

12 February 2013

Dear Ms. Jensen and Khadean:

We acknowledge receipt of your letter dated 11 February 2013 and sent to us today, 12 February 2013 at 11:23 EST, one week from the date that we were denied boarding by Sunwing. With respect to that letter, we respond as follows (italicized and indented are Khadean's words):

**Page 1, Paragraph 2**

*“...As our customerservice@sunwing.ca acknowledgment states; for any concerns pertaining to your holiday experience, we will forward a copy of your email to the appropriate supplier(s) at your destination to solicit their response to your comments. All files are placed in date order of receipt, but we wish to assure you that our intention is to have a response or follow up for you within the next 30 days.”*

While we can certainly understand that typical emails sent to Sunwing Customer Service will be responded to within 30 days, you may have forgotten that on 06 February 2013, three of your Sunwing Mexico counterparts - Giovanni (“Johnny”) Sunwing hotel representative at Riu Emerald Bay; Lupita Fernandez, Supervisor of Sunwing Mazatlan; and Stuart Thompson, Sunwing Mexico advised that we would receive a letter from Sunwing Toronto Head Office, on the morning of 07 FEB 2013, confirming our denial of boarding for medical reasons. We emailed twice on that date (07 FEB 2013) when the expected emails did not arrive. Giovanni insisted that the latest that we would have the letter was 8am MST, giving the Toronto office sufficient time to send the letter.

Secondly, no “acknowledgement” of our emails were received. We would be quite happy to provide any expert in the matter access to our respective Hotmail and gmail accounts (as Giovanni took both of our email addresses) to prove that we received no acknowledgements whatsoever.

**Page 1, Paragraph 3**

*“...all phone calls are returned that are left in the customer relations voice mail box. Our records do not show that a message was left by you at our customer relations department which did not allow us to return your call to assist or assure you that your concern would be handled.”*

It is interesting that Sunwing would even mention the customer relations voice mail box – this is the same voice mail box that when we asked to be transferred to customer relations no less than FOUR times on 07 FEB 2013, we were disconnected on each and every occasion by Sunwing staff, and recorded the fourth such occurrence to prove it. Furthermore, when we were connected to the voicemail box on 08 FEB 2013, Sunwing’s greeting, which we also recorded, states in its entirety: “Hello, and thank you for calling Sunwing, Past Travel Customer Relations Department. Please be advised that all correspondence regarding past travel concerns must be put in writing for review. You can submit your claim via email to customerservice.sunwing.ca; via fax to 416.798.8760; or via regular mail to 27 Fesken Drive, Toronto, ON, M9W 1K6. Unfortunately, concerns left by voicemail without corresponding documentation will not be able to be processed, **therefore we request that you forward your concerns to us in writing**. For pre-travel concerns, please contact our Sales Centre at 1.800.668.4224. Thank you.”

It goes without saying that having spoken to the Head of Sunwing operations and provided our contact information for his purposes through his employee Giovanni; having sent two emails already; and Sunwing having our booking contact information (with telephone number, etc.), Sunwing had more than sufficient means to contact us. Sunwing's policy makes it very clear that written communications are the only ones that will be responded to.

#### Page 1, Paragraph 4

*"We were very sorry to be notified of the incident concerning your ear and medical attention that was required. As a result, you and your husband were unable to travel on Sunwing Airlines flight WG560 from Mazatlan to Toronto on February 5, 2013 as planned."*

Both Ms. X and Mr. X were completely able to travel; there was nothing about either of our conditions that rendered us unable to travel. The fact that within hours a medical doctor (two in fact) stated that this never should have been a reason to deny Ms. X boarding is very much a testament to that fact. Furthermore, Mr. X was never, in any manner whatsoever, unable, unfit, or even in any way questioned as to his ability to travel. Better phrasing would have been that we were denied travel.

#### Page 1, Paragraph 5

*"Sunwing Airlines records for WG560 from Mazatlan to Toronto records that Mr. X had reported to the ground representative that you were bleeding from one of your ears. Our records indicate that at about 10:00AM on February 5, 2013, this report was made to our ground staff in Mazatlan. The Paramedics were called to attend to Mrs. X and an assessment was done, however, the exact cause for the bleeding was not determined at that time. In progression with the handling of this matter; a form was filled out and the Captain was made aware and Medlink was immediately contacted. The Captain then proceeded with Medlink instructions. Medlink protocol was followed and in the best interest of Mrs. X's safety, boarding was denied."*

Firstly, Sunwing records are incorrect in that Mr. X did not seek the assistance from a ground representative – rather it was Ms. X herself who made the report and asked to speak with a paramedic to confirm that the minor bleed was from an ear and not something worse. Ms. X speaks both English and French (Mr. X speaks English only), thus Ms. X is better able to attempt such communication. The paramedic, on the other hand, seemed to prefer to only speak to Mr. X, and Ms. X had to attempt to translate – we ascribed his desire to speak to Mr. X as being simply a cultural preference.

The paramedic was asked whether he could see the source of the bleeding, and he confirmed that it was a perforation to the eardrum. There was never any question whatsoever as to the source of the bleed, and this was indicated on the Medlink form that was completed. It was further indicated on the Medlink form that Ms. X was suffering from no pain, nor any hearing loss at the time. She showed the paramedic that she had prescription pain killers with her should they become necessary.

Furthermore, there was absolutely NO reason whatsoever to have denied boarding to Mr. X – he was suffering from no medical condition. In fact, we had a three-year old and five-year old at home to attend to, and their caregiver in our absence, their grandmother, suffered the passing of her Aunt (Mr.

X's great aunt) on the night of 04 FEB 2013. Mr. X had every reason to board, and yet, he was denied this opportunity.

Please also be aware that the manner in which the events above are summarized by Khadean (Sunwing) does not paint the full picture: When the determination was made that Ms. X and Mr. X could not board, Sunwing did not inform us; instead they called another couple to the counter and reassigned their seats, issuing them boarding passes that were seats previously assigned to us per our previously-issued boarding passes for which pre-selection had been paid. It was only upon seeing this and demanding to know what was going on that anyone at Sunwing finally told us, concurrent with boarding.

#### **Page 1, Paragraph 6**

*"Once information concerning a passenger's medical condition is provided to the in-flight crew, it is their duty and their priority to ensure that no harm can come to the passenger by traveling by air and that they remain safe and healthy. Your well being was of paramount importance to us at Sunwing Airlines."*

With all due respect, if Ms. X's "well-being was of paramount importance to Sunwing", why then, did Sunwing completely abandon her at the airport? A Sunwing representative who was at the airport when we were forced to "re-enter" the country was awaiting remaining passengers arriving from YYZ, and told us that she would be with us in a few minutes; she departed on a shuttle bus shortly thereafter. Two hours later she had still never returned to the airport. The staff who we had been dealing with from Sunwing had left. We had asked for instructions to get to a doctor or hospital to obtain the medical note (that later proved not to have been required in the first place).

If Sunwing truly felt that Ms. X's safety was so important, they would have contacted a medical professional, or would have given directions as to how to proceed further at a minimum – instead they walked away. Further to that, Sunwing offered no assistance with transporting luggage through the airport, and Ms. X was fit and able to pull a suitcase and carry a carry-on bag with ease.

#### **Page 1, Paragraph 7**

*"...MedLink is staffed by MedAire Communication Specialists and U.S. board certified Emergency Medicine physicians, supported by state-of-the-art telemedicine technology, who are dedicated to providing immediate medical advice to people in remote locations."*

Interestingly, it would appear that Sunwing executive themselves are not certain of their own service provider: Mr. Stuart Thompson, who advised us that he was "as high as you can go with Sunwing in Mexico", identified the service as "Med Assist", and further told us that the service was based in Toronto, Canada. Based on this information, we and countless counterparts in Canada wasted hours attempting to locate such a company to secure the form from them when Sunwing was failing to provide the letter for insurance purposes.

**Page 1, Paragraph 8**

*"... As required, MedLink was contacted at which time a MedLink dispatch was contacted by the Captain, assessed Mrs. X's, condition based upon the information and symptoms that was provided to the Inflight crew and the Medlink physician advised against travel. Sunwing Airlines is confident that we acted in your best interest by contacting MedLink when your health concerns were brought to our attention by your husband and we are also confident that we acted in a professional and caring manner."*

With respect to the first portion of this paragraph, ground staff indicated that the form was being faxed to the service provider, but did not provide us with a copy of this; we respectfully request this now. Furthermore, my husband did not bring any health concerns forward to Sunwing or anyone else, thus your reports on this matter are proving to be incorrect.

Regarding the latter portion of the paragraph, again we reiterate that a "professional and caring manner" generally would not consist of causing a person declared "medically unfit to fly" to port her own luggage around an airport; nor would she then be abandoned and made to figure out, in a foreign country, how to locate a doctor; and it is not generally considered professional to fail to inform customers that they are being declined the ability to board a plane AFTER reassigning their seats in front of them.

**Page 2, Paragraph 2**

*"We sincerely regret that you had such an experience during your travels with Sunwing Airlines. We understand your discomfort, during this time, however, since there was a reasonable doubt and as the welfare of our passengers is something we do not take lightly, the instructions given, resulted in denial boarding. Please note that your safety was important to us and we must take all necessary precautions to ensure that we maintain each passenger safety, while in our care."*

We can appreciate that someone at Sunwing had a "doubt" as to Ms. X's medical fitness for travel – we absolutely contest the "reasonableness" of this. But that aside, there was no reason to have denied Mr. X boarding.

The fact remains that BOTH boarding passes were taken from us; all checked luggage was removed from the plane. Mr. X had to work the very next day; had two young preschoolers to return to; our childrens' caregiver's Aunt had passed away the night before our expected return further complicating matters; and our eldest daughter is a paediatric heart patient who had a standing appointment to get to. Mr. X had every reason to return to Canada, but had that right involuntarily withdrawn by Sunwing for no reason whatsoever. At no time was he asked by Sunwing whether he wanted to continue as scheduled, and having had his boarding pass revoked and luggage removed was indicative of Sunwing's position.

For that reason, we request that Sunwing reimburse Mr. X's expenses. An outline of same was supplied to you in the letter dated 11 FEB 2013, and we trust that we shall see this reimbursement immediately. Under absolutely no circumstances do we wish to receive any form of credit for any future travel via Sunwing or any of its affiliates or subsidiaries, and we do expect the reimbursement to be in the form of a cheque or credit to our credit card used to pay for our trip.

A true remedy on the part of Sunwing for all injustices, errors, omissions and lack of professionalism would see all expenses covered for both passengers, as this still would not provide remedy to us for two days' work missed for two people with careers.

We hope that someone at Sunwing recognizes the absolute absurdity of alleging that an airline was being "professional and caring" or that a passenger's "well-being was of paramount importance", for having declared the same passenger to have been medically unfit to travel; but at the same time caused her to port her own checked and carry-on luggage through the airport and inbound into the City of Mazatlan, and left her to figure out for herself how to arrange transportation, find a Doctor, etc.

Furthermore, an expression of "care" or "professionalism" would not result in Sunwing advising us that we would have better luck arranging our own return travels to Canada and leaving us to arrange these; insinuating that spending an additional week away from our families and careers is not problematic; failing to provide a letter for insurance purposes that is promised within 14 hours but which doesn't arrive for seven days and only upon the story reaching social media circles; or dropping phone calls instead of transferring them; or failing to give proper contact information like a phone number to a real live person. Instead our experience was mind-blowingly unprofessional, astounding, and traumatic.

We await your response, which we anticipate will be forthcoming this week.

Regards,

Ms. X & Mr. X