Carrier shall not be liable for its refusal to transport any Passenger or for its removal of any Passenger in accordance with the preceding paragraphs of this rule.

Despite anything written elsewhere in this Tariff the Carrier's sole liability to a Person whom the Carrier refuses to carry following an incident of prohibited conduct is to provide a refund to the Person of the unused portion or portions of the Person's Fare.

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RULE 9. ACCEPTANCE OF CHILDREN AND YOUNG PASSENGERS**A. General**

- (i) Children under 12 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a Passenger at least 16 years of age.
- (ii) Children of ages between 5 to 11 years inclusive travelling alone will only be accepted as Unaccompanied Minors (UM)
- (iii) A request for unaccompanied minor has to be made directly with Sunwing Reservations at least 12 hours prior to the schedule time of departure of the concerned flight
- (iv) Unaccompanied Minors will be carried on direct flights only.
- (v) The child is brought to the airport check-in by a parent or a responsible adult who must present positive photo-identification.
- (vi) The child has satisfactory evidence establishing his/her age on the date of commencement of travel.
- (vii) The child possesses written information showing the name and address of the responsible adult meeting the child at destination.
- (viii) The child is in possession of all proper identification/documentation required for entry in destination.
- (ix) The Unaccompanied Minor form/ paperwork is verifiably complete and signed by the parent/accompanying adult.
- (x) Prior to releasing custody of an unaccompanied child the agent will obtain positive identification of the responsible party meeting the child and the signature of the said party.
- (xi) Unaccompanied children will not be accepted for carriage if the travel includes a connection from another flight of the Carrier or any other carrier.
- (xii) After check-in, the parent/guardian who has brought the child to the airport will retain custody of the child until an hour before the departure of the flight, after which the Carrier will take responsibility of the unaccompanied child.
- (xiii) The parent/guardian of the unaccompanied child must remain at the airport until 30 minutes after the flight has departed; in the event of a flight delay or cancellation, the parent/guardian will take charge of the child.
- (xiv) Should any other Person, other than the one authorized as per the completed forms, attempt to receive the unaccompanied child, the drop-off parent/guardian must provide authorization to do so.
- (xv) If the Person authorized to receive the unaccompanied child, as per the completed forms, is not available at the time of arrival and/or within a reasonable amount of time, the Carrier will take necessary action as it deems reasonable.
- (xvi) On Domestic flights a child travelling alone must have their own passport and visas. A parent's passport in which they are listed cannot be used. Some countries also have specific limitations regarding the expiry date and other features of the passport. Additionally, some countries require special documentation, such as a notarized letter stating the child has permission to fly alone.

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- (xvii) The Carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult Passenger.
- (xviii) The Carrier reserves the right to refuse transportation to the child and accompanying adult if a seat has not been purchased for the child and the Carrier does not assume any liability for any consequence thereof.

B. Assignment of seats to accompanied children under the age of 14 years

1. In order to facilitate the assignment of a seat to a child who is under the age of 14 years that is in close proximity to an accompanying person (parent, guardian or tutor) in accordance with part (2) (below), the carrier will, at no additional charge:
 - I. advise passengers before check-in that the carrier 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,
 - II. assign seats at the time of check-in, if possible,
 - III. if it is not possible to assign seats at the time of check-in, the carrier will, via an announcement at the gate, ask for volunteers to change seats at the time of boarding, and
 - IV. 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,
 - V. the carrier will ask again for volunteers on-board the aircraft to change seats before take-off.

2. Proximity to accompanying person's seat

The carrier will facilitate, pursuant to the steps outlined in (1) (above), the assignment of a seat to a child who is under the age of 14 years by offering, at no additional charge:

- a) in the case of a child who is 4 years of age or younger, a seat that is adjacent to their accompanying person's seat;
- b) in the case of a child who is 5 to 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
- c) in the case of a child who is 12 or 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.

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3. At the Time of Check-in

If advance seat selection is not chosen by the Accompanying Child's parent(s) or guardian(s), the following steps will be taken by Carrier free of charge pursuant to the provisions of paragraphs 1.

- i. Sometimes due to unavailability of unassigned seats if it is not possible to seat the whole family together, then at least one parent or guardian member of the family will be seated in accordance with age proximity seating policies outlined in paragraph 2.
- ii. In an effort to accommodate Passengers with special seating requests, Carrier blocks two rows of six seats each on each flight for availability of such Passengers having special requests for seat selection at check-in. Special seating requests include, but also extend beyond, requests by parents or guardians for seating with a child.
- iii. Remaining available seats are selected by Passengers on a first come, first served basis.

4. At Time of Boarding

Prior to boarding, at time of check-in closure, if a situation is known where a minor child is not seated with a Parent/Guardian, the check-in counter will follow steps indicated in paragraph 1.

5. On Board the Aircraft

- I. Should a circumstance arise where available seats, if any, prevent age proximity seating of an Accompanying Child with at least one parent or guardian, the situation will be brought to the attention of the Cabin Safety Manager.
- II. The Ground Supervisor will work to attempt to resolve the situation together with the Cabin Safety Manager, through seeking volunteers on board to move seats to accommodate the Accompanying Child, not seated with at least one parent or guardian.

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RULE 10. LIMITATION OF LIABILITY - PASSENGERS

- (a) The liability of the Carrier in respect of the death of, or injury to, a passenger is limited to the sum of **\$100,000** exclusive of legal fees and costs, per passenger, per incident.
- (b) In no cases shall the Carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.
- (c) The Carrier is not liable:
 - (i) In the case of any passenger whose age or mental or physical condition, including pregnancy, is such as to involve an unusual risk or hazard, for any damages sustained by that passenger that would not have been sustained but for his/her age or mental or physical condition; or
 - (i) In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

RULE 11. LIMITATION OF LIABILITY FOR BAGGAGE OR GOODS

- (a) Subject to paragraph (b) of this Rule, the liability of the Carrier in respect of loss, or damage to, or delay of baggage, whether caused directly or indirectly by the act, neglect or default of the Carrier or not, is limited to 1,131 SDR which is the approximate equivalent of CAD\$2,000 (per passenger) for all baggage.
- (b) In addition to the above:
 - (i) In no case shall the Carrier's liability exceed the actual loss suffered by the Passenger. All claims are subject to adequate proof of amount of loss.
 - (ii) In the case of damage or partial loss, the Person entitled to delivery must complain to the Carrier forthwith after discovery of the damage or partial loss, and, at the latest, within seven days from the date of receipt of the Baggage. In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the Baggage has been placed at his disposal. In the case of loss, the complaint must be made at the latest within 30 days from the date the Baggage should have been delivered. The Passenger must notify the Carrier immediately upon arrival in the case of missing checked-in Baggage. Every complaint, whether for loss, partial loss, damage or delay, must be made in writing and must be dispatched within the times aforesaid. Failing complaint within the times aforesaid, no action shall lie against the Carrier.

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- (iii) All Baggage must be suitably identified externally and packed in suitcases or in similar containers in order to ensure safe and convenient carriage with ordinary care and handling. Fragile or perishable articles, including medication or medical devices money, jewellery, silverware, laptop computers, personal audio/video devices, negotiable documents, securities, samples of business documents or other valuables (other than articles of clothing) shall not be accepted as checked Baggage. Any such items declared or found in checked Baggage are subject to removal prior to the Baggage in question being accepted for carriage by the Carrier.
- (iv) The Carrier shall not be liable for damage to fragile, valuable or perishable items where such damage is the result of the inherent defect, quality or vice of the item in question. Unsuitably or inadequately packed items will be accepted at the Carrier's discretion and, where accepted a limited release tag will be issued recording all the Baggage deficiencies of such checked Baggage, compensation may be denied as a result of the afore-mentioned factors. The Carrier assumes liability for the delay in delivery of any perishable items accepted as checked Baggage in the event it has failed to take all reasonable measures to avoid such delay.
- (v) No claim shall be eligible under this Rule unless the Person presents a valid Baggage Tag issued by the Carrier for the lost, damaged or delayed bag.
- (vi) Notwithstanding paragraphs a) and b) of this rule, in the case of damaged Baggage, the Carrier's liability shall be limited to repairing the damaged bag, paying the cost of the repair, if such were pre-approved by the Carrier on the basis of an estimate or replacing the bag if it is not repairable.
- (vii) In the case of unclaimed Baggage which cannot be identified, the Carrier will hold the Baggage and items therein for up to 30 days, subsequent to which it will dispose of the bag and its contents as it sees fit. If the Baggage can be identified by a name, address, telephone number, the Carrier will make reasonable efforts to inform the Passenger that his/her bag is in the possession of the Carrier and that he/she should make arrangements at his/her own cost and expense for collecting the said Baggage within 30 days after which time the Carrier will dispose of the bag and its contents as it sees fit.
- (viii) The Carrier is not liable for any damages directly and solely arising out of its compliance with laws, government regulations, order or requirements or from the failure of the Passenger to comply with same or out of any cost beyond the Carrier's control.

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- (ix) The Carrier is not liable for damage to the Passenger's Baggage caused by contents in the Passenger's Baggage. Any Passenger whose property cause damage to another Passenger's Baggage or to the property of the Carrier will compensate the Carrier for all the losses and expenses it incurs as a result of the above.
- (x) In the event of loss or partial loss the Passenger must provide adequate proof of loss when filing a claim. The Carrier may disallow any and all claims when the Passenger fails to provide the above referred adequate proof of loss.

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SECTION II – TICKETS**RULE 12. TICKETS**

- (i) Carriage will be provided only to the Person named in the Ticket. Passenger will be required to produce appropriate identification at any time.
- (ii) Tickets are not transferable and the Carrier shall not be required to honour any Ticket or provide any transportation where such Ticket is presented by someone other than the Person entitled to be transported there under.
- (iii) Tickets are valid for carriage only on the flights and dates shown thereon and are not refundable by the Carrier to the Passenger, except as provided by applicable Fare conditions.

Coupon Sequence and Use

The Ticket purchased is valid only for transportation as shown on the Ticket, from the place of departure via any stopping places to the final destination. The Ticket will not be honoured and will lose its validity if all coupons are not used in the sequence provided for in the Ticket.

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SECTION III - RESERVATIONS**RULE 13. CONFIRMATION OF RESERVED SPACE**

A reservation of space on a given flight is valid when the availability and allocation of such space is confirmed by the Carrier to a Person subject to payment or other satisfactory credit arrangements. A Passenger with a valid confirmation number reflecting reservations for a specific flight and date on the Carrier is considered confirmed, unless the reservation was cancelled due to one of the reasons indicated in Rule 14. The Carrier does not guarantee to provide any particular seat on the aircraft.

RULE 14. CANCELLATION OF RESERVATIONS

Refer to **Rule 3.3 Passenger Cancellation, Change and Refund Terms** for applicable terms and conditions.

RULE 15. RESPONSIBILITY FOR SCHEDULES AND OPERATIONS**(1) General**

- (a) Should there be a conflict between any of the provisions of Rules 10 and 11 – Limitation of Liability, Rule 15A – Travellers' Rights, Rule 18 – Refunds and/or Rule 19, and any one or more of the provisions of this Rule 15, the provisions in the above referred to Rules 10, 11, 15A, 18 and/or 19 shall prevail.
- (b) For the purposes of this Rule, the term "*Advance Flight Departure*" shall mean an advancement of the scheduled flight departure by more than the minimum period established in the Carrier's Tariff for the Passenger to check-in in accordance with this Rule 15(5).
- (c) The provisions of this Rule are not intended to make Carrier responsible for the acts outside of the carrier's control.

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- (d) The Carrier will endeavor to transport the Passenger and Baggage with reasonable dispatch, but times shown in timetables or elsewhere are not guaranteed. No employee, agent or representative of the Carrier is authorized to bind the Carrier by any statement or representation regarding the dates or times of departure or arrival or the operation of any flight unless stated in writing.

It is always recommended that the Passenger communicate with the Carrier either by telephone, electronic device or via the Carrier's website or to refer to airport terminal displays to ascertain the flight's status and departure time.

- (e) The agreed stopping places are those places shown in the Carrier's timetable as scheduled stopping places on that route. The Carrier may, without notice, substitute alternative carriers or aircraft and, if necessary, may alter, add, and/ or omit stopping places shown in the timetable.
- (f) Passengers have a right to information on flight times and schedule changes. In the event of a delay, an advanced flight departure or schedule change the Carrier will make reasonable efforts to inform the Passengers of delays, proposed advanced flight departures and schedule changes, and, to the extent possible, the reasons for them.

(2) Oversold Flight

If a Passenger's journey is interrupted by an oversold flight, the Passenger's rights are detailed in Rule 19 below.

(3) Advance Departures, Delays or Cancellations

- (a) If the Passenger's journey is interrupted by an Advance Flight Departure, a flight delay or, a flight cancellation without reasonable notice, the Carrier will take into account all the circumstances of the case as known to it and will provide the Passenger with the protections indicated by the APPR for "large carriers". Passengers' entitlement will vary dependent on the classification of the delay and if it is considered to be:

- (i) Within the control of the carrier.
- (ii) Within the control of the carrier but required for safety.
- (iii) Outside the carrier's control.

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(i) Flight delays and cancellations outside carrier control:

(1) A confirmed reservation for the next available flight that is operated by the Carrier, or a carrier with which the Carrier has a commercial agreement, and is traveling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 48 hours of the departure time that is indicated on that ticket.

(2) If the Carrier cannot provide a confirmed reservation in accordance with (1), it will provide, at the passenger's choice:

(a) a refund of any unused portion of the ticket; or

(b) a confirmed reservation for the next available flight that is operated by any carrier and is traveling on any reasonable air route from the airport at which the passenger is located, or another airport that is within a reasonable distance of that airport, to the destination that is indicated on the passenger's original ticket and, if the new departure is from an airport other than the one at which the passenger is located, transportation to that other airport.

(ii) Flight delays and cancellations within carrier control and within carrier control but required for safety:

(1) A confirmed reservation for the next available flight that is operated by the Carrier, or a carrier with which the Carrier has a commercial agreement, is traveling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 9 hours of the departure time that is indicated on that ticket

(2) A confirmed reservation for a flight that is operated by any carrier and is traveling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 48 hours of the departure time that is indicated on that original ticket if the Carrier cannot provide a confirmed reservation that complies with (1); or

(3) Transportation to another airport that is within a reasonable distance of the airport at which the passenger is located and a confirmed reservation for a flight that is operated by any carrier and is traveling on any reasonable air route from that other airport to the destination that is indicated on the passenger's original ticket, if the Carrier cannot provide a confirmed reservation that complies with (1) or (2); or

(4) If the alternate travel arrangements offered in (1) and (2) or (3) do not accommodate the traveler's needs, the Carrier will refund the unused portion of the ticket

(a) If the Passenger's ticket is refunded for a flight delay or cancellation within carrier control, but not required for safety, the Carrier will provide a minimum compensation of \$400 CAD

(5) For a flight delay or cancellation within carrier control, but not required for safety, the Carrier will provide the following minimum compensation:

(a) \$400, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by three hours or more, but less than six hours,

(b) \$700, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by six hours or more, but less than nine hours, or

(c) \$1,000, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by nine hours or more

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- (e) The Carrier may refuse or decline any claim, in whole or in part, if:
- (i) the Passenger has failed or declined to provide proof or particulars establishing, to the reasonable satisfaction of the Carrier, that the expenses claimed were incurred by the Passenger and resulted from an Advanced Flight Departure, delay or cancellations for which compensation is available under this Rule 15; or
 - (ii) the expenses for which reimbursement is claimed, or any portion thereof, are not reasonable or did not result from the delay or advanced flight departure, delay or flight cancellations as determined by the Carrier, acting reasonably.

(4) Baggage Delays

- (a) The Carrier cannot guarantee that the Passenger's Baggage will be carried on the flight if sufficient space is not available as determined by the Carrier.
- (b) Passengers have a right to retrieve their luggage quickly. The Carrier will take steps to deliver the luggage to the Passenger's residence/hotel as soon as possible. The Carrier will take steps to inform the Passenger on the status of the luggage. Compensation will be provided as set out herein.
- (c) Notwithstanding the foregoing, Passengers will be entitled to reimbursement from Carrier for reasonable expenses incurred as a result of the Baggage loss, damage or delay, subject to the following conditions:
 - (i) An action for damages must be brought within two years, and a complaint must be made to the carrier within seven calendar days in the case of damage to baggage, and 21 calendar days in the case of delay thereof. For baggage claims, reimbursement for expenses will be based upon acceptable proof of claim.
 - (ii) If no claim as described above has been made within the time periods referred to above, no action shall lie against the Carrier.
 - (iii) The liability of the Carrier in the case of destruction, lost, damaged or delayed Baggage shall not exceed 1,131 SDR J (the "basic Carrier liability" which is the approximate Canada dollar equivalent of CAD\$2,000, at the time of the filing of this Tariff, for each Passenger).

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

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- (a) After a 21 day delay, the Carrier will provide a settlement in accordance with the following rules:
- (i) the settlement will be for the value of the delayed Baggage or 1131 SDR (the “basic Carrier liability” which is the approximate Canada dollar equivalent of CAD\$2,000, at the time of the filing of this Tariff);
 - (ii) the settlement will be for the value of the delayed Baggage; and
 - (iii) In connection with any settlement under this subsection (d), the passenger shall be required to furnish proof of the value of the delayed Baggage which establishes such value to the satisfaction of the Carrier, acting reasonably.
- (b) The Carrier may refuse or decline any claim relating to delayed Baggage, in whole or in part, if:
- (i) the conditions set out in subsection 15(4)(c) above have not been met;
 - (ii) the Passenger has failed or declined to provide proof or particulars establishing, to the reasonable satisfaction of the Carrier, that the expenses claimed were incurred by the Passenger and resulted from a delay for which compensation is available under this Rule 15; or
 - (iii) the expenses for which reimbursement is claimed, or any portion thereof, are not reasonable or did not result from the delay, as determined by the Carrier, acting reasonably.
- (c) Notwithstanding the above, the Carrier’s maximum liability for Baggage delay is as set out in Rule 11.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

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November 29, 2016

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November 30, 2016

(5) Cut-off Times

Check-in counters are open 3 hours prior to the scheduled departure, and will close 60 minutes before scheduled departure. Passenger(s) arriving for check-in after 60 minutes prior to the scheduled departure will not be accepted for travel.

After Passenger(s) have checked in for their flight, they should be available at the gate not later than 30 minutes prior to the scheduled departure for boarding the aircraft. Passengers who arrive at the boarding gate after the gate has closed will not be accepted for travel.

Passenger(s) who arrive later than the times referred to above for check-in or at the boarding gate will not be eligible for any denied boarding compensation or refund.

(6) Missed Connections

Carrier will not be liable for missed connections unless it is with respect to a missed connection on another flight of Carrier.

RULE 15A. TRAVELLER'S RIGHTS

- (a) If a flight is delayed and the delay between the scheduled departure of the flight and the actual departure of the flight exceeds 2 hours, the Carrier will provide the Passenger with a meal voucher.
- (b) If a flight is delayed and the delay involves an overnight stay, the Carrier will pay for overnight hotel stay and airport transfers for Passengers who did not start their travel at that airport.
- (c) If the Passenger is already on the aircraft when a delay occurs, the Carrier will offer drinks and snacks if it is safe, practical and timely to do so. If the delay exceeds 180 minutes and circumstances permit, the Carrier will offer Passengers the option of disembarking from the aircraft until it is time to depart if safe and practical to do so.
- (d) The Carrier will endeavor to transport the Passenger and Baggage with reasonable dispatch, but times shown in timetables or elsewhere are not guaranteed and form no part of this contract.
- (e) The agreed stopping places are those places shown in the Carrier's timetable as scheduled stopping places on the route. The Carrier may, without notice, substitute alternative carriers or aircraft and, if necessary, may alter, add, and/ or omit stopping places shown in the timetable.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

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21 September 2022

EFFECTIVE DATE
22 September 2022

SECTION IV - FARES AND ROUTINGS**RULE 16. APPLICATION OF FARES AND ROUTINGS****(a) General**

The price of transportation between points in Canada shall be disclosed at the time of confirmation; however Fares are subject to change without notice.

(b) Currency

All Fares and charges are stated in Canadian Dollars.

(c) Fare Changes

The Carrier's Fares are changed from time to time, subject to the applicable government filing requirements.

(d) Connecting Flights

When an area is served by more than one airport and a Passenger arrives at one airport and departs from another airport, transportation between those airports must be arranged by and at the expense of the Passenger.

(e) Stopover

- (i) A stopover means a deliberate interruption of a journey by the Passenger, agreed to in advance by the Carrier, at a point between the place of departure and the place of destination.
- (ii) In no event will a Stopover occur when the Passenger departs from the intermediate city on a flight scheduled to depart within 4 hours after the Passenger's arrival.

NOTE: All Fares are filed with the airline Tariff Publishing Company (ATPCO)

(f) Routing

A Fare applies only to:

- (i) Transportation via the Routing specified by the Carrier in reference to that Fare. Any other Routing may subject the Passenger to an additional charge.
- (ii) Transportation between the airports. Tickets may not be issued or accepted for transportation that will either originate or terminate at an airport other than the airport for which the Fares are published.

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(g) Infants

- (i) An Infant is a Passenger aged 8 days up to their 2nd Birthday inclusive, when accompanied on the same flight and in the same compartment by a Passenger at least 16 years of age. An infant will be lap held unless a seat has been purchased. If the infant completes the age of 2 years after the outbound travel but before completing the return portion of the travel, then a seat must be purchased for the child on those sectors to be traveled after reaching 2 years of age.
- (ii) Only one infant will be permitted to accompany a Passenger 16 years or older at any given time.
- (iii) The Carrier does not provide bassinets on board due to aircraft limitations.

RULE 16.1 FEES AND CHARGES**(1) Fuel Surcharges**

- (a) Domestic Travel within Canada – 70.00 CAD one way

(2) Navcan Fees

- (a) Domestic Travel within Canada – 20.00 CAD one way

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

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SECTION V - BAGGAGE AND CARGO**RULE 17. ACCEPTANCE OF BAGGAGE AND CARGO**

- (a) All Baggage or Goods presented for transportation is/are subject to inspection by the Carrier and must be identified externally and packed in suitcases or in similar containers in order to ensure safe and convenient carriage with ordinary care and handling. Carrier shall have the right to refuse carrying Baggage and restrict the weight, size and character of the said Baggage, whether used or new, if it is not suitably packaged/or is damaged to the extent such as to render it unable to withstand ordinary handling and unsuitable for air transportation
- (b) Check-in Baggage will be carried without payment or subject to additional charges under the following conditions:

Checked Bag Info	Maximum Weight	Maximum Dimensions	Regular Fee	Elite Plus Fee	Pre-purchased Baggage Allowance**
1 st checked bag	23 kilograms (50 lbs) 30 kilograms (65 lbs) for Elite Plus	158 linear cm or 62 "(L + H + W)	\$27 (includes taxes)	\$27 (includes taxes)	\$21 (includes taxes)
2 nd checked bag	23 kilograms (50 lbs)	158 linear cm or 62 "(L + H + W)	\$37 (includes taxes)	\$37 (includes taxes)	\$31 (includes taxes)
*Overweight and/or oversized bags	24 kg – 32 kg (51 lbs to 70 lbs)	159 to 292 linear cm (63 to 115 linear inches) <i>If your bag exceeds the maximum allowable weight and/or dimensions it will not be accepted.</i>	\$79 per bag (includes taxes)	\$79 per bag (includes taxes)	N/A
3 or more checked bags	23 kilograms (50 lbs)	158 linear cm or 62" (L + H + W)	\$210 per bag (includes taxes)	\$210 per bag (includes taxes)	N/A
<p>*A strict "per piece" concept applies. No pooling is permitted in the event passengers combine their bags together and relevant excess charges will apply. **If any passengers' checked bags are overweight and/or oversized, the \$79 fee will be applied per piece.</p>					

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- (c) One piece of Baggage equivalent to hand Baggage may be carried onboard the aircraft by the Passenger not weighing more than 5kgs and provided that the dimensions do not exceed 9 inches x 16 inches x 20 inches and is convenient to be stowed in the Passenger compartment of the aircraft.
- (d) Baggage shall not be carried when such Baggage is likely to endanger aircraft, Persons or property, or if the carriage would violate the laws, orders or regulations of countries to be flown from, into or over.
- (e) Carrier shall have the right to restrict the weight, size and character of Baggage, and shall refuse to carry Baggage, with the following articles unless prior arrangements have been made with the Carrier and such articles will be subject to carriage under a waiver of liability as evidenced by a Limited Release Tag affixed to the article at the time of check-in. Baggage with any of the articles listed below shall be carried at the discretion of the Carrier:
- (i) Firearms,
 - (ii) explosives, ammunitions, corrosives, flammables, or otherwise dangerous materials,
 - (iii) electronic or motorized equipment,
 - (iv) musical instruments,
 - (v) objects of art,
 - (vi) Pets, dogs, cats, and birds or any Live animals will not be carried onboard or in the Cargo compartment of the Carrier's flights, with the exception of service animals for Passengers with disabilities.
 - (vii) Photo-flash bulbs when appropriately marked and contained in the original package of the manufacturer.
 - (viii) Dangerous Goods as defined by Transport Canada are not accepted for carriage under any circumstances
- (f) The following items will be considered as one piece of Baggage included in allowance and will be subject to a limited liability evidenced by a Limited Release Tag affixed to the article at the time of check-in:
- (i) One sleeping bag or bed roll, baby accessories (strollers, playpens, car seats)
 - (ii) One rucksack/knapsack/backpack
 - (iii) One duffel type bag
- (g) Carrier may refuse to carry Baggage or property for transportation on any flight other than the one on which the Passenger is being transported

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

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Charges for Gate Check Baggage

A fee will be charged to passengers for Baggage checked at the gate if such Baggage exceeds the weight allowed for carry-on Baggage. The fee is based on passengers' sequence of checked bags and depends on the amount of Baggage the passengers already checked in.

NOTE: For example, if passenger has already checked first bag, the gate charge will be the second bag charge. (\$37)

(i) Irregular Items Limitations

The following articles do not fall under the Baggage allowance and shall not be accepted unless prior arrangements have been made with the Carrier and appropriate charges have been collected prior to acceptance of the following items. Carrier reserves the right to limit the number of such special articles that they may be carried on the aircraft and to charge for the same as indicated below:

- (i) Golf Clubs (Regular size Golf bag, incl. 14 clubs, 12 golf balls, 1 pair of shoes) **Accepted as a courtesy (*)**
- (ii) Scuba Equipment (Empty Tank, mask, weight belt, fins.) **Accepted as a courtesy (*)**
- (iii) Skis : **Accepted as a courtesy (*)**

(*) Limited to only one of the items listed per Person up to 20kgs free of charge.

(iv) Bicycles: 1 per Person, Maximum weight 20kgs - Charge CAD \$ 30.00

(v) Fishing Rods / Snorkeling equipment – **Accepted as courtesy up to 5 kgs.**

(vi) Kayak: 1 per Person, - Charge CAD \$ 100 each way, if roundtrip Charge CAD \$ 200 to be paid at the point of origin.

Note: Above charges are for Kayak only, it does not include Helmets, Paddles, life preservers and related equipment.

(vii) Surfboards: 1 per Person, - Charge CAD \$ 100 each way, if roundtrip Charge CAD \$ 200 to be paid at the point of origin

Note: Maximum length of Surfboard not to exceed 12 feet.

(viii) Windsurfing Equipment: 1 per Person, - Charge CAD \$ 100 each way if, roundtrip Charge CAD \$ 200 to be paid at the point of origin.

Note: Windsurfing Equipment to consist of 1 Windsurf board, 1 Mast boom and/or Sail.

- (j) Carrier may refuse to carry Baggage or property for transportation on any flight other than the one on which the Passenger is being transported.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

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18.2 Musical Instruments

Carrier accepts Musical instruments for Travel on its flights as checked or carry-on Carrier accepts Musical instruments for Travel on its flights as checked or carry-on baggage as provided for in this Section V. of the Carrier's tariff with respect to the weight or dimension of baggage. You may bring your musical instrument on board as part of your carry-on baggage provided it meets the Carrier's Transport Canada approved Carry on Baggage Size requirements, and it is able to fit safely in the overhead bin, or under the seat in front of you. The maximum size for carry-on is 23 cm x 40 cm x 51 cm (9" x 16" x 20") and the packed instrument must weigh less than 5 kilograms. Where possible Carrier will allow the passenger to board during the preboarding process to allow passengers more time to stow the instrument safely. Musical Instruments will be accepted into the cabin on a first come, first serve basis, limited to one piece per passenger. In the event your Musical Instrument is too big, or there is not sufficient space to accommodate it in the Cabin safely, you will be asked to check this into the Hold of the aircraft. Charges may apply inline with the Baggage Limitations and Irregular Items provisions of this Section V. Musical instruments checked as baggage are subject to the baggage and cargo Terms and Conditions as set out in this Section V of the Carriers Tariff.

If due to substitution of aircraft, there is insufficient space to safely stow a musical instrument in the cabin, the Carrier will offer, at no additional charge:

- (a) To carry the piece as cabin seat baggage, if space on board and the nature of the instrument allows it; or alternatively
- (b) To accept the instrument as checked baggage.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

ISSUE DATE
July 29, 2019

EFFECTIVE DATE
July 30, 2019

SECTION VI - REFUNDS

RULE 18. REFUNDS

- (a) Voluntary Cancellations
See Rule 3.3.
- (b) Involuntary Cancellations
Subject to Rules 5 and 8 herein, in the event a refund is required because of the Carrier's failure to operate or refusal to transport, the refund will be made as follows:
- If the Ticket is totally or partially unused, the total Fare paid for each unused segment will be refunded.
- (c) A Passenger will not be eligible for compensation or refund under the following condition:
- (i) The Passenger checked-in or presents himself/herself at the boarding gate after the Carrier's minimum check-in time or gate time as set out in Rule 15 (5) for any reason including being delayed in security or customs.
- (d) Application for refund shall be made to the Carrier or its duly authorized Agent.

RULE 19. DENIED BOARDING

The Carrier does not intentionally oversell flights. However, if a flight is oversold, the provisions set out below in this Rule will apply.

(a) **General**

A denial of boarding when a passenger is not permitted to occupy a seat on board a flight because the number of seats that may be occupied on the flight is less than the number of passengers who have checked in by the required time, hold a confirmed reservation and valid travel documentation and are present at the boarding gate at the required boarding time.

This Rule does not apply in the situation of a refusal to transport a passenger due to, for instance, health, safety or security reasons, or where the passenger has failed to follow carrier rules or instructions, has inappropriate travel documents or has failed to respect check-in time limits.

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- (b) **Volunteers and Boarding Priorities.** If a flight is oversold (more Passengers hold confirmed reservations than there are seats available), no one may be denied boarding against his or her will until the Carrier's personnel first ask for volunteers who will give up their reservations willingly, in exchange for a payment of the Carrier's choosing. If there are not enough volunteers, Sunwing Airlines will select passengers who will be denied boarding involuntarily, giving priority for boarding to the following categories of passengers:
- (i) Passengers travelling due to death or illness of a member of the Passenger's family, or
 - (ii) unaccompanied minors, or
 - (iii) a person with a disability and their support person, service dog or other service animal, or emotional support animal, if any, or
 - (iv) a passenger who is travelling with family members; or
 - (v) a passenger who was previously denied boarding on the same ticket.
- (c) **Compensation for Involuntary Denied Boarding.**
Compensation is only payable when the denial of boarding is within the carrier's control and is not required for safety purposes
- (d) **Amount of Denied Boarding Compensation.**
If a denial of boarding that is within the carrier's control occurs, the carrier will provide the following compensation for inconvenience to the affected passenger:
- (i) \$900 CAD, if the arrival time of the passenger's flight at the destination that is indicated on the original ticket is delayed by less than six hours
 - (ii) \$1,800 CAD, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by six hours or more, but less than nine hours; and
 - (iii) \$2,400 CAD, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by nine hours or more.

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- (e) **Alternative travel arrangements**-Passengers denied boarding for reasons within the carrier's control and within the carriers control but required for safety purposes the carrier will provide alternative travel arrangements free of vcharge to ensure the passenger completes their itinerary:

I. Large Carrier APPR

- (a) a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 9 hours of the departure time that is indicated on that original ticket,
- (b) a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 48 hours of the departure time that is indicated on that original ticket if the carrier cannot provide a confirmed reservation that complies with subparagraph (a), or
- (c) if the carrier cannot provide a confirmed reservation that complies with subparagraph (a) or (b) (above),
 - 1. a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from another airport that is within a reasonable distance of the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and
 - 2. if the new departure is from an airport other than one at which the passenger is located, transportation to that other airport.

II. Small Carrier APPR

- (a) a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement and is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket.

(f) **Standards of Treatment** – the carrier will meet all obligations under the APPR for required standards of treatment in reasonable quantities when feasible, limited to availability, while considering the length of the wait, the time of day and the location of the passenger.

(g) **Refund**

If the travel arrangements offered do not accommodate the passenger's travel needs, the carrier will:

1. in the case where the passenger is no longer at the point of origin that is indicated on the ticket and the travel no longer serves a purpose because of denied boarding, refund the ticket, Involuntary Refunds, and provide the passenger with a confirmed reservation that is for a flight to that point of origin which accommodates the passenger's travel needs; and
2. in any other case, refund the unused portion of the air ticket.

(h) **Method of Payment.**

The carrier will process the compensation to the passenger as soon as it is operationally feasible, but not later than 48 hours after the denial of boarding. Compensation will be provided in the method and form agreed upon with the passenger.

Refunds will be provided in the original form of payment.

(i) **Written Confirmation**

The passenger volunteering will receive written confirmation of any benefit provided by the carrier before the flight departs.