

RELEVANT TARIFF EXTRACTS

Sunwing's Local Domestic Tariff CTA(A) No. 1

Existing Tariff Rule 10

LIMITATION OF CARRIER RESPECTING BAGGAGE

a) Subject to subsection (2), the liability of the carrier in respect of loss, or damage to, baggage, whether caused directly or indirectly by the act, neglect or default of the carrier or not, the maximum liability is limited to the sum of CAD\$250.00 per passenger.

[...]

b)(iv) Notwithstanding paragraphs a) & b) of this rule, in the case of delayed baggage upon the passenger's arrival at a point in the itinerary other than the place of residence, the Carrier's liability shall be limited to CAD25.00 per day per bag, until the passenger receives the bag(s) or up to a maximum of CAD75.00 whichever comes first. Subject to all of the above stated monetary limits. Carrier shall only reimburse expenses incurred for necessary items purchased. Any claims for reimbursement must be supported by original receipts and any amounts payable under this paragraph shall not be payable to a passenger whose baggage is delayed upon arrival at his place of residence. Any amounts paid to a passenger to compensate for expenses incurred as a result of delayed baggage as set out in this rule shall be deducted from the compensation covered under paragraphs a) or b) of this rule in the event the baggage is deemed lost.

[...]

Proposed Tariff Rule 10

LIMITATION OF CARRIER RESPECTING BAGGAGE

a) Subject to paragraph b) of this Rule, the liability of the Carrier in respect of loss, or damage to, or delay of, baggage, whether caused directly or indirectly by the act, neglect, or default of the Carrier or not, is limited to 1,131 Special Drawing Rights (which is the approximate Canadian Dollar equivalent of CAD \$1,750) per passenger for all baggage.

[...]

b)(iv) In the case of delayed baggage upon the passenger's arrival at a point in the itinerary other than his or her place of residence, the Carrier shall only reimburse expenses incurred for the purchase of necessary items, having regard to the intended activities of the passenger in the 24-hour time period following the purchase of the replacement items. The passenger must minimize the costs incurred by making only necessary purchases, in accordance with the above. Only expenses incurred before the baggage is returned will be reimbursed by the carrier. Any claims for reimbursement must be supported by original receipts and any amounts payable under

this paragraph shall not be payable to a passenger whose baggage is delayed upon arrival at his or her place of residence. Any amounts paid or payable to a passenger to compensate for expenses incurred as a result of delayed baggage are subject to the limits set out in paragraphs a) or b) of this Rule, and shall be deducted from any compensation provided for under paragraphs a) or b) of this Rule in the event the baggage is deemed lost.

[...]

RELEVANT STATUTORY EXTRACTS

Canada Transportation Act, S.C., 1996, c. 10, as amended

67.2(1) If, on complaint in writing to the Agency by any person, the Agency finds that the holder of a domestic licence has applied terms or conditions of carriage applicable to the domestic service it offers that are unreasonable or unduly discriminatory, the Agency may suspend or disallow those terms or conditions and substitute other terms or conditions in their place.