

## APPENDIX “A” TO CONTRACT OF CARRIAGE

### Rules Applicable to Flights to and from Canada

#### Definitions

**"Agency"** means the Canadian Transportation Agency.

**"APPR"** means the *Air Passenger Protection Regulations*.

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

**"ATPDR"** means the *Accessible Transportation for Persons with Disabilities Regulations*.

**"ATR"** means the *Air Transportation Regulations*

**“CAD”** means Canadian Dollars

**"Convention"** means the Convention for the unification of certain rules relating to international carriage by air, [signed at Warsaw, 12 October 1929](#), or that convention as amended by the Hague protocol, 1955, or the [Montreal Convention](#) signed in Montreal on 28 May, 1999 whichever may be applicable to carriage hereunder. Note: For roundtrip international transportation that originates and ends in Canada, the Montreal Convention will apply to the passenger's journey.

**"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.

**"Large Carrier APPR"** is a carrier that has transported a worldwide total of two million passengers or more during each of the two preceding calendar years.

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

**"service dog"** means a dog, regardless of breed or type, that is individually trained to do work or perform tasks for the benefit of a qualified individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental 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.

**"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.

## **RULE A: APPLICATION OF APPENDIX “A”**

### **(A) General**

1. The provisions set out in this Appendix “A” apply only to passengers on Sun Country Airlines flights to and/or from Canada.
2. The provisions set out in this Appendix “A” apply in conjunction with the provisions in Sun Country Airlines’ Contract of Carriage.
3. If there is a conflict or inconsistency between the provisions of this Appendix “A” and other provisions of Sun Country Airlines’ Contract of Carriage, the provisions of this Appendix “A” shall govern.
4. This tariff shall apply to carriage of passengers and their accompanying baggage, and to all services incidental thereto:
  - a. For carriage on flights operated and marketed (carrying a Sun Country Airlines flight number) to a passenger by Sun Country Airlines, and
  - b. For carriage on flights marketed by Sun Country Airlines to a passenger but operated by another Sun Country Airlines.
5. With the exception of code-share agreements, when Sun Country Airlines issues a ticket, baggage check, or makes any other arrangements for transportation over the services of, and in the name of, any other Sun Country Airlines (whether or not such transportation is part of a through service), Sun Country Airlines acts only as agent for such other Sun Country Airlines and the tariff of that other Sun Country Airlines will apply.
6. Air transportation will be subject to the rules, rates, fares and charges published or referred to in this tariff, in effect on the date of the ticket issuance.
7. Unless the fare rule governing a specific fare basis code applicable to the transportation purchased by the passenger states otherwise, the general rules contained in this tariff will apply.
8. The contents of this tariff constitute the contract between Sun Country Airlines and the passenger. Should there be a conflict between this tariff and any other document issued or posted by Sun Country Airlines, this tariff will prevail.
9. Sun Country Airlines’ rules, regulations and conditions of carriage as found in this tariff are subject to change without notice only when required by applicable laws, government regulations, orders and requirements.

### **(B) Liability under the applicable tariff**

1. For international transportation, in the case of damages due to death or bodily injury, passenger delay and lost, damaged, and delayed baggage, Sun Country Airlines will be subject to the rules relating to liability established by, and to all other provisions of either the Warsaw or the Montreal Convention. Sun Country Airlines 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 95 – Limitation of Liability – International Flights).

2. Sun Country Airlines' liability under the APPR:

- a. Sun Country Airlines 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.
- b. However, if one carrier carries passengers on behalf of another carrier under a commercial agreement, Sun Country Airlines and the other carrier 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.

**(C) Overriding law/severability**

1. 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.

**(D) Non-Revenue Passengers**

1. Notwithstanding anything to the contrary herein, Non-Revenue Passengers are not entitled to service recovery compensation, denied boarding compensation, or amenities related to trip interruptions. Sun Country shall not be liable for the loss, damage to or delay in delivery of any checked baggage of a Non-Revenue Passengers. All other liability limits shall be the same for Non-Revenue Passengers as other passengers. The terms of any agreement with another Sun Country Airlines concerning Non-Revenue Passengers, such as a ZED agreement, shall supersede the foregoing.

**(E) Passenger recourse**

1. Any compensation offered to passengers is found in this tariff and is subject to applicable government regulations.
2. In the case of dispute with Sun Country Airlines, passengers should, as the first recourse, try to resolve any problem by dealing directly with Sun Country Airlines. If the passenger has attempted to resolve a complaint with Sun Country Airlines and is still not satisfied, the passenger may take the matter to either the Canadian Transportation Agency or the appropriate court, as the passenger prefers.

**(F) Modification and waiver**

1. No agent, servant or representative of Sun Country Airlines has the authority to alter, modify, or waive any provisions of this tariff.

**(G) Self identification**

For the purposes of establishing obligations towards passengers under the APPR, Sun Country Airlines declares itself as a Large Carrier under the APPR.

For the purposes of establishing obligations towards passengers with disabilities under the ATPDR, Sun Country Airlines declares itself as a Large Carrier under the ATPDR and that such declaration is made on its website.

**RULE B: TRAVELLING WITH CHILDREN UNDER THE AGE OF 14 YEARS OLD****(A) Applicability**

1. This Rule applies to all passengers irrespective of the type of fare on which they are travelling or have purchased.
2. Unaccompanied children will be carried pursuant to the provisions of Rule 50 - Acceptance of Children.

**(B) Seat assignment**

1. Sun Country Airlines does not guarantee the assignment of any particular space on the aircraft.

**Advance seat selection**

2. The passenger may pre-select a seat once they have purchased their ticket when booking a fare. 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 – see (3) below). Nonetheless, complimentary seat selection is available at the time of check-in.

The advance seat selection fee will be charged per passenger and will be applied as set out in the table below:

- a. Applicable fees for travel:

Type of service	Seat selection fee (CAD)  Between Canada and USA
Best Seats (row 1-5)	From \$35
Exit Row	From \$24
Front Section (row 13-6)	From \$15
Back Section (row 31-16)	From \$9

- b. Seat selection fees will be refunded if:

1. Sun Country Airlines must move the passenger from their pre-paid, pre-selected seat due to an involuntary schedule or airport change or due to safety or operational reasons.
3. **Exception:** A person with a disability who requires a specific seat to meet a disability-related need will not be charged a seat selection fee.

For additional obligations on seat assignment for persons with disabilities, including persons who need additional adjacent seating, see:

- a. Rule C - (C) Reservations and online services, and Rule C – (E) Services for which advance notice is required.

**(C) Assignment of seats to accompanied children under the age of 14 years**

1. In order to facilitate the assignment of a seat to a child who is under the age of 14 years that is in close proximity to an accompanying person (parent, guardian or tutor) in accordance with part (D) (below), Sun Country Airlines will, at no additional charge:
  - a. assign a seat before check-in to the child that is in close proximity to the accompanying person, or
  - b. if Sun Country Airlines does not assign seats prior to check-in, in accordance with paragraph (a), Sun Country Airlines will:
    - i. advise passengers before check-in that Sun Country Airlines will facilitate seat assignment of children in close proximity to an accompanying person at no additional charge at the time of check-in or at the boarding gate,
    - ii. assign seats at the time of check-in, if possible,
    - iii. if it is not possible to assign seats at the time of check-in, Sun Country Airlines will, via an announcement at the gate, ask for volunteers to change seats at the time of boarding, and
    - iv. if it is not possible to assign seats at the time of check-in and no passenger has volunteered to change seats at the time of boarding, Sun Country Airlines will ask again for volunteers on-board the aircraft to change seats before take-off.

**(D) Proximity to accompanying person's seat**

1. Sun Country Airlines will facilitate, pursuant to the steps outlined in (C) (above), the assignment of a seat to a child who is under the age of 14 years by offering, at no additional charge:
  - a. in the case of a child who is 4 years of age or younger, a seat that is adjacent to their accompanying person's seat;
  - b. in the case of a child who is 5 to 11 years of age, a seat that is in the same row as their accompanying person's seat, and that is separated from that accompanying person's seat by no more than one seat; and
  - c. in the case of a child who is 12 or 13 years of age, a seat that is in a row that is separated from the row of their accompanying person's seat by no more than one row.

**(E) Difference in price**

1. If the passenger who is assigned seating in accordance with (D)(1) (above) is seated in a lower class of service than their ticket provides, Sun Country Airlines will reimburse the price difference between the classes of service.
2. If the passenger who is assigned seating in accordance with (D)(1) (above) chooses a seat that is in a higher class of service than their tickets provide, Sun Country Airlines will not request supplementary payment representing the price difference between the classes of service.

## **RULE C - CARRIAGE OF PERSONS WITH DISABILITIES**

### **(A) Application**

1. This rule applies to the transportation of persons with disabilities by Sun Country Airlines, which is a Large Carrier under the ATPDR, on its international transportation services.
2. Pursuant to Rule A - Application of tariff, this rule applies to the transportation of all persons with disabilities on all flights marketed and operated by Sun Country Airlines, and in respect to all flights marketed by Sun Country Airlines but operated by another airline.

### **(B) Acceptance for carriage**

1. Sun Country Airlines 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 Sun Country Airlines, for example, if it would jeopardize security, public health or public safety.
2. Sun Country Airlines will not refuse to transport a person with a disability unless the transportation of the person would impose an undue hardship on Sun Country Airlines, for example, if it would jeopardize security, public health or public safety.
3. If Sun Country Airlines 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, Sun Country Airlines will provide the person with a written notice setting out the reasons for the refusal including:
  - a. 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;
  - b. any relevant rule, policy, procedure or regulation; and,
  - c. the duration of the refusal and the conditions, if any, under which Sun Country Airlines would accept the person for transport.

**See also:** Rule 35 - Refusals to Transport

### **(C) Reservations and online services**

1. If a person with a disability identifies the nature of their disability when making a reservation with Sun Country Airlines, Sun Country Airlines will:
  - a. discuss with the person their needs in relation to their disability and the services offered by Sun Country Airlines in relation to those needs;
  - b. 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 wheelchair-accessible washroom or a passenger seat that has additional leg room, a larger seat pitch or movable armrests; and,



- c. 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.
2. Sun Country Airlines will advise the person if information and/or documents are required to permit Sun Country Airlines to assess their request, as per (F)(3) below. Sun Country Airlines 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.
3. As an alternative means to using its website to make or modify a reservation, Sun Country Airlines will offer to a person with a disability the following means of communication:

Customer Service can be reached at 651-905-2737, 6am-11pm Central Time.

**(D) Written confirmation of services**

1. Sun Country Airlines will, without delay, indicate in the record of a person's travel reservation the services that Sun Country Airlines will provide to the person.
2. Sun Country Airlines will include a written confirmation of the services in the itinerary that is issued to the person.
3. If a service is confirmed only after the itinerary is issued, Sun Country Airlines will, without delay, provide a written confirmation of the service.

**(E) Services for which no advance notice is required**

1. The services identified in (3) below will be provided at no additional fare or charge.
2. Sun Country Airlines 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 (3) below.

**Services – no advance notice**

3. Regardless of when a person with a disability makes the request for the following services, Sun Country Airlines will:
  - a. **Assist the person with checking in** at the check-in counter;
  - b. 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;
  - c. 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** ;
  - d. Assist the person in **storing and retrieving their carry-on baggage**;

- e. In the case of a person who is blind or has any other visual impairment,
  - i. 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;
  - ii. 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 in Braille;
- f. Assist the person in **accessing any entertainment content** that is offered on-board an aircraft;
- g. Before departure, provide the person with an **individualized safety briefing and demonstration**;
- h. 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;
- i. 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;
- j. 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
- k. If a person is unable to use the call button to request assistance, **periodically inquire about the person's needs**.

**Note:** For Sun Country Airlines' responsibilities related to disembarkation of persons with disabilities when a flight is delayed on the tarmac at an airport in Canada, see Rule G – (C) Priority Disembarkation.

**(F) Services for which advance notice is required**

- 1. The services identified in (3) below will be provided at no additional fare or charge.

Exception: in the case of (3)(b), the provision of additional adjacent seating in the case of international transportation, Sun Country Airlines will require an additional fare to be paid when the person requires an additional adjacent seat.

**Every reasonable effort**

- 2. In all instances, Sun Country Airlines 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 to provide information and/or documents to permit Sun Country Airlines to assess the request.

### Services – 48 hours advance notice

3. Subject to Sun Country Airlines' requirement for a person with a disability to provide information and/or documents identified in (4) below, Sun Country Airlines 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:
  - a. **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;
  - b. Provide **additional adjacent seats**, meaning seats which are next to the seat of the person with a disability, in the following three situations:
    - i. When the person with a disability must travel with a support person for transport if, because of the nature of their 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; or
      - D. physical assistance in the event of an emergency, including in the case of an evacuation or decompression;
    - ii. 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
    - iii. When a 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;
  - c. Accept for transportation a **mobility aid and/or other assistive device**, as per section (G) below;
  - d. Accept for transportation a **service dog**, as per section (H) below;
  - e. Assist the person in **proceeding to the boarding area** after check-in;
  - f. Assist the person in **proceeding through any security screening** process at the terminal, including by
    - i. providing personnel to assist the person through the process, or
    - ii. 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;

- g. Before boarding, transfer the person between the person's own mobility aid and a mobility aid provided by Sun Country Airlines;
- h. Permit the person to board in advance of other passengers if:
  - i. 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;
  - ii. 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,
  - iii. 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 (i) or (ii) above, Sun Country Airlines 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.

- i. Assist the person in boarding and disembarking;
- j. Before departure and on arrival at the destination, transfer the person between a mobility aid and the person's passenger seat;
- k. Provide the person with an on-board wheelchair;
- l. 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;
- m. 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;
- n. Assist the person in **proceeding through border clearance** (immigration and customs);
- o. Assist the person in **retrieving their checked baggage**;
- p. Assist the person, after disembarkation, in **proceeding to the general public area**; and
- q. Assist the person, after disembarkation, in **proceeding to a location** where the person may receive assistance either:
  - i. from a member of the terminal operator's personnel to proceed to the curbside zone, or
  - ii. from a member of the receiving Sun Country Airlines' personnel to transfer to another segment of their trip within the same airport.

**Note:** Passengers should complete the [Accessibility Request Form](https://www.suncountry.com/contact-us/accessibility-requests) on the Sun Country Airlines website (<https://www.suncountry.com/contact-us/accessibility-requests>) or contact the airline to request the services listed above.

**Services – information and/or documents required to be filed with Sun Country Airlines**

4. Sun Country Airlines will require the person to file any information and/or documents, including a medical certificate, that are reasonably necessary to permit Sun Country Airlines to assess the person's request for the following services:
  - a. Accept for transportation a service dog;
5. Notwithstanding (4) above, Sun Country Airlines 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 persons with disabilities, with the exception of those services identified in (E)(3) above.
6. Where Sun Country Airlines requires the person to file information and/or documents for a request for services identified in (4) above, they must be filed with Sun Country Airlines at least 48 hours, including one full business day, prior to the scheduled time of departure of the person's flight to ensure that Sun Country Airlines has sufficient time to assess the request.
7. Sun Country Airlines may not provide the services identified in (3) and (4) above if Sun Country Airlines has required the person to file information and/or documents and:
  - a. any of the conditions referred to in (5) or (6) above are not met or the information and/or documents provided are not reasonably sufficient to permit Sun Country Airlines to assess the request,
  - b. the request has not been made 96 hours in advance of travel, and
  - c. Sun Country Airlines has made every reasonable effort to provide the service but cannot do so.
8. If, on the request of Sun Country Airlines, a person with a disability provides Sun Country Airlines with information and/or documents in relation to a request for service, Sun Country Airlines 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 Sun Country Airlines to use the information and/or documents if the person makes another request for a service.

**(G) Acceptance of mobility aids and other assistive devices**

**Mobility aids**

1. Sun Country Airlines 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.
2. Sun Country Airlines 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.

3. Where the aircraft can transport the mobility aid, Sun Country Airlines will:
  - a. disassemble and package, where necessary, the aid for transportation and unpackage and reassemble the aid upon arrival; and
  - b. return the aid promptly upon arrival.
4. Where the mobility aid needs to be disassembled and reassembled in order for it to be transported with the person who needs it, Sun Country Airlines will require that the person:
  - a. provide Sun Country Airlines with instructions for the disassembly and reassembly of the mobility aid; and

**Note:** Information for persons travelling with a mobility aid that needs to be disassembled for carriage, including the requirement to provide any specialized tools needed for assembling or disassembling the mobility aid, can be found on the Sun Country Airlines website (see [Special and Restricted Items](#)).

- b. check-in in accordance with Rule 135 – Airport Check-In Time Limit to allow for the additional time needed to handle the mobility aid and prepare it for transport.
5. Notwithstanding (4) above, Sun Country Airlines 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 a disability or the aforementioned times are not met.
6. Sun Country Airlines will refuse to transport a mobility aid where:
  - a. the weight or size of the mobility aid exceeds the capacity of lifts or ramps,
  - b. the doors to baggage compartments are too small for the mobility aid, or
  - c. transportation of the mobility aid would jeopardize aircraft airworthiness or violate safety regulations.

**Note:** Information regarding maximum weight and dimensions of mobility aids that each make and model of our aircraft is capable of transporting can be found on the Sun Country Airlines website (see [Special and Restricted Items](#)).

When Sun Country Airlines refuses to transport a mobility aid for any of the reasons above, it will:

- d. 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 the next 10 days; and
  - e. inform the person with a disability of alternative trips operated by Sun Country Airlines 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 230 – Baggage Liability Limitations and Rule D – Damage, Destruction or Loss of Mobility Aids

## **Other assistive devices**

8. Sun Country Airlines will permit a person with a disability to bring on-board and to retain any small assistive device that the person needs during travel, including a cane, crutches, a communication device, an orthotic positioning device or a portable oxygen concentrator, except to the extent that the presence or use of such a device jeopardizes security, public health or public safety.

## **(H) Acceptance of service dogs**

1. Sun Country Airlines will, on request, accept for transportation a service dog required to assist a person with a disability, and will permit the service dog to accompany the person on board subject to:
  - a. any advance notice requirements contained in (F)(3) or,
  - b. the time limits set out in (F)(6) and (7) where Sun Country Airlines requires the filing of additional information and/or documents and
  - c. any requirements in (2) and (3) below.

### **See also: Rule 55 – Service Animals**

2. Transport of a service dog accompanying a person with a disability will be free of charge (including both fees and fares). Exception: in the case of (F)(3)(b)(ii), the provision of adjacent seating in the case of international transportation, Sun Country Airlines will require an additional fare to be paid when the person requires an additional seat to accommodate the size of their service dog.
3. Sun Country Airlines will make every reasonable effort to accept a service 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 Sun Country Airlines.
4. 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 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 dog that is to accompany the person.
5. Sun Country Airlines may refuse to transport a service dog if the person with a disability fails to have in their possession documentation at the time of check-in which demonstrates that the dog has all the necessary valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit.

### **Note: For more information, see Rule 55 – Service Animals**

6. When travel involves more than one Sun Country Airlines, it is the responsibility of the person to verify the policy of each Sun Country Airlines involved in the itinerary and ensure that the requirements of each Sun Country Airlines have been met and that each Sun Country Airlines is aware of and has agreed to carry the service dog on its own aircraft.

**Note:** For provisions related to limitations of liability regarding service animals, refer to Rule 200 – Acceptance of Pets and Rule 230 – Baggage Liability Limitations

**(I) Other services for persons with disabilities**

**Oxygen Service**

Sun Country Airlines does not provide or allow passengers to bring continuous in-flight oxygen for a passenger's use or otherwise on any of its flights.

Sun Country Airlines does not accept for transportation as baggage personal oxygen equipment.

Sun Country Airlines does accept for transportation in the cabin an FAA-approved Portable Oxygen Concentrator (POC) for a passenger's personal use during all phases of flight. Certain restrictions apply, and may be viewed on Sun Country's website ([suncountry.com](http://suncountry.com)) or accessed by contacting Sun Country's Reservations Center.



## **RULE D – DAMAGE, DESTRUCTION OR LOSS OF MOBILITY AIDS**

1. If the mobility aid of a person with a disability is not retained by the person during transport and it is damaged, destroyed or lost during transport or is not made available to the person at the time of their arrival at their destination, Sun Country Airlines will:

(a) provide the person 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 Sun Country Airlines for the loss of the mobility aid;

(b) reimburse the person 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;

(c) in the case of a damaged mobility aid, arrange for the repair of the mobility aid and return it to the person without delay or, in the case of a damaged mobility aid that cannot be adequately repaired,

(i) 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

(ii) reimburse the person for the full replacement cost of the mobility aid; and

(d) in the case of a destroyed mobility aid or a mobility aid that is not made available to the person at the time of their arrival at their destination and that is not returned to them within 96 hours after that arrival, Sun Country Airlines will:

(i) 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 person's needs in relation to their mobility, or

○ (ii) reimburse the person for the full replacement cost of the mobility aid.

1. If a person with a disability who uses a mobility aid makes a reservation with Sun Country Airlines for transportation on an international service, Sun Country Airlines will advise the person of the option to make a special declaration of interest, under Article 22(2) of the Convention or under Article 22(2) of the Warsaw Convention, that sets out the monetary value of the mobility aid and a description of its identifying features.

Sun Country Airlines will permit a person with a disability to make the special declaration of interest at any time before the mobility aid is removed by Sun Country Airlines for storage in the aircraft's baggage compartment.

## **RULE E – DELAY OR CANCELLATION – OUTSIDE SUN COUNTRY AIRLINES’ CONTROL**

### **(A) Applicability**

1. This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.
2. This Rule applies in respect of Sun Country Airlines when there is a delay or cancellation due to situations outside Sun Country Airlines’ control. See Rule E (C) for situations that are outside Sun Country Airlines’ control.

### **(B) General**

1. Sun Country Airlines 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.
2. Personalized documents, such as a ticket/itinerary issued by Sun Country Airlines for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between Sun Country Airlines and the passenger.
3. A delay or cancellation that is directly attributable to an earlier delay or cancellation that is due to situations outside Sun Country Airlines’ control, is considered to also be due to situations outside that Sun Country Airlines’ control if that Sun Country Airlines took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
4. The passenger who attempts to check-in after Sun Country Airlines’ check-in deadline or presents themselves at the boarding area after Sun Country Airlines’ boarding time deadline as specified under Rule 135 will not receive consideration per this Rule E and will have their reservations cancelled as specified under Rule 135 – Cancellation of Reservations.
5. For international itineraries, 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.
6. In the case of delay or cancellation at the airport, Sun Country Airlines will give priority to assistance to any person with a disability and to unaccompanied minors.

### **(C) Situations outside Sun Country Airlines’ control**

1. Situations outside Sun Country Airlines’ 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 labour disruption within Sun Country Airlines 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
- l. an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

**(D) Communication with passengers — delay or cancellation outside Sun Country Airlines’ control**

- 1. Sun Country Airlines will communicate with passengers in accordance with the provisions of Rule J - Communication of information – cancellation, delay, tarmac delay or denial of boarding.

**(E) Alternate arrangements —delay or cancellation outside Sun Country Airlines’ control**

- 1. In case of a delay of three hours or more, if the passenger desires, or a flight cancellation, Sun Country Airlines will provide alternate travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible:
  - a. a confirmed reservation for the next available flight that is operated by Sun Country Airlines, or a carrier with which Sun Country Airlines 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 48 hours of the end of the event that caused the delay or cancellation of flight,
  - b. if Sun Country Airlines cannot provide a confirmed reservation that complies with subparagraph (a) (above),
    - i. 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
    - ii. if the new departure is from an airport other than the one at which the passenger is located, transportation to that other airport.

### **Comparable services**

2. To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including Sun Country Airlines making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for persons with disabilities.

### **Higher class of service**

3. If a higher class of service is booked for the passenger than was originally provided for on the passenger's original ticket, Sun Country Airlines will not request supplementary payment from the passenger.

### **Refunds**

4. Where Sun Country Airlines is unable to provide for alternate transportation acceptable to the passenger, refunds will be issued in accordance with Rule 260 - Refunds Resulting from Inability to Accommodate or Refusal to Carry Passenger.

**RULE F - DELAY OR CANCELLATION – WITHIN SUN COUNTRY AIRLINES' CONTROL AND WITHIN SUN COUNTRY AIRLINES' CONTROL BUT REQUIRED FOR SAFETY PURPOSES**

**(A) Applicability**

1. This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.
2. This Rule applies in respect of Sun Country Airlines when there is delay or cancellation due to a situation that is within Sun Country Airlines' control and within Sun Country Airlines' control but required for safety purposes. Rule F(F) is applicable only if the delay or cancellation is within Sun Country Airlines' control and is not required for safety purposes.

**(B) General**

1. Sun Country Airlines 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.
2. Personalized documents, such as a ticket/itinerary issued by Sun Country Airlines for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between Sun Country Airlines and the passenger.
3. A delay or cancellation that is directly attributable to an earlier delay or cancellation that is within Sun Country Airlines' control but is required for safety purposes, is considered to also be within that Sun Country Airlines' control but required for safety purposes, if that Sun Country Airlines took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
4. The passenger who attempts to check-in after Sun Country Airlines' check-in deadline or presents themselves at the boarding area after Sun Country Airlines' boarding time deadline as specified under Rule 135 will not receive consideration per this Rule F and will have their reservations cancelled as specified under Rule 135.
5. For international itineraries, 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.

**(C) Communication with passengers – delay or cancellation – within Sun Country Airlines' control and within Sun Country Airlines' control but required for safety purposes**

1. Sun Country Airlines will communicate with passengers in accordance with the provisions of Rule J – Communication of information – cancellation, delay, tarmac delay or denial of boarding.

**(D) Alternate arrangements – delay or cancellation – within Sun Country Airlines' control and within Sun Country Airlines' control but required for safety purposes**

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

**Large Carrier APPR:**

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

**Refund**

2. If the alternate travel arrangements offered, in accordance with (1) above, do not accommodate the passenger's travel needs, Sun Country Airlines will
  - a. in the case where the passenger is no longer at the point of origin that is indicated on the ticket and the travel no longer serves a purpose because of the delay or cancellation, refund the ticket, pursuant to Rule 260 - Refunds Resulting from Inability to Accommodate or Refusal to Carry Passenger, and provide the passenger with a confirmed reservation that is for a flight to that point of origin which accommodates the passenger's travel needs; and
  - b. in any other case, refund the unused portion of the ticket. The amount of the refund will be calculated pursuant to Rule 260 - Refunds Resulting from Inability to Accommodate or Refusal to Carry Passenger.

**Comparable services**

3. To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including Sun Country Airlines making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for persons with disabilities.

**Refund of additional services**

4. Sun Country Airlines will refund the cost of any additional services purchased by a passenger in connection with their original ticket if

- a. the passenger did not receive those services on the alternate flight; or
- b. the passenger paid for those services a second time.

**Higher class of service**

5. If the alternate travel arrangements referred to in (1) above provide for a higher class of service than the original ticket, Sun Country Airlines will not request supplementary payment.

**Lower class of service**

6. If the alternate travel arrangements provide for a lower class of service than the original ticket, Sun Country Airlines will refund the difference in the cost of the applicable portion of the ticket.

**Form of refund**

7. Refunds under this section will be made in conformity with Rule 260 - Refunds Resulting from Inability to Accommodate or Refusal to Carry Passenger, and must be paid by the method used for the original payment and to the person who purchased the ticket or additional service.

**(E) Standards of treatment – delay or cancellation – within Sun Country Airlines’ control and within Sun Country Airlines’ control but required for safety purposes**

1. 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, Sun Country Airlines must provide the passenger with the following treatment free of charge:
  - a. 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
  - b. access to a means of communication.

**Accommodations**

2. 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 Sun Country Airlines 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, Sun Country Airlines 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.

**Refusing or limiting treatment**

3. Sun Country Airlines may limit or refuse to provide a standard of treatment referred to in (1) and (2) above if providing that treatment would further delay the passenger.

**(F) Compensation – delay or cancellation – within Sun Country Airlines’ control and not required for safety purposes**

1. Compensation for inconvenience is only payable when the delay or cancellation is within Sun Country Airlines' control and is not required for safety purposes.
2. 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, Sun Country Airlines will provide the minimum compensation for inconvenience as follows:
  - a. CAD 400, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by three hours or more, but less than six hours,
  - b. CAD 700, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by six hours or more, but less than nine hours, or
  - c. CAD 1,000, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by nine hours or more;

#### **Compensation in case of refund**

3. If the passenger's ticket is refunded in accordance with (D)(2), Sun Country Airlines will provide a minimum compensation of CAD 400.

#### **Deadline to file request**

4. To receive the minimum compensation referred to in (2) or (3) above, a passenger must file a request for compensation with Sun Country Airlines before the first anniversary of the day on which the flight delay or flight cancellation occurred.

#### **Deadline to Respond**

5. Sun Country Airlines 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.

#### **Compensation for inconvenience**

6. If Sun Country Airlines is required by this tariff to provide compensation to a passenger, Sun Country Airlines 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. vouchers) if:
  - a. compensation in the other form has a greater monetary value than the minimum monetary value of the compensation that is required under the APPR;
  - b. the passenger has been informed in writing of the monetary value of the other form of compensation;
  - c. the other form of compensation does not expire; and
  - d. 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 G – TARMAC DELAY**

### **(A) Applicability**

1. This Rule applies to all passengers experiencing a tarmac delay irrespective of the type of fare on which they are travelling or they have purchased.
2. For international itineraries, 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.

### **(B) General**

1. Passengers who experienced or are experiencing a tarmac delay may, depending on the circumstances, also find relief pursuant to:
  - a. Rule E – Delay or cancellation - outside Sun Country Airlines’ control, or
  - b. Rule F - Delay or cancellation - within Sun Country Airlines’ control and within Sun Country Airlines’ control but required for safety purposes

### **Urgent medical assistance**

2. If a passenger requires urgent medical assistance while the flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, Sun Country Airlines will facilitate access to the medical assistance.

### **Tarmac delay obligations – standards of treatment**

3. 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, Sun Country Airlines will provide passengers with the following treatment, free of charge:
  - a. if the aircraft is equipped with lavatories, access to those lavatories in working order;
  - b. proper ventilation and cooling or heating of the aircraft;
  - c. if it is feasible to communicate with people outside of the aircraft, the means to do so; and
  - d. food and drink, in reasonable quantities, taking into account the length of the delay, the time of day and the location of the airport.

### **Communications and information**

4. Once it becomes clear that the aircraft will experience a tarmac delay Sun Country Airlines will communicate with passengers in accordance with the provisions of Rule J – Communication of information – cancellation, delay, tarmac delay or denial of boarding.

**(C) Tarmac delay (over 3 hours) Sun Country Airlines obligations at an airport in Canada**

**Passenger disembarkation**

1. If a flight is delayed on the tarmac at an airport in Canada, Sun Country Airlines will provide an opportunity for passengers to disembark:
  - a. three hours after the aircraft doors have been closed for take-off; and
  - b. three hours after the flight has landed, or at any earlier time if it is feasible.
2. **Exception:** Sun Country Airlines is not required to provide an opportunity for passengers to disembark in accordance with (1) (above) if:
  - a. 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,
  - b. Sun Country Airlines is able to continue to provide the standards of treatment referred to in (B)(3) (above).
3. If a passenger opts to disembark pursuant to this Rule G(C)(1) and the passenger fails to make themselves readily available for an immediate departure should that occur, Sun Country Airlines:
  - a. cannot guarantee that the passenger can be re-accommodated on to the aircraft,
  - b. will treat the passenger, as appropriate, under the provisions of Rule E – Delay or cancellation - outside Sun Country Airlines’ control or Rule F – Delay or cancellation- within Sun Country Airlines’ control and within Sun Country Airlines’ control but required for safety purposes.

**Priority disembarkation**

4. If Sun Country Airlines allows disembarkation, it will, if it is feasible, give passengers with disabilities and their support person, service dog or emotional support animal, if any, the opportunity to leave the aircraft first.

**Exceptions**

5. This Rule G(C)(1) 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 H – DENIAL OF BOARDING – OUTSIDE SUN COUNTRY AIRLINES’ CONTROL**

### **(A) Applicability**

1. This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.
2. This Rule applies in respect Sun Country Airlines when there is denial of boarding due to situations outside Sun Country Airlines’ control. See Rule H(C) for situations that are outside Sun Country Airlines’ control.
3. 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 Sun Country Airlines rules or instructions, has inappropriate travel documents or has failed to respect check-in time limits. To see Sun Country Airlines’ policies in this respect, refer to Rule 35 - Refusal to transport and Rule 135 – Airport Check-In Time Limit.

### **(B) General**

1. Sun Country Airlines 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.
2. Personalized documents, such as a ticket/itinerary issued by Sun Country Airlines for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between Sun Country Airlines and the passenger.
3. The passenger holding a confirmed ticketed reservation must present themselves for carriage in accordance with this tariff having complied fully with Sun Country Airlines’ applicable reservation, ticketing, check-in and boarding requirements within the time limits as set out in Rules 100, 115, 120, and 135.
4. The passenger who attempts to check-in after Sun Country Airlines’ check-in deadline or presents themselves at the boarding area after Sun Country Airlines’ boarding time deadline as specified under Rule 135 - Airport Check-in Time Limits will not receive consideration per this Rule H and will have their reservations cancelled as specified under Rule 135.
5. A denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations outside Sun Country Airlines’ control, is considered to also be due to situations outside that Sun Country Airlines’ control if that Sun Country Airlines took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
6. For international itineraries, 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.

### **(C) Situations outside Sun Country Airlines’ control**

1. Situations outside Sun Country Airlines’ 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 labour disruption within Sun Country Airlines or within at 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
- l. an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

**(D) Communication with passengers – denial of boarding – outside Sun Country Airlines’ control**

- 1. Sun Country Airlines will communicate with passengers in accordance with the provisions of Rule J – Communication of information – cancellation, delay, tarmac delay or denial of boarding.

**(E) Alternate arrangements – denial of boarding outside Sun Country Airlines’ control**

- 1. If there is denial of boarding due to situations outside Sun Country Airlines’ control, Sun Country Airlines will provide alternate travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible:
  - a. a confirmed reservation for the next available flight that is operated by Sun Country Airlines, or a carrier with which Sun Country Airlines 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 48 hours of the end of the event that caused the denial of boarding,
  - b. if Sun Country Airlines cannot provide a confirmed reservation that complies with subparagraph (a) (above),
    - i. 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

- ii. if the new departure is from an airport other than the one at which the passenger is located, transportation to that other airport.

#### **Comparable services**

2. To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including Sun Country Airlines making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for persons with disabilities.

#### **Higher class of service**

3. If a higher class of service is booked for the passenger than was originally provided for on the passenger's original ticket, Sun Country Airlines will not request supplementary payment from the passenger.

#### **Refunds**

4. Where Sun Country Airlines is unable to provide for alternate transportation acceptable to the passenger, refunds will be issued in accordance with Rule 245 - Denied Boarding Compensation.

**RULE I - DENIAL OF BOARDING – WITHIN SUN COUNTRY AIRLINES’ CONTROL AND WITHIN SUN COUNTRY AIRLINES’ CONTROL BUT REQUIRED FOR SAFETY PURPOSES**

**(A) Applicability**

1. This Rule applies to all passengers irrespective of the type of fare on which they are travelling or have purchased.
2. This Rule applies in respect of Sun Country Airlines when there is a denial of boarding due to a situation that is within Sun Country Airlines’ control and within Sun Country Airlines’ control but required for safety. (G) is only applicable if the denial of boarding is within Sun Country Airlines’ control and is not required for safety purposes.
3. 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 Sun Country Airlines rules or instructions, has inappropriate travel documents or has failed to respect check-in time limits or gate cut-off times. See Rule 35 - Refusal to Transport and Rule 135 for Sun Country Airlines’ policies in this respect.

**(B) General**

1. Sun Country Airlines 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.
2. Personalized documents, such as a ticket/itinerary issued by Sun Country Airlines for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between Sun Country Airlines and the passenger.

The passenger holding a confirmed ticketed reservation must present themselves for carriage in accordance with this tariff having complied fully with Sun Country Airlines’ applicable reservation, ticketing, check-in and boarding requirements within the time limits set out in Rules 100, 105, 115, 120 and 135.

3. A denial of boarding that is directly attributable to an earlier delay or cancellation that is within that Sun Country Airlines’ control but is required for safety purposes, is considered to also be within that Sun Country Airlines’ control but required for safety purposes if that Sun Country Airlines took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
4. The passenger who attempts to check-in after Sun Country Airlines’ check-in deadline or presents themselves at the boarding area after Sun Country Airlines’ boarding time deadline as specified under Rule 135 - Airport Check-in Time Limits will not receive consideration per this Rule I and will have their reservations cancelled as specified under Rule 135.
5. For international itineraries, 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.

**(C) Denial of boarding – within Sun Country Airlines’ control and within Sun Country Airlines’ control but required for safety purposes – request for volunteers**

1. In cases of denial of boarding within Sun Country Airlines’ control and within Sun Country Airlines’ control but required for safety purposes, Sun Country Airlines will not deny boarding to a passenger unless it has asked all passengers if they are willing to give up their seat. As such, Sun Country Airlines will make an announcement and ask for volunteers to relinquish their seats from among the confirmed passengers. At the same time, Sun Country Airlines will announce what type of benefits passengers will be entitled to should they voluntarily relinquish their seat. Sun Country Airlines will advise any passenger who expresses an interest in relinquishing their seat of the amount of compensation a passenger could receive pursuant to (G)(1) if there is a denial of boarding.
2. Attempts to find volunteers may take place at the check-in or boarding areas. Sun Country Airlines may also seek volunteers before the passenger arrives at the airport. Sun Country Airlines 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.
3. If Sun Country Airlines offers a benefit in exchange for a passenger willingly relinquishing their seat in accordance with (1) (above) and a passenger accepts the offer, or if they negotiate a benefit acceptable to both parties, Sun Country Airlines 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 Sun Country Airlines and as such, is not entitled to compensation pursuant to (G).

**Passenger on aircraft**

4. Sun Country Airlines 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 Sun Country Airlines.

**Priority for boarding**

5. If denial of boarding is necessary, Sun Country Airlines will give priority for boarding to passengers in the following order:
  - a. an unaccompanied minor;
  - b. a person with a disability and their support person, service dog or emotional support animal, if any;
  - c. a passenger who is travelling with family members;
  - d. a passenger who was previously denied boarding on the same ticket;
  - e. all other passengers with confirmed and ticketed reservations in the order in which they presented themselves for check-in (i.e., the last passenger to check in would be the first to be denied boarding), but Sun Country may also consider factors such as severe hardships, fare paid, and status within the Ufly® Rewards program.

**(D) Communication with passengers – denial of boarding – within Sun Country Airlines’ control and within Sun Country Airlines’ control but required for safety purposes**

1. Sun Country Airlines will communicate with passengers in accordance with the provisions of Rule J – Communication of information – cancellation, delay, tarmac delay or denial of boarding.

**(E) Alternate arrangements – denial of boarding – within Sun Country Airlines’ control and within Sun Country Airlines’ control but required for safety purposes**

1. In the case where there is a denial of boarding for situations within Sun Country Airlines’ control or within Sun Country Airlines’ control but required for safety purposes, Sun Country Airlines will provide the following alternate travel arrangements free of charge to ensure that the passenger completes their itinerary as soon as feasible:
  - a. a confirmed reservation for the next available flight that is operated by Sun Country Airlines, or a carrier with which Sun Country Airlines has a commercial agreement, is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger’s original ticket and departs within 9 hours of the departure time that is indicated on that original ticket,
  - b. a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger’s original ticket and departs within 48 hours of the departure time that is indicated on that original ticket if Sun Country Airlines cannot provide a confirmed reservation that complies with subparagraph (a), or
  - c. if Sun Country Airlines cannot provide a confirmed reservation that complies with subparagraph (a) or (b) (above),
    - i. 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
    - ii. if the new departure is from an airport other than one at which the passenger is located, transportation to that other airport.

**Refund**

2. If the alternate travel arrangements offered in accordance with (E)(1) do not accommodate the passenger’s travel needs, Sun Country Airlines will
  - a. in the case where the passenger is no longer at the point of origin that is indicated on the ticket and the travel no longer serves a purpose because of denied boarding, refund the ticket, pursuant to Rule 260 - Refunds Resulting from Inability to Accommodate or Refusal to Carry Passenger, and provide the passenger with a confirmed reservation that is for a flight to that point of origin which accommodates the passenger’s travel needs; and
  - b. in any other case, refund the unused portion of the ticket. The amount of the refund will be calculated pursuant to Rule 260 - Refunds Resulting from Inability to Accommodate or Refusal to Carry Passenger.



### **Comparable services**

3. To the extent possible, the alternate travel arrangement must provide services comparable to those of the original ticket, including Sun Country Airlines making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for persons with disabilities.

### **Refund of additional services**

4. Sun Country Airlines will refund the cost of any additional services purchased by a passenger in connection with their original ticket if
  - a. the passenger did not receive those services on the alternate flight; or
  - b. the passenger paid for those services a second time.

### **Higher class of service**

5. If the alternate travel arrangements referred to in (1) above provide for a higher class of service than the original ticket, Sun Country Airlines will not request supplementary payment.

### **Lower class of service**

6. If the alternate travel arrangements provide for a lower class of service than the original ticket, Sun Country Airlines will refund the difference in the cost of the applicable portion of the ticket.

### **Form of refund**

7. Refunds under this section will be made in conformity with Rule 260 - Refunds Resulting from Inability to Accommodate or Refusal to Carry Passenger and must be paid by the method used for the original payment and to the person who purchased the ticket or additional service.

### **(F) Standards of treatment – denial of boarding – within Sun Country Airlines’ control and within Sun Country Airlines’ control but required for safety purposes**

1. Before a passenger boards the flight reserved as an alternate travel arrangement per (E)(1), Sun Country Airlines will provide them with the following treatment free of charge:
  - a. 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
  - b. access to a means of communication.

### **Accommodations**

2. If Sun Country Airlines expects that the passenger will be required to wait overnight for a flight reserved as part of alternate travel arrangements, the air Sun Country Airlines 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.

### **Refusing or limiting treatment**

3. Sun Country Airlines may limit or refuse to provide a standard of treatment referred to (1) and (2) above, if providing that treatment would further delay the passenger.

### **(G) Compensation – denial of boarding – within Sun Country Airlines’ control and not required for safety purposes.**

1. Compensation is only payable when the denial of boarding is within Sun Country Airlines’ control and is not required for safety purposes.

### **Compensation for denial of boarding**

2. If a denial of boarding that is within Sun Country Airlines’ control occurs, Sun Country Airlines will provide the following compensation for inconvenience to the affected passenger:
  - a. CAD 900, if the arrival time of the passenger's flight at the destination that is indicated on the original ticket is delayed by less than six hours;
  - b. CAD 1,800, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by six hours or more, but less than nine hours; and
  - c. CAD 2,400, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by nine hours or more.

### **Payment**

3. Sun Country Airlines 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.

### **Estimated arrival time**

4. If the compensation is paid before the arrival of the flight reserved as part of alternate travel arrangements made pursuant to (E)(1) above, at the destination that is indicated on their ticket, that compensation will be based on the flight's expected arrival time.

### **Written confirmation**

5. 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 (E)(1) above, Sun Country Airlines will provide the passenger with a written confirmation of the amount of the compensation that is owed.

### **Adjustment**

6. 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 (2), Sun Country Airlines will adjust the amount of the compensation.

### **Compensation for inconvenience**

7. If Sun Country Airlines is required by (2) above to provide compensation for a denial of boarding to a passenger, Sun Country Airlines 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. vouchers) if:
  - a. compensation in the other form has a greater monetary value than the minimum monetary value of the compensation that is required under the APPR.
  - b. the passenger has been informed in writing of the monetary value of the other form of compensation;
  - c. the other form compensation does not expire; and
  - d. 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 J - COMMUNICATION OF INFORMATION – CANCELLATION, DELAY, TARMAC DELAY, OR DENIAL OF BOARDING**

**(A) General**

1. In cases where one of the following applies:

- a. Rule E – Delay or cancellation – outside Sun Country Airlines’ control,
- b. Rule F – Delay or cancellation – within Sun Country Airlines’ control and within Sun Country Airlines’ control but required for safety purposes,
- c. Rule G – Tarmac delay,
- d. Rule H – Denial of boarding – outside Sun Country Airlines’ control, or
- e. Rule I – Denial of boarding – within Sun Country Airlines’ control and within Sun Country Airlines’ control but required for safety purposes,

pursuant to the provisions of the APPR, Sun Country Airlines will provide the following information to the affected passengers:

- f. the reason for the delay, cancellation, or denial of boarding;
  - g. the compensation to which the passenger may be entitled for the inconvenience;
  - h. the standard of treatment for passengers, if any; and
  - i. the recourse available against Sun Country Airlines, including their recourse to the Agency.
2. In the case of a delay, Sun Country Airlines 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.
3. Sun Country Airlines will communicate new information to passengers as soon as feasible
4. The information of paragraph (1) above will be provided by means of audible announcements. Visible announcements will be provided upon request.
5. The information of paragraph (1) 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 persons with disabilities.

## **RULE K – ACCEPTANCE OF MUSICAL INSTRUMENTS AS BAGGAGE**

### **(A) Applicability**

1. This Rule applies to all passengers travelling with musical instruments irrespective of the type of fare on which they are travelling or have purchased.
2. In case of damage, loss or delay of musical instruments, the limits of liability for baggage as found in Rule 230 - Baggage Liability Limitations in keeping with the applicable Convention will apply.

### **(B) Small musical instruments as carry-on baggage**

1. Sun Country Airlines will permit a passenger to bring on-board the aircraft cabin a small musical instrument, such as a violin or flute, as part of passenger's carry-on baggage allowance according to Rule 195 – Conditions for Acceptance of Special Items, if:
  - a. the instrument can be stowed safely in a suitable baggage compartment in the aircraft cabin or under the passenger seat, in accordance with Sun Country Airlines' requirements for carriage of carry-on baggage; and,
  - b. there is space for such stowage at the time the passenger boards the aircraft.

### **(C) Musical instruments as carry-on baggage**

1. Sun Country Airlines will permit a passenger to bring on-board the aircraft cabin, and be transported as cabin seat baggage, a musical instrument if:
  - a. the instrument is contained in a case or covered so as to avoid injury to other passengers;
  - b. the weight of the instrument, including the case or covering, does not exceed 45.36 kilograms (100 pounds) or the applicable weight restrictions for the aircraft;
  - c. the instrument can be stowed safely and securely in accordance with Sun Country Airlines' requirements;
  - d. neither the instrument nor the case contains any object not otherwise permitted to be carried in an aircraft cabin; and,
  - e. the passenger wishing to carry the instrument in the aircraft cabin has purchased an additional seat to accommodate the instrument.
2. Musical instruments too large for the cabin may be carried as checked baggage. (See (E) below)

### **(D) Sun Country Airlines unable to carry musical instruments in cabin due to substitution of aircraft**

1. If, due to substitution of aircraft, there is insufficient space to safely stow the musical instrument in the cabin, Sun Country Airlines will offer, at no additional charge:
  - a. to carry the instrument as cabin seat baggage, if space on-board and the nature of the instrument allows it; or alternatively

- b. to accept the instrument as checked baggage
2. If neither (1)(a) nor (b) are satisfactory, Sun Country Airlines will offer the passenger rerouting options, at no additional charge, and if no rerouting options are satisfactory, Sun Country Airlines will involuntarily refund the passenger pursuant to this Rule K.

**(E) Musical instruments as checked baggage**

1. Sun Country Airlines will permit a passenger to transport as checked baggage a musical instrument that cannot be carried in the aircraft cabin if;
  - a. the weight of the instrument (including the case) does not exceed 45.35 kilograms (100 pounds) or the applicable weight restrictions established for the aircraft;
  - b. the instrument can be stowed safely and securely in accordance with Sun Country Airline's requirements; and
  - c. the passenger has paid the applicable checked baggage fee.
2. A passenger has the option of checking suitable musical instruments if all applicable fees are paid.
3. Musical instruments carried as checked baggage will be carried on the same aircraft as the passenger unless the baggage is delayed or Sun Country Airlines decides that it is impractical to carry the baggage on the same aircraft. This will also include cases of substitution of aircraft. In case of baggage delay, Sun Country Airlines will take necessary steps to inform the passenger of the status of the baggage and arrange to deliver the musical instrument to the passenger as soon as possible unless applicable laws require the presence of the passenger for customs clearance.
4. Delicate musical instruments are not suitable for carriage as checked baggage. Passengers should contact Sun Country Airlines or review its [Web site](#) for more information about which musical instruments are not suitable for carriage.
5. The passenger may make a special declaration that their checked musical instrument has a higher value than Sun Country Airlines' maximum liability. If the passenger does so, then the passenger must make this declaration to Sun Country Airlines at the time of check-in and, if required by Sun Country Airlines, shall, as per Rule 230 – Declaration of Higher Value, pay the supplementary charge to allow for additional liability coverage in the case of destruction, loss, damage or delay of their musical instrument.

**Exception:** Sun Country Airlines is not liable for the declared amount if it can prove that it is greater than the passenger's actual interest in delivery at destination.

**(F) Fees**

1. Musical instruments will be considered as part of the passenger's baggage allowance, carriage of which may be dependent on the fare purchased. Certain musical instruments may be subject to excess baggage fees in accordance with Rule M – Baggage Fees.

## **RULE L: GENERAL FARES**

Sun Country Airlines offers an Economy fare category. Fares are subject to change without notice. Details may be obtained from Sun Country Airlines.

Fares apply for transportation only between the airports for which they are published. Tickets may neither be issued nor accepted for transportation that will either originate or terminate at an airport other than the airport for which the fares are published.

When a metropolitan area is served by more than one airport and the passenger requires connecting service with arrival at one airport and departure from another airport, transportation between those airports must be arranged by and at the expense of the passenger.

### **(A) Categories of fares and applicable rules**

#### **Economy**

Airfare is non-refundable but may be changed or canceled prior to the scheduled departure date less applicable change fees, unless otherwise specified.

Customers who cancel after the scheduled departure date and time forfeit the value of the no-show segment.

Name corrections are permitted and complimentary for bookings made directly with Sun Country, including those made via direct travel agent partners. This includes correction to the name's spelling or a legal status change. Name changes are not allowed.

Change fees are per direction, per traveler. If the price of the new airfare is lower, the difference is given in the form of a flight voucher, which must be used for travel one year from the date the trip is purchased. Any increase in cost of airfare is the responsibility of the customer at the time of change. Change fees will be assessed in accordance with Rule N – Other Fees.

**RULE M: BAGGAGE FEES**

The fees listed below are applicable to passengers on flights to and/or from Canada.

**(A) Checked Baggage**

Type of service	Maximum number of bags permitted	Weight per bag (kg)	Dimension per bag (cm)	Fees (CAD)
Economy	1	22.7 kg (50 lbs.)	157.5 linear CM	\$30 at initial booking  \$40 post-booking or via Sun Country Reservations  \$50 at the airport  \$50 2 <sup>nd</sup> Bag  \$60 3 <sup>rd</sup> Bag

**(B) Carry-On Baggage**

Type of service	Maximum number of bags permitted	Weight per bag (kg)	Dimension per bag (cm)	Fees (CAD)
Economy	1	15.9 kg (35 lbs.)	70 cm (24 inches) – Height  40.6 cm (16 inches) – Width  28 cm (11 inches) - Depth	\$30 at initial booking  \$40 post-booking or via Sun Country Reservations  \$50 at the airport



**(C) Excess Baggage**

Type of service	Overweight/oversize  Fees per item  (CAD)
Economy	21.1 – 27.2 kg (51-60 lbs.): \$20  27.7 – 44.9 kg (61-99 lbs.): \$60  63+ linear inches: \$100  Special Sporting Equipment: \$100

**(D) Passenger Reroute**

Passengers rerouted in accordance with Rule E and Rule F, will be entitled to the baggage allowance applicable to the trip as originally purchased regardless of whether passengers are transferred to a different class of service and whether or not they are entitled to a fare refund.

**RULE N: OTHER FEES**

Type of service / fee	Fee (CAD) Between Canada and USA
Priority Boarding  (Economy)	From \$9 per flight, per direction
Change Fee  (Economy)	For changes or cancellations 60 or more days prior to departure: \$0  59-14 days prior to departure: \$39 per segment  13-0 days: \$79 per segment
Change Fee Waiver  (Economy)	From \$19 per person

Fees listed above are non-refundable if a reservation is cancelled by the passenger. Otherwise, the fees will be refunded in accordance with Rule 260 - Refunds Resulting from Inability to Accommodate or Refusal to Carry Passenger.