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Tariffs - Canada

CTA(A) No.1

Swoop blog

Table of Contents

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Part I - General Tariff Information

- Explanation of Abbreviations, Ref
- Rule 1: Definitions
- Rule 5: Application of Tariff
 - a. General
 - b. Gratuitous Carriage and Nor
 - c. Traveller Recourse
 - d. Air Transportation Contract

Plan & book

Swoop 101

Where we fly

Priority boarding

Seat selection

Payment options

s

- Rule 7: Protection of Personal Information

Part II – Before Departure

- Rule 10: Application of Fares and Charges
 - a. General
 - b. Fares in Effect
 - c. Routing
- Rule 11: Special Ancillary Products
 - a. ModiFly
- Rule 15: Taxes, Fees and Charges
 - a. General
- Rule 20: Methods of Payment
 - a. General
- Rule 25: Currency of Payment
 - a. General
- Rule 30: Fare Types
- Rule 35: Capacity Limitations
 - a. General
- Rule 40: Reservations
 - a. General
 - b. Seat Assignment
 - c. Changes and Cancellation of Reservations
 - d. Traveller's Responsibility
 - e. Failure to Occupy Seat
 - f. Check-in Time Limits

g. Priority Boarding

- Rule 55: Baggage Acceptance

- a. Applicability

- b. General Conditions of Acceptance of Checked and Unchecked Baggage

- c. Collection and Delivery of Baggage

- d. Items Unacceptable as Baggage

- e. Right to Refuse Carriage of Baggage

- f. Right of Search

Part III – At the Airport/During Travel

- Rule 60: Acceptance of Children for Travel

- a. General

- b. Acceptance of Infants and Children

- c. Documentation

- Rule 71: Carriage of Persons with Disabilities

- a. Acceptance for Carriage

- b. Acceptance of Declaration of Self-Reliance

- c. Medical Clearance

- d. Advance Notice

- e. Seating Restrictions and Assignments

- f. Acceptance of Aids

- g. Manually Operated Wheelchair Access

- h. Service Dogs

- i. Services to be Provided to Persons with Disabilities

- j. Boarding and Deplaning
- k. Communication and Confirmation of Information
- l. Inquire Periodically
- Rule 75: Acceptance of Animals (Service Dogs and Pets)
 - a. General
 - b. Animals as Checked Baggage
 - c. Animals in Cabin
 - d. Service Dogs
- Rule 80: Administrative Formalities – Travel Documents, Customs and Security
 - a. General
 - b. Travel Documents
 - c. Fines, Detention Costs
 - d. Customs and Immigration Inspection
 - e. Security Inspection
- Rule 85: Ground Transfer Services
 - a. General
- Rule 90: Schedule Irregularities
 - a. Applicability
 - b. General
 - c. Safe Travel
 - d. Traveller Options – Re-Rerouting or Refund
 - e. Right to Care
- Rule 95: Denied Boarding and Overbooking

- a. Applicability
- b. Request for Volunteers
- c. Boarding Priorities
- d. Transportation for Travellers Denied Boarding
- e. Compensation for Travellers Involuntarily Denied Boarding
- Rule 105: Refusal to Transport
 - a. Refusal to Transport – Removal of Traveller
 - b. Traveller’s Conduct – Refusal to Transport – Prohibited Conduct and Sanctions
 - c. Recourse of the Traveller/Limitation of Liability
- Rule 110: Traveller Expenses En Route
 - a. General
- Rule 115: Tickets
 - a. General
 - b. Validity for Carriage
 - c. Upgrading (Changing from a Lower to a Higher Fare Ticket)
 - d. Coupon Sequence
 - e. Non-transferability
 - f. Invalidated Tickets

Part IV – After Travel

- Rule 120: Limitations of Liability
 - Successive Carriers
 - Laws and Provisions Applicable
 - Limitations of Liability

- Time Limitations on Claims and Actions
- Overriding Law
- Modification and Waiver
- Gratuitous Transportation
- Rule 121: Limitations of Liability
 - Successive Carriers
 - Laws and Provisions Applicable
 - Time Limitations on Claims and Actions
 - Overriding Law
 - Modification and Waiver
 - Gratuitous Transportation
- Rule 125: Refunds
 - General
 - Involuntary Refunds
 - Voluntary Refunds

Part I – General Tariff Information

Explanation of Abbreviations, Reference Marks and Symbols

(C) Denotes Change which results in neither increases or decreases

(I) Denotes Increase

(N) Denotes Addition

(R) Denotes Reduction

(X) Denotes Cancellation

CTA Canadian Transportation Agency

N/A Not Applicable

No Number

Rule 1: Definitions

“\$” means Canadian dollars;

“Act” means the Canada Transportation Act;

“Affected Flight” means the Flight involved in a schedule irregularity.

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

“Air Transportation Contract” means with respect to Domestic Transportation, a contract entered into between the Traveller and the Carrier for the provision of a Flight to the Traveller and/or goods in the form of a Reservation and confirming itinerary issued by the Carrier.

“Alternate Transportation” means:

- Another Flight (or Flights) on the services of the same carrier or a Flight (or Flights) on the services of another carrier; or
- A substitute form of travel, including travel via train, bus or boat.

“Ancillary” refers to optional extra products, services and/or privileges distinct from the fare, purchased either in respect to transportation services or products, services or privileges ancillary to transportation services, by a passenger at the time of initial fare booking or at a subsequent moment up to and including the journey. Also see “Fees, Charges and Surcharges” defined below;

“Baggage” means any good that:

- Is acceptable for carriage on the Carrier;
- Is appropriately packed in a container acceptable to the Carrier; and
- Unless otherwise specified, includes both checked and unchecked baggage of the Traveller.

“Baggage Identification Tag” or “Baggage Tag” means a document issued by the Carrier solely for identification of Checked Baggage, part of which is given to the Traveller as a receipt for the Traveller’s Checked Baggage and the remaining part is attached by the Carrier onto a particular piece of the Traveller’s Checked Baggage.

"Baggage Rules" mean the conditions associated with the acceptance of Baggage, services incidental to the transportation of Baggage, allowances and all related charges. For example, Baggage rules may address the following topics:

- The maximum weight and dimensions of passenger Baggage, if applicable, both Checked and Unchecked;
- The number of Checked and Unchecked passenger bags that can be transported and the applicable charges;
- Excess, overweight, and oversized Baggage charges;
- Charges related to check-in, collection and delivery of Checked Baggage;
- Acceptance and charges related to special items, e.g. surf boards, pets, bicycles, etc;
- Baggage provisions related to prohibited or unacceptable items, including embargoes;
- Terms or conditions that would alter or impact the Baggage allowances and charges applicable to Travellers (e.g. frequent flyer status, early check-in, pre-purchasing Baggage allowances with a particular credit card); and,

- Other rules governing treatment of Baggage at stopover points, including Travellers subject to special Baggage allowances or charges, etc.

“Boarding Area” means the point where the Traveller’s Flight coupons are lifted and kept by the Carrier or the point where the Carrier examines the Traveller’s Boarding Pass prior to the Traveller being permitted on the aircraft. This may be referred to as the gate area.

“Boarding Pass” includes either a paper document or an electronic document issued by the Carrier to the Traveller and serves as a record that the Traveller has Checked in for their Flight and, when it shows a seat assignment, it permits a Traveller to board a particular Flight.

“Boarding Cut-Off Time” is the time limit specified by the Carrier by which the Traveller must be present at the designated Boarding Area of their Flight.

“Carrier” means Swoop Inc.

“Carrier’s Traveller Liability” means the responsibility owed by the Carrier to a Traveller or other person in respect of a Traveller, arising from the Carrier’s operation, ownership or possession of an aircraft;

“Checked Baggage” means Baggage of which the Carrier takes custody and for which the Carrier issues a Baggage identification tag.

“Check-in Cut-Off Time” is the time limit specified by the Carrier by which the Traveller must have completed check-in formalities and received a Boarding Pass.

“Child” is a Traveller under the age of 12 years.

“Contact Centre” means the call centre office used by the Carrier to handle telephone calls, emails or social media messages from the public;

“Controllable” means, when used in reference to an irregular operation

including Flight delays, cancellations or diversions, a factor considered to be within the Carrier's control;

“Conjunction Ticket” means a Ticket issued to a Traveller concurrently with another Ticket(s) which together constitute a single contract of carriage.

“CTA” means the Canadian Transportation Agency;

“Destination” means the ultimate stopping place according to the contract of carriage, as shown on the Ticket.

“Domestic Transportation” means air transportation between points in Canada.

“Early Show” means a Traveller who requests to travel on an earlier Flight scheduled for departure on the same day of travel with the same Origin and Destination;

“Emotional Support Dog” is a dog which is used to provide support for an emotional disability and is required as an accommodation for a Flight;

“Event of Force Majeure” means an event, the cause or causes of which are not attributable to the willful misconduct or negligence of the Carrier, including, but not limited to (i) earthquake, flood, hurricane, explosion, fire, storm, inclement weather, or the actions of third parties such as acts of government or air traffic control, airport authorities, security agencies, law enforcement or customs and immigration officials, epidemic, other acts of God or public enemies, war, national emergency, invasion, insurrection, riots, strikes, picketing, boycott, lockouts or other civil disturbances, (ii) interruption of flying facilities, navigational aids or other services, (iii) any laws, rules, proclamations, regulations, orders, declarations, interruptions or requirements of or interference by any government or governmental agency or official thereof, (iv) confiscation, nationalization, seizure, detention, theft or hijacking of an aircraft, or (v) any other cause or circumstances whether similar or dissimilar, seen or unforeseen, which the Carrier is unable to overcome by the exercise of

reasonable diligence and at a reasonable cost;

“Fare” means the rate charged to a Traveller in respect of a Flight;

“Fare Type” refers to one of the tiered Fares that set forth the applicable goods and services purchased by the Traveller;

“Fee, Charge or Surcharge” means an amount of money collected by the Carrier from the Passenger, distinct from the fare, and either in respect of transportation services or services ancillary to transportation services. Fees and surcharges may be collected by the Carrier on its' own behalf or pursuant to an obligation imposed or authorization received from a third party. Fees, charges or surcharges may be deemed not refundable and/or not creditable if the traveller chooses to cancel, change or no show their reservation;

“Flight” means the movement of an aircraft with Travellers and/or goods from the point of take-off at the Origin to a point or points of landing thereafter, inclusive of the point of landing at the Destination;

“Flight Coupon” means that portion of the Ticket which is either held electronically in the Carrier’s database or on paper when a paper Ticket is issued to a Traveller. It indicates the particular points between which the Traveller has contracted for transportation.

“Guardian” means an adult over the age of 18 who is travelling with another Traveller under the age of 18 for whose care and safety they are responsible;

“Traveller” means any person, except members of the Air Crew, carried or to be carried in an aircraft with the consent of the Carrier pursuant to a valid contract of carriage, often termed passenger.

“Infant” means a Traveller under the age of 2 years.

“Involuntary Refunds” means a refund of an unused Ticket or portion thereof as

required by the Carrier through no fault of the Traveller.

“Itinerary/Receipt” means a travel document or documents the Carrier or its agent issues to the Traveller travelling on a Ticket. The Itinerary/Receipt contains the Traveller’s name, Flight information and notices relevant for the journey. This document is to be retained by the Traveller during the entire journey.

“Minor” means a Traveller under the age of 18 years.

“Origin” means the initial starting place of the journey as shown on the Ticket.

“Overbooking/Oversold” is the result of selling more seats than the available number of seats on a Flight.

“Person/Traveller with a disability” means a person who, in accordance with the classification system adopted by the World Health Organization and set out in the International Classification of Functioning and Disability (the ICF), has an impairment which gives rise to an activity limitation and/or participation restriction;

“Personal information” means information about an identifiable individual.

“Reservation” is a record of the accommodation held by a Traveller on a given Flight. The Reservation would specify the date and times of travel, Flight number and the Fare Type purchased by the Traveller.

“Routing” establishes the possible points via which travel may take place for a specific Fare.

"Same-day" travel is defined as a Flight departing within 24 hours of booking.

“Schedule Irregularities” means the following:

- Delays in the scheduled departure or arrival of the Carrier’s Flight;

- Cancellation of Flight, or omission of a scheduled stop, or;
- Schedule changes which require rerouting of a Traveller at departure time of his or her Original Flight.

“Self-reliant” means that a person does not require services related to a disability beyond that normally provided by the Carrier, or beyond that which applicable rules or regulations require the Carrier to provide.

“Service Dog” means a dog that is required by a person with a disability for assistance and is certified, in writing, as having been trained by a professional service dog institution to assist a person with a disability and which is properly harnessed in accordance with standards established by a professional service dog institution.

“Special Drawing Rights (SDR)” is a unit of account of the International Monetary Fund.

“Standard Fare” consists of a randomly assigned seat and a personal item.

“Stopover” is a deliberate interruption of a journey initiated by the Traveller and agreed to in advance by the Carrier at a point between the place of departure and the place of Destination. The deliberate interruption must be for a purpose other than changing aircraft.

"Summary page at the end of an online purchase" means a page on a carrier's Web site which summarizes the details of a Ticket purchase transaction just after the Traveller has agreed to purchase the Ticket from the carrier and has provided a form of payment.

“Tariff” means this Tariff, the terms and conditions of carriage applicable to the provision of an air service and other incidental and ancillary services.

“Tax” means an amount of money collected by the Carrier from the Traveller pursuant to an obligation imposed by governmental authority;

“Ticket” means either a paper or electronic document issued by or on behalf of the Carrier which includes the Traveller’s Flight coupons. The Ticket serves as evidence of payment of a Fare, Tax, Charge, Fee, and Surcharge, and constitutes for the Traveller proof of their contract of carriage. In instances where a Ticket exists as an electronic document, the Carrier issues to the Traveller, as proof of purchase, an Itinerary/Receipt.

“Unchecked Baggage” means any Baggage (Unchecked) accompanying the Traveller other than Checked Baggage.

“Uncontrollable”, when used in reference to irregular operations, are those delays and cancellations that are not under the control of the Carrier. These include but are not limited to: Events of Force Majeure, medical diversions or unruly Travellers.

“Voluntary Refunds” means a refund of an unused or partially used Ticket for reasons other than those mentioned under the definition of an involuntary refund.

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

Rule 5: Application of Tariff

(A) General

1. This Tariff shall apply to the carriage of Travellers and their accompanying Baggage, and to all services incidental thereto, marketed (carrying a Swoop flight number) by Swoop and operated by Swoop. Air transportation will be subject to the rules, rates, fares and charges published or referred to in this tariff in effect on the date which the ticket is issued,
2. No Traveller or good shall travel with the Carrier unless an appropriate

written Air Transportation Contract is executed by the Traveller and the Carrier.

3. The contents of this Tariff shall form part of any Air Transportation Contract between the Carrier and a Traveller (including with respect to the Traveller's goods). If there is a conflict between this Tariff and that contract, this Tariff shall prevail.
4. Only officers and directors of the Carrier have the authority to alter, modify or waive any provisions of this Tariff.
5. The Carrier's rules, regulations and conditions of carriage as found in this Tariff are subject to change without notice.
6. In the event that the Carrier issues a Ticket, Baggage Identification Tag, or makes any other arrangements for transportation over the services of any other carrier (whether or not such transportation is part of a through service), the Carrier will act only as agent for such other carrier and the Tariff of that other carrier will apply. Carrier will assume no responsibility for the acts or omissions of such other carrier.
7. All dollar amounts shown herein are exclusive of applicable Tax(es).

(B) Gratuitous Carriage

The Carrier reserves the right to exclude the application of all or any part of this Tariff with respect to gratuitous carriage.

(C) Traveller Recourse

Any compensation offered to Travellers is found in this Tariff or is outlined in applicable government regulations.

In the case of dispute with the Carrier, Travellers should, as the first recourse, try to resolve any problem by dealing directly with the Carrier. If the Traveller has attempted to resolve a complaint with the Carrier and is still not satisfied, the Traveller may take the matter to either the Canadian Transportation Agency or the appropriate court, as the Traveller prefers.

The Carrier may, in its reasonable discretion, impose sanctions described in the Tariff, including the imposition of conditions in respect to future travel or the imposition of a temporary, indefinite, or permanent travel ban on a Traveller.

(D) Air Transportation Contract

No Traveller shall be entitled to board an aircraft of the Carrier except on presentation of a valid Boarding Pass issued pursuant to an Air Transportation Contract, which, subject to the provisions of this Tariff, shall entitle the Traveller to transportation only between the points of Origin and Destination specified therein, and in connection therewith:

1. Reservations for which Fares have been paid and an itinerary issued, shall be binding upon the Traveller and the Carrier; but will not be valid for boarding or transportation purposes until the Traveller has secured a seat-assigned Boarding Pass;
2. Reservations, itineraries, and Boarding Passes are non-transferable;
3. a Boarding Pass shall only be effective for the Flight to which such Boarding Pass relates; and
4. Seat assignments are not guaranteed and are subject to change without notice.

Rule 7: Protection of Personal Information

The Carrier incorporates its Privacy Policy, attached hereto as Schedule "A", into this Tariff.

Part II

Part II - Before Departure

Rule 10: Application of Fares and Charges

(A) General

Applicable Fares are those published by or on behalf of the Carrier.

Fares and charges will apply only to air transportation between the points named on the Ticket. Ground transfer services, will be arranged by the Traveller and at his/her own expense and are not subject to the terms of this Tariff.

(B) Fares in Effect

1. Subject to government requirements and this Tariff:

- a. The applicable Fare is the Fare in effect on the date which the Ticket is issued.

No increase in Fares and charges will be collected in the event that an increase in Fares and charges occurs, provided:

- i. The confirmed Ticketed Reservations are not changed at the Traveller's request. Should the Traveller request a change to the Ticketed Reservations then the Traveller will be obliged to pay the difference in the Fares and be subject to the more restrictive conditions imposed as a result of the change.

If, after a Ticket has been issued, a decrease in Fares, Fees, Taxes, and Charges applicable to the transportation covered by the Ticket becomes effective, no refund in whole or in part of the Original Fare will be permitted.

(C) Routing

1. Unless otherwise provided in the Carrier's Tariff, Fares apply only to their associated routing. If there is more than one routing associated with a Fare, the Traveller, prior to their Ticket being issued, may specify the routing they prefer. If no routing is specified, the Carrier may determine the routing.

Rule 11: Special Ancillary Products

(A) Flexible Change - ModiFly

The option to purchase at initial booking a flexible change product that provides the opportunity to make a one-time change to the departure time (including same-date or alternate date) or return time (including same-date or alternate date) of a directional booking under the following conditions:

- a. Available for purchase only at initial booking;
- b. Only available for purchase up to 14 days before departure;
- c. Must be redeemed not less than 24 hours before segment departure;
- d. Change is available for flight(s) of the same origin and destination points only, ModiFly does not entitle the traveller to change their itinerary origin or destination, only the intended time(s) or date(s) of travel between the same city pair;
- e. Difference in fare due at time of change;
- f. Reduction in fare is forfeit;
- g. Extra Ancillary product(s), service(s) and/or privilege(s) purchased prior to the use of flexible change carry over to the new flight;
- h. For a fee of \$9.99 CAD per segment per person;
- i. No additional fee at time of flexible change;
- j. Must be purchased for all passengers on reservation;
- k. Purchase of flexible change product is non-refundable.
- l. Where alternate flight is available Swoop reserves the right to substitute or credit at its discretion a like for like extra ancillary product, service and privilege if an identical selection is not available or is sold out on the new flight segment.
- m. In the event of non-delivery of ModiFly services within Swoop's control, Swoop will refund the ModiFly fee to original form of payment upon request within 90 days of non-delivery after which no refund will be forfeited.

Rule 15: Taxes, Fees and Charges

(A) General

1. Any tax or charge imposed by government or other authority, or by the operator of an airport, in respect of a Traveller or the use by a Traveller of any services or facilities, will be in addition to the published Fares and charges and will be payable by the Traveller.
2. Taxes imposed by a government authority are required to be collected by the Carrier. Fees imposed by airports or other third parties required to be collected by the Carrier are in addition to the Fare.
3. At the time of the Ticket purchase, the Traveller will be advised by the Carrier of all the taxes and fees appearing on the Ticket.
4. Taxes and fees will be shown separately on the Ticket.
5. The conditions under which Taxes and Fees are imposed, collected or refunded are established by the taxing authority, airport or third party (domestic or foreign) and in all cases will be respected. As a result, the Carrier will either collect new or higher amounts or refund all or a portion of the Tax or Fee paid based on the conditions imposed by the taxing authority.

Rule 20: Methods of Payment

(A) General

All rates and charges published in this Tariff are published in the lawful currency of Canada. Based on the location of fee payment, conversion to Canadian dollars or to the local currency may occur.

The following is a list of payment options accepted by the Carrier for the payment of Tickets and services offered by the Carrier:

1. The following credit cards: American Express®, Discover® and Diners Club International® cards, MasterCard®, VISA®
2. VISA debit cards

3. Swoop Credits and vouchers

Purchases made on-board the Carrier's aircraft shall be made using any credit card in point 1 above.

Rule 25: Currency of Payment

(A) General

1. All Fares and charges for Domestic Transportation are stated in Canadian dollars.

Rule 30: Fare

1. The Fare shall only entitle the Traveller to a seat on the aircraft.

1.1 Standard fare

The standard fare includes a randomly assigned seat and one personal item.

Fees are applicable for the following services:

- a. Checked baggage
- b. Carry-on baggage
- c. Seat selection
- d. Food and beverages
- e. Third-Party products, ancillaries and privileges;
- f. Additional products, services and privileges include but not exclusive to:
 - i. Flexible change
 - ii. Flexible cancel
 - iii. Priority Boarding
 - iv. Bundled Options offering one or more of the above

Rule 35: Capacity Limitations

(A) General

1. A Reservation for space on a given Flight is valid only when the availability and allocation of that space is confirmed by the Carrier and the Traveller has paid the appropriate Fare and a Ticket and Air Transportation Contract have been issued for that space.
2. On any given Flight, the Carrier may limit the number of Travellers carried at any given Fare. All Fares will not necessarily be available on all Flights. The number of seats which the Carrier shall make available on a given Flight will be determined by the Carrier's best judgment as to the anticipated total number of Travellers on each Flight.

Rule 40: Reservations

(A) General

1. Any Reservation, change of a Reservation, or cancelling of a Reservation requested by a Traveller to be performed via the Contact Centre shall pay a fee of \$15 per transaction.
2. A Reservation for space on a given Flight is valid when the availability and allocation of the space is entered into the Carrier's Reservation system and a confirmation number/code is obtained which authenticates the Reservation.
3. The Carrier will only issue a Ticket against a valid Reservation. Subject to payment or other satisfactory arrangement and Traveller compliance with the check-in time limits set out in paragraph (F) below, a Ticket will be issued to the Traveller by the Carrier or agent of the Carrier indicating that the Traveller is holding confirmed space for the Flight(s) shown on the Ticket.

(B) Seat Assignment

The Carrier does not guarantee the assignment of any particular space on the aircraft.

1. Advance seat selection

The Carrier offers Travellers the option of paying a fee for a specific seat at the time of booking or up to 1 hour prior to their Flight's scheduled departure subject to the following:

- a. Advance seat selection is not guaranteed, and may not be offered, or be subject to change on some Flights based on operational restrictions;
- b. Advance seat selection may not be available through some Reservation channels;
- c. Travellers with a disability requiring specific seating may request a seat by contacting the Carrier's Contact Centre; and

2. Fees

1. Seat selection fees are calculated per flight segment (i.e. as identified by a change in Flight number) for each direction of travel from the Origin to the Destination.
2. When seats are selected on multi-segment itineraries or a round trip, the fee shall be collected for each Flight segment.
3. Different seat fees apply for seats beyond row 18 of the aircraft, exit row and seats with extra leg room.
4. Seat selection fees are non-refundable except when the itinerary is canceled within 24 hours of booking for flights departing more than 7 days from the date of booking.

Bookings made prior to August 02 2018:

Pre reserved seating < 994 miles (<1600km)	At booking	Added after booking
Standard seat in the front of the	\$10	\$15

cabin (29-30" seat pitch)

Standard seat in the back of the cabin (29-30" seat pitch)	\$5	\$10
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Exit row (38-39" seat pitch)	\$20	\$30
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Extra legroom seat in the front of the cabin (34-35" seat pitch)	\$20	\$30
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Extra legroom seat in the back of the cabin (34-35" seat pitch)	\$10	\$20
---	------	------

Pre reserved seating > 994 miles (>1600km)	At booking	Added after booking
--	------------	---------------------

Standard seat in the front of the cabin (29-30" seat pitch)	\$15	\$20
---	------	------

Standard seat in the back of the cabin (29-30" seat pitch)	\$10	\$15
--	------	------

Exit row	\$25	\$35
----------	------	------

Extra legroom seat in the front of the cabin (34-35" seat pitch)	\$25	\$35
--	------	------

Extra legroom seat in the back of the	\$15	\$25
---------------------------------------	------	------

cabin (34-35" seat pitch)

Bookings made on or after August 02 2018:

Pre reserved seating < 994 miles (<1600km)	At booking	Added after booking
Standard seat in the front of the cabin (29-30" seat pitch)	\$10	\$15
Standard seat in the back of the cabin (29-30" seat pitch)	\$5	\$10
Exit row (38-39" seat pitch)	\$20	\$30
Extra legroom seat in the front of the cabin (34-35" seat pitch)	\$20	\$30
Extra legroom seat in the back of the cabin (34-35" seat pitch)	\$10	\$20
Pre reserved seating > 994 miles (>1600km)	At booking	Added after booking
Standard seat in the front of the cabin (29-30" seat pitch)	\$18	\$21

Standard seat in the back of the cabin (29-30" seat pitch)	\$12	\$15
Exit row (38-39" seat pitch)	\$30	\$45
Extra legroom seat in the front of the cabin (34-35" seat pitch)	\$50	\$75
Extra legroom seat in the back of the cabin (34-35" seat pitch)	\$24	\$36

3. Changes and cancellations to an advance seat selection

Changes to a seat selection on a Reservation after a booking has been made will require payment for the seat fee difference.

The Carrier reserves the right to cancel or change the selected seat(s) on any segment(s) for which fees have paid, at any time, for any reason, without notice to any Travellers affected thereby. The Carrier reserves the right to accommodate affected Traveller(s) with seating in a comparable seat(s), or the best seat(s) available at the time, or to provide a non-refundable credit or refund for the Fees associated with the seat(s).

4. Seat assignment for Children

The Carrier will make reasonable efforts to ensure that children are seated with their accompanying parent or Guardian. The Carrier provides Travellers the option to pre-purchase seat selection up to 1 hour prior to departure but there is no obligation to do so.

The Carrier's supplemental policies with regards to seat assignment for

children are:

- a. If Travellers do not pre-purchase seats prior to their arrival at the airport, the Carrier's airport agent will manually seat children and their accompanying parent or Guardian together.
- b. If a manual intervention is not successful, the Carrier's airport agent at the Boarding Area will ask for volunteers among the Travellers to change seats.
- c. If no Travellers volunteer, the Carrier's airport agent at the Boarding Area will inform the flight attendant(s) to move Travellers as able.

(C) Changes and Cancellation of Reservations

Reservations are non-refundable less than 72 hours before the planned departure of the Flight. No changes to a Reservation are permitted.

1. Cancellations incur a fee per booking per Traveller:
 - o \$50 for bookings made prior to August 02 2018.
 - o \$100 for bookings made on or after August 02 2018
2. The remaining balance shall be issued to the Traveller in the form of a Swoop Credit and shall include all amounts paid by the Traveller in association with the Fare, including refundable Fees, Charges, Surcharges and Taxes, less any cancellation fees. The Swoop Credit shall be valid for 90 days from the date of its creation.
3. Only reservations made within 24 hours of booking for flights departing more than 7 days from the date of booking shall be eligible for a refund to the original form of payment.
4. The Carrier will cancel Reservations of any Traveller:
 - o To comply with any government regulations; or,
 - o Due to an Event of Force Majeure.

(D) Traveller's Responsibility

The Traveller must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance and the departure process while meeting the time limits detailed in (F) below. Flights will not be delayed for Travellers who have not completed any of these pre-boarding requirements. This will be considered a no show by the Carrier.

The Carrier will not be liable for loss or expense due to the Traveller's failure to comply with this provision. Any amounts paid for the Ticket, including Fare, Fee, Charge, Surcharge, and Tax paid by a Traveller or Travellers are forfeited in the event the Traveller(s) fail(s) to show up for a Flight.

(E) Failure to Occupy Seat

If the Traveller does not occupy space which has been reserved by/for him/her and the Carrier is not notified of the cancellation of such Reservation up to and until the scheduled departure of that particular Flight, the Carrier will cancel the flight segment. Any remaining flight segments on the Traveller's itinerary will not be cancelled.

(F) Check-in Time Limits

1. Check-in times

Web	Mobile	Airport check-in counter
Opens 24 hours before your Flight's scheduled departure	Opens 24 hours before your Flight's scheduled departure	Opens three (3) hours before your Flight's scheduled departure

2. Check-In Cut-Off Times

The cut-off times below may not represent the amount of time required to drop off Baggage and to go through security. Travellers should arrive at the airport at least 90 minutes before a Flight.

Check-in channel	Cut-off time before scheduled departure
Web / Mobile	60 minutes
Airport check-in counter	45 minutes

- a. Checked Baggage will be accepted a maximum of three (3) hours before departure and a minimum of 45 minutes before scheduled departure.
- b. Travellers travelling with oversized or overweight Baggage must check in 75 minutes before scheduled departure.
- c. Travellers who have checked in are required to be at the departure gate 40 minutes before the scheduled time of departure.

If the Traveller fails to meet the time limits specified in the above chart, the Carrier may reassign any pre-reserved seat and/or cancel the Reservation of the Traveller and the Carrier may not be able to transport the Traveller's Baggage. The Carrier shall face no liability due to the Traveller's failure to comply with this provision and any amounts paid for the Ticket, including Fare, Fee, Charge, Surcharge, and Tax paid by a Traveller or Travellers are forfeited

Note: It is recommended that the Traveller provide the Carrier with a point of contact (e-mail address and/or telephone numbers) in case the Carrier must communicate with the Traveller prior to his/her departure or at any point during the Traveller's itinerary. The Carrier shall make a reasonable effort to inform its Travellers of any delays, cancellations or schedule changes.

(G) Priority boarding:

Priority boarding is an optional Ancillary service fee that allows boarding of the aircraft after pre-boarding and prior to general boarding.

- a. Priority boarding fees are non-refundable except if the booking is cancelled within 24 hours of booking and outside 7 days of departure.
- b. The fee for Priority Boarding plus applicable taxes is as follows:
 1. Booking (web, mobile, Contact Centre): \$10
 2. Manage booking (web, mobile, Contact Centre): \$15
 3. Online check-in: \$20

Rule 55: Baggage acceptance

(A) Disclosure of Baggage Rules

Summary Page at the end of an Online Purchase and E-Ticket Disclosure

- a. Upon purchase of a Flight, the Traveller shall receive an E-Ticket from the Carrier which will set out provisions related to further rules and regulations, including those rules related to Checked Baggage and Unchecked Baggage. The information provided on the E-Ticket will reflect the Baggage rules of the Selecting Carrier. Specifically,
- b. The Carrier will disclose the following information:
 - c. the name of the carrier whose Baggage Rules apply;
 - d. the Traveller's free Baggage allowance and/or applicable fees;
 - e. size and weight limits of the Baggage, if any;
 - f. the terms or conditions that would alter or impact a Traveller's standard Baggage allowances and charges (e.g. pre-purchasing);
 - g. the existence of any embargoes that may be applicable at some point during the Traveller's itinerary; and,
 - h. the application of Baggage Rules and charges (i.e., whether they are

applied once per direction or if they are applicable at each stopover point).

- i. The Carrier will provide this information in text format on the Traveller's e-Ticket confirmation. Any fee information provided for Unchecked Baggage and Checked Baggage will be expressed as specific charges (i.e., not a range).

(B) Web site Disclosure

The Carrier discloses on its Web site a complete and comprehensive summary of all of the Carrier's own Baggage Rules, including information concerning:

- a. The maximum weight and dimensions of Traveller Baggage, if applicable, both Checked and Unchecked;
- b. The number of Checked and Unchecked Traveller Baggage that can be transported and the applicable charges;
- c. Excess and oversized Baggage charges;
- d. Charges related to check in, collection and delivery of Checked Baggage;
- e. Acceptance and charges related to special items, e.g. sporting equipment etc.;
- f. Baggage provisions related to prohibited or unacceptable items, including embargoes;
- g. Terms or conditions that would alter or impact the Baggage allowances and charges applicable to Travellers (e.g. pre-purchasing); and,
- h. Other rules governing treatment of Baggage at stopover points, including Travellers subject to special Baggage allowances or charges.

(C) Applicability

This rule applies to transportation of Baggage. The Carrier will only transport goods to the Destination of the Flight. All Checked Baggage must have a Baggage Identification Tag. All Unchecked Baggage should have a tag with the Traveller's name, address and telephone number.

A particular piece of Baggage, Checked or Unchecked, will not be considered to be the property of more than one person.

Unchecked Baggage, including personal items, will be considered to be property of the Traveller who is in possession of the Baggage at the time of embarkation.

Swoop does not maintain an interline baggage agreement at this time.

(D) General Conditions of Acceptance of Checked and Unchecked Baggage

The Carrier reserves the right to refuse to board or transport any goods which, in the Carrier's sole discretion, are not appropriately packaged for Flight or which are otherwise unsuitable for Flight.

The Carrier will generally accept for transportation as Baggage, any good that is necessary or appropriate for the wear, use, comfort, or convenience of the Traveller for the purpose of the trip, subject to the following:

1. Checked Baggage

- a. Once the Carrier takes possession of the Traveller's Checked Baggage, the Carrier will issue a Baggage identification tag for each piece of Checked Baggage. A portion of this tag will be provided to the Traveller and each bag will be affixed with the corresponding remaining portion of the tag.
- b. Checked Baggage will be carried on the same aircraft as the Traveller unless the Baggage is delayed or the Carrier decides that it is impractical to carry the Baggage on the same aircraft. In case of delay, the Carrier will take necessary steps to inform the Traveller on the status of the Baggage and arrange to deliver the Baggage to the Traveller as soon as possible.
- c. For lap-held Infants, the Carrier permits up to two (2) pieces of Infant equipment (for example, an approved Infant restraint system, playpen, or stroller) free of charge. For an Infant in a confirmed seat, the Carrier will permit the free Checked Baggage of one (1) piece of child/Infant equipment (for example, an approved child restraint

system, playpen or stroller).

- d. Checked bag fees are non-refundable except if the booking is cancelled within 24 hours of being made for flights departing more than 7 days from the date of booking.

The Carrier accepts (based on available space):

- i. A first, second, third or fourth piece of Checked Baggage within the weight and size limits outlined in this section will be charged a fee according to the fee tables below.
- ii. Checked Baggage may weigh up to 23 kg (50 lbs) with combined length + width + height dimensions of 157 cm (62") each.
- iii. Baggage shall be considered oversized where any of the dimensions exceed of 157 cm (62 inches) but not exceeding 203 cm (80 inches). This Baggage will be accepted to/from most destinations, subject to the fees in the tables below. Baggage with combined dimensions exceeding 203 cm (80 inches) will not be accepted for transport. Travellers shall pay oversized Baggage fees of:
 1. \$50 per bag for bookings made prior to August 02 2018
 2. \$100 per bag for bookings made on or after August 02 2018
- iv. Baggage shall be considered to be overweight Baggage when it weighs more than 23 kg (50 lbs) but does not exceed 45 kg (100 lbs). Overweight Baggage will be accepted to/from most destinations, subject to the payment of a \$50 for bookings made prior to August 02 2018 and \$100 fee per bag for bookings made on or after August 02 2018.
- v. Combined excesses: An item of Baggage that exceeds the Baggage allowance, is oversize or overweight will be subject to all applicable combinations of fees, excluding infant equipment as outlined above.

Except as outlined herein, all Baggage requires payment of a fee. Travellers are required to pay Baggage fees as outlined below for each channel Type:

Bookings made prior to August 02 2018:

Checked Baggage fees

	First Bag	Second Bag	Third, fourth(each piece)
Initial Booking, web, mobile, Contact Centre	\$25	\$35	\$100
Manage Booking web, mobile, Contact Centre	\$25	\$35	\$100
Check in, web and mobile	\$25	\$35	\$100
Airport check in	\$40	\$50	\$115
Airport Boarding Area	\$70		

Bookings made on or after August 02 2018:

Checked Baggage fees

	First Bag	Second Bag	Third, fourth(each piece)
Initial Booking, web, mobile, Contact Centre	\$30	\$40	\$100
Manage Booking web,	\$30	\$40	\$100

mobile, Contact Centre

Check in, web and mobile	\$30	\$40	\$100
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Airport check in	\$40	\$50	\$115
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Airport Boarding Area	\$70		
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2. Sporting equipment

Sporting equipment is considered part of the checked baggage allowance. The Carrier shall collect all additional fees for Checked sporting equipment that exceed the checked baggage allowance for size and weight, per Rule 55 (unless otherwise noted below). In all cases, the Baggage must contain the equipment noted.

Bicycle and helmet - A maximum of one bicycle and one helmet are allowed per guest. A maximum of one bicycle and one helmet are allowed per guest. A maximum of one bicycle and one helmet are allowed per traveller. A bicycle must be packed flat in a bicycle bag or boxes. Swoop may refuse carriage of improperly packaged bicycles.

Oversize and oversized fees apply.

Fishing equipment - Collapsible fishing rods can be permitted as carry-on baggage. A fishing rod as checked baggage must be packed in a rigid or hard-shell container. More than one fishing rod can be packed in the same container. A set consists of a fishing rod container and a tackle box.

Oversize fee is waived. Overweight fees apply.

Football equipment - A set consists of cleats, a football, football helmet, knee

pads, and shoulder pads.

Overweight and oversized fee waived.

Golf equipment - Golf equipment must be packed in a container specially designed for shipping or in a bag with an attached hood. Tripod legs on golf bags must be secured or taped to the golf bag. A set consists of golf balls, golf clubs, and golf shoes.

Oversize fee waived. Overweight fees apply.

Hockey equipment (or ringette, lacrosse) – A set contains a helmet, puck/ring /ball, sticks, pads, and skates/cleats/shoes.

Overweight and oversized fee waived.

Snow ski equipment - Skis must be packed for shipping to prevent damage. A set consists of: a pair of skis, a pair of ski poles, helmet, a pair of boots (which can be checked in a separate boot bag).

Oversize fee is waived. Overweight fees apply.

Snowboard equipment - The snowboard must be packed for shipping to prevent damage. A set consists of: a snowboard, helmet, a pair of boots (which can be checked in a separate boot bag).

Oversize fee is waived. Overweight fees apply.

Water ski equipment - The water ski equipment must be packed for shipping to prevent damage. A set consists of two water skis.

Oversize fee is waived. Overweight fees apply.

3. Unchecked Baggage (Carry-on Baggage)

- a. Unchecked Baggage must be within the Carrier's size and weight limits to

be taken onboard the aircraft

- b. Each Traveller may have one (1) piece of Unchecked Baggage (carry on item) and one (1) personal item.
- c. In all cases, the items may not exceed the applicable measurements outlined below:
- d. Unchecked Baggage: Maximum size of 53 cm x 23 cm x 38 cm (21 in. x 9 in. x 15 in.)
- e. Personal item: Maximum size of 41 cm x 15 cm x 33 cm (16 in. x 6 in. x 13 in.)
- f. In the interest of Traveller safety within the cabin, the Carrier, in its sole discretion, may check any Unchecked (Unchecked) Baggage for any or no reason.
- g. All Unchecked Baggage must be stored in an overhead bin or placed completely under the seat directly in front of the Traveller.
- h. Travellers should contact the Carrier or review its Web site for more information about which objects are not suitable for carriage as Checked Baggage and will only be accepted for transportation in the Traveller cabin of the aircraft upon prior agreement with the Carrier.

Unchecked Baggage/Carry on Baggage

Initial Booking, web, mobile, Contact Centre	\$35
Manage Booking web, mobile, Contact Centre	\$35
Check in via web and mobile*	\$35
Airport check in**	\$50

Airport Boarding Area

\$80

*Available up to 60 minutes before flight.

**Available between 3 hours and 45 minutes before flight.

(E) Collection and Delivery of Baggage

1. Only the Traveller who was given a Baggage identification tag when the Carrier took possession of the Baggage is entitled to accept delivery of the Baggage.
2. If the Traveller claiming the Checked Baggage is unable to produce his/her portion of the Baggage identification tag and identify the Baggage by means of its Baggage identification tag, the Carrier must receive satisfactory proof that the Baggage belongs to the Traveller in question before delivering the Baggage to the Traveller.
3. Acceptance of the Baggage without complaint, within the time limits stipulated, by the Traveller in possession of the Baggage identification tag is evidence that the Carrier delivered the Baggage in good condition and in accordance with this Tariff.

(F) Items Unacceptable as Baggage

The following items are unacceptable as Baggage and will not be transported by the Carrier:

1. Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over.
2. Items which are likely to be damaged by air carriage.
3. Items which are likely to endanger the aircraft or persons or property on board the aircraft. These unacceptable items are specified in the International Civil Aviation Organization (ICAO) *Technical Instructions for the Safe Transport of Dangerous Goods by Air* and the International Air Transport Association (IATA) *Dangerous Goods Regulations*.

4. Items, which in the Carrier's opinion, are unsuitable for carriage because of their weight, size or character, for example, fragile or perishable items.
5. Items which are unsuitably or inadequately packed, if included in checked baggage.
6. Articles strapped, fastened, or otherwise secured to other baggage being checked and which are not independently tagged and/or packaged. Such items include but are not limited to sleeping bags, tents, luggage racks, luggage Carriers, and umbrellas.
7. Live animals except as provided in Rule 75, Acceptance of Animals (Service Dogs).
8. Firearms and ammunition are prohibited from carriage as Baggage.
9. Are restricted as carry-on baggage due to security restrictions (e.g. sharp, piercing or cutting object). Such items must be checked.
10. The Traveller shall not include in the Checked Baggage fragile or perishable items, money, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, business documents, samples, passports and other identification documents.

The Carrier reserves the right to refuse to board or transport any goods, or to remove goods from the aircraft, if such refusal or removal is, in the Carrier's sole discretion, necessary or desirable for reasons of the health or safety of the Travellers, the Air Crew, or the aircraft, or is otherwise necessary or desirable to prevent violation of any applicable law, regulation or order of any governmental authority of those jurisdictions where the aircraft shall be flown from, to or over, or if the goods are inadequately or improperly packed.

(G) Right to Refuse Carriage of Baggage

1. The Carrier will refuse to carry as Checked Baggage any Baggage that the Carrier has discovered to contain any unacceptable item mentioned above and when the Traveller fails to provide the Carrier with prior notice for those items requiring such notice.
2. The Carrier will, at its sole discretion, refuse to carry any Baggage because

of its size, shape, weight or character.

3. The Carrier will refuse to carry Checked Baggage if it determines that the Baggage has not been properly and securely packed in suitable suitcases or containers.

Note: This provision does not apply to aids for persons with a disability.

(H) Right of Search

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

Part III – At the Airport/During Travel

Rule 60: Acceptance of Children for Travel

(A) General

1. Infants and Children, accompanied in the same cabin by a Traveller 12 years of age or older, will be accepted for transportation.
2. Persons entrusted with the care of Infants and Children must be capable of discharging this duty.

Infants

1. Infants do not require a seat but require a Ticket. An Infant not occupying a seat and accompanied by a Traveller at least 12 years of age (lap held infant) will not be charged a Fare, however they will be charged any per Traveller third party charges and taxes like airport improvement fees. Proper documentation is required for travel and proof of age.

2. Only one Infant may be held in the lap of an accompanying Traveller.
3. No single Traveller shall be responsible for more than one Infant whether the Infant is held on the lap of an accompanying Traveller or a seat has been purchased for the Infant and the Infant is secured in an approved child restraint system (car seat).
4. An Infant at the time of departure but reaching his/her second birthday during the continuing/return Flight(s) will require a seat and must pay the applicable Fare for the continuing/return Flight(s).
5. Infants occupying a seat must be properly secured in a Transport Canada or United States Federal Aviation Administration (FAA) approved child restraint device.

Children

1. All Children, two years of age or older, must have a Ticket and be assigned a seat.
2. All Minors, 12 years of age or older, will be able to travel unaccompanied without supervision and will be considered to be an adult for Fare purposes.
3. All Minors, 12 years of age or older, may accompany other Infants and Children under 12 years old and will be considered as adults for the purposes of travel and will be charged the applicable adult Fare.

(B) Acceptance of Infants and Children

Age	Accepted	Conditions
9 days to 23 months (Infant)	Yes	Only one Infant is permitted per Traveller 12 years or older. The Infant may travel free of charge when the Infant is held on an accompanying Traveller's lap. An Infant for whom a seat

is purchased must be properly secured in an approved child restraint device and will be assessed the applicable Fare.

2 to 11
years old
(child)

Yes

These Travellers must be supervised by a Traveller of 12 years or older. The use of an approved child restraint device is optional for Children aged two and up.

12 years
and
older

Yes

These Travellers are eligible to travel unaccompanied and unsupervised. Furthermore, they may accompany Infants/Children 9 days to 11 years old.

(C) Documentation

1. For travel within Canada, Travellers under 18 years of age must carry identification such as a passport; an Original birth certificate or a non-government ID, e.g. student card.
2. In addition to the above, the Carrier may require presentation of the following documents when Children are accompanied by a traveller 12 years or older or if accompanied by a single parent:
 - Documents establishing legal custody;
 - Parental consent letter authorizing travel;
 - Death certificate if one parent is deceased;

Rule 71: Carriage of Persons with Disabilities –

(A) Acceptance for Carriage

The Carrier will make every effort to accommodate a person with a disability and will not refuse to transport a person solely based on his/her disability.

(B) Acceptance of Declaration of Self-Reliance

Carrier will accept a person's declaration of self-reliance, will not refuse to provide transportation to a person with a disability, and will not impose any special conditions on the carriage of a person with a disability, except in the following circumstances:

1. Carrier may refuse to provide transportation to any person on the basis of safety.
2. Carrier may refuse to provide transportation to any person if carriage of that person would result in the violation of any applicable law.
3. Carrier reserves the right to require clearance, as a condition of travel, in accordance with procedures established by Carrier, if the transportation of a person involves any unusual risk or hazard to the Traveller or to other persons (including, in the case of a pregnant Traveller, unborn children), for the purpose of determining whether the person requires an Attendant by reason of the provisions of this Rule or for the purpose of determining whether the person qualifies for additional or special seating pursuant to the provisions of this Rule.

See also: Rule 105(A)6.(d), Refusal to Transport, Traveller's Condition, Medical clearance

(C) Medical Clearance

The Carrier may, using its reasonable discretion, determine that a person with a disability requires medical clearance where their safety or well-being, in terms of such things as assistance with eating, using the washroom facilities, or that of other Travellers is in question.

See also: Rule 105(A)6.(d), Refusal to Transport, Traveller's Condition, Medical clearance

(D) Advance Notice

Where a Traveller requests a service set out in this rule at least 48 hours prior to departure, the Carrier will provide the service. Such requests should be made by the Traveller at the time of Reservation, and as far in advance of travel as possible. The Carrier will make a reasonable effort to accommodate persons with a disability who fail to make Reservations 48 hours in advance.

The Traveller shall advise the Carrier of the nature of his/her disability and the nature of the assistance required. Travellers requesting travel under the Carrier's Medical Seating Program must submit their application according to the timeline outlined on the Carrier's website.

(E) Seating Restrictions and Assignments

When a person identifies the nature of his or her disability, the Carrier will provide the Traveller an appropriate seat assignment.

Travellers with a disability will not be permitted to occupy seats in designated emergency exit rows, bulkhead aisle seat, or otherwise in accordance with applicable safety-related rules and regulations.

Travellers with disabilities and their attendants, who will meet the persons' disability-related needs, will be seated together.

The number of Travellers with a disability on a single Flight may be limited based on Traveller safety considerations, aircraft specifications, and airport handling facilities available at departure or arrival airports.

(F) Acceptance of Aids

In addition to the regular Baggage allowance, the Carrier will accept, without charge, as priority Checked Baggage, mobility aids, including:

1. Acceptance of oxygen for medical use is accepted through:

- a. An approved Personal Oxygen Concentrator (POC) on board (along with enough battery power for 1.5 times your total travel time), or;
 - b. Swoop does not accept traveller supplied gaseous medical oxygen in the cabin of the aircraft.
2. Wheelchairs and scooters with non-spillable dry cell batteries, including lead acid, with terminals disconnected and taped;
3. the Traveller will arrange for wet cell batteries from wheelchairs and scooters to be packaged in an approved leak proof container. The Carrier will be responsible for the disconnection and reconnection of any terminals;
4. scooters shall be required to be Checked in and the Traveller shall transfer to a wheelchair provided by the Carrier. Adequate time is needed to disconnect/connect and dismantle and reassemble the scooter before and after the Flight and the Carrier shall make best efforts to perform this task in a timely manner;
5. other mobility aids: the Carrier will accept walkers, canes, crutches, prostheses, communication devices and other medical devices at no extra charge and in addition to the Baggage allowance. Walkers, crutches and canes may be retained by the Traveller while in Flight provide that the device can be stowed in an approved location without exceeding the weight limit for the most appropriate area of the aircraft, and the device does not obstruct access to safety equipment, exits or the aisle.
 - a. If a mobility aid is damaged or lost, the Carrier will provide a suitable temporary replacement without charge as soon as possible. If a damaged aid can be repaired, the Carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the Traveller as soon as possible.
 - b. If a damaged aid cannot be repaired or is lost and cannot be located, the Carrier will, at its discretion, replace it with an identical aid satisfactory to the Traveller, or reimburse the Traveller for the replacement cost of the aid.
 - c. The Carrier will ensure that services are provided to persons with a disability when a request for such services is made at least 48 hours

prior to departure and will make reasonable efforts to accommodate requests not made within this time limit. Services to be provided upon request will include:

- i. assisting with registration at the check-in counter;
- ii. assisting in proceeding to the Boarding Area;
- iii. assisting in boarding and disembarking;
- iv. assisting in stowing and retrieving Baggage;
- v. assisting in moving to and from an aircraft lavatory;
- vi. assisting in proceeding to the general public area or, in some cases, to a representative of another carrier;
- vii. transferring a person between the person's own mobility aid and a mobility aid provided by the Carrier;
- viii. transferring a person between a mobility aid and the person's Traveller seat;
- ix. providing limited assistance with meals and inquiring periodically during a Flight about a person's needs; and
- x. briefing individual Travellers with a disability and their escorts on emergency procedures and the layout of the cabin.

d. Acceptance of Mobility Aids

The Carrier will permit the Traveller who uses a manually operated wheelchair to remain in the wheelchair:

- i. until the person reaches the Boarding Area;
- ii. where facilities permit, while the person is moving between the terminal and the door of the aircraft; and
- iii. where space and facilities permit, while the person is moving between the terminal and the aircraft.

Where space permits, the Carrier will, without charge, permit the person to store a manually operated folding wheelchair and small aids

in the Traveller cabin during the Flight. Mobility aids will be the last items to be stowed in the aircraft hold and the first items to be removed.

(G) Manually Operated Wheelchair Access

The Carrier will permit the person who uses a manually operated wheelchair to remain in the wheelchair:

1. until the person reaches the Boarding Area;
2. where facilities permit, while the person is moving between the terminal and the door of the aircraft;
3. where space and facilities permit, while the person is moving between the terminal and the Traveller seat.

(H) Service Dogs

The Carrier will accept for transportation, without charge, a Service Dog required to assist a Traveller with a disability provided that the dog is properly harnessed and certified in writing as having been trained by a professional service dog institution. The Carrier will assign a seat(s) at no additional fare if requested outside of 48 hours from scheduled departure time, to the Traveller which provides sufficient space for the Traveller and the Service Dog and the Carrier will permit the Service Dog to accompany the Traveller on board the aircraft and to remain on the floor at the Traveller's seat. Where there is insufficient floor space in the seat row of the Traveller's seat, the Carrier will permit the service dog to remain on the floor in an area where the Traveller can still exercise control over the dog.

See also: Rule 75, Acceptance of Animals (Service Dogs), and for provisions related to limitations of liability regarding Service Dogs, refer to Rule 120(B)4., Service dogs or Rule 121(B)4., Service dogs.

(I) Services to be Provided to Persons with Disabilities

1. The Carrier will ensure that services are provided to persons with a disability when a request for such services is made at least 48 hours prior to departure, and will make reasonable efforts to accommodate requests not made within this time limit. Services to be provided upon request will include:

- a. Assisting with registration at the check-in counter;
- b. Assisting in proceeding to the Boarding Area;
- c. Assisting in boarding and deplaning;
- d. Assisting in stowing and retrieving Unchecked Baggage and retrieving Checked Baggage;
- e. Assisting in moving to and from an aircraft lavatory;
- f. Assisting in proceeding to the general public area or, in some cases, to a representative of another carrier;
- g. Transferring a person between the person's own mobility aid and a mobility aid provided by the Carrier;
- h. Transferring a person between a mobility aid and the person's Traveller seat;
- i. Inquiring periodically during a Flight about a person's needs; and
- j. Briefing individual Travellers with a disability and their attendant on emergency procedures and the layout of the cabin.

2. Attendant/Assistant

- a. Carrier may require that an Attendant accompany a Traveller with a disability as a condition of providing transportation if the Traveller is not able to care for all his/her physical needs during the Flight and requires special or unusual attention beyond that afforded to the general public.
- b. Carrier may require that an Attendant accompany a Traveller with a disability as a condition of providing transportation if Carrier

determines that such an Attendant is essential for safety in the following circumstances:

- i. When the Traveller, because of a mental or cognitive disability, is unable to comprehend or respond to safety related instructions;
- ii. When the Traveller has impairments which affect both his/her hearing and vision with such severity that the Traveller is not able to establish a means of communication with the Carrier's personnel sufficient to receive, assimilate and respond to safety related instructions;
- iii. When the Traveller has mobility impairment as severe as to be unable to assist in his/her own evacuation or don an oxygen mask in the case of a decompression.

(J) Boarding and Deplaning

Where a person with a disability requests assistance in boarding or seating or in stowing Unchecked Baggage, the Carrier will allow the person, upon request, to board the aircraft in advance of other Travellers where time permits. The Carrier may also require a person, even in the absence of a request to do so, to board the aircraft in advance of other Travellers in order that it has sufficient time to provide the requested assistance.

If requested, the Carrier and airport authorities will make arrangements for assisting persons with disabilities with outbound/inbound governmental clearance and with Baggage delivery.

(K) Communication and Confirmation of Information

Announcements to Travellers concerning stops, delays, schedule changes, connections, onboard services and claiming of Baggage will be made in visual, verbal and/or written format to persons with a disability who request such a service.

The Carrier will supply a written confirmation of services that it will provide to

that person.

Modification to reflect that pre-boarding can occur upon request of the person with a disability as well as a requirement by the carriers.

The Carrier will ensure that instructions relating to special handling requests from persons with a disability are passed on to the Flight attendants along with other special instructions.

(L) Inquire Periodically

When persons in wheelchairs who are not independently mobile are waiting to board an aircraft, the Carrier will inquire periodically about their needs upon request, and shall attend to those needs where the services required are usually provided by the Carrier.

Rule 75: Acceptance of Animals

Animals, except service dogs and emotional support dogs, will not be accepted for carriage in the cabin or as checked baggage in the cargo pits of the aircraft.

The Carrier does not accept endangered species or the remains from endangered species, as listed on Environment Canada's website under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES). The Carrier does not accept trophies or remains for carriage from any of the five big game animals (cape buffalo, elephants, leopards, lions, or rhinoceros).

The Carrier will accept antlers and horns from game hunted in season with appropriate permits. These items are permitted in Checked Baggage only, as part of a Traveller's Checked Baggage Rules and must meet the checked baggage weight and size guidelines as per Rule 55. All applicable Checked Baggage fees will apply.

(D) Service Dogs

1. The Carrier will accept for transportation, without charge, a service dog required to assist a person with a disability on Flights wholly operated by the Carrier, provided that the dog is properly harnessed and certified as having been trained by a professional service dog institution. Such a dog may not occupy a seat in the aircraft; however the Carrier will ensure there is sufficient space for the dog. For the comfort of all Travellers, the Carrier staff will determine, in consultation with the person with a disability, where the person and service dog will be placed. The Carrier recommends a person travelling with a service dog book a of minimum 48 hours prior to departure, however, the Carrier will do all possible to accommodate bookings inside of 48 hours from departure.
2. The Carrier will accept for transportation, without charge, an emotional support dog required to assist a person with a mental or emotional disability on Flights wholly operated by the Carrier. For travel with an emotional support dog, the Traveller is required to fax a signed letter from their licensed mental health professional (for example, a psychiatrist, psychologist, licensed clinical social worker) to the office of the Carrier. This letter must be on the attending mental health professional's letterhead, and must state:
 - a. The Traveller has a mental or emotional disability recognized in the Diagnostic and Statistical Manual of Mental Disorders--Fifth Edition (DSM V);
 - b. The Traveller requires the emotional support dog as an accommodation for air travel and/or for an activity at their intended Destination; and
 - c. The type of license held by the mental health professional and the jurisdiction in which it was issued. Service dogs assisting a person with a disability that have been certified in writing as having been trained by a professional service dog institution will be permitted in the Traveller cabin of the aircraft. The dog must remain on the floor at the person's seat and under the traveller's control.

Rule 80: Administrative Formalities – Travel Documents, Customs and

Security

(A) General

1. The Traveller is responsible for obtaining all required travel documents (passports, visas, tourist cards, health certificates, or other appropriate and necessary identification) including those of any Children that are accompanied by the Traveller.
2. The Traveller is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through and also for complying with the instructions of the carriers concerned.
3. The Carrier will not be liable for any help or information given either verbally or in writing to the Traveller in good faith about proper travel documentation.
4. The Carrier will not be liable to the Traveller for any consequences resulting from the failure of the Traveller to obtain the necessary travel documents or from the failure to comply with the laws, regulations, orders and/or demands of countries to be flown from, into or through.

(B) Travel Documents

1. Prior to travel, the Traveller must be prepared to submit for inspection to the Carrier all travel documents required by the countries concerned.
2. The Carrier will have the right to make and retain copies of the travel documents presented by the Traveller.
3. As described in Rule 105, Refusal to Transport, the Carrier reserves the right to refuse transportation to any Traveller who fails to present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries where travel is intended or whose travel documents do not appear to be in order.

(C) Fines, Detention Costs

1. If the Carrier is required to pay any fine or penalty or has incurred any expense because the Traveller was refused entry into a country by reason

of her/his failure to comply with the laws, regulations, orders and/or requirements of that country or has failed to produce required travel documents, the Traveller will reimburse the Carrier, on demand, any amount so paid or expenses incurred by the Carrier.

2. A Traveller found inadmissible either en route or at Destination will not be provided a refund by the Carrier.
3. Due to the Traveller's inadmissibility into a country of transit or Destination, the Traveller must pay the Carrier the applicable Fare to be transported from the country where entry was refused to the Original point of Origin or to an alternative Destination. The Carrier will apply to the payment of such a Fare any funds paid by the Traveller to the Carrier for unused carriage, or any funds of the Traveller in possession of the Carrier.

(D) Customs and Immigration Inspection

As required, the Traveller must be present for the inspection of his/her Baggage by customs or other government officials.

The Carrier will not be liable for any loss or damage suffered by the Traveller in the course of such inspection or through the Traveller's failure to comply with this requirement if the Traveller's Baggage was not in the charge of the Carrier.

(E) Security Inspection

The Traveller shall submit to all necessary security checks by government, airport officials and by personnel of the Carrier.

Rule 85: Ground Transfer Services

(A) General

1. The Carrier does not maintain, operate or provide ground transfer services between airports or between airports and city centres.
2. Any effort by an employee, agent or representative of the Carrier in assisting the Traveller to make arrangements for ground transfer service

shall in no way make the Carrier liable for the acts or omissions of such an independent operator.

Rule 90: Schedule Irregularities

(A) Applicability

This rule applies to all Travellers irrespective of the Fare Type on which they are travelling.

(B) General

1. The Carrier will make all reasonable efforts to transport the Traveller and his/her Baggage at the times indicated in its timetable.
2. Times shown in timetables or elsewhere are approximate and not guaranteed and form no part of the contract of carriage. The Carrier will not be responsible for errors or omissions either in timetables or other representation of schedules. No employee, agent or representative of the Carrier is authorized to bind the Carrier by any statement or representation regarding the dates or times of departure or arrival, or of the operation of any Flight.
3. The Carrier will not guarantee and will not be held liable for cancellations or changes to Flight times that appear on Travellers' Tickets due to an Event of Force Majeure.
4. The Carrier will make all reasonable efforts to inform Travellers of delays and schedule changes and, to the extent possible, the reason for the delay or change.
5. In the case of Schedule Irregularities, the Carrier will give priority for assistance to any person with a disability.
6. Based on the circumstances of the applicable event(s), the Carrier will verify whether a delay or cancellation is Controllable and identify which Travellers are eligible for applicable compensation.
7. The Carrier shall not be liable for damage occasioned by overbooking or

cancellation if the Carrier proves that it, and its employees and agents, took all measures that could reasonably be required to avoid the damage or if it was impossible for the Carrier, and its employees or agents to take such measures. Having taken all known circumstances into consideration, the Carrier will take all measures that can reasonably be required to avoid or mitigate the damages caused by the advance Flight departure, overbooking and cancellation.

(C) Safe Travel

- a. The Carrier is not responsible for Events of Force Majeure or the acts of third parties. The Carrier is legally obligated to maintain the highest standards of aviation safety and cannot be encouraged to fly when it is not safe to do so. Similarly, the Carrier cannot be held responsible for inclement weather or the actions of third parties such as acts of government or air traffic control, airport authorities, security agencies, law enforcement or Customs and Immigration officials.
- b. There is nothing more important to the Carrier than the safety of its Travellers and employees. The carrier will never knowingly put anyone at risk for any reason. If there ever is, or we suspect there is, any situation that might put anyone in harm's way we will make decisions and take actions to remove the risk. As such, the Carrier will neither depart nor fly if it is not safe to do so nor attempt an arrivals approach if it is not safe to do so.

(D) Traveller Options – Re-Rerouting or Refund

1. The Carrier will make reasonable efforts to inform Travellers of Schedule Irregularities and to the extent possible, the reason for the Schedule Irregularities.
2. In the event of a schedule irregularity within the Carrier's control, the Carrier will present the Traveller with the following options:
 - a. Carry the Traveller to the Destination named on the Ticket, or applicable portion thereof, within a reasonable amount of time, on another of its Traveller aircraft, without additional charge; or,
 - b. Reroute the Traveller to the Destination named on the Ticket, or

applicable portion thereof, on its own transportation services within a reasonable amount of time. If the Fare for the revised routing is higher than the Fare paid by the Traveller, the Carrier will require no additional payment from the Traveller.; or,

- c. If travel has begun, reroute the Traveller to the Destination named on the Ticket, or applicable portion thereof, on another air carrier's transportation services, including interline or non-interline carriers(as applicable), within a reasonable amount of time. If the Fare for the revised routing is higher than the Fare paid by the Traveller, the Carrier will require no additional payment from the Traveller. If the Fare for the revised routing is lower in price, a refund will be made for the difference in Fare. The refund will be made to the purchaser of the Ticket. The form of refund will be the same as the form of payment used for the Ticket. The refund will be based on the total value of the Ticket; or,
 - d. If the Traveller chooses to no longer travel as the schedule irregularity results in the loss of purpose of travel or if the Carrier is unable to perform the option stated in (a), (b) or (c) above within a reasonable amount of time, the Carrier will transport the Traveller to the point of Origin named on the Ticket (if travel has begun) and refund the full amount of the Ticket;
 - e. Otherwise, should the alternate transportation proposed by the Carrier not meet the Traveller's satisfaction, the Carrier will offer a refund equal to the Fare and Charges paid. The refund will be made to the purchaser of the Ticket(s). The form of refund will be the same form used as payment of the Ticket(s). The refund will be based on the total value of the Ticket(s).
3. In the event of a schedule irregularity, not within the Carrier's control (e.g. Event of Force Majeure), the Carrier will provide the following:
- a. The Carrier will offer the Traveller the choice to travel on another of its scheduled Flights on the same route as the Traveller was Originally Ticketed or to travel on a different routing operated by the Carrier to the same Ticketed Destination.
 - b. If this option is not available and in the event the Carrier has a commercial agreement with another carrier (and provided space is

available), the Carrier will offer to transport the Traveller on the same route as the Traveller was Originally Ticketed or to travel on a different routing operated by such other carrier.

- c. In the event that subparagraph (b) applies, should the Fare for the alternate transportation proposed by the Carrier be more expensive, there will be no additional cost to the Traveller.
- d. In the event that subparagraph (b) applies, should the Fare for the alternate transportation proposed by the Carrier be less expensive, a refund will be made to the purchaser of the Ticket(s). The form of refund will be the same form used as payment of the Ticket(s). The refund will be based on the total value of the Ticket(s).
- e. In the event that subparagraph (b) applies, should the alternate transportation proposed by the Carrier not meet the Traveller's satisfaction, the unused portion of the Traveller's Ticket(s) will be refunded. The refund will be made to the purchaser of the Ticket(s). The form of refund will be the same form used as payment of the Ticket(s). The refund will be based on the total value of the Ticket(s).

(E) Right to Care

1. In addition to the provisions of this rule, in case of scheduled irregularity within the Carrier's control a Traveller will be offered the following
 - a. meal vouchers for any posted or estimated departure delay of three (3) or more hours up to a maximum of three (3) meal vouchers per day (provided every three (3) hours).
 - b. a hotel voucher, one (1) meal voucher and airport transfers for Travellers who are delayed eight (8) hours or more and who did not start their travel at that airport.
 - c. if the Traveller is already on the aircraft when a delay occurs, and it is safe, practical and there is adequate time to do so, the Carrier will:
 1. offer drinks and snacks; and
 2. if the delay exceeds 90 minutes the aircraft will return, depending on considerations for safety, security or air traffic control issues, to the Boarding Area to provide Travellers with

the option to disembark.

- d. The Carrier will transport the Traveller and Baggage as soon as operationally feasible; however scheduled departure times shown on the Carrier's website or elsewhere are not guaranteed and form no part of this contract. Schedules are subject to change without notice.
- e. The Carrier may, without notice, substitute alternative carriers or aircraft and, if necessary, may alter or omit connection points shown in the itinerary.
- f. Without limiting the generality of the foregoing, the Carrier cannot guarantee that the Traveller's Baggage will be carried on the Flight if sufficient space is not available as determined by the Carrier.

2. Communications for Schedule Changes

For schedule changes, Travellers will be contacted via email or phone if no email address is provided, to advise of the change, the reason for the change, and potential alternate arrangements. Full refunds will also be provided to the Traveller if requested under this section.

3. Communications for Delays and Cancellations

Travellers will receive delay or cancellation information:

- a. Via the Carrier websites;
- b. At the airport during check-in;
- c. At the airport by departure and arrival screens;
- d. At the airport by Carrier announcements; and
- e. On the aircraft.

Rule 95: Denied Boarding and Overbooking

When the Carrier is unable to provide previously confirmed space due to there being more Travellers holding confirmed Reservations and Tickets than for

which there are available seats on a Flight, the Carrier will follow the provisions of this rule.

(A) Applicability

1. This rule applies to all Travellers irrespective of the type of Ticketed Fare.
2. A Traveller who fails to check-in or present themselves at the Boarding Area within the Carrier's Check-In Cut-Off Time and/or Boarding Cut-Off Time as specified in Rule 40(F), Check-in Time Limits, will not receive denied boarding compensation (including a refund of a Fare paid in respect of a Flight pursuant to this section), will at the Carrier's discretion have their Reservations cancelled and will be subject to the terms and conditions associated with the Fare on which he or she is travelling.

Space and weight limitations

Travellers will only be carried within the space and weight limitations of the Carrier's aircraft, and the Carrier reserves the right to deny boarding or transport to any person in order to comply with such limitations.

3. Notwithstanding anything to the contrary herein contained, the Carrier reserves the right to refuse to board or transport or remove from an aircraft at any time, any person or good if such refusal or removal is, in the Carrier's reasonable discretion, necessary or desirable for reasons of the health, comfort or safety of that person, Travellers, the Carrier's employees or agents, the Air Crew, the aircraft or the safe operation of the aircraft, or is otherwise necessary or desirable to prevent violation of any applicable law, regulation or order of any governmental authority of those jurisdictions where the aircraft shall be flown from, to or over.

(B) Request for Volunteers

When a situation of denied boarding due to overbooking occurs, the following will apply:

1. The Carrier will publically ask for volunteers to relinquish their seats from among the confirmed Travellers. At the same time, the Carrier will

announce what type of benefits Travellers will be entitled to should a Traveller voluntarily relinquish his/her seat. This request process will take place at the check-in or Boarding Areas. The Carrier will continue to make this request of Travellers until it obtains enough volunteers to prevent other Travellers from being involuntarily denied boarding or until it determines that it does not, despite its best efforts, have enough volunteers.

2. Once a Traveller has voluntarily relinquished his/her seat, the Traveller will not later be involuntarily denied boarding unless he/she has been advised at the time he/she volunteered of such possibility. At the time the Traveller is advised of such possibility of a further denial of boarding, the Traveller is to be advised of any further compensation to which he or she may be entitled to receive.
3. The Traveller who voluntarily surrenders his/her seat will receive agreed upon benefits from the Carrier. Volunteers will be offered rerouting/refund options as set out in Paragraph (D) 1., 2. and 3. of this rule over and above the aforementioned benefits. In addition, a Traveller who has voluntarily surrendered his/her seat will be offered the following free of charge:
 - a. A meal voucher, if the transportation acceptable to the Traveller departs more than four (4) hours after the Original departure time of the Flight on which Travellers were denied boarding.
 - b. An overnight hotel stay and airport transfers, if the transportation acceptable to the Traveller departs more than eight (8) hours after the Original departure time of the Flight on which the Traveller was denied boarding and involves an overnight stay, provided the Traveller's travel did not start at the airport where the denied boarding situation occurred.
 - c. A telephone call, e-mail or fax message to the Destination point of travel.

Following the Carrier making a request for volunteers, if the Traveller is denied boarding after checking in within the appropriate time limit before planned departure, such Traveller shall, where possible, be offered boarding and transportation on another Flight offered by the Carrier at a later time to such Traveller's Original Destination, free of

charge and compensation outlined herein.

(C) Boarding Priorities

In the event there are not enough volunteers, the remaining Travellers will be denied boarding on an involuntary basis. Travellers holding confirmed and Ticketed Reservations will be permitted to board in the following order until all available seats are occupied:

1. Travellers with a disability and any accompanying attendant or service animal.
2. Travellers traveling due to death or illness of a member of the Traveller's family.
3. Travellers for whom, in the Carrier's own assessment, failure to travel would cause severe hardship.
4. All other Travellers with confirmed and Ticketed Reservations will be accommodated in the order in which they presented themselves for check-in.

(D) Transportation for Travellers Denied Boarding

If, through no fault or negligence of the Traveller, a Traveller is not transported on a Flight for which he held confirmed space, then the Carrier will present a Traveller who has been denied boarding, whether voluntarily or involuntarily, with the following options:

1. Carry the Traveller to the Destination named on the Ticket, or applicable portion thereof, within a reasonable amount of time, on another of its Traveller aircraft, without additional charge, or,
2. Reroute the Traveller to the Destination named on the Ticket, or applicable portion thereof, on its own transportation services within a reasonable amount of time. If the Fare for the revised routing is higher than the Fare paid by the Traveller, the Carrier will require no additional payment from the Traveller. If the Fare for the revised routing is less expensive, a refund will be made for the difference in Fare. The refund will be made to the

purchaser of the Ticket. The form of refund will be the same as the form of payment used for the Ticket. The refund will be based on the total value of the Ticket; or,

3. Reroute the Traveller to the Destination named on the Ticket, or applicable portion thereof, on another air carrier's transportation services, , within a reasonable amount of time. If the Fare for the revised routing is higher than the Fare paid by the Traveller, the Carrier will require no additional payment from the Traveller. If the Fare for the revised routing is less expensive, a refund will be made for the difference in Fare. The refund will be made to the purchaser of the Ticket. The form of refund will be the same as the form of payment used for the Ticket. The refund will be based on the total value of the Ticket or,
4. If the Traveller chooses to no longer travel as the denied boarding results in the loss of purpose of travel or if the Carrier is unable to perform the options stated in (1), (2) or (3) above within a reasonable amount of time, the Carrier will transport the Traveller to the point of Origin named on the Ticket and refund the full amount of the Ticket, irrespective if travel has commenced, or subject to Traveller's agreement, offer a travel voucher for future travel in the same amount;
5. Otherwise, should the alternate transportation proposed by the Carrier not meet the Traveller's satisfaction, the Carrier will offer a refund equal to the Fare and charge paid. The refund will be made to the purchaser of the Ticket(s). The form of refund will be the same form used as payment of the Ticket(s). The refund will be based on the total value of the Ticket(s).

In addition to the above, the Carrier will always consider the needs of the Traveller on a case by case basis and take into account all known circumstances to avoid or mitigate the damages caused by the schedule irregularity within the Carrier's control.

(E) Compensation for Travellers Involuntarily Denied Boarding

In addition to providing transportation, the following will apply to a Traveller who is involuntarily denied boarding:

1. Conditions of Payment

- a. The Traveller holding a confirmed and Ticketed Reservation must present him/herself for carriage in accordance with this Tariff: having complied fully with the Carrier's applicable Reservation, Ticketing, check-in and boarding requirements within the time limits; and,
- b. The Carrier must not have been able to accommodate the Traveller on the Flight on which he or she held confirmed and Ticketed Reservations and the Flight departed without the Traveller.

2. A Traveller will not be Eligible for Compensation under the Following Conditions:

- a. When the Traveller checks-in after the Carrier's check-in Cut-Off Time (see Rule 40 above) or presents him/herself at the Boarding Area after the Carrier's Boarding Cut-Off Time he/she will not receive denied boarding compensation and will have his/her Reservations cancelled.
- b. When a Flight on which the Traveller holds confirmed and Ticketed Reservations is cancelled.
- c. When space on a Flight has been requisitioned by a government or by medical authorities for emergency transportation.
- d. If, for operational and safety reasons, beyond the Carrier's control, the aircraft has been substituted with one having lesser capacity and the Carrier took all reasonable measures to avoid the substitution or that it was impossible for the Carrier to take such measures.

3. Amount of Compensation for Involuntary Denied Boarding

The Carrier will provide compensation in the following amounts to Travellers who are involuntary denied boarding. Regardless of the Fare paid, Travellers are entitled to a monetary compensation as follows:

- a. no compensation if the Carrier offers alternate transportation that is planned to arrive at the Traveller's Destination or first stopover not later than one hour after the planned arrival time of the Traveller's Original Flight;
- b. 200% of the total price paid by the Traveller for the Original Flight, to a maximum of \$675, if the Carrier offers alternate transportation that

is planned to arrive at the Traveller's Destination or first stopover more than one hour but less than two hours after the planned arrival time of the Traveller's Original Flight; and

- c. 400% of the total price paid by the Traveller for the Original Flight, to a maximum of \$1,350, if the Carrier does not offer alternate transportation that is planned to arrive at the airport of the Traveller's Destination or first stopover less than two hours after the planned arrival time of the Traveller's Original Flight.

Total price paid means the total of the air transportation charges and third party charges that must be paid to obtain the service.

All amounts will be tendered in cash/bank draft.

Or,

Three times the amount of cash in the form of Swoop Credit. The following restrictions will apply:

- a. Carrier must inform Travellers of the amount of cash compensation that would be due, and that the Traveller may decline travel vouchers, and receive cash or equivalent;
- b. Carrier must fully disclose all material restrictions before the Traveller decides to give up the cash or equivalent payment in exchange for a travel voucher;
- c. Carrier must obtain the signed agreement of the Traveller, confirming that the Traveller was provided with the aforementioned information, prior to providing travel vouchers in lieu of compensation;
- d. The amount of the travel voucher must be not less than 300 percent of the amount of cash compensation that would be due; and
- e. Travellers are entitled to exchange the travel vouchers for cash at the rate of \$1 in cash being equivalent to \$3 in travel vouchers within one (1) month.

It is the Traveller's option to choose which form of compensation they wish to receive.

4. Right to Care

In addition, a Traveller who is involuntarily denied boarding will be offered the following free of charge:

- a. A meal voucher, if the transportation acceptable to the Traveller departs more than four (4) hours after the Original departure time of the Flight on which the Traveller was denied boarding.
- b. An overnight hotel stay and airport transfers, if the transportation acceptable to the Traveller departs more than eight (8) hours after the Original departure time of the Flight on which the Traveller was denied boarding and involves an overnight stay, provided the Traveller's travel did not start at that airport.
- c. A telephone call, e-mail or fax message to the Destination point of travel.

5. Time of Offer of Compensation

- a. Once compensation has been offered, and if accepted, the Traveller will sign an acknowledgment of offer on the day and at the place where the denied boarding occurred.
- b. In the event the alternate transportation departs before the acknowledgement of offer can be signed, the offer will be sent by mail or by other means within 24 hours after the time the denied boarding occurs. The Traveller will, in turn, sign this acknowledgment and return it by mail to the Carrier.

Rule 105: Refusal to Transport

(A) Refusal to Transport – Removal of Traveller

The Carrier will refuse to transport, or will remove any Traveller at any point for any of the following reasons:

1. Whenever it is necessary or advisable to:
 - a. comply with any government regulation;

- b. comply with any government request for emergency transportation;
or,
 - c. address Events of Force Majeure;
2. When the Traveller refuses to permit a search of his person or property for explosives or for concealed, prohibited, deadly or dangerous weapon(s) or article(s); or
 3. When the Traveller refuses a request to produce government-issued identification to demonstrate proof of identity.

Note: The Carrier is obliged to screen each Traveller by looking at the Traveller, and in particular the Traveller's entire face, to determine if they appear to be 18 years of age or older.

The Carrier is also required to screen each Traveller who appears to be 18 years of age or older by comparing the Traveller, and in particular the Traveller's entire face, against one piece of government-issued photo identification that shows the Traveller's name, date of birth and gender; or two pieces (without photo) of government-issued identification at least one of which shows the Traveller's name, date of birth and gender.

4. Failure to Comply with Carrier's Rules and Regulations
When the Traveller fails or refuses to comply with rules and regulations of the Carrier as stated in this Tariff.
5. Traveller's Condition
 - a. When the Traveller's actions or inactions prove to the Carrier that his/her mental, cognitive, or physical condition is such as to render him/her incapable of caring for himself/herself without assistance or medical treatment en route unless:
 - i. the Traveller is accompanied by an Attendant who will be responsible for assisting with the Traveller's needs en route such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the Carrier; and,
 - ii. the Traveller complies with requirements of Rule(s) 70 or 71,

Carriage of Persons with Disabilities.

Exception: (for transportation to/from and within Canada) the Carrier will accept the determination of a Traveller with a disability as to self-reliance as per Rule(s) 70 or 71, Carriage of Persons with Disabilities.

Note: If the Traveller is accompanied by an attendant and the Traveller is refused transport, then the attendant will also be refused transport and the two will be removed from the aircraft together.

- b. When the Traveller has a contagious disease.
- c. When the Traveller has an offensive odour.
- d. Medical clearance: When the Carrier determines, in good faith and using its reasonable discretion, that a Traveller's medical or physical condition involves an unusual hazard or risk to their self or other persons (including, in the case of expectant mothers, unborn children) or property. The Carrier can require the Traveller to provide a medical certificate that then may be assessed by the Carrier's own medical officer as a condition of the Traveller's acceptance for subsequent travel. The Carrier may refuse transportation to the person posing such hazard or risk.
- e. The carrier will refuse transport to a passenger that presents a biohazard risk to Carrier employees and / or Travellers due to emesis (vomit), urine, feces, or other bodily fluids.

Note: Pregnant Travellers:

- i. An expectant mother with a complication-free pregnancy can travel on the Carrier's Flights up to the 36th week of her pregnancy or up to four weeks before her expected due date.

6. Failure to Provide a Suitable Escort

When the Traveller requires an escort due to a mental health condition and under care of a psychiatric institution or in the custody of law enforcement personnel or other responsible authority and the necessary arrangements have not been made with the Carrier in advanced of the departure of the Flight, the Traveller will be denied boarding.

However, the Carrier will accept escorted Travellers under the following conditions when the Traveller has a mental health condition and is under care of a psychiatric institution or in custody of law enforcement personnel or other responsible authority:

- a. Medical authority furnishes assurance, in writing, that an escorted person with a mental health condition can be transported safely.
- b. Request for carriage is made at least 48 hours before scheduled departure.
- c. The escort must accompany the escorted Traveller at all times.

7. Traveller's Conduct – Refusal to Transport – Prohibited Conduct and Sanctions

(B) Prohibited Conduct and Sanctions

1. Prohibited Conduct

Without limiting the generality of the preceding provisions, the following constitutes prohibited conduct where it may be necessary, in the reasonable discretion of the Carrier, to take action to ensure the physical comfort or safety of the person, other Travellers (in the future and present) and/or the Carrier's employees; the safety of the aircraft; the unhindered performance of the Air Crew members in their duty onboard the aircraft; or safe and adequate Flight operations:

- a. The person, in the reasonable judgment of the Carrier, is under the influence of alcohol or drugs (except a patient under medical care).
- b. The person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent or otherwise disorderly, and, in the reasonable judgment of the Carrier, there is a possibility that the person would cause disruption or serious impairment to the physical comfort or safety of other Travellers or Carrier's employees, interfere with an Air Crew member in the performance of his/her duties, or otherwise jeopardize safe and adequate Flight operations.

- c. The person's conduct involves any hazard or risk to their self or other persons or to property.
- d. The person fails to observe the instructions of the aircraft crew, including instructions to stop any prohibited conduct.
- e. The person is unable or unwilling to sit in his/her assigned seat with the seat belt fastened.
- f. The person smokes or attempts to smoke in the aircraft.
- g. The person uses or continues to use a cellular phone, a laptop computer or another electronic device onboard the aircraft after being advised to stop such use by a member of the Air Crew.
- h. The person is filming, photographing, or recording images, by any electronic means, of other Travellers and/or Cabin Crew or Flight Crew without the express consent of the person(s) being filmed, photographed or recorded, or continuing to film, photograph, or record the image of other Travellers and/or Cabin/Flight Crew after being advised to cease such conduct by a member of the Cabin/Flight Crew.
- i. The person is barefoot.
- j. The person is inappropriately dressed.
- k. The person has a prohibited article or concealed or unconcealed weapon(s).
- l. The person has resisted or may reasonably be believed to be capable of resisting escorts.

2. Carrier Response to Prohibited Conduct

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

- a. Removal of the Traveller at any point.
- b. Probation: At any time, the Carrier may stipulate that the Traveller is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the Carrier to provide transport to

the Traveller. Such probationary conditions may be imposed for any length of time which, in the exercise of the Carrier's reasonable discretion, is necessary to ensure the Traveller continues to avoid prohibited conduct.

- c. Refusal to Transport the Traveller: The length of this refusal to transport may range from a one-time refusal to a longer period determined at the reasonable discretion of the Carrier in light of the circumstances. Such refusal will be for a period appropriate to the nature of the prohibited conduct and until the Carrier is satisfied that the Traveller no longer constitutes a threat to the safety of other Travellers, Air Crew or the aircraft or to the comfort of other Travellers or Air Crew; the unhindered performance of the Air Crew members in their duty onboard the aircraft; or safe and adequate Flight operations.
- d. The following conduct will automatically result in a refusal to transport, up to a possible lifetime ban:
 - i. The person continues to interfere with the performance of a Air Crew member's duties despite verbal warnings by the Air Crew to stop such behaviour.
 - ii. The person injures an Air Crew member or other Traveller or subjects an Air Crew member or other Traveller to a credible threat of injury.
 - iii. The person displays conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs.
 - iv. The person repeats a prohibited conduct after receiving a notice of probation as mentioned in 2 above.

These remedies are without prejudice to the Carrier's other rights and recourses, namely to seek recovery of any damage resulting from the prohibited conduct or as otherwise provided in the Carrier's Tariffs, including recourses provided in the Carrier's frequent flyer program or the filing of criminal or statutory charges.

(C) Recourse of the Traveller/Limitation of Liability

1. The Carrier's liability in case of refusal to carry a Traveller for a specific Flight or removal of a Traveller en route for any reason specified in the foregoing paragraphs will be limited to the recovery of the refund value of the unused portion of the Traveller's Ticket in accordance with Rule 125(B), Involuntary Refunds.
2. A person who is refused carriage for a period of time, up to a lifetime ban, or to whom a probation notice is served may provide to the Carrier, in writing, the reasons why he/she believes they no longer poses a threat to the safety or comfort of Travellers or Air Crew, or to the safety of the aircraft. Such document may be sent to the address provided in the refusal to carry notice or the notice of probation.
3. The Carrier will respond to the Traveller within a reasonable period of time providing Carrier's assessment as to whether it remains necessary to continue the ban or maintain the probation period.

Rule 110: Traveller Expenses En Route

(A) General

1. Except as stated in paragraph 2 below, the Fare paid for a Ticket does not include the cost of any expenses the Traveller may incur en route.
2. The Carrier will reimburse reasonable Traveller expenses en route which may include hotel accommodations, charges for communications, ground transfer services or meals other than those served onboard an aircraft when the Traveller's Flight is delayed, or when the Traveller is not able to immediately travel on a connecting Flight at a transfer point.

Rule 115: Tickets

(A) General

1. A Ticket will not be issued and the Carrier will not carry the Traveller unless the Traveller has paid the applicable Fare.
2. Before boarding, the Traveller must present the Carrier with proof that

he/she has been issued a valid Ticket for the Flight. Such proof must be in the form of an Itinerary/Receipt, a record locator or Reservation number, or Boarding Pass and the Traveller must provide the Carrier with positive identification to be entitled to transportation. The Ticket will give the Traveller the right to transportation only between the points of Origin and Destination, and on the dates, times and via the routing shown on the Ticket.

3. The Ticket remains at all times the property of the Carrier which issued the Ticket.
4. The Carrier does not permit the Traveller to hold more than one confirmed Reservation/Ticket on the same departure Flight/Origin and Destination for the same travel date.

(B) Validity for Carriage

1. General: When validated, the Ticket is good for carriage from the airport of departure to the airport of Destination via the route shown on the Ticket, for the applicable Fare Type and is valid for the applicable period of time. The Traveller will be accepted for carriage on the date and Flight segments for which a seat has been reserved. The Carrier's agreement to accept a Reservation request is subject to the availability of space. The place and date of issue are then indicated on the Ticket.

(C) Non-transferability

A Ticket is not transferable.

Note: The Carrier will not be liable to the person named on the Ticket if the Ticket is either presented for transportation or for a refund by another person. The Carrier will refuse transportation to any person other than the person named on the Ticket.

(D) Invalidated Tickets

If the Traveller attempts to circumvent any term or condition of sale or travel, this will cause the Traveller's Ticket to be invalid and the Carrier will have the

right to:

- Cancel any remaining portion of the Traveller's itinerary; and
- Refuse to board the Traveller or check the Traveller's Baggage.

Part IV – After Travel

Rule 120: Limitations of Liability

The Carrier shall in no way be liable to any Traveller, Air Crew, employee or other person for any special, indirect or consequential damages in respect of the Carrier's Traveller Liability.

Notwithstanding anything to the contrary contained in this Tariff, the Carrier shall not be liable to any Traveller, Air Crew, employee or other person for damages sustained by the Traveller, Air Crew, employee or other person due to the negligence, acts or omissions of that Traveller, Air Crew, employee or other person or the negligence, acts or omissions of any other person, including any other air carrier, shipper, consignee or owner, their agents, representatives or employees, as applicable.

The Carrier is not liable for any damages directly and solely arising out of its compliance with any laws, government regulations, orders, or requirements or from the failure of the Traveller to comply with same or out of any cause beyond the Carrier's control.

(B) Laws and Provisions Applicable

1. Liability in the case of death or bodily injury of a Traveller

1. In no cases shall the Carrier's liability exceed the actual loss suffered by the Traveller. All claims are subject to proof of amount of loss.

2. The Carrier is not liable:

- a. In the case of any Traveller whose age or mental or physical condition, including pregnancy, presents a risk or hazard, for any damages sustained by that Traveller that would not have been sustained but for his/her age or mental or physical condition; or
- b. In the case of a pregnant Traveller, for any damages in respect of the unborn child of that Traveller.

2. Liability in the case of destruction or loss of, damage to, or delay of Checked and Unchecked Baggage

Delay: If the Baggage does not arrive on the same Flight as the Traveller, the Carrier will:

- a. refund any Baggage fee paid for the carriage of any lost item; and
- b. deliver located delayed Baggage to the Traveller at their residence/hotel once it arrives.

Damage: If the Baggage is damaged:

- a. Traveller must make a claim to the Carrier at the latest, within seven (7) days from the Traveller's receipt of Baggage. The Traveller forfeits his or her right to obtain any payment or compensation under this Rule if he or she fails to make a claim by this date.
- b. If subparagraph (a) is met, the Carrier will pay the amount of the Carrier's liability for the value of the delayed Baggage up to 1,131 SDR (the "basic carrier liability"). The rate for converting special drawing rights into Canadian dollars shall be the rate prevailing on the date on which the amount of any damage to be paid by the Carrier is ascertained by a court or, in the event a settlement is agreed between Carrier and claimant, on the date settlement is agreed.
- c. In no case shall the Carrier's liability exceed the actual loss suffered by the Traveller. All claims are subject to proof of amount of loss.

Partial Loss: In the case of partial loss:

- a. Traveller must make a claim to the Carrier at the latest, within

twenty-one (21) days from the Traveller's receipt of Baggage. The Traveller forfeits his or her right to obtain any payment or compensation under this Rule if he or she fails to make a claim by this date.

- b. If subparagraph (a) is met, the Carrier will pay the amount of the Carrier's liability for the value of the delayed Baggage up to 1,131 SDR (the "basic carrier liability"). The rate for converting special drawing rights into Canadian dollars shall be the rate prevailing on the date on which the amount of any damage to be paid by the Carrier is ascertained by a court or, in the event a settlement is agreed between Carrier and claimant, on the date settlement is agreed.
- c. In no case shall the Carrier's liability exceed the actual loss suffered by the Traveller. All claims are subject to proof of amount of loss.

Loss: If the Baggage does not arrive within 21 days of the same Flight as the Traveller (the "Loss Date"), the Baggage will be determined as lost baggage. In such case:

- a. Traveller must make a claim to the Carrier at the latest, within seven (7) days from the Loss Date. The Traveller forfeits his or her right to obtain any payment or compensation under this Rule if he or she fails to make a claim by this date.
If subparagraph (a) is met, the Carrier will pay the amount of the Carrier's liability for the value of the delayed Baggage up to 1,131 SDR (the "basic carrier liability").
- b. The rate for converting special drawing rights into Canadian dollars shall be the rate prevailing on the date on which the amount of any damage to be paid by the Carrier is ascertained by a court or, in the event a settlement is agreed between Carrier and claimant, on the date settlement is agreed.
- c. In no case shall the Carrier's liability exceed the actual loss suffered by the Traveller. All claims are subject to proof of amount of loss.

Limit of Liability:

- a. If the Carrier proves that the damage was caused or contributed to by

the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the Carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

- b. In any event, the Carrier shall not have any Liability under this Tariff for any loss or claim where Traveller has made a misrepresentation regarding proof of amount of loss or the circumstances regarding submission of proof of amount of loss.
- c. The Carrier is not liable for destruction, loss, damage or delay of Unchecked Baggage arising out of or in connection with carriage or other supplementary services to carriage performed by the Carrier, unless such damage is caused by the negligence of the Carrier. Assistance offered to the Traveller by the Carrier's employees in loading, unloading or transferring Unchecked Baggage shall be considered as complimentary service to the Traveller. The Carrier is not liable for damage to such Unchecked Baggage incurred during, or, as a result of this service, unless such damage is caused by the negligence of the Carrier's employees.
- d. The Carrier is liable for the damage sustained in case of destruction or loss of, or damage to, Checked Baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the Checked Baggage was in the charge of the Carrier. However, the Carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the Baggage.
- e. The Carrier is not liable for damage to the Traveller's Baggage caused by contents of the Traveller's Baggage. Any Traveller whose property causes damage to another Traveller's Baggage or to the property of the Carrier will compensate the Carrier for all losses and expenses it incurs as a result.
- f. When the Carrier has exercised reasonable care and attention to the handling and treatment of perishable items or fragile articles, it shall not be liable for spoilage resulting from the delay in delivery of any perishable items described in Rule 55, Baggage Acceptance, nor for

the damage to, or damage caused by, fragile articles described in Rule 55, Baggage Acceptance, which are unsuitably packed.

- g. The Carrier may refuse to accept any articles that do not constitute Baggage as this term is defined in Rule 55(A), but if these articles are delivered to and accepted by the Carrier they will be considered to be within the value of the Baggage and the Carrier's limit of liability.

3. Mobility aids

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

In the event that a mobility aid is lost or damaged:

- a. The Carrier will immediately provide a suitable temporary replacement without charge;
- b. If a damaged aid can be repaired, in addition to (a) above, the air Carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the Traveller as soon as possible;
- c. If a damaged aid cannot be repaired or is lost and cannot be located, the Carrier will in addition to (a) above, replace it with an identical aid satisfactory to the Traveller, or reimburse the Traveller for the replacement cost of the aid.

4. Service dogs

Should injury or death of a Service dog result from the fault or negligence of the Carrier, the Carrier will undertake to provide, expeditiously and at its own expense, medical care for or replacement of the service dog.

(C) General Limitations of Liability

1. Liability of the Carrier for damage will be limited to events on its own line, except in the case of Checked Baggage, with respect to successive carriage (when applicable), in which case, the Traveller also has a right of action against the first or last Carrier involved in the transportation (as applicable).
2. Any exclusion or limitation of liability of the Carrier under this Tariff or under the Traveller's Ticket will apply to agents, servants or representatives of the Carrier who were performing services in furtherance of the contract of carriage and also to any person whose aircraft is used by the Carrier and its agents, servants or representatives who are performing services in furtherance of the contract of carriage.

Unless stated to the contrary herein, and to the extent permitted by law, the Carrier's Traveller Liability in respect of the provision of any Flight, howsoever caused, including negligence of the Carrier, shall not exceed the limits set out herein. In respect of an Event of Force Majeure, the Carrier shall have no liability to a Traveller or other person affected thereby.

(D) Time Limitations on Claims and Actions

1. In the case of claims related to Baggage, please see Rule 120(B)(2)
2. Any claim against a Carrier will be extinguished unless an action is brought within two years reckoned from the date of arrival at the Destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

No action may be maintained by any Traveller or other person on account of the Carrier's Traveller Liability under this Tariff, unless the action is commenced within one (1) year of the occurrence of the event giving rise to the Carrier's Traveller Liability;

(E) Overriding Law

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 of full force and effect.

(F) Modification and Waiver

No agent, servant or representative of the Carrier has the authority to alter, modify, or waive any provisions of this Tariff.

(G) Gratuitous Transportation

All Travellers who are transported gratuitously by the Carrier will be governed by all the provisions of this rule and by all other applicable rules of this Tariff.

Rule 125: Refunds

(A) General

1. The Traveller must present to the Carrier or its authorized agent, an Itinerary/Receipt, a record locator, or a Reservation number as satisfactory proof that the Traveller has unused portions of a Ticket which are eligible for refund.
2. The Carrier will make a refund to the person who purchased the Ticket.
3. Acceptance of a refund by the Traveller will release the Carrier from further liability.
4. In any instance where refunds are appropriate, the Carrier will process requests in a timely manner and refund the Fare in the Original form of payment or a Swoop Credit.

(B) Involuntary Refunds

1. Involuntary refunds are not subject to any restrictions contained in the applicable Fare rule, except as otherwise set out herein (including without limitation pursuant to Rule 105(C)).
2. The amount of the involuntary refund will be as follows:

- a. If, no portion of a Ticket has been used, the amount of refund will be equal to the Fare and charges paid; or
- b. If, a portion of the Ticket has been used, the amount refunded to the purchaser will be the difference between the Fare paid and the Fare for transportation actually used or to be used.

(C) Voluntary Refunds

1. Voluntary refunds will be based on the applicable Fare at the time of Ticket issuance, and the refund will be made in accordance with any restrictions contained in the applicable Fare rule.
2. Voluntary refunds will be made only by the Carrier which originally issued the Ticket or its authorized agent.
3. If no portion of a Ticket has been used, the refund will be the full amount of the Fare paid less the cancellation fee and any applicable service charge(s).
4. If a portion of the Ticket has been used, the refund will be an amount equal to the difference between the Fare paid and the applicable Fare for travel between the points for which the Ticket has been used, less any cancellation fee and any applicable service charge(s).
5. Voluntary refund of Tickets shall be made in the currency used to issue the Ticket and in the country where the Ticket was purchased, whenever possible. However, Canadian dollar refunds or refunds in the currency of the country where the voluntary refund is requested may be made at the request of the Traveller provided a refund in such currency is not prohibited by local government foreign exchange control regulations.
6. Non-refundable Tickets can be exchanged for a future Ticket for up to one year from the Ticket issue date as long as the Reservation is cancelled on or before the first travel date on the Ticket.

SCHEDULE "A"

PRIVACY POLICY

Legal stuff: privacy policy

Effective date: April 1, 2017

At Swoop we are committed to respecting your privacy. This policy describes how we collect, use and disclose personal information concerning our Travellers and other individuals. We reserve the right to update or modify this policy at any time without prior notice by posting an updated version on this website. To alert you of a change, we will update the effective date of this Privacy Policy.

Who is Swoop?

For the purposes of this privacy policy, "Swoop" means Swoop Inc.

What is personal information?

Personal information is information about an identifiable individual. Your personal information includes your full name, address, telephone number, date of birth, email address, opinions, preferences, usage of Swoop's websites, and any other information that is connected to you, identifies who you are or would allow someone to contact you.

Consent

It is our policy to only collect, use and disclose personal information about you with your knowledge and consent, unless otherwise required or allowed by law. Prior to collecting personal information, it is our policy to identify the purposes for doing so and to limit the collection, use and disclosure of personal information to those purposes.

Generally, we will only collect personal information from you, and use it and disclose it with your consent or from someone on your behalf. There will be occasions where we will either contact you with offers and travel services that we feel will be of interest to you and rely on your consent (implied or express) while also providing an opt-out mechanism for such contact. We will use implied consent only in circumstances where the personal information in question is not

sensitive, where the purposes and circumstances are limited and well-defined and where you are given an opportunity to opt-out or withdraw your consent then or at any time by contacting us.

If we identify a new purpose for using or disclosing your personal information, unless otherwise required by law, depending upon the sensitivity of the use or disclosure of the personal information, we will update this policy and/or contact you to obtain your consent for the new use or disclosure and we may use your contact information, including your email address, to do so.

Collection of personal information

Personal information is collected by Swoop when you provide it to us, or when a third party, such as a travel agent, family member or other party books a ticket on your behalf, when a third party, such as a rewards program or a credit card services provider provides personal information to Swoop, or when certain technologies we employ on our websites or web-based applications are able to provide Swoop with information related to your interaction with various websites and other technologies. If you would like to fly with us, book a hotel or car, join a mailing list, apply for a job, participate in a program or enter a contest that may be offered by Swoop from time to time, you will be asked for personal information as described in this policy or as stated to you at the time of collection. Personal information may be collected by us through our call centre, by interaction with our or other websites, web based applications, from you in person, from a travel agent or other party obtaining travel services for you on your behalf, or from a third party otherwise providing information about you on your behalf or for your benefit.

We also use various computer or web-based technologies to collect and store information when you visit a Swoop site including but not limited to e-cookies, pixels and other web beacons as outlined later in this policy. It is our policy to collect personal information about you directly from you where possible or reasonable to do so. However, there are circumstances where personal

information about you will be collected from a third party on your behalf.

Use of personal information

Booking a flight

When you book a flight with us, or when someone books a flight with us on your behalf, we will ask for your gender, name, address, email address, phone number, and information related to your form of payment. We collect this information in order to process your request for travel services or to process refunds. We need your gender to determine the weight and balance of our aircraft and to assist us in identifying you for legal and security purposes. We may also use your personal information to contact you about your flight, flight booking or about anything that affects or may affect your flight booking or your flight, and to notify you that a credit that you have with Swoop has been created or an existing credit is going to expire. Additionally, we may leave an automated flight status message on any phone number you provide in the event of a change or cancellation of your reserved flight.

Adequate personal identification documents, including photographic likenesses, will generally be required in order to permit you to board an aircraft or access other services. This information is collected for security, legal and identification purposes and is generally returned to you immediately and not retained without your consent.

Following your flight, Swoop may also use your personal information to contact you about travel services, your travel patterns and your experiences when flying with us in the form of a survey. You can opt out of this program at any time.

Requirements of government authorities

Because of the nature of the airline industry, and concerns with respect to safety and security, there may be situations in which Swoop is required or requested by legal authorities to collect, use or disclose personal information

about you, particularly when you are traveling with us, without your knowledge or consent. Information that we are required to collect by any Canadian, U.S. or international government authorities, depending on your boarding location and destination, may include, as required by such authorities, your full name, date of birth, citizenship, gender, passport number and country of issuance, immigration visa number, permanent resident card number, the means by which you paid for your flight, details as to how it was booked, and any other personal information collected by us as set out in this policy or as required by such government authority. Please be advised that Swoop may disclose this personal information to authorities when required or requested in conjunction with the identification of lawful authority.

In certain circumstances where we believe unlawful or criminal activity is being committed to, on or against Swoop Travellers, people or property, we may disclose your personal information to appropriate government authorities or other non-governmental entities in order to allow them to properly investigate the matter.

Cross-border information

Because Swoop flies across international borders, personal information may be made available to government authorities in Canada and the United States, as well as any other international destination, as required by law.

In addition, Swoop uses third party providers of information technology, data processing, reservation services, data storage services and other services like providing you with a personal uniform resource locator (PURL). Swoop protects personal information disclosed to such third party service providers by contractual obligations of confidentiality and non-disclosure. Personal information, including medical information covered by this Policy, may be processed or stored outside of Canada, and such personal information may therefore be or become accessible to government authorities and agencies in other jurisdictions pursuant to lawful authority made under the laws of those

jurisdictions.

Special needs

Subject to certain restrictions and the Swoop Booking Terms and Conditions, Tariffs and Conditions of Carriage, services are offered to persons with special needs. A special need includes situations in which an individual may require an attendant or other specific requirements to accommodate a disability. A special need also includes individuals who, for medical reasons, require a special arrangement in order to travel.

In order to properly serve persons with special needs, to assure the health and safety of all concerned, and to ensure that an individual qualifies for any special arrangement Swoop may offer, Swoop may require additional personal information, including relevant medical information and information on particular requirements, such as whether a wheelchair, oxygen supply or other special equipment are required, information on connecting flights or connections, as well as additional contact information in the event of an emergency. In situations where an individual requires that they be accompanied by another individual, Swoop will require personal information from that individual as a passenger on the basis set out in this Policy.

Corporate and other third party bookings

If a third party, including a family member or friend, or your employer or another party, has made or will be making a booking on your behalf, that party will provide us with the same personal information that we would otherwise collect from you directly in order to book a flight or other travel services. Unless and until we are advised otherwise, we will consider such third party to have your authority to provide us with your personal information to be used and disclosed pursuant to this privacy policy. Collection, use and disclosure of your personal information by a third party will be subject to your dealings with them and any applicable privacy policy and practices they may have.

Certain employers and other parties may be granted access to online information from Swoop with respect to your booking where your employer or other party has made that booking on your behalf. Such access is governed by our [Terms of Use](#). Such other party, including any others to whom it grants permission, will be able to gain access to personal information concerning all individuals for whom they have made bookings.

Swoop Rewards and mailing lists

Our Swoop Rewards account option allows you to provide us with your personal information for your convenience in booking and managing your travel with us, should you choose to sign up. An account is also required in order to be issued or use a Swoop flight or travel credit.

When you sign in, our systems will automatically complete the fields when booking a flight, using your account information to fill in fields for your convenience, and after that the information is used and disclosed for the same purposes as if you had filled in the fields manually yourself. We strive to continuously improve the function of the fields available, but unless we advise you otherwise, any improvement in or addition to the fields will be subject to the same policies as set out in this policy. If you wish, you can remove your information from your account at any time, following which you will still be able to purchase services from us through our website, but you will have to fill in all the fields manually.

For certain opt-in services, Swoop may, with your consent, collect profile information about you (e.g. hotel and car preferences, etc), as well as demographic information (e.g. date of birth, etc). This information will be used to communicate specific information to you based on the profile and demographic information you provide.

If you would like to:

1. Be informed of seat sales and other Swoop promotional offers; or

2. Be informed of special offers from our partners from time to time; then you must first set up an account and check the applicable option or options, following which we will use your account to communicate with you via electronic communication as you have requested. You may withdraw your consent to any of the foregoing options at any time.

Traveller Feedback

By submitting your comments on Swoop's feedback section of its website, you agree that Swoop may use your comments for internal purposes such as, training or employee acknowledgment and recognition, and that Swoop may publish your comments on its Intranet or in other internal documents.

Promotional contests

Swoop may offer various promotions from time to time. When you enter a promotional contest, we ask for your name, date of birth, address (email and/or residential), social media handle and/or phone number so that we may communicate with you in the event you are a winner and so that we may verify that you are of sufficient age to participate or that you meet other eligibility requirements stated in any specific contest rules. Other information related to the promotion or contest may be requested if required by law.

Employment opportunities

Swoop offers employment opportunities in various locations, including over its website and others. If you would like to apply for a job at Swoop, you will be asked to provide your name, telephone number, address, email address, and other information concerning your application such as employment history, references and education. By submitting your application, you are consenting to the collection, use, disclosure and retention of your personal information for purposes of assessing your suitability for current and future employment opportunities at Swoop. In addition, you consent to the release of your personal

information to our third party service providers for the purposes of pre-employment screening which may include a criminal background check and reference verification. If you are a successful candidate, this information will be retained by Swoop as long as reasonably required for purposes of managing your employment relationship or as otherwise required by law.

Cookies and other technology

A cookie is a small amount of data, often including a unique identifier, that is sent to your browser from a website's computer and stored on your computer's hard drive. We use "cookies" to collect and compile data. Cookies track the movements and interactions of visitors on our websites and allow us to collect information about visitor website usage patterns to better understand and meet their requirements with improved design, content, display of relevant features, and to provide you with various advertising services. Cookies also allow our websites to recognize your computer or device the next time you visit in order to provide a custom experience including remembering your choice of language, exposing you to certain website pages, and auto-filling certain forms based on your previous visit. This also allows us to automatically fill in certain fields as mentioned above in Swoop Rewards Account and Mailing Lists.

Swoop uses third-party advertising technology to serve ads when you visit our website and certain sites on which we advertise, using information from your visits to our website and those other sites to serve ads which are tailored to you. In the course of serving ads to you, a unique third-party cookie may be placed or recognized by your browser. In addition, we use pixels or transparent GIF files, often referred to as "web beacons", to help manage and optimize our online advertising. These are provided by external entities like Google, Facebook, and other social media companies, and enable our ad servers to recognize a browser's cookie when a browser visits our website and to learn which banner ads bring users to our website. The technology may also allow other service providers to receive information from our website related to our

online advertising. With both cookies and web beacons, the information that we collect and share does not contain your name, address, telephone number, or email address.

Google and other similar providers are subject to contractual restrictions with respect to personal information to protect your privacy. For more information about Google specifically, including information about how to opt-out of these technologies, go to https://static.googleusercontent.com/media/www.google.com/en/intl/en/policies/privacy/google_privacy_policy_en.pdf.

Additionally, you can opt out of Swoop's behavioural online advertising. To opt out of online behavioural advertising using AdChoices, click on the AdChoices Icon in a banner ad. To opt out of online behavioural advertising on Facebook, click the or on the top right corner of a Facebook ad and select 'Why am I seeing this?'

Disclosure of personal information

Swoop discloses your personal information to third parties as required to process your request for travel services, including flights, hotel and car bookings, to provide services to you, display relevant advertising, as required by applicable law, or as otherwise set out in this policy.

Swoop is continuously seeking ways in which to better serve you. Swoop may therefore also disclose personal information concerning you to other organizations that may have affiliated programs to Swoop or other offers of interest to you to allow them to contact you, but Swoop will do so only with your consent, which you may withdraw at any time.

Personal information provided by you or on your behalf to book flights or other travel services will generally not be provided to anyone, including a spouse, family member, friend or coworker, without your consent, or as required by law, or as otherwise provided in this privacy policy. To protect your privacy rights

and personal information, and for security and legal purposes, we therefore generally cannot disclose your personal information to any individual contacting us and claiming either to be a spouse, family member, friend, coworker or otherwise entitled to your personal information, or claiming to have your consent for us to do so, unless and until we have verified with you that you do in fact consent to our disclosure of your personal information to such specified individual. The exceptions to this are:

We will disclose your personal information on a reasonable basis to an individual who has booked your current flight or other travel service where that individual has adequately identified themselves. We will consider that, since they previously had your consent, express or implied, to deal with us, your consent continues. Please see Corporate and Other Third Party Bookings. We may also, with your consent, exchange your personal information, including medical information, with third party medical personnel in situations where you, or someone on your behalf, has requested special arrangements related to medical conditions or status. Please see Special Needs.

Where an individual contacts us and provides us with your full name and reservation code giving us reasonable grounds to conclude they are contacting us with your consent, express or implied, we will disclose flight information to that individual for the purposes of permitting that individual to meet your flight or be aware of delays, and other similar information. Flight information is limited to flight number, flight timing information, confirmation that you have or have not boarded a flight, and the departure and arrival locations of your journey with us. Flight information is provided as a service and convenience to you to permit meeting your flight and being aware of any delays or flights that are early. We will not provide other personal information such as home address or contact information to other individuals in these circumstances without your express consent. If you do not wish individuals to be able to obtain flight information from us, you should not share your reservation code with them. Likewise, your boarding pass contains personal information, and should be

handled and disposed of in the same manner as any other personal information you may have in your possession. Otherwise, we will conclude that, where an individual has your reservation code, you have given your consent to their contacting us for your flight information. A reservation code refers to the confirmation number assigned by Swoop to you for a specific flight.

Partners and related service suppliers

Swoop may provide you with the opportunity to access products and services from third parties. Those third parties may collect, use and disclose personal information from you or about you in order to provide their products or services to you. The collection, use and disclosure of personal information by those third parties will be governed by their privacy policies and any consent you provide and, unless we advise you otherwise, Swoop has no access to or control over your personal information collected from you by those third parties.

Requirements of government authorities

As mentioned above, we are required to collect personal information by government authorities in the U.S., Canada and other countries, and that information may be disclosed to those authorities without your knowledge or consent as required by law. It is the policy of Swoop to only collect and disclose what is required by law, and nothing further.

Security

Swoop has in place sophisticated security measures and procedures to ensure that your personal information is protected from misuse and from unauthorized access.

However, no data transmission over the Internet can be guaranteed to be 100% secure. We cannot ensure the security of the information you transmit to us over the Internet.

Retention of information

Retention periods

Personal information collected by Swoop is retained for as long as it is reasonably required for the purposes for which it was collected, or as required by law, following which it is securely destroyed or made anonymous. If you withdraw your consent to our retaining your personal information, we will advise you as to the consequences, if any, of your doing so.

Cancelling your account

If you have signed up to become a Rewards member to the Swoop website, you are then able to manage your own personal information, to view it and to modify it as you choose. You are also able to cancel your account completely at any time, but the consequences of doing so include forfeiting any flight or travel credits you may have, no longer receiving electronic communications you may have signed up for and loss of automatic population of fields with your information. If you wish to cancel your account, please call us at [1-587-441-1001](tel:1-587-441-1001). You can create a new account at any time, even after you have cancelled your account.

Expiry and termination of accounts

Until your consent is withdrawn, it is our policy to keep your Swoop account open indefinitely for your convenience in the event you decide to access it again, and, if you have signed up for electronic communication, to continue sending you information until you advise us that you wish to no longer receive it. However, we do reserve the right to terminate accounts and distribution of electronic communication at any time without notice.

Accessing your personal information

Feel free to contact us if you have any questions or concerns about this policy or the accuracy and completeness of any information in your file, if you wish to

update any of your information, if you would like to see a copy of the information we have on file about you, or an account of the use that has been made of your information.

To do so, simply contact Swoop toll-free at [1-888-796-4540](tel:1-888-796-4540).

Written inquiries can be directed to Swoop's privacy officer via:

- Fax: 1-844-212-5513
- Email: privacy@flyswoop.com
- Mail: 22 Aerial Place NE, Calgary, AB, Canada T2E 3J1

You may also use the above information to withdraw any consent you have provided, or to register a concern or complaint with us. In all cases, we may require that requests for information or withdrawal of consent be received by us by email, fax, mail or otherwise in written form. We will also require that you provide sufficient information to allow us to locate your information to deal with your request.

Responding to you

All requests for access to your personal information and complaints must be provided in writing and our response will be subject to verifying your identity before replying. It is our policy to respond to all inquiries, requests for access to personal information and concerns or complaints within 30 days of our receiving them unless otherwise allowed or required by law. If we cannot fully respond within 30 days, we will still advise you of that within 30 days.

However, we cannot give you access to personal information that we do not have, or that would disclose personal information concerning another individual without their consent, or that we otherwise cannot disclose under applicable law. There are legal restrictions in certain cases where we are prohibited from providing you with certain information. We reserve the right, to refuse to

provide access to information where we are not legally required to do so, in which case we will advise you of the reasons for doing so, and of the name of a person who can answer any questions you may have.

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