

**Sunwing**

CTA(A) No. 6

Original Title Page

INTERNATIONAL SCHEDULED SERVICE TARIFF  
CONTAINING  
RULES, RATES AND CHARGES APPLICABLE  
TO SCHEDULED SERVICES  
FOR THE  
TRANSPORTATION OF PASSENGERS AND BAGGAGE  
BETWEEN  
POINTS IN CANADA ON THE ONE HAND  
AND  
POINTS OUTSIDE CANADA ON THE OTHER HAND

ADOPTION NOTICE

CTA(A) No. 6

ISSUED BY

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December 6, 2024

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**Sunwing**

CTA(A) No. 6

Original Page 2

**TABLE OF CONTENTS**

Rule 1	Definitions and Interpretation	3
Rule 2	Application of Tariff	8
Rule 3	Fares, Rates, and Charges for International Service	11
Rule 4	Mileage Determination	13
Rule 5	Administrative Formalities – Travel Documents, Customs and Security	13
Rule 6	Reservations	14
Rule 7	Carriage of Passengers with Disabilities – Large Carrier ATPDR	17
Rule 8	Refusal to Transport	25
Rule 9	Acceptance of Children for Travel	31
Rule 10	Unaccompanied Minors	32
Rule 11	Liability of the Carrier for Loss, Damage to, or Delay of Baggage, Passenger delay or Death or Bodily Injury – International Transportation	34
Rule 12	Tickets	37
Rule 13	Responsibilities for Schedules and Operation	38
Rule 14	Acceptance of Baggage	39
Rule 15	Delays or Cancellations – Outside the Carrier’s Control	48
Rule 16	Delays or Cancellations - Within the Carrier’s Control and Within the Carrier’s Control but Required for Safety Purposes	51
Rule 17	Tarmac Delay	56
Rule 18	Denial of Boarding – Outside the Carrier’s Control	57
Rule 19	Denial of Boarding – Within the Carrier’s Control and Within the Carrier’s Control but Required for Safety Purposes	60
Rule 20	Communication of Information – Cancellation, Delay, Tarmac Delay, or Denial of Boarding	65
Rule 21	Refunds	66

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\*December 9, 2024

\*As per CTA Order 2021-A-3

## **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 person 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 Life Flight.

**Ambulatory** means a person who is able to move within the aircraft unassisted

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

**Air Transportation Contract** means with respect to a Passenger, the contractual terms between the Passenger and Carrier for the carriage of the Passenger and the Passenger's Baggage on an International Service, which incorporate the terms of this tariff.

**ATR** means the *Air Transportation Regulations*.

**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 Law** means all applicable laws of any jurisdiction including but not limited to laws, regulations, or orders of a competent authority having jurisdiction over Carrier, this tariff, or a Passenger.

**Assistive Device** means any medical device, mobility aid, communication aid, or other aid that is specifically designed to assist a person with a disability with a need related to their disability.

**ATPDR** means *the Accessible Transportation for Persons with Disabilities Regulations*, SOR/2019-244.

**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.

**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.

**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.

**Bank of Seats** means Passenger seats that are immediately adjacent to each other and does not include passenger seats that are across the aisle.

**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.

**Cabin** means the compartment of the aircraft in which the Passenger is entitled to be transported pursuant to the general schedule of the carrier.

- **Economy class:** the economy class section will be located in the area of the aircraft designated by the Carrier as economy class. Passengers will be provided with economy class service with food and beverage options for purchase.

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## **Sunwing**

CTA(A) No. 6

Original Page 5

**CAD** means Canadian Dollars.

**Canada** means the ten provinces of Canada, the Yukon Territory, the Northwest Territories, and Nunavut.

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

**Carrier** means Sunwing

**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.

**Convention** means either Montreal Convention or Warsaw Convention, whichever is applicable.

**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.

**Denial of Boarding** occurs 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.

**Department of Transportation** means the U.S. Department of Transportation.

**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.

**Emotional Support Dog** means a dog that provides emotional support, comfort, or therapeutic benefits to meet the disability-related needs of a Person with a disability but has not been individually trained by an organization or individual specializing in such training to perform a specific task or assist the Person with a disability. Emotional Support Dog do not qualify as a Service Dog for transportation.

**Event of Force Majeure** means an event, the cause of which are not attributable to the willful misconduct or gross negligence of the Carrier. This includes any unforeseeable circumstances beyond Carrier's control, the consequences of which could not have been avoided even if all due care had been exercised, including but not limited to meteorological and geological conditions, natural disasters, acts of God, pandemics, epidemics, endemics or quarantine, strikes, riots, civil commotions, embargoes, war or political instability, illegal acts or sabotage, instructions from air traffic control, a NOTAM, a security threat, airport operation issues, a medical emergency, a collision with wildlife, a labour disruption within Carrier or within an essential service provider (e.g., 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, an order or instruction from an official of a state or law enforcement agency or from a Person responsible for airport security, laws/ rules/ proclamations/ regulations/ orders/ declarations/ interruptions or requirements of or interference by any governmental agency or official thereof, actions of third parties (e.g., acts of government or air traffic control, airport authorities, security agencies, law enforcement or customs and immigration officials), national emergency, invasion, insurrection, picketing, boycott, lockouts or other civil disturbances, interruption of flying facilities/navigational aids or other services, damages/destruction or loss of use of an aircraft, confiscation, nationalization, seizure, detention, theft or hijacking of an aircraft, hostilities, disturbances, unsettled international conditions, and shortage of fuel or facilities.

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## Sunwing

CTA(A) No. 6

Original Page 5

**Fare** means the rate charged to a Passenger in respect of a particular class of International Service offered by the Carrier, from time to time;

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

**IATA** means the International Air Transport Association

**International Service** means scheduled Air Service for the transportation of Passengers between, from, and to points within Canada on the one hand and points outside of Canada on the other hand.

**Involuntary Refunds** means when required under Applicable Law, Carrier will provide refunds for delays, cancellations, denied boarding, and downgrades in accordance with such Applicable Law, In any situation of conflict between the refund requirements set out in such Applicable Law and this Rule, the requirements of such Applicable Law will govern to the extent there is a conflict. Refunds will be provided to the original form of payment unless elected otherwise by the Passenger and agreed to by the Carrier.

**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 Fare, 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)

**Large Carrier ATPDR** means a Carrier that has transported a worldwide total of one million passengers or more during each of the two preceding calendar years.

**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 designed to assist a person with a disability with a need related to mobility.

**Montreal Convention** means the Convention for the Unification of Certain Rules of International Carriage by Air, signed at Montreal, May 28, 1999.

**Non-Ambulatory** means a person who is not able to move within the aircraft unassisted.

**Non-Self Reliant** means a person who is not capable of self-care during flight and therefore dependent upon a Support Person

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

**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.

**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.

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## Sunwing

CTA(A) No. 6

Original Page 6

**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.

**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.

**SDR** means Special Drawing Rights issued by the International Monetary Fund.

**Self Reliant** means a person who does not require services related to a disability beyond that is normally provided by the Carrier, or beyond that which applicable rules or regulations require the Carrier to provide.

**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.

**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.

**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;
- a medical emergency;
- a collision with wildlife;
- a labor 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.

**Small Carrier APPR** means any carrier that is not a Large Carrier. For the purposes of APPR, the small carrier has the same obligations as a Large Carrier APPR towards a passenger that it carries on behalf of a Large Carrier APPR under a commercial agreement with that carrier.

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## Sunwing

CTA(A) No. 6

Original Page 7

**Small Carrier Non-ATPDR** means any carrier that is not a Large Carrier ATPDR. For greater certainty, Small Carrier Non-ATPDR means a carrier that has not transported a worldwide total of one million passengers or more during each of the two preceding calendar years.

**Stopover** is for the purposes of fare construction and establishing the applicable fare or fares which apply to a passenger's itinerary, a deliberate break of a journey initiated by the passenger and agreed to in advance by the carrier at a point between the place of departure and the place of ultimate destination. The deliberate break in the journey must be for a purpose other than changing aircraft and might result in a calculation of additional charges as set out in the corresponding fare rules.

**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.

**Tariff** means a schedule of fares, rates, charges or terms and conditions of carriage applicable to the provision of an air service and other incidental services.

**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.

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

**USD** means U.S Dollars

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

**Voucher** means a document or certificate provided by the carrier, either in paper or electronic format, to a passenger which acts as a form of payment. A voucher has a certain monetary value associated with it which is established by the carrier and may be used towards the purchase of future travel or additional services offered by the carrier or the provision of incidental services such as meals, ground transportation, and hotel accommodation. Vouchers may be provided by the carrier as a goodwill gesture.

**Warsaw Convention** means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929, as amended, but not including the Montreal Convention as defined above.

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## **RULE 2. APPLICATION OF TARIFF**

### 2.1 Application

This Tariff shall apply to the Traffic and transportation of Passengers and Goods using aircraft operated by the Carrier, which is a LARGE CARRIER APPR and ATPDR in respect of:

- a) An International Service
- b) 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.
- c) 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 favourable to the passenger than the obligations set out in the APPR.

Should any of the provisions of these rules 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.

## **Sunwing**

CTA(A) No. 6

Original Page 9

### **2.2 Air Transportation Contract Requirement**

No International 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 in respect of an International Service. No agent, employee, or representative of the Carrier has authority to alter, modify, or waive any provisions of the Air Transportation Contract or this Tariff unless authorized in writing by an officer of 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), 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 International 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.

### **2.5 Liability under the applicable Tariff**

- a) For international transportation, in the case of damages due to death or bodily injury, passenger delay and lost, damaged, and delayed baggage, the carrier will be subject to the rules relating to liability established by, and to all other provisions of either the Warsaw or the Montreal Convention. The Carrier may stipulate that the limits of liability contained in this tariff are higher than those provided for within the applicable Convention or that there are no limits of liability whatsoever. In all other instances, tariff rules which are inconsistent with any provision of the applicable Convention will, to that extent, be inapplicable to international transportation (see Rule 11, Liability of the Carrier for Loss, Damage to, or Delay of Baggage, Passenger delay or Death or Bodily Injury – International Transportation).
- b) Carrier liability under the APPR: The Carrier operating a flight is liable to Passengers with respect to the obligations set out in sections 7 to 22 and 24 of the APPR, or, if they are more favourable to those Passengers, the obligations on the same matter that are set out in the applicable tariff. However, if one Carrier carries Passengers on behalf of another Carrier under a commercial agreement, the Carriers are jointly and severally, or solidarily, liable to those Passengers with respect to the obligations set out in sections 7, 22 and 24 of the APPR, or, if they are more favourable to those Passengers, the obligations on the same matter that are set out in the applicable tariff.

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## **Sunwing**

CTA(A) No. 6

Original Page 10

### 2.6 Overriding law/ severability

If any provision contained or referred to in the ticket or this tariff is found to be contrary to an applicable law, government regulation, order or requirement, which cannot be waived by agreement of the parties, such provision, to the extent that it is invalid, shall be severed from the ticket or tariff and the remaining provisions shall continue to be in full force and effect.

### 2.7 Taxes and charges

- a) Taxes imposed by governments are payable by the passenger and are in addition to the published or constructed fare
- b) At the time of the ticket purchase, the passenger will be advised by the carrier of all the taxes appearing on the ticket
- c) Taxes will be shown separately on the ticket
- d) The conditions under which taxes are imposed, collected or refunded are established by the taxing authority (domestic or foreign) and in all cases will be respected. As a result, the carrier will either collect new or higher amounts or refund all or a portion of the tax paid based on the conditions imposed by the taxing authority

### 2.8 Currency of fares

- a) Currency provisions are subject to government regulations and applicable foreign exchange regulations
- b) For travel originating in Canada, all Fares, rates and charges published in this Tariff are published in the lawful currency of Canada.
- c) Where payment is made in any currency other than Canadian, such payment shall be the equivalent of the Canadian currency amounts published in this Tariff on the basis of local banker's rates of exchange (for the purchase of such foreign currency).
- d) For travel originating in other countries, the Fares, rates and charges may be published in another currency, as specified.

## **RULE 3. APPLICATION OF FARES, CHARGES, AND ROUTING**

### **3.1 Payment Terms**

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.

### **3.2 Cancellations and refunds of tickets**

For full information regarding the voluntary and involuntary cancellations and refunds of tickets, please refer to Rule 6, Reservations, and Rule 21, Refunds.

### **3.3 Changes to tickets**

- a) Changes to tickets including a change of date, gateway, or destination airport are subject to the following charges:
- b) 21 days or more before departure, the price for the selected product at the time of change applies + \$100 CAD change fee per person when booked on a Sunwing Vacation or Cruise package. The change fee will be waived if the price for the new selected product is higher
- c) 21 days or more before departure, the price for the selected product at the time of change applies + \$50 CAD change fee per person when booked on an air only fare. The change fee will be waived if the price for the new selected product is higher
- d) 20 days or less before departure, any change is considered a cancellation and full cancellation fees apply, refer to Rule 21.

### **3.4 Name corrections and name changes**

- a) A valid name correction or name change includes one of the following
  1. A legal name change
  2. A married name change
  3. A typo in the name made by either the Passenger or their travel agent
- b) Applicable fees for name corrections or name changes are as follows, plus any applicable fees charged by the Carrier's suppliers
  1. 21 days or more before departure, a \$25 CAD fee on the booking applies per change.

## Sunwing

CTA(A) No. 6

Original Page 12

2. 20 to 8 days before departure, a \$50 CAD fee on the booking applies per change
3. 7 days or less before departure, any change is considered a cancellation and full cancellation fees apply, refer to Rule 21.

### 3.5 Application of fares and routing

- a) The Carrier's fares are changed from time to time, subject to the applicable government filing requirements for the countries involved
- b) 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.
- c) Routing: A fare only applies to
  1. Transportation via the routing specified by the Carrier in reference to that fare. Any other routing may subject the Passenger to an additional charge
  2. 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
- d) Last minute fares: Passengers may purchase tickets at the airport check-in counter subject to availability at the time check-in closes. Such tickets are non-refundable.

### 3.6 Fees and charges

- a) Fuel Surcharges
  1. Domestic Travel within Canada – 70.00 CAD one way
  2. From All Canadian Gateways to/from USA Destinations - 110.00 CAD one way
  3. From All Canadian Gateways to/from Montego Bay – 150.00 CAD one way
  4. From All Canadian Gateways to/from Freeport & Nassau – 150.00 CAD one way
  5. From All Canadian Gateways to/from Nassau – 150.00 CAD one way
  6. From All Canadian Gateways to/from Liberia - 150.00 CAD one way
  7. From All Canadian Gateways to/from Roatan & La Ceiba – 150.00 CAD one way
  8. From All Canadian Gateways to/from St Lucia – 160.00 CAD one way
  9. From All Canadian Gateways to/from Aruba – 160.00 CAD one way
  10. From All Canadian Gateways to/from St Maarten – 160.00 CAD one way
  11. From All Canadian Gateways to/from Curacao – 160.00 CAD one way
  12. From All Canadian Gateways to/from Panama – 160.00 CAD one way
  13. From All Canadian Gateways to/from Cartagena – 160.00 CAD one way
  14. From All Canadian Gateways to/from Mexican Destinations – 150.00 CAD one way
  15. From All Canadian Gateways to/from Cuban Destinations – 150.00 CAD one way
  16. From All Canadian Gateways to/from Dominican Republic Destinations – 160.00 CAD one way

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## **Sunwing**

CTA(A) No. 6

Original Page 13

### b) Navcan fees

1. Domestic Travel within Canada – 20.00 CAD one way
2. From All Canadian Gateways to/from all Destinations except USA – 15.00 CAD one way
3. From All Canadian Gateways to/from all US Destinations – 7.50 CAD one way

## **RULE 4. 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 Mileage, revisions thereto, and reissues thereof, published by Airline Tariff Publishing Company;
- e) And/ or any combination thereof.

## **RULE 5. ADMINISTRATIVE FORMALITIES – TRAVEL DOCUMENTS, CUSTOMS, AND SECURITY**

### 5.1 Responsibility of Passenger

- a) Each Passenger desiring transportation across any international boundary shall be responsible for obtaining all necessary travel documents and for complying with the laws of each country from, through or to which they desire transportation. Unless applicable laws provide otherwise, each Passenger shall indemnify the Carrier for any loss, damage, or expense suffered or incurred by the Carrier by reason of such Passenger's failure to do so. Failure of a Passenger to comply with this Rule, will result in the Passenger being refused transportation with no refund of his/ her Ticket.
- b) Subject to applicable laws and regulations, the Passenger shall pay the applicable Fare whenever the Carrier, on Government order, is required to return a Passenger to his point of Origin or elsewhere due to the Passenger's inadmissibility into or deportation from a country, whether of transit or of destination. The Fare applicable will be the Fare that would have been applicable had the original Ticket designated the revised destination on the new Ticket. Any difference between the Fare so applicable and the Fare paid by the Passenger will be collected from or refunded to the Passenger as the case may be.

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## **Sunwing**

CTA(A) No. 6

Original Page 14

The Carrier will apply to the payment of such Fares any funds paid by the Passenger to the Carrier for unused carriage, or any funds of the Passenger in possession of the Carrier. The Fare collected for carriage to the point of refusal or deportation will not be refunded by the Carrier unless the law of such country requires that such Fare be refunded.

### **5.2 Travel Documents**

- a) Prior to travel, the passenger must be prepared to submit for inspection to the Carrier all travel document required by the countries concerned.
- b) As described in Rule 8, Refusal to Transport, the Carrier reserves the right to refuse transportation to any Passenger who fails to present all exit, entry, health, and other documents required by law, regulation, order, demand, or other requirement of the countries where travel is intended or whose travel documents do not appear to be in order.
- c) For international transportation, the Carrier relies upon the information contained in IATA's TIMATIC, in order to determine whether a passenger is in possession of the travel documentation required for themselves or any animal to enter a particular country or to travel via certain countries based on their confirmed itinerary.
- d) Passengers are strongly encouraged to confirm any necessary legal requirements for entry or travel via the countries on their itinerary prior to their flights and to have proof of their compliance with such regulations, including being in possession of the relevant travel documents, in advance of check-in.
- e) The Carrier will not provide Passengers with information on the travel document requirements, including visa, passport, and health requirements, for entry into, exit from, or travel via the countries on their itinerary.

## **RULE 6. RESERVATIONS**

### **6.1 Capacity Limitations**

a) 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.

## Sunwing

CTA(A) No. 6

Original Page 15

### 6.2 Confirmation of reserved space

- a) 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. The Carrier does not guarantee to provide any specific seat.

### 6.3 Passenger's responsibility

- a) Pursuant to Rule 8, Refusal to transport, the Passenger must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance, and the departure process while meeting the time limits of the Carrier. Flights will not be delayed for Passengers who have not completed these pre-boarding requirements and the Passengers will be considered a no-show.
- b) The Passenger or Passenger's agent (for example, travel agent) must provide the Carrier with the Passenger's e-mail address and/ or telephone number at the time of booking and shall update the Carrier with any changes to ensure communications can be received by the Passenger before or during travel.

### 6.4 Cancellation of reservations

The Carrier may cancel reservations of any Passenger:

- a) If circumstances require due to situations within a Carrier's control as defined in Rule 1, Definitions and applied in Rule 16, Delays or Cancellations – within the Carrier's control and within the Carrier's control but required for safety purposes, or Rule 19, Denial of boarding – within the carrier's control and within the Carrier's control but required for safety purposes;
- b) If circumstances require due to situations outside a carrier's control as defined in Rule 1, Definitions, and applied in Rule 15, Delays or cancellations – outside the Carrier's control or Rule 18, Denial of boarding – outside the Carrier's control.
- c) If circumstances require due to any situation identified in and applied in Rule 8, Refusal to transport; or,
- d) When the Passenger has failed to meet check-in or boarding gate requirements set out in Rule 8.
- e) If the Carrier cancels a passenger's reservation due to (a) (above), the passenger may be eligible to take advantage of the provisions found in Rule 16, Delays or cancellation – within the carrier's control and within the carrier's control but required for safety purposes or Rule 19, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes.
- f) If the Carrier cancels a passenger's reservation due to (b) (above), the Passenger may be eligible to take advantage of the provisions found in Rule 15, delays or cancellation – outside the carrier's control or Rule 18, Denial of boarding – outside the Carrier's control. If the Carrier cancels a

**ISSUE DATE**

December 6, 2024

**EFFECTIVE DATE**

\*December 9, 2024

\*As per CTA Order 2021-A-3

## Sunwing

CTA(A) No. 6

Original Page 16

Passenger's reservation due to 6.3 (a) (above), the Passengers will be treated in accordance with the provisions of Rule 8 Refusal to transport.

g) For full information regarding voluntary cancellations, please refer to Rule 21, Refunds.

### 6.5 Seat selection

The Carrier does not guarantee the assignment of any specific seat on the aircraft.

a) General:

1. The Passenger may pre-select a seat once they have purchased their ticket. If a Passenger is choosing a specific seat, a fee may be assessed based on the conditions of the fare purchased (unless the seat is required to meet a disability related need). Nonetheless, complimentary seat selection is available at the time of check-in.
2. Availability of seats is determined by the type of operating aircraft and the fare level purchased.
3. Advance seat selection may not be offered on some flights based on operational restrictions.
4. Some seats will be unavailable due to operational requirements.
5. Advance seat selection is an option available to all Passengers; However, this option may not be available through some reservation channels.

b) Seat selection fees:

1. Seat selection fees are per flight

For bookings made on or after September 9, 2024:

Type of Service	Advance seat selection fees between Canada and International points – <b>up to 24 hours before departure</b>			
	Elite Plus	Exit Row	Preferred Seat	Regular Seat
Air only ticket/ Sunwing Vacations package	\$60.00 CAD	\$60.00 CAD	\$35.00 CAD	\$25.00 CAD

Type of Service	Advance seat selection fees between Canada and International points – <b>between 24 hours and 1 hour before departure</b>			
	Elite Plus	Exit Row	Preferred Seat	Regular Seat
Air only ticket/ Sunwing Vacations package	\$70.00 CAD	\$70.00 CAD	No charge	No charge

**ISSUE DATE**  
December 6, 2024

**EFFECTIVE DATE**  
\*December 9, 2024  
\*As per CTA Order 2021-A-3

## Sunwing

CTA(A) No. 6

Original Page 17

For bookings made before September 9, 2024

Type of Service	Advance seat selection fees between Canada and International points – <b>up to 24 hours before departure</b>			
	Elite Plus	Exit Row	Preferred Seat	Regular Seat
Air only ticket/ Sunwing Vacations package	\$50.00 CAD	\$50.00 CAD	\$30.00 CAD	\$20.00 CAD

Type of Service	Advance seat selection fees between Canada and International points – <b>between 24 hours and 1 hour before departure</b>			
	Elite Plus	Exit Row	Preferred Seat	Regular Seat
Air only ticket/ Sunwing Vacations package	\$65.00 CAD	\$65.00 CAD	No charge	No charge

- c) Elite Plus/Exit Row seat fees are included in the purchase of Elite Plus service.
- d) Seat upgrades may be available for purchase onboard subject to availability.

## **RULE 7. Carriage of Passengers with Disabilities – Large Carrier ATPDR**

### 7.1 Application

- a) This rule applies to the transportation of persons with disabilities by Sunwing, which is a Large Carrier ATPDR, on its international transportation services.
- b) Pursuant to Rule 2, Application of Tariff, this rule applies to the transportation of all persons with disabilities on all flights marketed and operated by Sunwing, and in respect to all flights marketed by Sunwing but operated by another Carrier.

## 7.2 Acceptance for Carriage

- a) The carrier will accept the determination made by or on behalf of a person with a disability as to their self-reliance, unless doing so would impose undue hardship on the carrier, for example, if it would jeopardize security, public health or public safety.
- b) The carrier will not refuse to transport a person with a disability unless the transportation of the person would impose an undue hardship on the carrier, for example, if it would jeopardize security, public health or public safety.
- c) If the carrier refuses to transport a person with a disability for reasons related to their disability, it will, at the time of the refusal, inform the person of the reasons for the refusal. In addition, within 10 days of the refusal, the carrier will provide the person with a written notice setting out the reasons for the refusal including:
  - i. The evidence of undue hardship, such as a medical report, an expert opinion, or an engineering report that demonstrates that the risk is significant enough that it would be unreasonable to waive or modify a requirement
  - ii. Any relevant rule, policy or procedure or regulation; and
  - iii. The duration of the refusal and the conditions, if any, under which the Carrier would accept the person for transport.

## 7.3 Reservations and Online Services

- a) If a person with a disability identifies the nature of their disability when making a reservation with a carrier, the carrier will:
  - i. Discuss with the person their needs in relation to their disability and the services offered by the carrier in relation to those needs;
  - ii. before assigning a passenger seat to a person with a disability, inform the person of the passenger seats that are available in the class of service that the person has requested and that have equipment and facilities that best meet the accessibility needs of that person, such as a passenger seat that has additional leg room, a larger seat pitch or movable armrests;
  - iii. in assigning a passenger seat to a person with a disability, take into account the person's opinion with respect to which seats would best meet the accessibility needs of that person; and
  - iv. inform the person of any safety-related rules or regulations whereby a person with a disability may be restricted from occupying a specific seat, such a seat in an emergency exit row.
- b) The Carrier will advise the person if information and/or documents are required to permit the Carrier to assess their request, as per 7.6 (c) below. The carrier will also advise the person that the information and/or documents must be filed within 48 hours and that the assessment of the request may take up to 2 business days after receipt of the information and/or documents.
- c) As an alternative means to using its website to make or modify a reservation, the Carrier will offer to a person with a disability telephone relay service by calling 1-800-588-0511.

#### 7.4 Written Confirmation of Services

- a) The Carrier will, without delay, indicate in the record of a person's travel reservation the services that the carrier will provide to the person.
- b) The Carrier will include a written confirmation of the services in the itinerary that is issued to the person.
- c) If a service is confirmed only after the itinerary is issued, the carrier will, without delay, provide a written confirmation of the service.

#### 7.5 Services for which No Advance Notice is Required

- a) The services identified in (c) below will be provided at no additional fare or charge.
- b) The Carrier will not require a person with a disability to file information and/or documents, including medical certificates, to support any request for services identified in (c) below.
- c) Regardless of when a person with a disability makes the request for the following services, the Carrier will:
  - i. Assist the person with checking in at the check-in counter;
  - ii. Permit the person, if they are unable to use an automated self-service kiosk or other automated check-in or ticketing process, to advance to the front of the line at a check-in counter or ticket counter;
  - iii. If the person is in a wheelchair, a boarding chair or any other device in which they are not independently mobile while waiting at a terminal for departure after check-in or in order to transfer to another segment of their trip, provide the person with a place to wait that is close to personnel who are available to provide assistance to the person and who will periodically inquire about the person's needs, and attend to those needs;
  - iv. Assist the person in storing and retrieving their carry-on baggage;
  - v. In the case of a person who is blind or has any visual impairment;
    - 1. Describe to the person, before departure or, if impossible because of time constraints, after departure, the layout of the aircraft, including the location of washrooms and exits, and the location and operation of any operating controls at the person's Passenger seat;
    - 2. Describe to the person, if a meal is offered on-board, all the food and beverages that are offered for consumption or provide a menu in large print or Braille;
  - vi. Assist the person in accessing any entertainment content that is offered on-board an aircraft, if applicable;
  - vii. Before departure, provide the person with an individualized safety briefing and demonstration;
  - viii. Assist the person in moving between their passenger seat and a washroom, including by assisting them in transferring between their passenger seat and an on-board wheelchair;

- ix. Permit a person to use the washroom that has the most amount of space, regardless of where the washroom is located in any part of the aircraft, if the person needs an on-board wheelchair or the assistance of a support person or service dog to use a washroom;
- x. If a meal is served on-board to the person, assist the person with the meal by opening packages, identifying food items and their location and cutting large food portions; and
- xi. If a person is unable to use the call button to request assistance, periodically inquire about the person's needs.

#### 7.6 Services for which Advance Notice is Required

- a) The services identified in c) below will be provided at no additional fare or charge.
- b) **Every reasonable effort:** In all instances, the Carrier will make every reasonable effort to provide a service requested by a person with a disability even if the person does not comply with any requirement in this section, to provide advance notice or provide information and/ or documents to permit the Carrier to assess the request.
- c) **Services – 48 hours advance notice:** Subject to the Carrier's requirement for a person with a disability to provide information and/ or documents identified in d) below, the Carrier will provide the following services if requested by a person with a disability at least 48 hours prior to the scheduled time of departure of the person's flight:
  - i. Assign a passenger seat to a person with a disability, taking into account the person's opinion with respect to which seats would best meet the accessibility needs of that person;
  - ii. Provide additional adjacent seats, meaning seats which are next to the seat of the person with a disability, in the following three situations:
    - 1. When the person with a disability must travel with a support person for transport if, because of the nature of the disability, the person with a disability, after departure and before arrival needs:
      - a. Assistance with eating meals, taking medication, using the washroom;
      - b. Assistance with transferring to and from a passenger seat;
      - c. Assistance with orientation or communication;
      - d. Physical assistance in the event of an emergency, including in the case of an evacuation or decompression;
    - 2. When the size of a service dog belonging to a person with a disability is such that the person's seat does not provide sufficient floor space for the dog to lie down at the person's feet in a manner that ensures the safety and well-being of the dog and the person; or
    - 3. When the person with a disability needs more than one seat because of the nature of their disability, for example, if they are a person who has a fused leg or who is disabled by severe obesity;

- iii. Accept for transportation a mobility aid and/ or other assistive device, as per section 7.7 below;
- iv. Accept for transportation of a service or emotional support dog, as per section 7.8 below;
- v. Assisting the person in proceeding through any security screening process at the terminal, including by providing personnel to assist the person through the process, or collaborating with the relevant security authority to permit a person who is not travelling with the person with a disability to have access to the security screening checkpoint so that they may assist the person with a disability to proceed through the process;
- vi. Assisting the person in proceeding to the boarding area after check-in;
- vii. Before boarding, transferring the person between the person's own mobility aid and a mobility aid provided by the Carrier or terminal operator;
- viii. Permit the person to board in advance of other passengers if:
  - 1. The person requests assistance with boarding, locating their passenger seat or cabin, transferring between a mobility aid and their passenger seat or storing carry-on baggage;
  - 2. In the case where the person is blind or has any other visual impairment, the person requests a description of the layout of the aircraft, or of the location and operation of operating controls at the person's passenger seat; or,
  - 3. In the case where the person is disabled due to a severe allergy, the person requests to clean their passenger seat to remove any potential allergens;

Note: if the person has requested the assistance in 1. or 2. Above, the Carrier may require the person to board in advance of other passengers, or if they arrive at the boarding area after priority boarding, to board after the other passengers.

- viii. Assist the person in boarding and disembarking;
- ix. Before departure and on arrival at the destination, transfer the person between a mobility aid and the person's passenger seat;
- x. Provide the person with an on-board wheelchair;
- xi. Establish a buffer zone around the passenger seat of a person who has a disability due to a severe allergy by providing the person with a passenger seat that is in a bank of seats other than the bank of seats in which the source of the allergen is located;
- xii. Ensure that any public announcement that is made on-board is made in an audio format or a visual format that is accessible to a person with a disability;
- xiii. Assist the person in proceeding through border clearance (immigration and customs);
- xiv. Assist the person in retrieving their checked baggage;
- xv. Assist the person, after disembarkation, in proceeding to the general public area;
- xvi. Assist the person, after disembarkation, in proceeding to a location where the person may receive assistance either
  - 1. From a member of the terminal operator's personnel to proceed to the curbside zone, or

2. From a member of the receiving carrier's personnel to transfer to another segment of their trip within the same airport.

**d) Services – Information and/ or documents required to be filed with the Carrier:**

1. Service dogs

- a. At the time that the person with a disability makes the reservation with the carrier, a declaration attesting that the service dog has been individually trained by an organization or person specializing in service dog training to perform a task to assist the person with a disability with a need related to their disability; and
- b. before departure, an identification card or other document that is issued by an organization or person specializing in service dog training that identifies the person with a disability and attests that the service dog has been individually trained by the organization or person to perform a task to assist the person with a disability with a need related to their disability.
- c. The condition in 1(b) is met if the person has provided the card or other document referred to in that paragraph to the carrier for the purpose of a previous request for a service and the carrier has retained an electronic copy of it.
- d. If, because of the size of the service dog, the passenger seat of the person with a disability does not provide sufficient floor space for the service dog to lie down at the person's feet in a manner that ensures the safety and well-being of the dog and the person, the carrier must provide to the person any passenger seat adjacent to their passenger seat that is needed to provide sufficient floor space for the service dog.

2. Emotional support dogs

- a. At the time that the person with a disability makes the reservation with the carrier, a letter from a licensed mental health professional that is dated within one year of the Passenger's travel date. The letter must confirm that the person who prepared the document is a licensed mental health professional, and that the Passenger is under their care. The letter must also confirm that the Passenger has a mental or emotional disorder recognized by the Diagnostic and Statistical Manual of Mental Disorders (DSM-IV). The letter must also state that the Passenger needs the emotional support dog for emotional or psychiatric support during travel and/ or in destination.

- e) Notwithstanding (d) above, the Carrier retains the right to require information and/ or documents to assess any other requests for services to be provided to, as well as to substantiate the fitness to travel of a persons with disabilities, with the exception of those services identified in 7.5(c) above.

## Sunwing

CTA(A) No. 6

Original Page 23

- f) Where the Carrier requires the person to file information and/or documents for a request for services identified in 7.6 (d) above, they must be filed with the Carrier at least 48 hours, including one full business day, prior to the scheduled time of departure of the person's flight to ensure that the Carrier has sufficient time to assess the request.
- g) The Carrier may not provide the services identified in 7.6 (c) and (d) above if the carrier has required the person to file information and/or documents and:
  - 1. any of the conditions referred to in (e) or (f) above are not met or the information and/or documents provided are not reasonably sufficient to permit the Carrier to assess the request,
  - 2. the request has not been made 96 hours in advance of travel, and
  - 3. the Carrier has made every reasonable effort to provide the service but cannot do so.
- h) If, on the request of the Carrier, a person with a disability provides the Carrier with information and/or documents in relation to a request for service, the Carrier will offer to retain an electronic copy of the information and/or documents for a period of at least three years for the purpose of permitting the Carrier to use the information and/or documents if the person makes another request for a service.

### 7.7 Acceptance of Mobility Aids and other Assistive Devices

- a) The Carrier will, on request, carry, free of charge and as priority baggage, a person with a disability's mobility aid, and will permit the person to retain their mobility aid until it becomes necessary to store it for carriage.
- b) The Carrier will make every reasonable effort to permit a person with a disability who uses a walker or manual folding wheelchair to store it on-board the aircraft.
- c) Where the aircraft can transport the mobility aid, the Carrier will:
  - 1. Disassemble and package, where necessary, the aid for transportation and unpackage and reassemble the aid upon arrival; and
  - 2. Return the aid promptly upon arrival.
- d) Where the mobility aid needs to be disassembled and reassembled in order for it to be transported with the person who needs it, the carrier will require that the person:
  - 1. Provide the Carrier with instructions for the disassembly and reassembly of the mobility aid; and
  - 2. Provide any specialized tools needed for the disassembly and reassembly of the mobility aid; and
  - 3. Allow sufficient time to handle and prepare the mobility aid for transport. The Carrier strongly recommends that the Passenger checks in three hours before the scheduled time of departure and arrive at the boarding gate 60 minutes before the scheduled time of departure.
- e) Notwithstanding 7.7 (d) above, the Carrier will make every reasonable effort to transport the mobility aid even if written instructions for disassembly and reassembly are not provided by the person with the disability or the aforementioned times are not met.

## Sunwing

CTA(A) No. 6

Original Page 24

- f) The Carrier will refuse to transport a mobility aid where:
  - 1. The weight or size of the mobility aid exceeds the capacity of lifts or ramps,
  - 2. The doors to baggage compartments are too small for the mobility aid, or
  - 3. Transportation of the mobility aid would jeopardize aircraft airworthiness or violate safety regulations.
- g) When the Carrier refuses to transport a mobility aid for any of the reasons above, it will:
  - 1. At the time of the refusal, tell the person with a disability why their mobility aid was not accepted and provide the reason in writing within ten days; and
  - 2. Inform the person with a disability of alternative trips operated by the Carrier to the same destination on which their mobility aid can be transported, and offer to book this for the person at the lesser of the fare for the original trip and the fare for the alternative trip

Note: for provisions related to limitations of liability regarding loss of, damage to, or delay in delivering mobility aids, refer to Rule 11.5.

### 7.8 Acceptance of Service and Emotional Support Dogs

- a) The Carrier will, on request, accept for transportation a service or emotional support dog required to assist a person with a disability, and will permit the service or emotional support dog to accompany the person on board subject to:
  - 1. Any advance notice contained in 7.6 (c)
  - 2. Any time limits set out in 7.6 (f) and (g) where the Carrier requires the filing of additional information and/ or documents.
  - 3. Any requirements in (b) and (c) below
  - 4. The provisions as required in 7.6 (d)
  - 5. The person with a disability must use appropriate control measures (defined as a harness or collar with a leash/ tether).
- b. Transport of a service or emotional support dog accompanying a person with a disability will be free of charge (including both fees and fares) except in the case of 7.6 (c) (ii) (2), where the provision of an additional adjacent seat requires an additional fare to be paid to accommodate the size of the service or emotional support dog.
- c. The Carrier will make every reasonable effort to accept a service or emotional support dog for carriage if requested by a person with a disability even if the person does not provide advance notice or any information and/or documents that are requested by the Carrier.
- d. The person is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through, in respect of the service or emotional support dog. In particular, the person is responsible for obtaining valid health and vaccination certificates, entry permits, and other documents required by countries, states or territories for entry or transit of any service or emotional support dog that is to accompany the person

## Sunwing

CTA(A) No. 6

Original Page 25

- e. The Carrier may refuse to transport a service or emotional support dog if the dog is not under the person's control, if it exhibits prohibited behaviors as outlined in Rule 8.5 or if the dog requires additional floor space and an additional fare was not paid for in advance. The Carrier will make every reasonable effort to accommodate the dog.
- f. Except as may otherwise be provided for in this Tariff, the Carrier will not be responsible in the event of injury, sickness, and/ or death of a service or emotional support dog.

## RULE 8. REFUSAL TO TRANSPORT

### 8.1 Applicability

- a) A refusal to transport a Passenger only occurs in situations where the Carrier operates a flight on which the Passenger had a confirmed reservation, but that specific Passenger is not permitted to continue their journey on that flight due to any reasons specified in the paragraphs below. Refusal to transport can occur at the start of any journey or while the Passenger is en-route to their destination.
- b) Flight delay, cancellation, and denial of boarding do not constitute a situation of refusal to transport.

### 8.2 Check-in and boarding time limits

- a) The Carrier will refuse to transport any Passenger that fails to comply with the check-in and boarding cut off times stated within this Rule.

<b>Required cut-off times</b>	
Check-in	60 minutes before scheduled departure
Checked baggage	60 minutes before scheduled departure
Boarding	30 minutes before scheduled departure

- b) The Carrier recommends that all Passengers arrive to check-in and/ or check in their baggage 180 minutes before scheduled departure and present themselves at the boarding gate 45 minutes before scheduled departure.

### 8.3 Refusal to transport – Removal of Passenger and Prohibited Conduct

- c) 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 for any reason including as set out in (1) through (24) below. The same applies if the Carrier has previously notified the Passenger in writing of prohibited conduct as set out below in (5) through (11) and (16). In both cases, there will be no refund of the Passenger's Ticket.
1. 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
  2. When the Passenger refuses to permit a search of their person or property for explosives or for concealed, prohibited, deadly, or dangerous weapon(s) or article(s); or
  3. When the Passenger refuses on request to produce positive identification; or
  4. When a Passenger is to travel across any international boundary, if:
    - a. the travel documents of such Passenger are not in order. Specifically, failing to present all exit, entry, health, travel documents at time of check-in and/ or boarding; 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. the Passenger does not appear to have valid travel documents to allow for re-entry into Canada; or
    - d. such Passenger fails or refuses to comply with the rules and regulations of the Carrier; or
    - e. 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
  5. 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
  6. The Passenger's mental or physical condition, including impairment by alcohol or drugs (except a medical patient under proper care), presents a hazard or risk to himself/herself, to Passengers, to Air Crew or to property; or

7. The Passenger'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
8. The Passenger fails to observe the instructions of the Carrier and its employees, including instructions to cease prohibited conduct; or
9. The Passenger is unwilling to sit in the seat with the seatbelt fastened; or
10. The Passenger smokes or attempts to smoke in the aircraft; or
11. The Passenger 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
12. The passenger 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
13. The Passenger 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 F.A.R 108.00; or
14. The Passenger is manacled and in the custody of law enforcement personnel; or
15. The Passenger has resisted or may reasonably be believed to be capable of resisting escorts; or
16. When the Passenger's actions or inactions prove to the Carrier that their mental, intellectual, or physical condition is such as to render them incapable of caring for themselves without assistance or medical treatment en-route unless:
  - a. The Passenger is accompanied by a support person who will be responsible for assisting with the Passenger's needs en-route such as assistance with eating, using the washroom facilities, or administering medication which are beyond the range of services that are normally offered by the Carrier; and,

- b. The Passenger complies with requirements of Rule 7, Carriage of Passengers with Disabilities – Large Carrier ATPDR. Exception: The Carrier will accept the determination made by or on behalf of a Passenger with a disability as to self-reliance, except where accepting the Passenger could jeopardize security, health, or safety. Note: If the Passenger is accompanied by a support person, and the Passenger is refused transport, then the support person will also be refused transport.
  - 17. The Passenger appears to have an obvious contagious disease; or has an offensive odor (for example, such as from a draining wound); or
  - 18. The Passenger has committed misconduct on a previous flight, and the Carrier has reason to believe that such conduct may be repeated; or
  - 19. The Passenger has refused to submit to a security check; or
  - 20. The Passenger has not paid the applicable Fare, taxes, fees or charges; or
  - 21. The Passenger presents a Ticket that has been acquired unlawfully, has been purchased from an entity other than the Carrier, or has been reported lost or stolen or the Passenger cannot prove that he or she is the Person named in the Ticket; or
  - 22. The Passenger fails to observe the Carrier's instructions with respect to safety and security or other instructions; or
  - 23. The Passenger has resisted or may reasonably be believed to be capable of resisting his or her attendant; or
  - 24. The Passenger has failed to meet the stipulated cut-off times at the check-in counter or at the gate in accordance with 8.2 above.
- d) Medical clearance: Subject to Applicable Law, the Carrier reserves the right to require a medical clearance from the Carrier's medical authorities or from the Person with a disability's licensed medical doctor if travel involves a risk or hazard to the Person with a disability or other persons.

#### 8.4 Sanctions

- e) 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:
1. Removal of the Passenger at any point.
  2. Probation: 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.
  3. Refusal 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 appropriate 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 on-board; or safe and adequate flight operations.
- b. The following conduct is likely to result in an indefinite ban, up to a lifetime ban:
1. The Passenger continues to interfere with the performance of an Air Crew member's duties notwithstanding verbal warnings by the Air Crew to stop such behavior;
  2. The Passenger injures or subjects to a credible threat of injury to an Air Crew member or other Passengers;
  3. The Passenger Person has conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs; or
  4. The Passenger repeats a prohibited conduct after receiving a notice of probation as mentioned in 8.2.
- c. 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.

## 8.5 Refusal of service or emotional support dog

- a) Service and emotional support dogs will be refused transport if:
1. The Passenger fails to have in their possession documentation at the time of check-in which demonstrates that the dog has all necessary valid health and vaccination certificates, entry permits, and any other applicable documents required by countries, states, or territories for entry or transit.
  2. The service or emotional support dog is over the size allowance for a single Passenger seat and additional space was not requested in advance and cannot be arranged due to flight capacity limitations or in time to meet the check in cut-off times and boarding cut-off times.
  3. The Passenger does not have the required control measures for the dog
  4. The dog is running freely
  5. The dog is barking or growling repeatedly at other Passengers/Persons
  6. The dog bit another Passenger, an employee or representative of the Carrier, or another Person at the airport
  7. The dog is jumping on people
  8. The dog has urinated or defecated in the cabin or gate areas
  9. The dog was causing significant disruption in the cabin or at gate areas

## 8.6 Recourse of the Passenger and Limitations of Liability

- a) Where the Passenger is subject to probationary conditions imposed by the Carrier or where a Passenger has been refused carriage on a one-time or other specified basis is subject to an indefinite or lifetime ban, the Passenger may provide to the Carrier, in writing the reasons the Carrier should remove the sanction. The Carrier will respond to the Person within a reasonable period of time with the Carrier's assessment as to the need or not to continue applying the sanction(s).
- b) Notwithstanding (a) above, Passengers will be entitled all other additional rights they may have under this Tariff or elsewhere or any legal rights that international Passengers may have pursuant to international conventions (e.g., the Warsaw Convention or the Montreal Convention) and related treaties

## **RULE 9. ACCEPTANCE OF CHILDREN**

### **9.1 Accompanied**

- a) Infants and children under the age of 12 are accepted for transportation when accompanied on the same flight and in the same compartment by a Passenger at least 16 years of age.

### **9.2 Infants**

- a) Infants under two years of age on the date of travel will be lap held unless a seat has been purchased.
- b) For international travel, infants require a ticket. Infants are subject to applicable taxes, fees, charges, and surcharges.
- c) Only one infant may be held in the lap of the accompanying Passenger.
- d) No single Passenger shall be responsible for more than one infant whether the infant is held on the lap of the accompanying Passenger or a seat has been purchased for the infant and the infant is secured in an approved child seat restraint system (car seat).
- e) An infant under two years of age at the time of departure but reaching their second birthday during the return flight(s) will require a seat and must pay the applicable fare for the return flight(s).
- f) Infants occupying a seat must be properly secured in a Transport Canada or United States Federal Aviation Administration (FAA) approved child restraint device.
- g) The Carrier does not provide bassinets on board due to aircraft limitations.

### **9.3 Assignment of Seats to Children under the Age of 14 years**

- a) Assigning seats: In order to facilitate the assignment of a seat to a child who is under the age of 14 years in close proximity to a parent, guardian, or tutor in accordance with the APPR, the Carrier will, at no additional charge
  - 1. Assign a seat before check-in to the child that is in close proximity to their parent, guardian, or tutor; or
  - 2. If the Carrier does not assign seats in accordance with (1), the Carrier will do the following:
    - a. Advise Passengers before check-in that the Carrier will facilitate seat assignment of children in close proximity to a parent, guardian, or tutor 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 and no Passenger has volunteered to change seats at the time of boarding, ask again for volunteers to change seats before take-off

## Sunwing

CTA(A) No. 6

Original Page 32

- b) Proximity to adult's seat: The Carrier must facilitate the assignment of a seat to a child who is under the age of 14 but offering, at no additional charge,
  - 1. In the case of a child who is four years of age or younger, a seat that is adjacent to their parent, guardian, or tutor's seat;
  - 2. In the case of a child who is 5 to 11 years of age, a seat that is in the same row as their parent, guardian, or tutor, and that is separated from that parent, guardian, or tutor's seat by no more than one seat; and
  - 3. 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 parent, guardian, or tutor's seat by no more than one row.
- c) Difference in price: If a Passenger is assigned a seat in accordance with 9.3 (b) that is in a lower class of service than their ticket provides, the Carrier must reimburse the price between the classes of service but if the Passenger chooses a seat that is in a higher class of service than their ticket provides, the Carrier may request supplementary payment representing the price difference between the classes of service.

### 9.4 Unaccompanied

- a) For complete details on minors travelling unaccompanied, refer to Rule 10, Unaccompanied Minors.

## **RULE 10. UNACCOMPANIED MINORS**

### 10.1 General

The Carrier offers a supervision service called the Unaccompanied Minor Service (UM Service) for all minors who have achieved the minimum age of 5 years.

### 10.2 Age restrictions

- a) Minors less than 5 years of age are not eligible to use the UM service and must always be accompanied by their parent or Passenger who is at least 16 years old at the time of travel.
- b) Minors aged between 5 and 11 years of age may only travel unaccompanied if they are using the Um service, outlined below.

### 10.3 Travel restrictions

The UM service is only available on direct flights.

## Sunwing

CTA(A) No. 6

Original Page 33

### 10.4 Fares and charges

A charge of \$50.00 CAD per minor, per flight, will be applied for using the UM service.

### 10.5 Conditions of application for unaccompanied travel

- a) Arrangements and registration for the UM service must be made at least 12 hours prior to departure with the Carrier.
- b) The minor must be brought to the airport of departure by a parent, guardian, or responsible person who must provide positive photo-identification, and who must remain with the minor until the Carrier starts providing supervision.
- c) The minor has satisfactory evidence establishing his/ her age on the date of commencement of travel.
- d) The child possesses written information showing the name and address of the parent, guardian, or responsible person meeting the child in destination.
- e) The UM service form/ paperwork is verifiably complete and signed by the parent, guardian, or responsible person.
- f) After check-in is complete, the parent, guardian, or responsible person will retain custody of the minor until one hour before the departure of the flight, after which the Carrier will take responsibility of the minor and escort them to the departure gate.
- g) Once the minor is under the Carrier's care, the minor will be provided supervision by the Carrier until they are met at the destination by a parent, guardian, or responsible person who can confirm to the Carrier personnel by means of a positive photo identification that they are the person(s) designated to meet the minor.
- h) The parent, guardian, or responsible person will be required to remain at the airport of departure until 30 minutes after the flight has departed.
- i) The parent, guardian, or responsible person who will be meeting the unaccompanied minor at the destination airport must have photo identification which will allow the Carrier personnel to identify this person as the appropriate person designated to meet the minor.
- j) Prior to releasing custody of the minor, the Carrier personnel will obtain positive identification of the parent, guardian, or responsible adult meeting the minor and the signature of the said party.
- k) Should any other person, other than the one authorized as per the completed forms, attempt to receive the unaccompanied minor, the drop-off parent, guardian, or responsible parent must provide authorization to the Carrier to do so.
- l) In the event of a flight delay, cancellation, diversion, or any other irregular operating process, the minor will be provided supervision by the Carrier until he/ she is met by their parent, guardian, or responsible person at their destination.

### 10.6 Carrier's limited responsibility

With the exception of the service specifically provided to an unaccompanied minor in this Rule, the Carrier will not assume any financial or guardianship responsibilities for the minor beyond those applicable to an adult Passenger.

**RULE 11. LIABILITY OF THE CARRIER LOSS, DAMAGE TO, OR DELAY OF BAGGAGE, PASSENGER DELAY OR DEATH OR BODILY INJURY – INTERNATIONAL TRANSPORTATION**

11.1 Liability in the case of destruction or loss of, damage to, or delay of baggage.

- a) The Carrier is liable for damages sustained in the case of loss of, damage to, or delay of baggage, as provided in the following paragraphs:
1. The liability of the Carrier is limited to 1,288 SDR (approximately \$2,350 CAD) for each Passenger in the case of destruction, loss, damage, or delay of baggage, under the Warsaw Convention or the Montreal Convention, whichever may apply.
  2. The Carrier is liable for the damage sustained in case of loss of, or damage to, checked baggage upon condition only that the event which caused the loss or damage took place on-board the aircraft or during any period within which the checked baggage was in the charge of the Carrier. However, the Carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. Further, the Carrier's liability for the destruction, loss, damage or delay of baggage is subject to the terms, limitations and defences set forth in the Warsaw Convention and the Montreal Convention, whichever may apply, in addition to any limitation or defence recognized by a Court with proper jurisdiction over claim.
  3. The Carrier reserves all defences and limitations under the Warsaw Convention and the Montreal Convention, whichever may apply to such claims including, but not limited to, the defence of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention, and the exoneration defence of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not invoke Article 22(2) and 22(3) of the Warsaw Convention in a manner inconsistent with paragraph (a) above. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.

11.2 Refund of baggage fees

- b) The Carrier will refund to the Passenger any fees paid for the transportation of the baggage that was delayed, damaged, or lost.

### 11.3 Method used for refund

- a) Refunds per 11.2 above will be made in conformity with Rule 21, and will be paid to the person who paid for the baggage fees, and will be paid using the method used for the original payment, unless
  - 1. The Carrier has informed the person in writing of the monetary value of the baggage fees, and the availability of a refund by the method used for the original payment;
  - 2. The refund is offered in another form that does not expire; and,
  - 3. The person confirms, in writing, that the Carrier has informed them of their right to receive the refund by the method used for the original payment and that the person has chosen to receive the refund in another form (e.g. a travel voucher).

### 11.4 Refund deadline

- a) Where a refund is required to be provided under this Rule, it will be provided within 30 days of the baggage being delayed, damaged, or lost.

### 11.5 Mobility aids

- a) In the event that a mobility aid of a Passenger travelling with the aid is damaged, destroyed or lost, or is not made available to the Passenger at their time of arrival at their destination, the Carrier will without delay and at the Carrier's own expense:
  - 1. Provide the Passenger with a temporary replacement mobility aid that meets their needs in relation to their mobility and that they are permitted to use until their mobility aid is returned to them or is repaired or replaced or until they are reimbursed by the Carrier for the loss of the mobility aid;
  - 2. Reimburse the Passenger for any expenses they have incurred because the mobility aid was damaged, destroyed or lost or because it was not made available to them at the time of their arrival at their destination
  - 3. In the case of a damaged mobility aid, arrange for the repair of the mobility aid and promptly return it to the Passenger or, in the case of a damaged mobility aid that cannot be adequately repaired,
    - a. Replace the damaged mobility aid with the same model of mobility aid or, if the same model is not available, a model that has equivalent features and qualities as the damaged mobility aid and that meets the person's needs in relation to their mobility; or
    - b. Reimburse the Passenger for the full replacement cost of the mobility aid; and

4. In the case of a destroyed mobility aid or a mobility aid that is not made available to the Passenger at the time of their arrival at their destination and that is not returned to them within 96 hours after their arrival,
  - a. Replace the destroyed or lost mobility aid with the same model of mobility aid or, if the same model is not available, a model that has equivalent features and qualities as the destroyed or lost mobility aid and that meets the Passenger's needs in relation to their mobility aid, or
  - b. Reimburse the Passenger for the full replacement of the mobility aid.

#### 11.6 Liability in the case of Passenger delay

- a) The Carrier shall be liable for damage occasioned by delay in the carriage of Passengers by air, as provided in the following:
  1. The Carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures
  2. Damages occasioned by delay are subject to the terms, limitations, and defences set forth in the Warsaw Convention and the Montreal Convention, whichever may apply, in addition to any limitations or defence recognized by a court with proper jurisdiction over a claim.
  3. The Carrier reserves all defences and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply to claims for damage occasioned by delay, including, but not limited to, the exoneration defence of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention. Under the Montreal Convention, the liability of the carrier for damage caused by delay is limited to 5,346 Special Drawing Rights per passenger. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.

#### 11.7 Liability in the case of death or bodily injury of a Passenger

- a) The carrier shall be liable under Article 17 of the Warsaw Convention or the Montreal Convention, whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a Passenger, as provided in the following paragraphs:
  1. The Carrier shall not be able to exclude or limit its liability for damages not exceeding 128.821 SDR for each Passenger.
  2. The Carrier shall not be liable for damages to the extent that they exceed 128,821 SDR for each Passenger if the Carrier proves that:

- a. Such damage was not due to the negligence or other wrongful act or omission of the Carrier or its servants or agents; or
  - b. Such damage was solely due to the negligence or other wrongful act or omission of a third party
3. The Carrier reserves all other defences and limitations available under the Warsaw Convention or Montreal Convention, whichever may apply, to such claims including, but not limited to, the exoneration defence of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not invoke Articles 20 and 22(1) of the Warsaw Convention in a manner inconsistent with paragraphs (a) and (b) above.
4. With respect to third parties, the Carrier reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity. The Carrier agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the Passenger.

#### 11.8 Time limitations on claims and actions

- a) Under the Warsaw Convention and the Montreal Convention, whichever may apply, an action for damages must be brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
- b) A complaint to the Carrier must be made in writing to the carrier within 7 days from the date of receipt in the case of damage to baggage, and 21 days in the case of delay from which the baggage has been placed at the passenger's disposal.
- c) Claims may be subject to proof of amount of loss and Passengers may be asked to substantiate their claims.

## **RULE 12. TICKETS**

### 12.1 General

- a) A ticket will not be issued, and the Carrier will not carry the Passenger unless the Passenger has paid the applicable fare or has complied with all credit arrangements.
- b) Before boarding, the Passenger must present the Carrier with proof that they have been issued a valid ticket for the flight. Such proof must be in the form of an itinerary/ receipt, a record locator or reservation number, or boarding pass and the Passenger must provide the Carrier with positive identification to be entitled to transportation. The ticket will give the Passenger the right to transportation only between the points of origin and ultimate destination, and on the dates, times and via the routing shown on the ticket.

## Sunwing

CTA(A) No. 6

Original Page 38

- c) The ticket remains at all times the property of the Carrier which issued the ticket.

### 12.2 Coupon sequence and use

- a) 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 honored and will lose its validity if all coupons are not used in the sequence provided for in the ticket.
- b) The agreed destinations are those places shown in the Carrier's timetable as scheduled stopping places on that route. The Carrier may, without notice, substitute alternate Carriers or aircraft and, if necessary, may alter add, and/ or omit any stopping places shown in the timetable.

## Rule 13 – RESPONSIBILITIES FOR SCHEDULES AND OPERATIONS

### 13.1 General

- a) Should there be a conflict between any of the provisions of Rules 11, 12, 19, 20, 21, 25 and any one or more provisions of this Rule 14, the provisions in the above referred to Rules 11, 12, 19, 20, 21, and/ or 25 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 Rule 8.2 for the Passenger to check-in.
- c) The Carrier shall endeavor to transport the Passenger and Passenger baggage with reasonable dispatch, but times shown in timetables or elsewhere are not guaranteed.
- d) It is always recommended that the Passenger communicate with the Carrier either by telephone or the Carrier's website or to refer to airport terminal displays to ascertain a flight's status and departure time
- e) The agreed upon destinations are those places shown in the Carrier's timetable as scheduled destinations on that route. The Carrier may, without notice, substitute alternate Carriers or aircraft, and, if necessary, may alter, add, and/or omit any stopping places shown in the timetable.
- f) In the event that the Carrier uses an alternate Carrier or aircraft, the Carrier will provide any necessary accommodation required for Passengers pursuant to Rule 7. The accommodation may be but not limited to providing an alternate flight that meets the Passenger's needs.
- g) Having taken all the known circumstances into consideration, the Carrier will take all measures that can reasonably be required to avoid or mitigate the damages caused by any Advance Flight Departures, delays, or cancellations. Where a Passenger nevertheless incurs expenses as a result of the Advance Flight Disruption, delay, or cancellation, the Carrier will provide applicable compensation or refund as outlined in Rules 15, 16, 17, and 21 in cash or travel credit. The choice of which will be at the Passenger's discretion.

#### ISSUE DATE

December 6, 2024

#### EFFECTIVE DATE

\*December 9, 2024

\*As per CTA Order 2021-A-3

- h) Within 1 year of scheduled time of departure, any Passenger seeking reimbursement for expenses incurred from Advance Flight Departures, Delays, or Cancellations must provide the Carrier with: (i) written notice of their complaint, (ii) particulars of the expenses for which reimbursement is sought, and (iii) receipts or other documents establishing to the reasonable satisfaction of the Carrier that the expenses were incurred.
- i) The Carrier may refuse or decline any claim, in whole or in part, if:
  - 1. 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 Advance Flight Departure, Delay, or Cancellation for which compensation is available under Rules 15, 16, 17, and 21; or
  - 2. The expenses for which reimbursement is claimed, or any portion thereof, are not reasonable or did not result from Advance Flight Departure, Delay, or Cancellation as determined by the Carrier, acting reasonably.

## **RULE 14. ACCEPTANCE OF PASSENGER BAGGAGE**

### 14.1 General

- a) The Carrier will accept for transportation as baggage, any good that is necessary or appropriate for the wear, use, comfort, or convenience of the Passenger for the purpose of the trip, subject to the following:
  - 1. Checked baggage:
    - a. Once the Carrier takes possession of the Passenger's checked baggage, the Carrier will issue a baggage identification tag for each piece of checked baggage. A portion of this tag will be provided to the Passenger and each bag will be affixed with the corresponding remaining portion of the tag.
    - b. Subject to the provisions of this tariff related to mobility aids and musical instruments, checked baggage will be carried on the same aircraft as the Passenger unless the baggage is delayed, or the Carrier decides that it is impractical to carry the baggage on the same aircraft.  
**Note:** for additional provisions related to the transportation of assistive devices for Passengers with disabilities, refer to Rule 7.7  
**Note:** for additional provisions related to the transportation of musical instruments, refer to 14.8 below.

2. Unchecked baggage (carry-on baggage and personal items):

- a. Carry-on baggage must be within the Carrier's size and weight limits to be taken on-board the aircraft and must fit in the enclosed storage compartment in the passenger cabin of the aircraft.
- b. Personal items must be within the Carrier's size and weight limits to be taken on-board the aircraft and must fit under the seat located in front of the Passenger.

Note: this provision does not apply to assistive devices for Passengers with disabilities. For provisions related to the transportation of assistive devices for Passengers with disabilities, refer to Rule 7.7.

- c. Each Passenger is entitled to 1 carry-on and 1 personal item to take on-board.
- d. All infants and children are permitted two complimentary items such as car seat, stroller, or play pen.
- e. In addition to one personal item, parents/ guardians travelling with infants can bring a diaper bag.

- b) Objects which are not suitable for carriage as checked baggage (e.g. objects made of glass or ceramic) will only be accepted for transportation in the passenger cabin of the aircraft if advance notice is given to the Carrier and the Carrier agrees to carry the object.

14.2 Collection and delivery of baggage

- a) The Passenger has the right to retrieve their baggage without delay
- b) Only the Passenger who was given a baggage tag when the Carrier took possession of the baggage is entitled to accept delivery of the baggage
- c) If the Passenger claiming the checked baggage is unable to produce their portion of the baggage identification tag and identify the baggage by means of its baggage identification tag, the Carrier must receive satisfactory proof that the baggage belongs to the Passenger in question before delivering the baggage to the Passenger

Acceptance of the baggage without complaint, within the time limits stipulated in Rule 11 Liability – international transportation, by the Passenger in possession of the baggage identification tag is evidence that the Carrier delivered the baggage in good condition and in accordance with this tariff.

**Sunwing**

CTA(A) No. 6

Original Page 41

**14.3 Baggage allowance**

a) For flights when travelling on a Sunwing Vacations or Cruise Package:

<b>For Flights when travelling on a Sunwing Vacation or Cruise Package</b>				
Baggage info	Maximum Weight	Maximum Dimensions	Advance Fee (up to 48 hours before departure)	Airport Fee (less than 48 hours before departure)
Personal item	N/A	40cm x 25cm x 16cm (16" x 10" x 6")	Free	Free
Carry-on baggage*	5kg (11lbs)	51cm x 40cm x 23cm (20" x 16" x 9")	\$25 CAD	\$30 CAD
1 <sup>st</sup> Checked bag**	23 kg (50 lbs)	158 cm/ 62" (L + H + W)	Free	Free
2 <sup>nd</sup> Checked bag	23 kg (50 lbs)	158 cm/ 62" (L + H + W)	\$70 CAD	\$90 CAD
3 <sup>rd</sup> + Checked bag	23 kgs (50 lbs)	158 cm/ 62" (L + H + W)	N/A	\$120 CAD
Excess weight (up to 32kg) or Oversize	24-32 kg (53-70 lbs)	292 cm/ 115" (L + H + W)	N/A	\$115 CAD
<p>*For bookings purchased prior to Sept 9, 2024, the previous airport fee of \$25 CAD will be applied</p> <p>**Free for Passengers travelling on a Sunwing Vacations package to the Caribbean, Mexico, and Central America, or on a Sunwing Vacations Cruise package.</p> <p>Note 1: a strict "per piece" concept applies. No pooling is permitted in the event Passengers combine their bags together, and relevant excess charges will apply</p> <p>Note 2: If any Passenger's checked bags are overweight and/ or oversized, the \$115 CAD fee will be applied per piece.</p> <p>Note 3: Fee applied for baggage that is over 23 kg (50 lbs) but does not exceed 32 kg (70 lbs) in weight and measuring 160cm-292cm (63"-115") are accepted as oversized</p>				

**ISSUE DATE**  
December 6, 2024

**EFFECTIVE DATE**  
\*December 9, 2024  
\*As per CTA Order 2021-A-3

## Sunwing

CTA(A) No. 6

Original Page 42

- a) For flights when travel is limited to airfare only (without a Sunwing Vacations or Cruise Package)

<b>For Flights when travel is limited to airfare only (without a Sunwing Vacation or Cruise Package)</b>				
Baggage info	Maximum Weight	Maximum Dimensions	Advance Fee (up to 48 hours before departure)	Airport Fee (less than 48 hours before departure)
Personal item	N/A	40cm x 25cm x 16cm (16" x 10" x 6")	Free	Free
Carry-on	5kg (11lbs)	51cm x 40cm x 23cm (20" x 16" x 9")	\$25 CAD	\$30 CAD
1 <sup>st</sup> Checked bag	23 kg (50 lbs)	158 cm/ 62" (L + H + W)	\$50 CAD	\$70 CAD
2 <sup>nd</sup> Checked bag	23 kg (50 lbs)	158 cm/ 62" (L + H + W)	\$70 CAD	\$90 CAD
3 <sup>rd</sup> + Checked bag	23 kgs (50 lbs)	158 cm/ 62" (L + H + W)	N/A	\$120 CAD
Excess weight (up to 32kg) or Oversize	24-32 kg (53-70 lbs)	292 cm/ 115" (L + H + W)	N/A	\$115 CAD

\*For bookings purchased prior to Sept 9, 2024, the previous airport fee of \$25 CAD will be applied  
\*\*Free for Passengers travelling on a Sunwing Vacations package to the Caribbean, Mexico, and Central America, or on a Sunwing Vacations Cruise package.  
Note 1: a strict "per piece" concept applies. No pooling is permitted in the event Passengers combine their bags together, and relevant excess charges will apply  
Note 2: If any Passenger's checked bags are overweight and/ or oversized, the \$115 CAD fee will be applied per piece.  
Note 3: Fee applied for baggage that is over 23 kg (50 lbs) but does not exceed 32 kg (70 lbs) in weight and measuring 160cm-292cm (63"-115") are accepted as oversized

- b) The Carrier will accept for transportation assistive devices for Passengers with disabilities in addition to the baggage allowances set out in the charts above at no additional charge to the Passenger. For provisions related to the transportation of assistive devices for Passengers with disabilities, refer to Rule 7.

### 14.4 Irregular items fees and limitations

- a) The following items do not fall under the baggage allowance Rule 14.3 and shall not be accepted unless prior arrangements have been made with the Carrier and appropriate charges have been collected at the airport prior to acceptance of the following items. The Carrier reserves the right to limit the number of such irregular items that may be carried on the aircraft as indicated in the table below
- b) The following fees and limitations apply for all flights including airfare only and within a Sunwing Vacation or Cruise package.
- c) Excess charges detailed in 14.3 above apply if any of the following items exceed 23 kg.

**ISSUE DATE**  
December 6, 2024

**EFFECTIVE DATE**  
\*December 9, 2024  
\*As per CTA Order 2021-A-3

**Sunwing**

CTA(A) No. 6

Original Page 43

<b>For all flights including airfare only and within Sunwing Vacation or Cruise package</b>		
Irregular item	Limitations/ Details	Standard Fee per flight segment
Golf clubs*	Includes one standard sized golf bag consisting of up to 14 clubs, 12 golf balls, and one pair of golf shoes	\$75 CAD
Scuba equipment*	Includes one mask, weight belt, fins. Scuba tanks are not permitted. Must be securely packed in a rigid or hard-shell container specifically designed for cargo hold storage	\$75 CAD
Kiteboard*	Includes one kiteboard, power kite, helmet, and any related clothing or accessories. Must be securely packed in a rigid or hard-shell container specifically designed for cargo hold storage.	\$75 CAD
Kayaks/ windsurfers/ surfboards	Limit of one kayak (not including paddles, helmets, life preserves, etc.), one surfboard no longer than 12 feet OR one windsurfing board with one mast boom and/or sail per person. All equipment must be securely packed in a rigid or hard-shell container specifically designed for cargo hold storage.	\$100 CAD
Fishing rods*	Fishing rods must be properly packaged in a fishing rod carry case no longer than 100 cm x 24 cm x 24 cm (39" x 9" x 9") for storage in the cargo hold. If they exceed 5 kg (11 lbs), overweight baggage fees will apply	\$75 CAD
Bicycles*	Limit of one bicycle per person. Must be packed in a rigid or hard-shell container specifically designed for storage in the cargo hold OR a bicycle suitcase (for collapsible bicycles only). Please note: battery-powered bicycles (E-bikes) are not permitted. Bicycles must be properly prepared for storage in the cargo holds with handlebars fixed sideways, tires deflated, pedals removed.	\$75 CAD
Musical instruments	Carry-on: Standard weight and dimensions apply, detailed in Rule 18.3. Must be packed in its appropriate case and should not contain additional items	Standard baggage fees apply, detailed in Rule 18.3
	Checked: Standard weight and dimensions apply, detailed in Rule 18.3. Must be packed in its appropriate case and should not contain additional items.	
Car seats/ strollers	One diaper bag is permitted with two of either a stroller, car seat, or playpen. For infants with a paid seat, the standard baggage fees apply	Free of charge when travelling with a child or infant
Note 1: Irregular items to be checked in are subject to inspection prior to acceptance. Should sporting equipment exceed weight limitations, excess fees will also apply		
*For bookings purchased before December 5, 2024, the previous charge of \$25 CAD will apply		

**ISSUE DATE**  
December 6, 2024

**EFFECTIVE DATE**  
\*December 9, 2024  
\*As per CTA Order 2021-A-3

#### 14.5 Items unacceptable as baggage

- a) The following items are unacceptable as baggage and will not be transported by the Carrier:
1. Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over.
  2. Items that are likely to endanger the aircraft, or persons, or property on-board the aircraft. These unacceptable items are specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations.
  3. Items, which in the Carrier's opinion, are unsuitable for carriage because of their weight, size or character, for example, fragile or perishable items.  
Note 1: Not applicable to assistive devices for Passengers with disabilities. For limitations on the carriage of assistive devices, refer to Rule 7.  
Note 2: Not applicable to musical instruments. For limitations on the carriage of musical instruments, refer to Rule 14.8.
  4. Live animals.  
Note: Not applicable to service or emotional support dogs for Passengers with disabilities. For limitations on the carriage of service and emotional support dogs, refer to Rule 7.
  5. Firearms or ammunition other than for hunting or sporting purposes
- b) The following items are unacceptable for transportation as checked baggage and will only be transported as carry-on baggage if retained in the Passenger's possession:
1. Fragile or perishable items
  2. Money, jewellery, precious metals, silverware, samples
  3. Negotiable papers, personal or business documents, securities or other valuables
  4. Passports and other identification documents

#### 14.6 Right to refuse carriage of baggage

- a) This provision does not apply to assistive devices for Passengers with disabilities. For limitations on the carriage of mobility aids, refer to Rule 7.
- b) The Carrier will refuse to carry as checked baggage any bag that the Carrier has discovered to contain any unacceptable item mentioned in 14.5 above and when the Passenger fails to provide the Carrier with prior notice that they wish to carry such an item in their baggage.

## Sunwing

CTA(A) No. 6

Original Page 45

- c) Unless prior arrangements have been made with the Carrier, the following items shall be refused 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
  - 1. Firearms
  - 2. Electronic or motorized equipment
  - 3. Musical instruments
  - 4. Objects of art
  - 5. Explosives, ammunition, corrosives, flammables, or otherwise dangerous materials
- d) 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.
- e) Unless advance arrangements have been made with the Carrier, the Carrier may carry on later flights baggage which is in excess of the free baggage allowance.
- f) The Carrier may refuse to carry checked baggage if it determines that the baggage has not been properly and securely packed in suitable suitcases or containers, or if it is damaged to the extent such as to render it unable to withstand ordinary handling and unsuitable for air transportation. At the Carrier's discretion, it may accept unsuitably or inadequately packed items only when a limited release tag is issued recording all the baggage deficiencies of such baggage. Compensation may be denied as a result of the aforementioned factors.

### 14.7 Right of search

- a) The Carrier may request the Passenger to permit a search to be conducted of their person and baggage. The Carrier may search baggage in the Passenger's absence. The purpose of any search is to ensure aircraft and Passenger safety, security and to determine whether the Passenger is in possession of, or the baggage contains, items mentioned above or any arms or ammunition which have not been presented to the Carrier. If the Passenger refuses to comply with the request for search, the Carrier may refuse to carry the Passenger and/or their baggage.

#### 14.8 Musical Instruments

- a) Carrier accepts Musical instruments for Travel on its flights as checked or carry-on baggage as provided for in this Rule with respect to the weight or dimension of baggage. Passengers may bring their musical instrument on board as part of their carry-on baggage provided it meets the Carrier's Transport Canada approved carry-on sizing requirements, and it is able to fit safely in the overhead bin, or under the seat in front of the Passenger. The maximum size for musical instruments for carry-on is 23 cm x 40 cm x 51 cm (9" x 16" x 20") and the packed instrument must weigh 5 kg (11 lbs) or less. Where possible, the Carrier will allow the Passenger to board during the preboarding process to allow the Passenger 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 a musical instrument is too big, or there is not sufficient space to accommodate it in the cabin safely, Passengers may be asked to check their instrument as checked baggage. Charges may apply as per Rule 14.3. Musical instruments as checked baggage are subject to the terms and fees as set out in Rule 14.4. 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:
1. To carry the musical instrument as cabin seat baggage, if space on board and the nature of the instrument allows it; or alternatively
  2. To accept the instrument as checked baggage

#### 14.9 Baggage Loss, Damage, or Delays

- a) The Carrier cannot guarantee that the Passenger's baggage will be carried on their flight if sufficient space is not available as determined by the Carrier
- b) If the Passenger's baggage does not arrive on the same flight as the Passenger, the Carrier will take steps to deliver the baggage to the Passengers residence/ hotel as soon as possible. The Carrier will take steps to inform the Passenger on the status of the baggage. Compensation will be provided as set out herein.
- c) Notwithstanding the foregoing, Passengers will be entitled to reimbursement from the Carrier for reasonable expenses incurred as a result of the baggage loss, damage, or delay, subject to the following conditions:
1. Under the Warsaw Convention and Montreal Convention, whichever may apply, 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.
  2. For baggage claims, reimbursement for expenses will be based upon acceptable proof of claim.
  3. If no complaint is made within the times aforesaid, no action shall lie against the Carrier, save in the case of fraud on its part.

4. No claim shall be eligible under this Rule unless the Passenger presents a valid baggage tag issued by the Carrier for the lost, damaged, or delayed bag.
5. In the case of damaged baggage, the Carrier's liability shall be limited to repairing the damaged baggage, paying the cost of the repair, if such were pre-approved by the Carrier on the basis of an estimate or replacing the baggage if it is not repairable.
6. The liability of the Carrier in the case of destruction, lost, damaged, or delayed baggage shall not exceed the amounts set forth in Rule 11.
7. Notwithstanding the provisions set out in this Rule, for all Passengers travelling between Canada and International points outside Canada, when the Passenger's baggage has been delayed, the Carrier will ensure the Passenger has their incidentals covered as required. In order to receive interim compensation for expenses incurred due to the delayed baggage, the Passenger must contact the Carrier's representative at their destination who will provide each Passenger with the following interim compensation payments: \$150 CAD for the first 24 hours, then an additional \$75 CAD each day after the first 24 hours. This does not limit or reduce the Passenger's right to claim damages, if any, under the applicable convention of law.
8. If baggage fees have been incurred (i.e checked baggage, excess baggage or overweight) such baggage fees will be reimbursed to the Passenger in the case of any lost, damaged, or delayed baggage.
9. After a 21-day baggage delay, the Carrier will provide a settlement in accordance with the following rules:
  - a. The settlement will be for the value of the delayed baggage and shall not exceed the amount set forth in Rule 11.
  - b. The settlement shall be for the value of the delayed baggage; and
  - c. In connection with any settlement under this subsection (7), the Passenger will be required to furnish proof of the value of the delayed baggage.
10. The Carrier may refuse or decline any claim relating to delayed baggage, in whole or in part, if:
  - a. The conditions set out in this Rule have not been met;
  - b. The Passenger has failed or declined to provide proof or particulars establishing that the expenses claimed were incurred by the Passenger and resulted from a delay for which compensation is available under this Rule; or
  - c. 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.

11. 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 their bag is in the possession of the Carrier and that they need to make arrangements at their own expense for collecting their baggage within 30 days.
12. Notwithstanding the above, the Carrier's maximum liability for baggage is as set forth in Rule 11.
13. 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 for any reason beyond the control of the Carrier.
14. The Carrier is not liable for damage to the Passenger's baggage caused by contents in the Passenger's baggage. Any Passenger whose property causes damage to another Passenger's baggage, or the property of the Carrier will compensate the Carrier for all the losses and expenses incurred as a result.

## **RULE 15. DELAYS OR CANCELLATIONS – OUTSIDE THE CARRIER'S CONTROL**

### 15.1 Applicability

- a) This Rule applies to all Passengers irrespective of the type of fare on which they are travelling or have purchased.

This Rule applies in respect of a Carrier when there is a delay or cancellation due to situations outside the Carrier's control. See Rule 15.3 for situations that are outside a Carrier's control.

### 15.2 General

- a) The Carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
- b) Personalized documents, as a ticket/itinerary issued by the Carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the Carrier and the passenger.
- c) A delay or cancellation that is directly attributable to an earlier delay or cancellation that is due to situations outside the Carrier's control, is considered to also be due to situations outside that Carrier's control if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

## Sunwing

CTA(A) No. 6

Original Page 49

- d) The Passenger who attempts to check-in after the Carrier's check-in deadline or presents themselves at the boarding area after the Carrier's boarding time deadline as specified under Rule 8.2 Check-in time limits, will not receive consideration per Rule 19 and will have their reservation cancelled as specified under Rule 8.
- e) Irrespective of the treatment that they may have received, a Passenger may invoke the provisions of the Convention regarding liability in the case of a Passenger delay. See Rule 11.
- f) In the case of a delay or cancellations at the airport, the Carrier will give priority to assistance to any Passenger with a disability and to unaccompanied minors.

### 15.3 Situations outside the Carrier's control

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

- a) War or political instability;
- b) Illegal acts or sabotage;
- c) Meteorological conditions or natural disasters that make the safe operation of the aircraft impossible
- d) Instructions from air traffic control
- e) A NOTAM (Notice to Airmen), as defined in subsection 101.01(1) of the *Canadian Aviation Regulations*;
- f) A security threat;
- g) Airport operation issues;
- h) A medical emergency;
- i) A collision with wildlife;
- j) A labor disruption within the carrier or within an essential service provider such as an airport or an air navigation service provider;
- k) 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.

### 15.4 Communication with Passengers – delay or cancellation outside the Carrier's control

- a) The Carrier will communicate with Passengers in accordance with the provisions of Rule 20.

15.5 Alternate arrangements – delay or cancellation outside the Carrier’s control

- a) If a flight is cancelled, or once a flight delay has reached three hours, the Carrier will provide to the Passenger, free of charge, a confirmed reservation on the next available flight that is operated by the Carrier, or a carrier with which they have a commercial agreement, 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 after the departure time that is indicated on that ticket.
- b) If the Carrier cannot provide a confirmed reservation in accordance with (a) above, the carrier will, at the Passenger's choice:
  - 1. Provide a refund for any unused portion of the ticket; or
  - 2. Make the following alternate travel arrangements, free of charge:
    - a. A confirmed reservation on the next available flight that is operated by any carrier and is travelling 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
    - b. If the new departure is from an airport other than the one at which the Passenger is located, transportation to that other airport.
- c) **Return to the point of origin:** If the passenger's trip no longer serves its purpose because of the disruption, and the passenger is no longer at their point of origin, then the carrier will provide the passenger, free of charge, with a confirmed reservation for a flight back to the point of origin that accommodates the passenger's travel needs, and refund the entire ticket (as if no part of the trip had been made).
- d) **Refund:** A Passenger who is eligible to be refunded as per 15.5 (b) above, may choose a refund, pursuant to Rule 21, at any time prior to being provided with a confirmed reservation.
- e) **Comparable services:** To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including the carrier making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for Passengers with disabilities.
- f) **Refund of additional services:** The Carrier will refund the cost of any additional services purchased in connection with the passenger's original ticket when the passenger is provided with alternate travel arrangements, if:
  - 1. The Passenger did not receive those services; or,
  - 2. The Passenger paid for those services a second time.
- g) **Higher class of service:** If a higher class of service is booked for the Passenger than was originally provided for on the Passenger's original ticket, the Carrier will not request supplementary payment from the Passenger
- h) **Lower class of service:** If the alternate travel arrangements provide for a lower class of service than the original ticket, the carrier will refund the difference in the cost of the applicable portion of the ticket.

- i) **Method used for refund:** Refunds under this section will be made in conformity with Rule 21, will be paid to the person who purchased the ticket or additional service, and will be paid using the method for the original payment, unless
  1. The Carrier has informed the person in writing of the monetary value of the original ticket or additional service, and the availability of a refund by the method used for the original payment;
  2. The refund is offered in another form that does not expire; and
  3. The person confirms, in writing, that the Carrier has informed them of their right to receive the refund by the method used for the original payment and that the person has chosen to receive the refund in another form.
- j) **Refund deadline:** Where a refund is required to be provided under this Rule, it will be provided within 30 days of the flight disruption.

## **RULE 16. DELAYS OR CANCELLATION – WITHIN THE CARRIER’S CONTROL AND WITHIN THE CARRIER’S CONTROL BUT REQUIRED FOR SAFETY PURPOSES**

### 16.1 Applicability

- a) This Rule applies to all Passengers irrespective of the type of fare on which they are travelling or have purchased.

This Rule applies in respect of a Carrier when there is a delay or cancellation due to a situation that is within the Carrier’s control and within the Carrier’s control but required for safety purposes.

### 16.2 General

- a) The Carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
- b) Personalized documents, as a ticket/itinerary issued by the Carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the Carrier and the passenger.
- c) A delay or cancellation that is directly attributable to an earlier delay or cancellation that is within the Carrier’s control but is required for safety purposes, is considered to also be due to situations within the Carrier’s control but required for safety purposes, if that Carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

## Sunwing

CTA(A) No. 6

Original Page 52

- d) The Passenger who attempts to check-in after the Carrier's check-in deadline or presents themselves at the boarding area after the Carrier's boarding time deadline as specified under Rule 8.2 Check-in time limits, will not receive consideration per Rule 16 and will have their reservation cancelled as specified under Rule 8.
- e) Irrespective of the treatment that they may have received, a Passenger may invoke the provisions of the Convention regarding liability in the case of a Passenger delay. See Rule 11.
- f) In the case of a delay or cancellations at the airport, the Carrier will give priority to assistance to any Passenger with a disability and to unaccompanied minors.

### 16.3 Communication with Passengers – delay or cancellation within the Carrier's control and within the Carrier's control but required for safety purposes

- a) The Carrier will communicate with Passengers in accordance with the provisions of Rule 20.

### 16.4 Alternate arrangements – delays or cancellation within the Carrier's control and within the Carrier's control but required for safety purposes

- a) In case of a delay of three hours or more, if the passenger desires, or a flight cancellation, the carrier will provide the following alternate travel arrangements free of charge to ensure that each passenger completes their itinerary as soon as feasible:
  - 1. 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,
  - 2. 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 (1),

3. If the Carrier cannot provide a confirmed reservation that complies with subparagraph (1) or (2) (above),
  - a. 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,
  - b. If the new departure is from an airport other than one at which the passenger is located, transportation to that other airport.
- b. **Refund:** If the alternate travel arrangements offered, in accordance with 16.4 (a) above, 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 original ticket and the travel no longer serves a purpose because of the delay or cancellation, refund the ticket, pursuant Rule 21, and provide the Passenger, free of charge, with a confirmed reservation that is for a flight to that point of origin which accommodates the Passenger's travel needs
  2. In any other case, refund the unused portion of the ticket. The amount of the refund will be calculated pursuant to Rule 21.
- c) **Comparable services:** To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including the carrier making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for Passengers with disabilities.
- d) **Refund of additional services:** The Carrier will refund the cost of any additional services purchased in connection with the passenger's original ticket when the passenger is provided with alternate travel arrangements, if:
  1. The Passenger did not receive those services; or,
  2. The Passenger paid for those services a second time.
- e) **Higher class of service:** If a higher class of service is booked for the Passenger than was originally provided for on the Passenger's original ticket, the Carrier will not request supplementary payment from the Passenger
- f) **Lower class of service:** If the alternate travel arrangements provide for a lower class of service than the original ticket, the carrier will refund the difference in the cost of the applicable portion of the ticket.

## Sunwing

CTA(A) No. 6

Original Page 54

- g) **Method used for refund:** Refunds under this section will be made in conformity with Rule 21, will be paid to the person who purchased the ticket or additional service, and will be paid using the method for the original payment, unless
1. The Carrier has informed the person in writing of the monetary value of the original ticket or additional service, and the availability of a refund by the method used for the original payment;
  2. The refund is offered in another form that does not expire; and
  3. The person confirms, in writing, that the Carrier has informed them of their right to receive the refund by the method used for the original payment and that the person has chosen to receive the refund in another form.
- h) **Refund deadline:** Where a refund is required to be provided under this Rule, it will be provided within 30 days of the flight disruption.

### 16.5 Standards of treatment – delays or cancellation within the Carrier’s control and within the Carrier’s control but required for safety purposes

- a) If the Passenger has been informed of the delay or of the cancellation less than 12 hours before the departure time that is indicated on their original ticket and they have waited two hours after the departure time that is indicated on their original ticket, the carrier must provide the passenger with the following treatment free of charge:
1. Food and drink in reasonable quantities, taking into account the length of the wait, the time of day and the location of the passenger; and
  2. Access to a means of communication.
- b) **Accommodations:** If the Passenger has been informed of the delay or of the cancellation less than 12 hours before the departure time that is indicated on their original ticket and if the Carrier expects that the Passenger will be required to wait overnight for their original flight or for a flight reserved as part of alternate travel arrangements, the Carrier must offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the Passenger, as well as transportation to the hotel or other accommodation and back to the airport.
- c) **Refusing or limiting treatment:** The Carrier may limit or refuse to provide a standard of treatment referred to in (a) and (b) above if providing that treatment would further delay the Passenger.

## Sunwing

CTA(A) No. 6

Original Page 55

### 16.6 Compensation – delay or cancellation within the Carrier’s control and *not* required for safety purposes

- a) Compensation for inconvenience is only payable when the delay or cancellation is within the Carrier’s control and is not required for safety purposes.
- b) If a Passenger is informed 14 days or less before the departure time on their original ticket that the arrival of their flight at the destination that was indicated on their ticket will be delayed, the carrier will provide the minimum compensation for inconvenience as follows:

Compensation amount	Arrival time
\$400 CAD	the arrival of the Passenger’s flight at the destination that is indicated on the original ticket is delayed by <b>three hours or more, but less than six hours</b>
\$700 CAD	the arrival of the Passenger’s flight at the destination that is indicated on the original ticket is delayed <b>by six hours or more, but less than nine hours, or</b>
\$1000 CAD	the arrival of the Passenger’s flight at the destination that is indicated on the original ticket is delayed <b>by nine hours or more</b>

- c) If the Passenger’s ticket is refunded in accordance with 16.4 (b), the Carrier will provide a minimum compensation of \$400 CAD.
- d) **Deadline to file request:** To receive the minimum compensation referred to in (b) or (c) above, a Passenger must file a request for compensation with the Carrier before the first anniversary of the day on which the flight delay or flight cancellation occurred.
- e) **Deadline to respond:** The Carrier will, within 30 days after the day on which it receives the request, provide the compensation or an explanation as to why compensation is not payable.
- f) **Compensation for inconvenience:** If the Carrier is required by this tariff to provide compensation to a Passenger, the Carrier will offer it in form of money (i.e., cash, cheque, or bank transfer). However, the compensation may be offered in another form (e.g. a travel credit) if:
  - 1. compensation in the other form has a greater monetary value than the minimum monetary value of the compensation that is required under the APPR;
  - 2. The other form of compensation does not expire; and
  - 3. The Passenger confirms in writing that they have been informed of their right to receive monetary compensation and have chosen the other form of compensation.

## **RULE 17. TARMAC DELAY**

### 17.1 Applicability

- a) This Rule applies to all Passengers experiencing a tarmac delay irrespective of the type of fare on which they are traveling, or they have purchased
- b) Irrespective of the treatment that they may have received, a Passenger may invoke the provisions of the Convention regarding liability in the case of a Passenger delay. See Rule 11.

### 17.2 General

- a) Passengers who experienced or are experiencing a tarmac delay may, depending on the circumstances, also find relief pursuant to:
  - 1. Rule 15, Delay or cancellation – outside Carrier’s control
  - 2. Rule 16, Delay or cancellation - within Carrier's control and within the Carrier's control but required for safety purposes.
- b) **Urgent medical assistance:** 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, the Carrier will facilitate access to the medical assistance.
- c) **Tarmac delay obligations – standards of treatment:** 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, the Carrier will provide Passengers with the following treatment, free of charge:
  - 1. If the aircraft is equipped with lavatories, access to those lavatories in working order;
  - 2. Proper ventilation and cooling or heating of the aircraft
  - 3. If it is feasible to communicate with people outside of the aircraft, the means to do so; and
  - 4. Food and drink, in reasonable quantities, taking into account the length of the delay, the time of day and the location of the airport.
- d) **Communication and information:** Once it becomes clear that the aircraft will experience a tarmac delay, the Carrier will communicate with Passengers in accordance with the provisions of Rule 20.

### 17.3 Tarmac delay (over 3 hours) Carrier obligations at an airport in Canada

- a) **Passenger disembarkation:** If a flight is delayed on the tarmac at an airport in Canada, the Carrier will provide an opportunity for Passengers to disembark:
  - 1. three hours after the aircraft doors have been closed for take-off; and
  - 2. three hours after the flight has landed, or at any earlier time if it is feasible.

- b) **Exception:** The Carrier is not required to provide an opportunity for Passengers to disembark in accordance with (a) (above) if:
  - 1. it is likely that take-off will occur less than three hours and 45 minutes after the doors of the aircraft are closed for take-off or after the flight has landed, and,
  - 2. the Carrier is able to continue to provide the standards of treatment referred to in 17.2 (c) (above).
- c) If a Passenger opts to disembark pursuant to Rule 17.3 (a) and the Passenger fails to make themselves readily available for an immediate departure should that occur, the Carrier:
  - 1. Cannot guarantee that the Passenger can be re-accommodated on to the aircraft,
  - 2. Will treat the Passenger, as appropriate, under the provisions of Rule 16.
- d) **Priority disembarkation:** If the Carrier allows disembarkation, it will, if it is feasible, give Passengers with disabilities and their support person, service animal or emotional support animal, if any, the opportunity to leave the aircraft first.
- e) **Exceptions:** Rule 17.3 (a) does not apply if providing an opportunity for Passengers to disembark is not possible, including if it is not possible for reasons related to safety and security or to air traffic or customs control.

## **RULE 18. DENIAL OF BOARDING – OUTSIDE THE CARRIER’S CONTROL**

### 18.1 Applicability

- a) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or have purchased.
- b) This Rule applies in respect of a Carrier when there is a denial of boarding due to situations outside the Carrier’s control. See 18.3 for situations that are outside a carrier’s control.
- c) 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. To see the Carrier’s policy in this respect, refer to Rule 8.

## Sunwing

CTA(A) No. 6

Original Page 58

### 18.2 General

- a) The Carrier will make all reasonable efforts to transport the Passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
- b) Personalized documents, such as a ticket/itinerary issued by the Carrier for the Passenger, which are consistent with the reservation held by the Passenger form part of the contract of carriage between the Carrier and the Passenger.
- c) The Passenger holding a confirmed ticketed reservation must present themselves for carriage in accordance with this Tariff having complied fully with the Carrier's applicable reservation, ticketing, check-in and boarding requirements within the time limits as set out in Rule 8.
- d) The Passenger who attempts to check-in after the Carrier's check-in deadline or presents themselves at the boarding area after the Carrier's boarding time deadline as specified under Rule 8.2 Check-in and boarding time limits, will not receive consideration per Rule 18 and will have their reservations cancelled as specified under Rule 8, Refusal to transport.
- e) A denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations outside the Carrier's control, is considered to also be due to situations outside that Carrier's control if that Carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
- f) Irrespective of the treatment that they may have received, a Passenger may invoke the provisions of the Convention regarding liability in the case of Passenger delay. See Rule 11.

### 18.3 Situations outside the Carrier's control

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

- a) War or political instability;
- b) Illegal acts or sabotage;
- c) Meteorological conditions or natural disasters that make the safe operation of the aircraft impossible
- d) Instructions from air traffic control
- e) A NOTAM (Notice to Airmen), as defined in subsection 101.01(1) of the *Canadian Aviation Regulations*;
- f) A security threat;
- g) Airport operation issues;
- h) A medical emergency;
- i) A collision with wildlife;
- j) A labor 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.

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18.4 Communication with passengers – denial of boarding outside the Carrier’s control

- a) The Carrier will communicate with Passengers in accordance with the provisions of Rule 20.

18.5 Alternate arrangements – denial of boarding outside the Carrier’s control

- a) If there is a denial of boarding due to situations outside the Carrier’s control, the Carrier will provide alternate travel arrangements, free of charge, to ensure that Passengers complete their itinerary as soon as feasible:
  - 1. 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, 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 end of the event that caused the denial of boarding.
- b) If the Carrier cannot provide a confirmed reservation in accordance with (a) above:
  - 1. Provide a refund for any unused portion of the ticket; or
  - 2. 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, 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
    - a. If the new departure is from an airport other than the one at which the Passenger is located, transportation to that other airport.
- c) **Comparable services:** To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including the carrier making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for Passengers with disabilities.
- d) **Refund of additional services:** The Carrier will refund the cost of any additional services purchased in connection with the passenger's original ticket when the passenger is provided with alternate travel arrangements, if:
  - 1. The Passenger did not receive those services; or,
  - 2. The Passenger paid for those services a second time.

## Sunwing

CTA(A) No. 6

Original Page 60

- e) **Higher class of service:** If a higher class of service is booked for the Passenger than was originally provided for on the Passenger's original ticket, the Carrier will not request supplementary payment from the Passenger
- f) **Lower class of service:** If the alternate travel arrangements provide for a lower class of service than the original ticket, the carrier will refund the difference in the cost of the applicable portion of the ticket.
- g) **Method used for refund:** Refunds under this section will be made in conformity with Rule 21, will be paid to the person who purchased the ticket or additional service, and will be paid using the method for the original payment, unless
  1. The Carrier has informed the person in writing of the monetary value of the original ticket or additional service, and the availability of a refund by the method used for the original payment;
  2. The refund is offered in another form that does not expire; and
  3. The person confirms, in writing, that the Carrier has informed them of their right to receive the refund by the method used for the original payment and that the person has chosen to receive the refund in another form.

**Refund deadline:** Where a refund is required to be provided under this Rule, it will be provided within 30 days of the flight disruption.

## **RULE 19. DENIAL OF BOARDING – WITHIN THE CARRIER’S CONTROL AND WITHIN THE CARRIER’S CONTROL BUT REQUIRED FOR SAFETY PURPOSES**

### 19.1 Applicability

- a) This Rule applies to all Passengers irrespective of the type of fare on which they are travelling or have purchased.
- b) This Rule applies in respect of a Carrier when there is a denial of boarding due to a situation that is within the Carrier’s control and within the Carrier's control but required for safety. 19.7 is only applicable if the denial of boarding is within the Carrier’s control and is *not* required for safety purposes.
- c) 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

## Sunwing

CTA(A) No. 6

Original Page 61

### 19.2 General

- a) The Carrier will make all reasonable efforts to transport the Passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
- b) Personalized documents, such as a ticket/itinerary issued by the carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the carrier and the passenger.
- c) The Passenger holding a confirmed ticketed reservation must present themselves for carriage in accordance with this tariff having complied fully with the Carrier's applicable reservation, ticketing, check-in and boarding requirements within the time limits set out in Rule 8.
- d) A denial of boarding that is directly attributable to an earlier delay or cancellation that is within that Carrier's control but is required for safety purposes, is considered to also be within that Carrier's control but required for safety purposes if that Carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
- e) The Passenger who attempts to check-in after the Carrier's check-in deadline or presents themselves at the boarding area after the Carrier's boarding time deadline as specified under Rule 8.

### 19.3 Denial of boarding – within the Carrier's control and within the Carrier's control but requires for safety purposes – request for volunteers

- a) In cases of denial boarding within the Carrier's control and within the Carrier's control but required for safety purposes, the Carrier will not deny boarding to a Passenger unless it has asked all Passengers if they are willing to give up their seat. As such, the Carrier will make an announcement and ask for volunteers to relinquish their seats from among the confirmed Passengers. At the same time, the Carrier will announce what type of benefits Passengers will be entitled to should they voluntarily relinquish their seat. The Carrier will advise any Passenger who expresses an interest in relinquishing their seat of the amount of compensation a Passenger could receive pursuant to 19.7 (a) if there is a denial of boarding.
- b) Attempts to find volunteers may take place at the check-in or boarding areas. The Carrier may also seek volunteers before the Passenger arrives at the airport. The Carrier will continue to make this request of Passengers until it obtains enough volunteers to prevent a denial of boarding or until it determines that it does not, despite its best efforts, have enough volunteers
- c) If the Carrier offers a benefit in exchange for a Passenger willingly relinquishing their seat in accordance with (a) (above) and a Passenger accepts the offer, or if they negotiate a benefit acceptable to both parties, the Carrier will provide the Passenger with a written confirmation of that benefit before the flight departs. A Passenger who willingly relinquishes their seat is not considered to be a Passenger who has been subject to a denial of boarding by the Carrier and as such, is not entitled to compensation pursuant to 19.7.

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## Sunwing

CTA(A) No. 6

Original Page 62

- d) Passenger on aircraft: The Carrier will not deny boarding to a Passenger who is already on-board the aircraft unless the denial of boarding is required for reasons of safety. However, Passengers may still elect to volunteer to relinquish their seat if already on-board the aircraft in exchange for benefits agreed upon with the Carrier.
- e) Priority for boarding: If denial of boarding is necessary, the Carrier will give priority for boarding to Passengers in the following order:
  - 1. An unaccompanied minor;
  - 2. A Passenger with a disability and their support person, service or emotional support dog, if any;
  - 3. A Passenger who is travelling with family members;
  - 4. A passenger who was previously denied boarding on the same ticket

### 19.4 Communication with Passengers – denial of boarding – within the Carrier’s control and within the Carrier’s control but required for safety purposes

- a) The Carrier will communicate with Passengers in accordance with the provisions of Rule 21.

### 19.5 Alternate arrangements – denial of boarding – within the Carrier’s control and within the Carrier’s control but required for safety purposes

- a) In the case where there is a denial of boarding for situations within the Carrier’s control or within the Carrier’s control but required for safety purposes, the Carrier will provide to each Passenger, free of charge, the following alternate travel arrangements to ensure that the Passenger completes their itinerary as soon as feasible:
  - 1. 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,
  - 2. 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 (1),

3. If the Carrier cannot provide a confirmed reservation that complies with subparagraph (1) or (2) (above),
  - a. 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
  - b. If the new departure is from an airport other than at which the Passenger is located, transportation to that other airport.
- b) **Refund:** If the alternate travel arrangements offered in accordance with 19.6 (a) do not accommodate the Passenger's travel needs, the Carrier will
  1. If the Passenger is no longer at the point of origin that is indicated on the original ticket and the travel no longer serves a purpose because of the denial of boarding, refund the ticket and provide to the Passenger, free of charge, a confirmed reservation for a flight to that point of origin that accommodates the Passenger's travel needs; and
  2. In any other case, refund the unused portion of the ticket
- c) **Comparable services:** To the extent possible, the alternate travel arrangements must provide services comparable to those of the original ticket, including the Carrier making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for Passengers with disabilities
- d) **Refund of additional services:** The Carrier will refund the cost of any additional services purchased in connection with the Passenger's original ticket when the Passenger is provided with alternate travel arrangements, if
  1. The Passenger did not receive those services on the alternate flight; or
  2. The Passenger paid for those services a second time.
- e) **Higher class of service:** If the alternate travel arrangements referred to in (a) above provide for a higher class of service than the original ticket, the Carrier will not request supplementary payment.
- f) **Lower class of service:** If the alternate travel arrangements provide for a lower class of service than the original ticket, the Carrier will refund the difference in the cost of the applicable portion of the ticket.
- g) **Method used for refund:** Refunds under this section will be made in conformity with Rule 21, will be paid to the person who purchased the ticket or additional service, and will be paid using the method for the original payment, unless:
  1. The Carrier has informed the person in writing of the monetary value of the original ticket or additional service, and the availability of a refund by the method used for the original payment;
  2. The refund is offered in another form that does not expire; and
  3. The Passenger confirms, in writing, that the Carrier has informed them of their right to receive the refund by the method used for the original payment and that the person has chosen to receive the refund in another form.

## Sunwing

CTA(A) No. 6

Original Page 64

- h) **Refund deadline:** Where a refund is required to be provided under this Rule, it will be provided within 30 days of the flight disruption.

### 19.6 Standards of treatment – denial of boarding – within the Carrier’s control and within the Carrier’s control but required for safety purposes

- a) Before a Passenger boards the flight reserved as an alternate travel arrangement per 19.5 (a), the carrier will provide them with the following treatment free of charge:
1. food and drink in reasonable quantities, taking into account the length of the wait, the time of day and the location of the Passenger; and
  2. Access to a means of communication.
- b) **Accommodations:** If the Carrier expects that the Passenger will be required to wait overnight for a flight reserved as part of alternate travel arrangements, the Carrier must offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the Passenger as well as transportation to the hotel or other accommodation and back to the airport.
- c) **Refusing or limiting treatment:** The Carrier may limit or refuse to provide a standard of treatment referred to (a) and (b) above, if providing that treatment would further delay the Passenger.

### 19.7 Compensation – denial of boarding – within the Carrier’s control and within the Carrier’s control but required for safety purposes

- a) Compensation is only payable when the denial of boarding is within the Carrier's control and is *not* required for safety purposes.
- b) **Compensation for denial of boarding:** 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:

Compensation amount	Arrival time
\$900 CAD	the arrival of the Passenger’s flight at the destination that is indicated on the original ticket is delayed by <b>less than six hours</b>
\$1,800 CAD	the arrival of the Passenger’s flight at the destination that is indicated on the original ticket is delayed <b>by six hours or more, but less than nine hours, or</b>
\$2,400 CAD	the arrival of the Passenger’s flight at the destination that is indicated on the original ticket is delayed <b>by nine hours or more</b>

## Sunwing

CTA(A) No. 6

Original Page 65

- c) **Payment:** The Carrier will provide the compensation to the Passenger as soon as it is operationally feasible, but not later than 48 hours after the denial of boarding
- d) **Estimated arrival time:** If the compensation is paid before the arrival of the flight reserved as part of alternate travel arrangements made pursuant to 19.5 (a) above, at the destination that is indicated on their ticket, the compensation will be based on the flight's expected arrival time.
- e) **Written confirmation:** If it is not possible to provide the compensation before the boarding time of the flight reserved as part of alternate travel arrangements made pursuant to 19.5 (a) above, the Carrier will provide the Passenger with a written confirmation of the amount of the compensation that is owed.
- f) **Adjustment:** If the arrival of the Passenger's flight at the destination that is indicated on their original ticket is after the time it was expected to arrive when the compensation was paid or confirmed in writing and the amount that was paid or confirmed no longer reflects the amount due in accordance with 19.7 (b), the Carrier will adjust the amount of the compensation.
- g) **Compensation for inconvenience:** If the Carrier is required by 19.7 (b) above to provide compensation for a denial of boarding to a Passenger, the Carrier will offer it in form of money (i.e. cash, cheque, or bank transfer). However, the compensation may be offered in another form (e.g. a travel credit) if:
  - 1. compensation in the other form has a greater monetary value than the minimum monetary value of the compensation that is required under the APPR.
  - 2. The Passenger has been informed in writing of the monetary value of the other form of compensation;
  - 3. The other form of compensation does not expire; and
  - 4. The Passenger confirms in writing that they have been informed of their right to receive monetary compensation and have chosen the other form of compensation.

## **RULE 20. COMMUNICATION OF INFORMATION – CANCELLATION, DELAY, TARMAC DELAY, OR DENIAL OF BOARDING**

### 20.1 General

- a) In the cases where one of the following applies:
  - 1. Rule 15, Delay or cancellation – outside the Carrier's control,
  - 2. Rule 26, Delay or cancellation – within the Carrier's control and within the Carrier's control but required for safety purposes,
  - 3. Rule 17, Tarmac delay,
  - 4. Rule 18, Denial of boarding – outside the Carrier's control
  - 5. Rule 19, Denial of boarding – within the Carrier's control and within the Carrier's control but required for safety purposes.

## Sunwing

CTA(A) No. 6

Original Page 66

Pursuant to the provision of the APPR, the Carrier will provide the following information to the affected Passengers;

1. The reason for the delay, cancellation, or denial of boarding;
  2. The standard of treatment to which the Passenger may be entitled for the inconvenience;
  3. The standard of treatment for Passengers, if any; and
  4. The recourse available against the Carrier, including their recourse to the Agency
- c) In the case of a delay, the Carrier will communicate status updates every 30 minutes until a new departure time for the flight is set or alternate travel arrangements have been made for the affected Passenger.
- d) The Carrier will communicate new information to passengers as soon as feasible.
- e) The information in paragraph 20.1 (a) above will be provided by means of audible announcements. Visible announcements will be provided upon request.
- f) The information of paragraph 20.1 (a) above will also be provided to the Passenger using the available communication method that the Passenger has indicated that they prefer, including a method that is compatible with adaptive technologies intended to assist Passengers with disabilities.

## RULE 21. REFUNDS

### 21.1 Refusal to transport refunds

- a) A Passenger will not be eligible for a refund of their ticket or associated services if they are refused for transport pursuant to Rule 8, Refusal to transport.
- b) Any additional costs incurred by a Passenger resulting from a refusal to transport will not be reimbursed by the Carrier.

### 21.2 Involuntary refunds

- a) Involuntary refunds for additional services purchased are not subject to any restrictions and the Carrier will refund the entire value of the additional service paid.
- b) Involuntary refunds are not subject to any restrictions contained in the applicable fare rule.
- c) If no portion of the ticket has been used, the refund will be the full amount of the fare and charges paid, in case of a
  1. Delay or cancellation – outside the Carrier's control, within the Carrier's control and within the Carrier's control but required for safety purposes (as governed by Rule 15: Delay or cancellation – outside the Carrier's control, Rule 16, Delay or cancellation – within the Carrier's control and within the Carrier's control but required for safety purposes);

## Sunwing

CTA(A) No. 6

Original Page 67

2. Denial of boarding – within the Carrier's control and within the Carrier's control but required for safety purposes (as governed by Rule 19, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes).
- d) If a portion of the ticket has been used, the Carrier will refund the unused portion of the ticket, in the case of a:
1. delay or cancellation – outside the Carrier's control, within the Carrier's control and within the Carrier's control but required for safety purposes (as governed by Rule 15: Delay or cancellation – outside the Carrier's control, Rule 16, Delay or cancellation – within the Carrier's control and within the Carrier's control but required for safety purposes); or
  2. Denial of boarding – within the Carrier's control and within the Carrier's control but required for safety purposes (as governed by Rule 19, Denial of boarding – within the Carrier's control and within the Carrier's control but required for safety purposes).

### 21.3 Voluntary refunds

- a) Voluntary refunds will be based on the applicable fare at the time of ticket issuance, and the refund will be made in accordance with any restrictions contained in the applicable fare rules.
- b) Voluntary refunds will be made only by the Carrier which originally issued the ticket or its authorized agent.
- c) If a Passenger cancels a ticket, the Passenger is subject to cancellation fees as follows:

Product	When the cancellation is made	Cancellation fees per person
Sunwing Vacations package	45 days or more before departure	Non-refundable amount* required at the time of booking
	44-21 days before departure	50% of the total package cost (including the refundable taxes), or the non-refundable* amount required at the time of booking, whichever is greater
	20 days before departure	100% of total price (including the refundable taxes)
Air only ticket	21 days or more before departure	\$250 CAD
	20 days or less before departure	100% of total price (including the refundable taxes)

\* The non-refundable amount to be paid will be advised at the time of booking and is available on the Passenger's invoice once the booking has been made.

Note: Portions of the Sunwing Vacations package may be non-refundable such as excursions, transfers, kids' activities, flights, accommodation options, hotel services, and airport parking

- d) For tickets purchased through a travel agency or another airline, refund requests will be processed through such travel agency or airline to the person who purchased the ticket
- e) Where a refund is required to be provided under this Rule, it will be provided within 30 days of the refund request.

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