

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

ISSUED DATE	ISSUED BY	EFFECTIVE DATE
November 29, 2016	Mark Williams President	November 30, 2016
	<i>SUNWING AIRLINES INC.</i>	*per CTA Special
	27 Fasken Drive	Permission # 96705
	Toronto, Ontario	
	M9W1K6 Canada	

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

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**EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS**

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

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

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

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

**Air Service** includes a Live Flight and a Ferry Flight;

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

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

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

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

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

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

**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;

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

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

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

**Cargo Service** means the carriage of Cargo by the Carrier in accordance with the terms and provisions of this Tariff on a Trans-border Service or an International Service Flight;

**Carrier** means Sunwing Airlines Inc.

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

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

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

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

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

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

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

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

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

**International Service** means scheduled or non-scheduled Air Services (excluding Charters) for the transportation of Passengers and Goods between, from and to points within Canada on the one hand and points outside of Canada on the other hand;

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

**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);

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

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

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

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

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

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

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

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

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

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

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

**Schedule Irregularity** means any of the following irregularities which occur on the day of departure, but does not include disruptions resulting from labour disturbances and/or strikes:

- (a) advance schedule departure as defined herein;
- (b) delay in scheduled departure or arrival of the Carrier's flight resulting in a misconnection, or
- (c) flight cancellation, omission of a scheduled stop, or any delay or interruption in the scheduled operation of the Carrier's flights, or
- (d) substitution of equipment, or
- (e) schedule changes which require Rerouting a Passenger who has not been given notice of the change prior to the Passenger's arrival at the airport to check in for the original flight;

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

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

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

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

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

**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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## 1.2 Currency

For travel originating in Canada, all rates and charges published in this Tariff are published in the lawful currency of Canada. 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), as calculated on the date of signing the Air Transportation Contract. For travel originating in other countries, the rates and charges may be published in another currency, as specified.

## 1.3 Mileage Determination

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

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

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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 in respect of:

- (a) an International Service.
- (b) a Cargo Service.
- (c) This Tariff contains the conditions of carriage and practices upon which the Carrier transports and agrees to transport and are expressly agreed to by the Passenger to the same extent as if such rules were included as conditions in the contract of carriage. Transportation is subject to the rules, Fares and charges in effect on the date on which such transportation commences at the point of Origin designated on the Tickets.
- (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.
- (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.

**2.2 Air Transportation Contract Requirement**

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

**2.3 Incorporation of Tariff into Air Transportation Contract**

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

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## 2.4 Conditions of Application

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

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**RULE 3. RATES AND CHARGES – INTERNATIONAL SERVICE**

**3.1 International Service Fares, Rates and Charges**

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

**3.2 Payment Terms**

Payments terms are filed through the ATPCO Tariff.

**3.3 Passenger Cancellation, Change and Refund Terms**

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

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**RULE 4. CARGO**

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

- (a) The Carrier shall have the right, but not the obligation, to make such inspections of Cargo as it deems necessary or appropriate, with or without the shipper's consent or knowledge. The existence or exercise of such right shall not be construed as an agreement, expressed or implied, by the Carrier to carry such Cargo as would otherwise be precluded from carriage in accordance with this Tariff.
- (b) The Carrier shall not be liable for any damage to any Cargo resulting from exposure to electro-magnetic x-ray or fluoroscopic metal or other detecting devices as a result of any such inspections.
- (c) All Cargo presented for carriage shall be crated or otherwise suitably enclosed and be of weight, size and character that is suitable for carriage on the aircraft.
- (d) Perishable Goods shall be properly packed by the shipper to prevent damage, or deterioration in flight. The Carrier shall not be liable for any loss, damage, deterioration or destruction of perishable Goods regardless of its cause, including loss, damage, deterioration or destruction resulting from delay in departure or enroute unless directly caused by the gross negligence or willful misconduct of the Carrier.
- (e) **Non-acceptance by Consignee** – where any Goods are refused by the consignee, or effective arrangements have not been made by the shipper for the consignee to accept the Goods at the destination, or where instructions for disposal cannot be obtained from the shipper or consignee, or where there is danger that the Goods shall become worthless because of delay in transit or delivery or non-delivery, the Carrier shall without prior notice, dispose of the Goods upon such terms as shall appear fit and proper to the Carrier with any and all costs of disposal, delivery or storage thereof payable by the shipper.
- (f) **Refusal of Carriage** – the Carrier shall refuse to carry or shall remove enroute any Cargo when:
  - (i) Such Cargo:
    - May endanger the safety of the aircraft, Air Crew, other Cargo, Passengers or Baggage;
    - Is shipped contrary to any applicable laws, regulations or orders of any place to be flown from, into or over;
    - Is likely to be damaged by air carriage;
    - Is improperly packed or otherwise defective.
  - (ii) The weight, size or character of the Cargo is unsuitable for carriage on the aircraft.

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(g) **Restricted Articles**

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

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**RULE 5. PASSPORT AND VISAS****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 he desires transportation, and unless applicable laws provide otherwise, 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. The Carrier shall not be liable for any aid or information given by any agent or employee of the Carrier to any Passenger in connection with obtaining such documents or complying with such laws, whether given orally or in writing or otherwise; or for the consequences to any Passenger resulting from his failure to obtain such documents or to comply with such laws. Failure of a Passenger to comply with this Rule, will result in the Passenger being denied boarding 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. 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.

**RULE 6. CAPACITY LIMITATIONS**

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

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

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

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

**(ii) Acceptance of a Passenger with a disability**

- (a) Carrier will accept the determination of a Person with a disability as to self-reliance. When a Passenger has advised a Carrier of his self-reliance, a Carrier shall not refuse such Passenger transportation on the basis that there is a lack of escort or that the Passenger may require additional attention from airline employees.

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(b) Carrier will refuse to transport or will remove at any point, any Passenger whose mental or physical condition is such as to render him incapable of caring for himself/herself without assistance, unless:

- (i) he/she is accompanied by an attendant who will be responsible for caring for him enroute, and;
- (ii) with the care of such attendant, he/she will not require unreasonable attention or assistance from employees of the Carrier.

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

<b><u>Disability</u></b>	<b><u>Assistant Required</u></b>	<b><u>Maximum Per Ft.</u></b>
Mental health disability/self-reliant	No	No Limit
Mental health disability /non self-reliant	Yes	No Limit
Blind	No	No Limit
Deaf	No	No Limit
Blind and Deaf /Self-reliant	No	No Limit
Blind and Deaf /Non Self-reliant	Yes	No Limit
Intellectual /Self-reliant	No	No Limit
Intellectual /Non-self-reliant	Yes	No Limit
Passenger requiring wheelchair:		
- Ambulatory/Self-reliant	No	No Limit
- Ambulatory/Non-self-reliant	Yes	No Limit
- Non-ambulatory/Self-reliant	No	No limit
- Non-ambulatory/Non-self-reliant	Yes	No limit

Note 1: Seating will be in accordance with transport Canada/F.A.A. Guidelines.

(iii) **Medical Clearance**

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

(iv) **Seating restrictions**

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

(v) **Reservations/Check-in requirements**

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



**(vi) Acceptance of Mobility Aids**

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

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

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

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

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(vii) **Service Animals trained to lead the blind and or assist the deaf**

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

(viii) **Additional Services**

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

Services to be provided upon request will include:

1. Assisting with registration at the check-in counter;
2. Assisting in proceeding to the boarding area;
3. Assisting in boarding deplaning;
4. Assisting in stowing and retrieving carry-on Baggage and retrieving checked Baggage;
5. Assisting in moving to and from an aircraft lavatory;
6. Assisting in proceeding to the general public area or, in some cases, to a representative of another carrier;
7. Assisting in transferring a Person between the Person's own mobility aid and a mobility provided by the Carrier;
8. Assisting in transferring a Person between a mobility aid and the Person's Passenger seat;
9. Providing limited assistance with meals, such as opening packages, identifying items and cutting large food portions;
10. Inquiring periodically during a flight about a Person's needs, and
11. Briefing individual Passengers with disabilities and their attendant on emergency procedures and at the layout of the cabin.

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**RULE 8. REFUSAL TO TRANSPORT**

- (A) In the reasonable exercise of the Carrier's discretion, the Carrier may refuse to carry a Passenger or a Passenger's Baggage on the Carrier's flights, if the Carrier has previously notified the Passenger in writing of prohibited conduct as mentioned in (C) (iv) below. The Carrier may also refuse to carry the Passenger or the Passenger's Baggage if one of the following has occurred, or the Carrier has reason to believe will occur, in which case there will be no refund of the Passenger's Ticket:
- (i) Such action is necessary in order to comply with any applicable national or international regulations; or to comply with any government request for emergency transportation in connection with national defence, or wherever such action is necessary or advisable by reason of weather or other conditions beyond its control (including but without limitations: acts of God, Event of Force Majeure, strikes, civil commotion, embargoes, wars, hostilities or disturbances) actual, threatened or reported; or
  - (ii) When the Passenger refuses on request to produce positive identification; or
  - (iii) When a Passenger is to travel across any international boundary, if:
    - (a) the travel documents of such Passengers are not in order; or
    - (b) for any reason, such Passenger's embarkation from, transit through, or entry into any country from, through, or to which such Passenger desires transportation would be unlawful; or
    - (c) such Passenger fails or refuses to comply with the rules and regulations of the Carrier; or
    - (d) the Passenger does not appear to have valid travel documents and may seek to enter a country which he or she is only entitled to transit, or for which the Passenger does not have valid travel documents, destroys his or her travel documents during flight or refuse to surrender his or her travel documents to the Air Crew – against receipt – when so requested; or
  - (iv) The carriage of the Passenger or the Passenger's Baggage may endanger or affect the safety, health, or materially affect the comfort of other Passengers or Air Crew; or
  - (v) The Passengers mental or physical condition, including impairment by alcohol or drugs (except a medical patient under proper care), presents a hazard or risk to yourself, to Passengers, to Air Crew or to property; or
  - (vi) The Person's conduct, or condition is or has been known to be verbally or physically abusive, offensive, threatening, intimidating, violent or otherwise disorderly and in the reasonable judgment of a Carrier employee there is a possibility that such Passenger(s) would cause disruption or serious impairment to the physical comfort or safety of other Passengers or Carrier's employees, interfere with an Air Crew member in the performance of his duties aboard Carrier's aircraft, or otherwise jeopardize safe and adequate flight operations; or
  - (vii) The Person fails to observe the instructions of the Carrier and its employees, including instructions to cease prohibited conduct; or

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- (viii) The Person is unable/unwilling to sit in the seat with the seatbelt fastened; or
- (ix) The Person smokes or attempts to smoke in the aircraft; or
- (x) The Person uses or continues to use a cellular phone, a laptop computer or an electronic device on board the aircraft after being advised to cease such use by a member of the Air Crew; or
- (xi) The Person is 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
- (xii) The Person is manacled and in the custody of law enforcement personnel; or
- (xiii) The Person has resisted or may reasonably be believed to be capable of resisting escorts; or
- (xiv) The Passengers mental or physical condition is such as to render him /her incapable or caring himself/herself without assistance or medical treatment enroute unless:
  - (a) He/She is accompanied by a ticketed attendant who will be responsible for caring for him/her enroute; and
  - (b) With the care of such attendant he/she will not require unreasonable attention or assistance from Carrier personnel; or
- (xv) The Passenger appears to have an obvious contagious disease; or has an offensive odour (for example, such as from a draining wound); or
- (xvi) The Passenger has committed misconduct on a previous flight, and the Carrier has reason to believe that such conduct may be repeated; or
- (xvii) The Passenger has refused to submit to a security check; or
- (xviii) The Passenger has not paid the applicable Fare, taxes, fees or charges; or
- (xix) The Passenger presents a Ticket that has been acquired unlawfully, has been purchased from an entity other than the Carrier or its Authorized Agent, or has been reported lost or stolen or the Passenger cannot prove that he or she is the Person named in the Ticket; or
- (xx) The Passenger fails to observe the Carrier's instructions with respect to safety and security or other instructions; or
- (xxi) The Passenger has resisted or may reasonably be believed to be capable of resisting his or her attendant; or

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(xxii) The Passenger fails to meet the stipulated cut-off times at the check-in counter or at the gate in accordance with Rule 15(5).

**(B) Sanctions**

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

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

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

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

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

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**(E) Recourse of the Passenger and Limitation of Liability**

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

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

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

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

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**B. Seating of Children Under 12 with a Parent or Guardian****1. Carrier Policy**

Pursuant to the provisions set out below, Carrier will use all reasonable efforts to ensure that children 2-11 years of age (the “Accompanying Child”) are seated adjacent to or directly across the aisle from at least one of his/her parents or guardians travelling with such child.

**2. At Time of Reservation**

For a fee of \$20.00 one way per Passenger, advance seat selection is available at the time of booking for each parent or guardian and each child in order to ensure that the child will be seated with his/her parent(s) or guardian(s) throughout the reserved flights.

If advance seat selection is not chosen by the Accompanying Child’s parent(s) or guardian(s), the following steps will be taken by Carrier free of charge pursuant to the provisions of subparagraphs 3, 4 and 5 below.

**3. At the Time of Check-in**

**3.1** Prior to opening check-in counters, Supervisors on duty will go through the Passenger list to identify if any families are traveling with children on any given flight and who do not have assigned seats. It should be noted that this can be ascertained only if the bookings are under one PNR (Passenger Name Record).

**3.2** Subject to availability of unassigned seats, seats will be assigned beside one another or on seats separated by the aisle between them in the same row.

**3.3** Sometimes due to unavailability of unassigned seats if it is not possible to seat the whole family together, then at least one parent or guardian member of the family will be seated next to or across the aisle from the child.

**3.4** The procedures set out in paragraphs 3.2 and 3.3 above will also be followed for all other Passengers travelling with such children and not identified by the Supervisor prior to check-in.

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- 3.5** In an effort to accommodate Passengers with special seating requests, Carrier blocks two rows of six seats each on each flight for availability of such Passengers having special requests for seat selection at check-in. Special seating requests include, but also extend beyond, requests by parents or guardians for seating with a child.
- 3.6** Remaining available seats are selected by Passengers on a first come, first served basis.

**4. At Time of Boarding**

- 4.1** Prior to boarding, at time of check-in closure, if a situation is known where a minor child is not seated with a Parent/Guardian, the check-in counter will contact the gate to notify.
- 4.2** The gate agents will work to reassign seats, subject to availability. Failure to rectify at this stage, will result in a briefing to the Air Crew.

**5. On Board the Aircraft**

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

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**RULE 10. LIMITATION OF LIABILITY - PASSENGERS*****(a) For travel governed by the Montreal Convention***

For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this Tariff which may be inconsistent with those rules.

***(b) For travel governed by the Warsaw Convention***

Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not "international carriage", as defined by the Warsaw Convention. However, the Carrier with respect to all international transportation, as defined in the said Convention, performed by it, (except international transportation subject to the Montreal Agreement of 1966, which agreement, according to the contract of carriage includes a point in the United States of America as a point of origin, point of destination or agreed stopping place), agrees that the limit of liability for each Passenger for death or wounding or other personal injury shall be limited to proven damages not to exceed the sum of SDR 100,000 exclusive of legal fees and cost. Nevertheless, if the Carrier proves that the damage was caused by, or contributed to by the negligence of the injured or deceased Passenger; the Carrier may be exonerated in whole or in part from its liability in accordance with the applicable law.

***(c) For travel governed by either the Montreal Convention or the Warsaw Convention***

Nothing herein shall be deemed to affect the rights and liabilities of the Carrier with regard to any Person who has wilfully caused damage which resulted in death, wounding, or other bodily injury of a Passenger. Furthermore, nothing herein shall imply that the Carrier is the sole party liable to pay damages or shall restrict the rights of the Carrier to seek contribution or indemnity from any other party in accordance with applicable law.

***(d) For travel not governed by the Montreal Convention or the Warsaw Convention***

There are some exceptional cases of international carriage in which the rights of the Passengers are not governed by either the Montreal Convention or the Warsaw Convention. In such cases, the provisions of the Montreal Convention will be deemed to apply

**RULE 11. LIMITATION OF LIABILITY FOR BAGGAGE OR GOODS*****(a) For travel governed by the Montreal Convention***

For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this Tariff which may be inconsistent with those rules.

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***(b) For travel governed by the Warsaw Convention***

Carrier liability for the loss of, damage to or delay in the delivery of any personal property, including Baggage which are carried as checked Baggage and Goods, is limited to the sum of 250 francs per kilogram.

As regards objects of which the Passenger takes charge himself the liability of the Carrier is limited to 5,000 francs per Passenger.

Normal Carrier liability as contained in this Rule will be waived for substantial claims involving the loss of, damage to or delay in the delivery of mobility aids, when such items have been accepted as checked Baggage or otherwise.

In the case of loss, damage or delay of part of property carried as checked Baggage, the weight to be taken into consideration in determining the amount to which the Carrier's liability is limited shall be only the total weight of the property lost, damaged or delayed. Nevertheless, when the loss, damage or delay of a part of the property affects the value of other property covered by the same Baggage Check, the total weight of the property covered by the Baggage Check shall also be taken into consideration in determining the limit of liability.

The monetary unit referred to in this Rule shall be deemed to refer to the gold franc referred to in the Carriage by Air Act, R.S., 1985, c. C-26. For the purpose of settlement of claims and in the event of an action against the Carrier, any sum in francs shall be converted into Canadian dollars by:

- (1) converting francs into Special Drawing Rights at the rate of one Special Drawing Right for 15.075 francs; and
- (2) converting Special Drawings Rights into Canadian dollars at the rate established by the International Monetary Fund.

The rate of exchange for converting Special Drawing Rights into Canadian dollars shall be the rate prevailing on the date on which the amount of any damage to be paid by the Carrier is ascertained by a court or, in the event a settlement is agreed between Carrier and claimant, on the date settlement is agreed.

NOTE: At the time of filing of this Tariff provision, 250 francs convert to approximately CAD \$54.00 and 5000 francs convert to approximately CAD \$1087. These converted values are provided for general reference only. Carrier's liability will be calculated for each claim individually, based on the formula set out in this Rule.

***(c) For travel governed by either the Montreal Convention or the Warsaw Convention***

- (i) In no case shall the Carrier's liability exceed the actual loss suffered by the Passenger. All claims are subject to adequate proof of amount of loss.

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- (ii) In the case of damage or partial loss, the Person entitled to delivery must complain to the Carrier forthwith after discovery of the damage or partial loss, and, at the latest, within seven days from the date of receipt of the Baggage. In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the Baggage has been placed at his disposal. In the case of loss, the complaint must be made at the latest within 30 days from the date the Baggage should have been delivered. The Passenger must notify the Carrier immediately upon arrival in the case of missing checked-in Baggage. Every complaint, whether for loss, partial loss, damage or delay, must be made in writing and must be dispatched within the times aforesaid. Failing complaint within the times aforesaid, no action shall lie against the Carrier.
- (iii) All Baggage must be suitably identified externally and packed in suitcases or in similar containers in order to ensure safe and convenient carriage with ordinary care and handling. Fragile or perishable articles, including medication or medical devices money, jewellery, silverware, laptop computers, personal audio/video devices, negotiable documents, securities, samples of business documents or other valuables (other than articles of clothing) shall not be accepted as checked Baggage. Any such items declared or found in checked Baggage are subject to removal prior to the Baggage in question being accepted for carriage by the Carrier.
- (iv) The Carrier shall not be liable for damage to fragile, valuable or perishable items where such damage is the result of the inherent defect, quality or vice of the item in question. Unsuitably or inadequately packed items will be accepted at the Carrier's discretion and, where accepted a limited release tag will be issued recording all the Baggage deficiencies of such checked Baggage, compensation may be denied as a result of the afore-mentioned factors. The Carrier assumes liability for the delay in delivery of any perishable items accepted as checked Baggage in the event it has failed to take all reasonable measures to avoid such delay.
- (v) No claim shall be eligible under this Rule unless the Person presents a valid Baggage Tag issued by the Carrier for the lost, damaged or delayed bag.
- (vi) Notwithstanding paragraphs a) and b) of this rule, in the case of damaged Baggage, the Carrier's liability shall be limited to repairing the damaged bag, paying the cost of the repair, if such were pre-approved by the Carrier on the basis of an estimate or replacing the bag if it is not repairable.
- (vii) In the case of unclaimed Baggage which cannot be identified, the Carrier will hold the Baggage and items therein for up to 30 days, subsequent to which it will dispose of the bag and its contents as it sees fit. If the Baggage can be identified by a name, address, telephone number, the Carrier will make reasonable efforts to inform the Passenger that his/her bag is in the possession of the Carrier and that he/she should make arrangements at his/her own cost and expense for collecting the said Baggage within 30 days after which time the Carrier will dispose of the bag and its contents as it sees fit.

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- (viii) The Carrier is not liable for any damages directly and solely arising out of its compliance with laws, government regulations, order or requirements or from the failure of the Passenger to comply with same or out of any cost beyond the Carrier's control.
- (ix) The Carrier is not liable for damage to the Passenger's Baggage caused by contents in the Passenger's Baggage. Any Passenger whose property cause damage to another Passenger's Baggage or to the property of the Carrier will compensate the Carrier for all the losses and expenses it incurs as a result of the above.
- (x) In the event of loss or partial loss the Passenger must provide adequate proof of loss when filing a claim. The Carrier may disallow any and all claims when the Passenger fails to provide the above referred adequate proof of loss.

***(d) For travel not governed by the Montreal Convention or the Warsaw Convention***

There are some exceptional cases of international carriage in which the rights of the Passengers are not governed by either the Montreal Convention or the Warsaw Convention. In such cases, the provisions of the Montreal Convention will be deemed to apply.

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## SECTION II – TICKETS

### **RULE 12. TICKETS**

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

### **Coupon Sequence and Use**

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

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

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

**RULE 14. CANCELLATION OF RESERVATIONS**

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

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

- (a) Should there be a conflict between any of the provisions of Rules 10 and 11 – Limitation of Liability, Rule 15A – Travellers’ Rights, Rule 18 – Refunds and/or Rule 19 –Oversold Flight, and any one or more of the provisions of this Rule 15, the provisions in the above referred to Rules 10, 11, 15A, 18 and/or 19 shall prevail.
- (b) For the purposes of this Rule, the term “*Advance Flight Departure*” shall mean an advancement of the scheduled flight departure by more than the minimum period established in the Carrier’s Tariff for the Passenger to check-in in accordance with this Rule 15(5).
- (c) The provisions of this Rule are not intended to make Carrier responsible for the acts of third parties that are not deemed employees and/or agents of the Carrier under applicable law or international conventions and all the rights herein described are subject to the following exception, namely, that Carrier shall not be liable for damage occasioned by overbooking or cancellation if the Carrier proves that it, and its employees and agents, took all measures that could reasonably be required to avoid the damage or if it was impossible for the Carrier, and its employees or agents to take such measures.
- (d) The Carrier will endeavor to transport the Passenger and Baggage with reasonable dispatch, but times shown in timetables or elsewhere are not guaranteed. No employee, agent or representative of the Carrier is authorized to bind the Carrier by any statement or representation regarding the dates or times of departure or arrival or the operation of any flight unless stated in writing.

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

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

## **(2) Oversold Flight**

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

## **(3) Advance Departures, Delays or Cancellations**

- (a) If the Passenger's journey is interrupted by an Advance Flight Departure, a flight delay or, a flight cancellation without reasonable notice, the Carrier will take into account all the circumstances of the case as known to it and will provide the Passenger with the option of accepting one of the following remedial choices:
  - (i) reimbursement of the total price of the Ticket at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if they no longer serve any purpose in relation to the Passengers original travel plan, together with, when relevant, transportation to the Passengers point of origin, at the earliest opportunity, at no additional cost; or
  - (ii) transportation to the Passenger's intended destination at the earliest opportunity, at no additional cost.
- (b) When determining the transportation service to be offered, the Carrier will consider:
  - (i) available transportation services, including services offered by interline, code sharing and other affiliated partners and, if necessary, other non-affiliated Carriers; and
  - (ii) the circumstances of the Passenger, as known to it, including any factors which impact upon the importance of timely arrival at destination.

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- (c) 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 the Advance Flight Departure, delay or cancellation. Where a Passenger nevertheless incurs expense as a result of the flight departure, delay or cancellation, the Carrier will in addition offer a cash payment or travel credit, the choice of which will be at the Passenger's discretion.
- (d) When determining the amount of the offered cash payment or travel credit, the Carrier will consider all circumstances of the case, including any expenses which the Passenger, acting reasonably, may have incurred as a result of the Advance Flight Departure, delay or cancellation, as for example, costs incurred for accommodation, meals or additional transportation. The Carrier will set the amount of compensation offered with a view to reimbursing the Passenger for all such reasonable expenses.
- (e) The Carrier shall not be liable for any damages, costs, losses or expenses occasioned by Advanced Flight Departures, delays or cancellations if the Carrier proves it, and its employees and agents, took all measures that could reasonably be required to avoid the damage or if it was impossible for the Carrier and its employees or agents to take such measures;
- (f) Any Passenger seeking reimbursement for expenses resulting from Advance Flight Departure, delays or cancellations must provide the Carrier with: (i) written notice of his or her claim, (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; and
- (g) The Carrier may refuse or decline any claim, in whole or in part, if:
- (i) the Passenger has failed or declined to provide proof or particulars establishing, to the reasonable satisfaction of the Carrier, that the expenses claimed were incurred by the Passenger and resulted from an Advanced Flight Departure, delay or cancellations for which compensation is available under this Rule 15; or
  - (ii) the expenses for which reimbursement is claimed, or any portion thereof, are not reasonable or did not result from the delay or advanced flight departure, delay or flight cancellations as determined by the Carrier, acting reasonably.

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**(4) Baggage Delays**

- (a) The Carrier cannot guarantee that the Passenger's Baggage will be carried on the flight if sufficient space is not available as determined by the Carrier.
- (b) Passengers have a right to retrieve their luggage quickly. If the luggage does not arrive on the same flight as the Passenger, the Carrier will take steps to deliver the luggage to the Passenger's residence/hotel as soon as possible. The Carrier will take steps to inform the Passenger on the status of the luggage. Compensation will be provided as set out herein.
- (c) Notwithstanding the foregoing, Passengers whose Baggage does not arrive on the same flight as the Passenger will be entitled to reimbursement from the Carrier for reasonable expenses incurred as a result of the Baggage delay, subject to the following conditions:
  - (i) The Carrier shall not be liable for any damages, costs, losses or expenses occasioned by delays in the delivery of Baggage if the Carrier proves it, and its employees and agents, took all measures that could reasonably be required to avoid the damage or it was impossible for the Carrier and its employees or agents to take such measures;
  - (ii) In order to assist the Carrier in commencing the tracing of the Baggage in question, the Passenger must report the delayed Baggage to the Carrier prior to departing the airport;
  - (iii) The Passenger must provide the Carrier with (a) written notice of any claim for reimbursement within 21 days of the date on which the Baggage was placed at the Passenger's disposal, or in the case of loss within 21 days of the date on which the Baggage should have been placed at the Passenger's disposal; (b) particulars of the expenses for which reimbursement is sought; and (c) original receipts or other documents establishing to the reasonable satisfaction of the Carrier that the expenses were incurred;
  - (iv) The liability of the Carrier in the case of lost or delayed Baggage shall not exceed 1,131 SDR (the "basic Carrier liability" which is the approximate Canada dollar equivalent of CAD\$2,000, at the time of the filing of this Tariff, for each Passenger).

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

**(5) Cut-off Times**

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

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

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

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**(6) Missed Connections**

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

**RULE 16. TRAVELLER'S RIGHTS**

- (a) If a flight is delayed and the delay between the scheduled departure of the flight and the actual departure of the flight exceeds 4 hours, the Carrier will provided the Passenger with a meal voucher.
- (b) If a flight is delayed by more than 8 hours and the delay involves an overnight stay, the Carrier will pay for overnight hotel stay and airport transfers for Passengers who did not start their travel at that airport.
- (c) If the Passenger is already on the aircraft when a delay occurs, the Carrier will offer drinks and snacks if it is safe, practical and timely to do so. If the delay exceeds 90 minutes and circumstances permit, the Carrier will offer Passengers the option of disembarking from the aircraft until it is time to depart if safe and practical to do so.
- (d) The Carrier will endeavor to transport the Passenger and Baggage with reasonable dispatch, but times shown in timetables or elsewhere are not guaranteed and form no part of this contract.
- (e) The agreed stopping places are those places shown in the Carrier's timetable as scheduled stopping places on the route. The Carrier may, without notice, substitute alternative carriers or aircraft and, if necessary, may alter, add, and/ or omit stopping places shown in the timetable.
- (f) The rights do not exclude additional rights a Passenger may have under this Tariff or legal rights that international and trans-border Passengers have pursuant to international conventions (e.g., the *Montreal Convention*) and related treaties.

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**SECTION IV - FARES AND ROUTINGS****RULE 17. APPLICATION OF FARES AND ROUTINGS****(a) General**

The price of transportation between Canada and the U.S.A. shall be disclosed at the time of confirmation; however Fares are subject to change without notice.

**(b) Currency**

All Fares and charges are stated in the currency of the country from which the Passenger will initiate travel.

**(c) Fare Changes**

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

**(d) Connecting Flights**

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

**(e) Stopover**

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

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

**(f) Routing**

A Fare applies only to:

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

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**(g) Infants**

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

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

- (a) Domestic Travel within Canada – 70.00 CAD one way
- (b) From All Canadian Gateways to/from USA Destinations - 110.00 CAD one way
- (c) From All Canadian Gateways to/from Montego Bay – 150.00 CAD one way
- (d) From All Canadian Gateways to/from Freeport & Nassau – 150.00 CAD one way
- (e) From All Canadian Gateways to/from Nassau – 150.00 CAD one way
- (f) From All Canadian Gateways to/from Liberia - 150.00 CAD one way
- (g) From All Canadian Gateways to/from Roatan & La Ceiba – 150.00 CAD one way
- (h) From All Canadian Gateways to/from St Lucia – 160.00 CAD one way
- (i) From All Canadian Gateways to/from Aruba – 160.00 CAD one way
- (j) From All Canadian Gateways to/from St Maarten – 160.00 CAD one way
- (k) From All Canadian Gateways to/from Curacao – 160.00 CAD one way
- (l) From All Canadian Gateways to/from Panama – 160.00 CAD one way
- (m) From All Canadian Gateways to/from Cartagena – 160.00 CAD one way
- (n) From All Canadian Gateways to/from Mexican Destinations – 150.00 CAD one way
- (o) From All Canadian Gateways to/from Cuban Destinations – 150.00 CAD one way
- (p) From All Canadian Gateways to/from Dominican Republic Destinations – 160.00 CAD one way

**(2) Navcan Fees**

- (a) Domestic Travel within Canada – 20.00 CAD one way
- (b) From All Canadian Gateways to/from all Destinations except USA – 15.00 CAD one way
- (c) From All Canadian Gateways to/from all US Destinations – 7.50 CAD one way

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

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

**For All Stations Except for flights within Canada and to/from USA**

Checked Bag Info	Maximum Weight	Maximum Dimensions	Regular Fee	Elite Plus Fee	Pre-purchased Baggage Allowance**
1 <sup>st</sup> checked bag	23 kilograms (50 lbs) 30 kilograms (65 lbs) for Elite Plus	158 linear cm or 62 "(L + H + W)	Free	Free	N/A
2 <sup>nd</sup> checked bag	23 kilograms (50 lbs)	158 linear cm or 62 "(L + H + W)	\$37 (includes taxes)	\$37 (includes taxes)	\$31 (includes taxes)
*Overweight and/or oversized bags	24 kg – 32 kg (51 lbs to 70 lbs)	159 to 292 linear cm (63 to 115 linear inches) <i>If your bag exceeds the maximum allowable weight and/or dimensions it will not be accepted.</i>	\$79 per bag (includes taxes)	\$79 per bag (includes taxes)	N/A
3 or more checked bags	23 kilograms (50 lbs)	158 linear cm or 62" (L + H + W)	\$210 per bag (includes taxes)	\$210 per bag (includes taxes)	N/A
*If one or both of your two checked bags is overweight and/or oversized, the \$79 fee will be applied.					

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**For Flights within Canada & and to/from USA**

Checked Bag Info	Maximum Weight	Maximum Dimensions	Regular Fee	Elite Plus Fee	Pre-purchased Baggage Allowance**
1 <sup>st</sup> checked bag	23 kilograms (50 lbs) 30 kilograms (65 lbs) for Elite Plus	158 linear cm or 62 "(L + H + W)	\$26 (includes taxes)	\$26 (includes taxes)	\$21 (includes taxes)
2 <sup>nd</sup> checked bag	23 kilograms (50 lbs)	158 linear cm or 62 "(L + H + W)	\$37 (includes taxes)	\$37 (includes taxes)	\$31 (includes taxes)
*Overweight and/or oversized bags	24 kg – 32 kg (51 lbs to 70 lbs)	159 to 292 linear cm (63 to 115 linear inches) <i>If your bag exceeds the maximum allowable weight and/or dimensions it will not be accepted.</i>	\$79 per bag (includes taxes)	\$79 per bag (includes taxes)	N/A
3 or more checked bags	23 kilograms (50 lbs)	158 linear cm or 62" (L + H + W)	\$210 per bag (includes taxes)	\$210 per bag (includes taxes)	N/A

\*If one or both of your two checked bags is overweight and/or oversized, the \$79 fee will be applied.

- (c) One piece of Baggage equivalent to hand Baggage may be carried onboard the aircraft by the Passenger not weighing more than 5kgs and provided that the dimensions do not exceed 9 inches x 16 inches x 20 inches and is convenient to be stowed in the Passenger compartment of the aircraft.
- (d) Baggage shall not be carried when such Baggage is likely to endanger aircraft, Persons or property, or if the carriage would violate the laws, orders or regulations of countries to be flown from, into or over.
- (e) Carrier shall have the right to restrict the weight, size and character of Baggage, and shall refuse to carry Baggage, with the following articles unless prior arrangements have been made with the Carrier and such articles will be subject to carriage under a waiver of liability as evidenced by a Limited Release Tag affixed to the article at the time of check-in. Baggage with any of the articles listed below shall be carried at the discretion of the Carrier:

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- (i) Firearms,
  - (ii) explosives, ammunitions, corrosives, flammables, or otherwise dangerous materials,
  - (iii) electronic or motorized equipment,
  - (iv) musical instruments,
  - (v) objects of art,
  - (vi) Pets, dogs, cats, and birds or any Live animals will not be carried onboard or in the Cargo compartment of the Carrier's flights, with the exception of service animals for Passengers with disabilities,
  - (vii) Photo-flash bulbs when appropriately marked and contained in the original package of the manufacturer,
  - (viii) Dangerous Goods as defined by Transport Canada are not accepted for carriage under any circumstances
- (f) The following items will be considered as one piece of Baggage included in allowance and will be subject to a limited liability evidenced by a Limited Release Tag affixed to the article at the time of check-in:
- (i) One sleeping bag or bed roll, baby accessories (strollers, playpens, car seats)
  - (ii) One rucksack/knapsack/backpack
  - (iii) One duffel type bag
- (g) Carrier may refuse to carry Baggage or property for transportation on any flight other than the one on which the Passenger is being transported
- (h) Charges for excess Baggage weight
- (i) CAD/USD \$100 flat fee for carry-on exceeding the free carry-on allowance at the gate in any country.

NOTE: In regards to section (i) above, carry-on Baggage that arrives at the gate exceeding the free Baggage allowance will be subject to the above charge. The Baggage will be tagged with a Standby Tag and taken on a Standby basis. "Standby basis" means if there is no room on the Passengers ticketed flight, the bag will be transported, on a priority basis, on the next flight to the Passenger's destination.

- (ii) The following articles are not allowed in the Baggage allowance and shall not be accepted unless prior arrangements have been made with the Carrier and the appropriate charges have been collected. Carrier reserves the right to limit the number of such special articles that they may be carried in the belly hold of its aircraft and to charge for the same as indicated below:
  - (i) Golf Clubs (Regular size Golf bag, incl. 14 clubs, 12 golf balls, 1 pair of shoes)  
**Accepted as a courtesy (\*)**

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- (ii) Scuba Equipment (Empty Tank, mask, weight belt, fins.) **Accepted as a courtesy (\*)**
- (iii) Skis : **Accepted as a courtesy (\*)**
- (iv) Musical Instruments (Not to Exceed 9" x 16" x 20"): **Accepted as a courtesy (\*)**

**(\*) Limited to one item per Person up to 10kgs free of charge, above 10kgs will be charged as per charged as per h (i) above**

- (v) Bicycles: 1 per Person, Maximum weight 20kgs - Charge CAD \$ 30.00
- (vi) Kayak: 1 per Person, - Charge CAD \$ 100 each way, if roundtrip Charge CAD \$ 200 to be paid at the point of origin.  
Note: Above charges are for Kayak only, it does not include Helmets, Paddles, life preservers and related equipment.
- (vii) Surfboards: 1 per Person, - Charge CAD \$ 100 each way, if roundtrip Charge CAD \$ 200 to be paid at the point of origin  
Note: Maximum length of Surfboard not to exceed 12 feet.
- (viii) Windsurfing Equipment: 1 per Person, - Charge CAD \$ 100 each way if, roundtrip Charge CAD \$ 200 to be paid at the point of origin.  
Note: Windsurfing Equipment to consist of 1 Windsurf board, 1 Mast boom and/or Sail.

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

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**SECTION VI - REFUNDS****RULE 18. REFUNDS**

(a) Voluntary Cancellations  
See Rule 3.3.

(b) Involuntary Cancellations  
Subject to Rules 5 and 8 herein, in the event a refund is required because of the Carrier's failure to operate or refusal to transport, the refund will be made as follows:

If the Ticket is totally or partially unused, the total Fare paid for each unused segment will be refunded.

(c) A Passenger will not be eligible for compensation or refund under the following condition:

(i) The Passenger checked-in or presents himself/herself at the boarding gate after the Carrier's minimum check-in time or gate time as set out in Rule 15 (5) for any reason including being delayed in security or customs.

(d) Application for refund shall be made to the Carrier or its duly authorized Agent.

**RULE 19. DENIED BOARDING COMPENSATION FOR AN OVERSOLD FLIGHT**

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

For the purposes of this Rule 19, "alternate transportation" means air transportation with a confirmed reservation at no additional charge (by a scheduled airline licensed by Canada or another appropriate country), or other transportation accepted and used by the Passenger in the case of denied boarding.

(a) **General.** If a Passenger has been denied a confirmed seat in the case of an oversold flight of the Carrier, the Carrier will offer the Passenger the following options:

(i) refund the total Fare paid for each unused segment; or

(ii) arrange reasonable alternative transportation on its own services; or

(iii) if reasonable alternate transportation on its own services is not available, the Carrier will make reasonable efforts to arrange transportation on the services of another carrier or combination of carriers on a confirmed basis in the comparable booking code.

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- (b) **Volunteers and Boarding Priorities.** If a flight is oversold (more Passengers hold confirmed reservations than there are seats available), no one may be denied boarding against his or her will until the Carrier's personnel first ask for volunteers who will give up their reservations willingly, in exchange for a payment of the Carrier's choosing. If there are not enough volunteers, other Passengers may be denied boarding involuntarily, in accordance with the following boarding priority: the last Passenger to arrive at the Ticket lift point will be the first to be denied boarding, except:
- Passengers travelling due to death or illness of a member of the Passenger's family, or
  - unaccompanied minors, or
  - Passengers who are disabled, or
  - elderly Passengers.
- (c) **Compensation for Involuntary Denied Boarding.** If the Passenger is denied boarding involuntarily due to an oversold flight, the Passenger is entitled to a payment of denied boarding compensation unless he or she has not fully complied with the Carrier's ticketing, cut off times or reconfirmation requirements, or the Passenger is not acceptable for transportation under the Carrier's usual rules or practices, or the Passenger is denied boarding because a smaller capacity aircraft was substituted for safety or operational reasons and the Carrier took all reasonable measures to avoid the substitution or that it was impossible for the Carrier to take such measures, or the Passenger is offered accommodations in a section of the Aircraft other than specified in his or her Ticket, at no extra charge, (a Passenger seated in a section for which a lower Fare is charged must be given an appropriate refund).
- (d) **Amount of Denied Boarding Compensation.** Passengers travelling with a reserved seat on an oversold flight of the Carrier who are denied boarding involuntarily from an oversold flight are entitled to:
- (i) No compensation if the Carrier offers alternate transportation that is planned to arrive at the Passenger's destination or first Stopover not later than one hour after the scheduled arrival of the Passenger's original flight;
  - (ii) 200% of the total Fare to the Passenger's destination or first Stopover, with a maximum of \$650 CAD if the Carrier is able to place the Passenger on alternate transportation that is planned to arrive at the Passenger's destination or first Stopover more than one hour but less than four hours after the scheduled arrival time of the Passenger's original flight; and
  - (iv) 400% of the total Fare to the Passenger's destination or first Stopover, with a maximum of \$1,300 CAD, if the Carrier does not offer alternate transportation that is planned to arrive at the airport of the Passenger's destination or first Stopover less than four hours after the scheduled arrival time.

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0 to 1 hour delay	No compensation
1 to 4 hour arrival delay	200% of one-way Fare (but no more than \$650 CAD)
Over 4 hours arrival delay	400% of one-way Fare (but no more than \$1,300 CAD)

Passengers travelling with a reserved seat on an oversold flight of the Carrier, where the flight originates in the United States, who are denied boarding involuntarily from an oversold flight are entitled to the same compensation or lack of compensation provisions as set out above with the exception that all dollar amounts will be United States dollar amounts total rather than CAD.

For the purpose of calculating compensation under this Rule 20, the “total Fare” is the one-way Fare for the flight including the total of the air transportation charges and third party charges that must be paid to obtain a Ticket, minus any applicable discounts.

- (e) **Method of Payment.** The Carrier must provide each Passenger who qualifies for denied boarding compensation a payment by cheque or draft for the amount specified above, on the day and place the involuntary denied boarding occurs. However, if the Carrier arranges alternate transportation for the Passenger’s convenience that departs before the payment can be made, the payment will be sent to the Passenger within 24 hours.