



This is the 1<sup>st</sup> affidavit  
of Ciarah Machado in this case  
and was made on August 19, 2024

NO. S-S-254452  
NEW WESTMINSTER

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

AIR PASSENGER RIGHTS

PETITIONER

AND

WESTJET AIRLINES LTD and CIVIL RESOLUTION TRIBUNAL

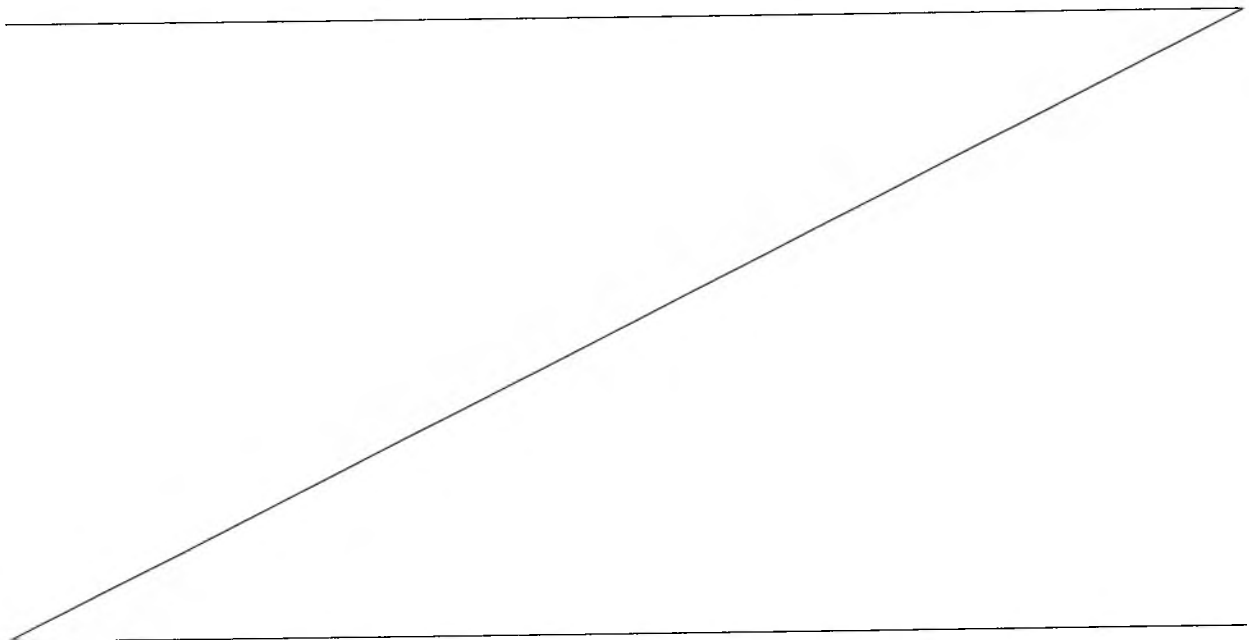
RESPONDENTS

**AFFIDAVIT**

I, Ciarah Machado, of 2700 - 700 West Georgia Street, Vancouver, British Columbia, Legal Administrative Assistant, AFFIRM THAT:

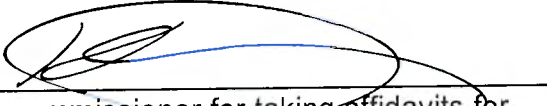
1. I am a legal assistant employed by the law firm of Alexander Holburn Beaudin + Lang LLP, counsel for the Respondent WestJet Airlines Ltd. ("WestJet"), and as such have personal knowledge of the matters hereinafter deposed to, save where stated to be upon information and belief and where stated, I verily believe same to be true.
2. I have reviewed the documents in this matter and rely on those items in affirming this affidavit.
3. Attached to this affidavit and marked as **Exhibit "A"** is a true copy of the decision issued by the Civil Resolution Tribunal (the "Tribunal"), File: SC-2023-006891 on July 5, 2024.
4. Attached to this affidavit and marked as **Exhibit "B"** is a true copy of the order issued by the Tribunal, File: SC-2023-006891 on July 5, 2024.
5. Attached to this affidavit and marked as **Exhibit "C"** is a true copy of WestJet's International Tariff, submitted to the Tribunal, on March 28, 2024.

6. Attached to this affidavit and marked as **Exhibit “D”** is a true copy of the Air Line Pilots Association’s press release regarding the “72-hour strike notice” being issued to WestJet and the government, submitted to the Tribunal on March 28, 2024.
7. Attached to this affidavit and marked as **Exhibit “E”** is a true copy of the Canada Transportation Agency’s (the “Agency”) Air Passenger Protection Regulations – Regulatory Impact Analysis Statement, submitted to the Tribunal on March 28, 2024.
8. Attached to this affidavit and marked as **Exhibit “F”** is a true copy of the Agency’s statement providing important information for WestJet customers whose flights may have been affected by the labour dispute, submitted to the Tribunal on March 28, 2024.
9. Attached to this affidavit and marked as **Exhibit “G”** is a true copy of the written submissions of WestJet at the Tribunal, which was submitted to the Tribunal on or around March 28, 2024.
10. Attached to this affidavit and marked as **Exhibit “H”** is a true copy of the unreported decision, *Burym et al. v WestJet Airlines Ltd.*, detailing that the circumstance in question in the Petition is outside of carrier control, which was submitted to the Tribunal on March 28, 2024.



11. Attached to this affidavit and marked as **Exhibit "I"** is a true copy of the BC Supreme Court Notice to the Profession, the Public and the Media with respect to affidavits for use in court proceedings dated March 27, 2020, noting that only with the approval of the Law Society of British Columbia can accommodations be made or used in any proceeding to the Supreme Court.

SWORN BEFORE ME at Vancouver, British Columbia on August 19, 2024.

  
A commissioner for taking affidavits for British Columbia.

KATELYN CHAUDHARY  
*Barrister + Solicitor*  
ALEXANDER HOLBURN BEAUDIN + LANG LLP  
2700 - 700 WEST GEORGIA ST.  
VANCOUVER, BC CANADA V7Y 1B8

  
Ciarah Machado



# Civil Resolution Tribunal

This is Exhibit “ A ” referred to in  
the affidavit of Ciarah Machado  
sworn before me at the City of Vancouver  
this 19 day of August, 20 24

Date Issued: July 5, 2024

File: SC-2023-006891

Type: Small Claims

[Signature]  
A Commissioner for taking Affidavits  
in and for the Province of British Columbia

Civil Resolution Tribunal

Indexed as: *Boyd v. WestJet Airlines Ltd.*, 2024 BCCRT 640

B E T W E E N :

ANNE BOYD and ROBERT BOYD

**APPLICANTS**

A N D :

WESTJET AIRLINES LTD.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Amanda Binnie

## INTRODUCTION

1. This dispute is about a disrupted flight. The applicants, Anne Boyd and Robert Boyd, say the defendant airline WestJet Airlines Ltd. (WestJet), cancelled a part of their flight and rebooked them on a flight that arrived a day later. The Boyds claim \$2,000 in compensation for the delay, and \$277.25 for a hotel stay and meal they required

because of the delay. WestJet agrees it cancelled the flight but said it did so due to a labour dispute, which is a situation outside of its control.

2. The Boyds are self-represented. Westjet is represented by a claims specialist, CC.

## **JURISDICTION AND PROCEDURE**

3. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT must apply principles of law and fairness.
4. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice. This is because in this case, the parties do not disagree on what happened, only on how the law applies to the facts.
5. Section 42 of the CRTA says the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in court.
6. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

## **ISSUES**

7. The issues in this dispute are:
  - a. Are the Boyds entitled to \$2,000 in compensation for the delayed flight?

- b. Are the Boyds entitled to reimbursement of \$277.25 for their hotel stay and meals?

## **EVIDENCE AND ANALYSIS**

8. In a civil proceeding like this one, the Boyds must prove their claims on a balance of probabilities, which means more likely than not. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
9. The parties largely agree on the facts of this dispute, which I find are:
  - a. The Boyds bought tickets from WestJet to fly from Kelowna to Rome, Italy. They were to leave Kelowna on May 18, 2023 at 2:00 pm, and arrive in Rome on May 19 at 11:55 am. This included a stopover in Calgary of approximately 2 hours the evening of May 18.
  - b. On May 15 the Air Line Pilot's Associate (ALPA) issued a 72-hour strike notice. Under this notice, WestJet's pilots would be authorized to strike beginning 3:00 am MDT on May 19.
  - c. Also on May 15, WestJet issued a lockout notice, which would have been effective as early as 3:00 am MDT on May 19.
  - d. At around 1:00 am ET on May 19, the ALPA and WestJet came to a tentative agreement and the strike and lockout were averted.
  - e. The Boyds made the initial flight to Calgary.
  - f. The Boyds were advised by email the morning of May 18 that their flights to Rome had been cancelled.
  - g. WestJet provided alternative flights to Rome through both WestJet and other airlines.

- h. The Boyds arrived in Rome May 20, over 24 hours after their intended arrival.
  - i. Due to this delay, the Boyds stayed in a hotel in Calgary overnight and had dinner at the hotel's restaurant. The Boyds spent \$92 on dinner and \$185.25 on the hotel.
10. WestJet provided a screenshot of a statement on the CTA's website about this strike, where it refers to the strike as being "outside the carrier's control". The Boyds refer to 2 Federal Court of Appeal (FCA) cases which say statements on the CTA's website do not determine air passengers' rights (*Air Passenger Rights v. Canada*, 2020 FCA 92 at paras. 23-25 and *Air Passenger Rights v. Canada*, 2021 FCA 201, paras. 3-6 and 24-26). I accept the Boyds' argument that this is not determinative of this dispute.

***Are the Boyds entitled to \$2,000 in compensation for the delayed flight?***

11. As mentioned above, the parties dispute whether this cancellation was within WestJet's control or not. If the cancellation was under WestJet's control, the parties agree the Boyds would generally be entitled to compensation under section 19 of the *Air Passenger Protection Regulations* (APPR). If the flight cancellation was not within WestJet's control, section 10 of the APPR says the airline must rebook the Boyds within 48 hours, but no compensation is payable.
12. Section 10(1) of the APPR states a "labour disruption within the carrier" is not within the airline's control. The parties agree this dispute turns on whether a strike notice and lockout notice qualify as a "labour dispute". If so, the Boyds' flight delay was not in WestJet's control.
13. The Boyds say because issuing a lockout notice was within WestJet's control and the pilot strike had not begun, WestJet cannot rely on this exception. WestJet says that "labour disruption" cannot be so narrowly interpreted to mean only if there is a work stoppage or actual strike going on.

14. The long-standing rule of statutory interpretation is that the legislature's chosen words are "to be read in their entire context and in their grammatical and ordinary sense harmoniously with the scheme of the Act, the object of the Act, and the intention of Parliament" (see *Rizzo & Rizzo Shoes Ltd. (Re)*, 1998 CanLII 837 (SCC)).
15. Related to this, section 8 of the *Interpretation Act* says that "every enactment must be construed as remedial, and must be given such a fair, large and liberal construction and interpretation as best ensures the attainment of its objects".
16. The Canadian Transportation Agency (CTA) created the APPR. WestJet has provided the "Air Passenger Protection Regulations – Regulatory Impact Analysis Statement" (CTA statement), which the CTA issued following consultation with various stakeholders before the APPR's creation in 2019. I find the CTA statement provides insight into the intentions of the regulation's drafters, and more specifically the wording "labour dispute".
17. The CTA statement refers to concerns around "influencing the collective bargaining process" as a reason for including "labour disruption" as being outside an airline's control. There is no explicit mention of strikes or lockout orders. I find this supports WestJet's argument that "labour disruptions" should not be interpreted only as an active strike. Even on a plain reading of section 10 of the APPR, I find I cannot accept that "labour disruptions" should be as narrowly interpreted as the Boyds submit.
18. So, does a 72-hour strike notice qualify as a "labour disruption"? I find that it does. With or without the lockout notice, WestJet was not in control of the strike. I also find the mention of "bargaining process" in the CTA statement supports that "labour disruption" includes the time after a strike notice was issued.
19. Based on the above, I find the reason for the delay outside of WestJet's control. So, APPR section 10(1)(j) says if the delay is outside the airline's control, the airline's responsibilities are set out under section 18. Section 18 says the airline was required to provide a reasonable route to the Boyds' destination within 48 hours. It is undisputed that it did so, and I find WestJet met its obligation under the APPR and



the Boyds are not entitled section 19 compensation. I dismiss their claim for \$2,000 compensation.

***Are the Boyds entitled to reimbursement of \$277.25 for their hotel stay and meals?***

20. The parties agree that the *Montreal Convention* applies to the Boyds' flight. As their flights were international, I find that it does. The *Montreal Convention* was incorporated into the domestic law of Canada through the federal *Carriage by Air Act*. When an international convention is incorporated into domestic law this means it acquires the status and force of domestic legislation (see *Thibodeau v. Air Canada*, 2011 FC 876 (CanLII)).
21. The *Montreal Convention* limits the scope and type of claim that a person can make for disputes about international air travel, including flight delays. Article 19 of the *Montreal Convention* states a carrier is not liable for damages caused by delay if the carrier provides that it and its agents took all measures that could reasonably be required to avoid the damage or that it was impossible to take such measures.
22. I have found that the flight delay was outside of WestJet's control. However, WestJet did not provide any evidence of the steps it took in securing alternative flights for the Boyds. It does not say there were no earlier flights or flights that would have avoided a hotel stay. Significantly, it does not dispute the Boyds' claims for hotel and meal. So, I find the Boyds are entitled to reimbursement of \$92 for their meal and \$185.25 for their hotel stay.
23. The *Court Order Interest Act* applies to the CRT. The Boyds are entitled to pre-judgment interest on the \$277.25 from May 18, 2023, the date of the invoices, to the date of this decision. This equals \$15.78.
24. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. As the Boyds were partially successful, I find they are entitled to reimbursement of

\$62.50, which is half of their CRT fees. Neither party claimed any dispute-related expenses.

## ORDERS

25. Within 30 days of the date of this order, I order WestJet to pay the Boyds a total of \$355.53, broken down as follows:

- a. \$277.25 in debt,
- b. \$15.78 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$62.50 in CRT fees.

26. The Boyds are entitled to post-judgment interest, as applicable.

27. I dismiss the Boyds' remaining claims.

28. This is a validated decision and order. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.



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Amanda Binnie, Tribunal Member



# Civil Resolution Tribunal

This is Exhibit “ B ” referred to in  
the affidavit of Ciarah Machado  
sworn before me at the City of Vancouver  
this 19 day of August 20 24

[Signature]  
A Commissioner for taking Affidavits  
in and for the Province of British Columbia

Date Issued: July 5, 2024

Order: DO- SC-2023-006891

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Boyd v. WestJet Airlines Ltd.*, 2024 BCCRT 640

BETWEEN:

ANNE BOYD and ROBERT BOYD

**APPLICANTS**

AND:

WESTJET AIRLINES LTD.

**RESPONDENT**

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**ORDER**

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Tribunal Member:

Amanda Binnie

The following order was made by Civil Resolution Tribunal member Amanda Binnie:

1. Within 30 days of the date of this order, I order WestJet Airlines Ltd. to pay the Boyds a total of \$355.53, broken down as follows:
  - a. \$277.25 in debt,
  - b. \$15.78 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$62.50 in CRT fees.
2. The Boyds are entitled to post-judgment interest, as applicable.
3. I dismiss the Boyds' other claims.



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Amanda Binnie, Tribunal Member

This is a validated order. Under the *Civil Resolution Tribunal Act*, section 58.1, a validated CRT order in a small claims dispute may be enforced by filing it in the BC Provincial Court. When you file a CRT order with the Provincial Court, the order has the same force and effect as if it were a judgment of that court.

For more information about enforcing CRT orders, please go to the CRT website:  
<https://civilresolutionbc.ca/help-category/after-a-decision/>

Tariff: WS1 - CTA No. 518 DOT No. 874  
 Carrier: WestJet - WS

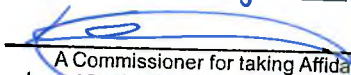
**Document Version No. 32**

**Issue Date: December 05, 2022**

**Effective Date: December 06, 2022**

Issue and Effective Dates noted are applicable to the entirety of the tariff except as noted within specific Rule(s). Rule(s) applicable exclusively within the USA or points between the USA and Area 1/2/3 are effective immediately.

**Title Page**

This is Exhibit " C " referred to in  
 the affidavit of Ciarah Machado  
 sworn before me at the City of Vancouver  
 this 19 day of August 20 24  
  
 A Commissioner for taking Affidavits  
 in and for the Province of British Columbia

Airline Tariff Publishing Company, Agent  
 International Passenger Rules and Fares

Tariff No. WS1

containing  
 Local Rules, Fares & Charges  
 on behalf of

WestJet

Applicable to the  
 Transportation of Passengers and Baggage  
 between points in

United States/Canada  
 And points in  
 Area 1/2/3  
 and  
 between the US  
 and points in Canada

For list of participating carriers, see IPGT-1, DOT:581, CTA:373

This tariff is governed, except as otherwise provided herein,  
 by Maximum Permitted Mileage Tariff No. MPM-1, DOT:424, CTA:239;  
 Aircraft Type Seating Configuration Tariff No. TS-2, DOT:220,  
 CTA:111; and International Passenger Governing Tariff No. IPGT-1,  
 DOT:581, CTA:373 issued by Airline Tariff Publishing Company,  
 Agent, supplements thereto and reissues thereof.

Tariff: WS1 - CTA No. 518 DOT No. 874  
 Carrier: WestJet - WS

Issued by:  
 Alex Zoghlin, President  
 Airline Tariff Publishing Company, Agent

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 Carrier: WestJet - WS

## Rule 1 Definitions

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

Adjacent seating means seats that are immediately beside one another;

Air crew means the flight crew and one (1) or more persons who, under the authority of the Carrier, perform in-flight duties in the Passenger cabin of and aircraft of the Carrier;

Air service includes a live flight and a ferry flight;

Air transportation contract means with respect to international service, a contract entered into between the Passenger and the Carrier for the provision of air service to the Passenger and its goods in the form of a reservation and confirming itinerary issued by the Carrier or an agent of the Carrier authorized for that purpose.

Air transportation regulations (ATR) means the regulations respecting air transportation, SOR/88-58 as amended from time to time, and any substitute regulations prescribed in relation to the subject-matter therein;

All-in pricing means displays of flight prices inclusive of all applicable taxes, fees, and charges.

Ambulatory means a person who is able to move about within an aircraft unassisted;

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

Applicable full fare means the full adult fare for the class of service designated in the Carrier's official general schedule for the aircraft, or compartment of the aircraft used by the Passenger;

APPR means the Canadian Air Passenger Protection Regulations, SOR/2019-150 and SOR/2022-134;

Attendant means a support person who is 18 years of age or older who is capable of and needed to provide assistance to a person with a disability, who because of the nature of their disability requires assistance (after departure and before arrival) with eating meals, taking medication, using the toilet, transferring to and from a passenger seat, orientation, or communication, or physical

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 Carrier: WestJet - WS

assistance in the event of an emergency, including in the event of an evacuation or decompression;

Assistive device means any medical device, mobility aid, communication aid or other aid that is specially designed to assist a person with a disability with a need related to their disability;

ATPDR means the Accessible Transportation for Persons with Disabilities Regulations;

Baggage means luggage or such articles, effects and other personal property of the Passenger as are necessary or appropriate for wear, use, comfort, or convenience in connection with the Passenger's trip;

Baggage check means those portions of the ticket which provide for the carriage of Passenger(s) checked baggage and which are issued by the Carrier as a receipt for the Passenger(s) checked baggage;

Baggage tag means a document issued by the Carrier solely for identification of checked baggage, one (1) portion of which is attached by the Carrier to a particular article of checked baggage and the other portion of which is given to the Passenger;

Bank of seats means passenger seats that are immediately adjacent to each other and does not include passenger seats that are across the aisle;

Barrier means anything, including anything physical, architectural, technological or attitudinal, anything that is based on information or communications or anything that is the result of a policy or a practice - that hinders the full and equal participation in society of persons with disabilities, including a physical, mental, intellectual, cognitive, learning, communication or sensory disability or a functional limitation;

Cabin means the following: compartment of the aircraft in which the Passenger is entitled to be transported pursuant to the general schedule of the carrier.

- (i) Economy: For Passengers who purchase a Basic, Econo or Econoflex fare. Economy seats have food and beverage options for purchase.
- (ii) Premium: For Passengers who purchase a Premium or Premiumflex fare or an upgrade (or complimentary upgrade). Premium seats include food and beverage options.
- (iii) Business: For Passengers who purchase a Business or Businessflex fare or an upgrade (or complimentary upgrade). Business seats are lie-flat and include meal services and beverages.

Canada means the ten provinces of Canada, the Yukon territory, the districts, and islands comprising the Northwest Territories of Canada and Nunavut;

Canada Transportation Act or CTA means the Canada



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 Carrier: WestJet - WS

Transportation Act, 1996 as amended from time to time;

Carrier means WestJet, a body corporate licensed to provide domestic air services, international air services and non-scheduled international air services under the CTA, and having its head office at 22 Aerial Place NE, Calgary, Alberta, Canada. T2E 3J1;

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

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

Code-share means a marketing arrangement in which two or more airlines i.e. marketing carrier(s) or contracting carriers(s) sell seats using their own airline code on a flight that one of them operates (i.e. the operating or actual carrier);

Connection means a stop at an intermediate point on the route to be travelled where a change of planes is made by the Passenger, or additional Passengers enplane or deplane an aircraft, and which does not fall within the definition of a stopover;

Denial of boarding means when a carrier is unable to permit a Passenger to occupy a seat on board a flight because the number of seats that may be occupied on the flight is less than the number of Passengers who have checked in by the required time, hold a confirmed reservation and valid travel documentation and are present at the boarding gate at the required boarding time;

Department of transportation means U.S. Department of Transportation.

Destination means the point of which the Passenger(s) to be transported on a flight is bound, and including stopover destinations, but does not include a connection;

Disability means any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment – or a functional limitation – whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person's full and equal participation in society;

Emotional support dog is a dog which is used to provide support or comfort.

Event of force majeure means situations outside the Carrier's control, including but not limited to any unforeseeable circumstances beyond the Carrier's control, the consequences of which could not have been avoided even if all due care had been exercised including, but without limitation, meteorological

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 Carrier: WestJet - WS

and geological conditions, natural disasters, acts of god, pandemics, epidemics, strikes, riots, civil commotions, embargoes, war or political instability, illegal acts or sabotage, instructions from air traffic control, a notam, a security threat, airport operation issues, a medical emergency, a collision with wildlife, a labor disruption within the Carrier or within an essential service provider such as airport or an air navigation service provider, a manufacturing defect in an aircraft that reduces the safety of Passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority, an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security, laws/rules/proclamations/regulations/orders/declarations/interruptions or requirements of or interference by any government or governmental agency or official thereof, actions of third parties such as acts of government or air traffic control, airport authorities, security agencies, law enforcement or customs and immigration officials, national emergency, invasion, insurrection, riots, strikes, picketing, boycott, lockouts or other civil disturbances, interruption of flying facilities/navigational aids or other services, damage/destruction or loss of use of an aircraft, confiscation, nationalization, seizure, detention, theft or hijacking of an aircraft, hostilities, disturbances, unsettled international conditions, and shortage of fuel or facilities.

Fare means the rate charged to a Passenger in respect of a particular class of domestic/international & transborder service offered by the Carrier, from time to time;

Fare class means the fare established for a specific class of service;

Fare type refers to one of the tiered packages that set forth the applicable options that the Passenger is entitled to and the associated fees, respectively.

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 thirdparty;

Fare component means a portion of an itinerary between two consecutive fare construction points - the point of origin and the point of destination of the journey are fare construction points;

Fare construction points means the terminal points of a fare component (also referred to as fare break points - the destination where a given fare begins or ends);

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

Goods means anything that can be transported by air,

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 Carrier: WestJet - WS

including animals, other than in plane-load and baggage;

Group means 10 or more Passengers travelling together on the same flight from a common point of origin to a common destination;

Guardian means an adult over the age of 18 who is responsible for the care and safety of the child(ren) they are transporting;

Hidden city/point beyond ticketing means the purchase of a fare from a point before the Passenger's actual origin or to a point beyond the Passenger's actual destination;

Immediate family means aunt/uncle, child, executor, grandchild, grandparent, parent, sibling, niece/nephew, adopted child, great grandparent, great-grandchildren, brother/sister (incl. half brother/sister), parent (common law or in-law), spouse (common law/married/same-sex), brother/sister (common law or in-law) mother/father-in-law, legal guardian/spouse of legal guardian step-brother/sister/parent/child;

Infant means children under the age of two (2) years at the commencement of travel and carried free of charge by an adult over the age of 16 or their parent and sharing the same seat as the infant. Proof of age must be provided and is restricted to one infant per adult Passenger;

International service means scheduled or non-scheduled air services (excluding charters) for the transportation of Passengers and goods between, from and to points within Canada on the one hand and points outside of Canada on the other hand;

Interline related definitions can be found in Rule 115;

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

Large Carrier APPR means a carrier that has transported a worldwide total of two million Passengers or more during each of the two preceding calendar years;

Large Carrier ATPDR means a carrier that has transported a worldwide total of one million Passengers or more during each of the two preceding calendar years;

Live flight means the movement of an aircraft with Passengers or goods from the point of take-off at the origin to a point or points of landing thereafter, inclusive of the point of landing at the destination (immediate technical or fuel landings excepted);

Marketing carrier or contracting carrier means a carrier that sells seats using its own airline code for a flight that another carrier operates (the operating or actual carrier);

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 Carrier: WestJet - WS

Mobility aid means any manual or electric wheelchair, scooter, boarding chair, walker, cane, crutch, prosthesis or other aid that is specifically designed to assist a person with a disability with a need related to mobility;

Montreal convention means the convention for the unification of certain rules for international carriage by air, signed at Montreal, May 28, 1999;

A no show means a Passenger who:

- (a) fails to check-in for a flight before the check-in cut-off times;
- (b) fails to arrive at a departure gate before the boarding cut-off time; or
- (c) does not initiate, and is not approved for, a same-day change before the flight departure.

Operating carrier or actual carrier means the carrier that operates the actual flight;

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

Participating carrier(s) include both the selecting carrier and the downline carriers who have been identified as providing interline transportation to the Passenger by virtue of the Passenger's ticket;

Passenger means any person, except members of the crew, carried or to be carried in an aircraft with the consent of the Carrier pursuant to an agreement (a valid contract of carriage);

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

Person with a disability means a person with any impairment, including a physical, mental, intellectual, cognitive, learning, communication, or sensory impairment - or a functional limitation - whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person's full and equal participation in society;

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

Required for safety purposes means required by law in order to reduce risk to Passenger safety and includes required by safety decisions made within the authority of the pilot of the aircraft or any decision made in accordance with a safety management system as defined in subsection 101.01(1) of the Canadian Aviation Regulations but does not include scheduled maintenance in compliance with legal requirements;

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Reservation is a record, either in paper form or in electronic form, of the accommodation held by a Passenger on a given flight. The reservation would specify the date and times of travel, flight number and the class of service to be provided the Passenger;

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

Routing establishes the points via which travel may take place for a specific fare;

Same-day travel means flights booked within 24 hours of the scheduled time of departure;

A same-day change is a confirmed flight change requested between 24 hours before departure and departure, where the only change requested is a different departure time on the same calendar day.

SDR means special drawing rights as defined by the International Monetary Fund;

Selected carrier means the carrier whose baggage rules apply to the entire interline itinerary;

Selecting carrier means the carrier identified on the first flight segment of the Passenger's ticket at the beginning of an interline itinerary issued on a single ticket whose origin or ultimate destination is in Canada;

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 has been trained to do work or perform tasks for the benefit of a qualified individual with a disability;

Severe allergy means an allergy to an allergen that may cause a person to experience significant physical distress if they are directly exposed to the allergen;

Single ticket means a document that permits travel from origin to destination. It may include interline/code-share segment. It may also include end-to-end combinations (i.e. stand-alone fares that can be bought separately but combined together to form one price);

Stopover means for the purposes of fare construction and establishing the applicable fare or fares which apply to a Passenger's itinerary, a deliberate break of a journey initiated by the Passenger and agreed to in advance by the Carrier at a point between the place of departure and the place of ultimate destination. The deliberate break in the journey:

- (i) must be for a purpose other than changing aircraft,
- (ii) must be for a period of time greater than 24 hours,
- (iii) will allow Passengers to retrieve checked baggage (if

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- applicable), and  
 (iv) will be comprised of multiple fare construction points which may result in a calculation of additional charges as set out in the corresponding fare rules. A stopover does not constitute a connection;

Tariff means a tariff of terms and conditions of carriage applicable to the provision of international and ancillary services thereto;

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

Ticket means the electronic confirmation generated by the Carrier's central reservations system, or confirmation number, baggage check and accompanying notices that incorporate this contract of carriage;

Traffic means any Passengers, goods or mail that are transported by air;

Travel Credit means credits provided by the Carrier to a Passenger resulting from non-refundable Ticket changes, cancellations, or for other service reasons. Travel Credits are non-refundable deposits.

Ultimate destination means the ultimate stopping place according to the tariff/contract of carriage as shown on the ticket/itinerary. In round trip itineraries, the ultimate destination and the origin are the same;

Warsaw convention means the convention for the unification of certain rules relating to international carriage by air, signed at Warsaw, November 12, 1929, as amended, but not including the Montreal convention as defined above;

Working dog means a dog that locates people or items (search, rescue, avalanche, or tracking dogs) performing specific tasks for the military or police (detection, scout, sentry) or other highly specialized skills.



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## Rule 5 Currency†

All rates and charges published in this tariff are published in the lawful currency of Canada in Canada unless otherwise specified. Where payment is made in any currency other than Canadian dollars (CAD) or United States dollars (USD), such payment shall be the equivalent of the Canadian currency amounts on the basis of local banker's rates of exchange (For the purchase of such foreign currency), as calculated on the date of the transaction.

- (A) Currency for reservations or other payments
- (1) Fees are determined based on the point of sale for reservations made through the Carrier's reservation centre and travel agencies using an external reservation system (For example, Sabre or Apollo).
  - (2) Fees are determined based on the departure city of the first flight for reservations made through the Carrier's website.  
  
 For example, a reservation made for travel from Las Vegas to Calgary would be charged in CAD currency through the Carrier's reservation centre or a Canadian travel agent, however, if reserved through the Carrier's website by a travel agent or a Passenger, the fare would be charged in U.S. currency unless another currency is selected.
- (B) Currency for Baggage fees
- (1) Fees are charged in CAD or USD per direction, depending on the point of departure.
  - (2) Fees are based on the location of the fee payment, conversion to the local currency may occur. The currency conversion occurs on the particular day of the transaction. As such, the conversion rates can vary.
- (C) Currency for Change fees
- (1) The location that a change is made in (point of sale) dictates the currency that the fees are charged in. As a result, change fees may be charged in a different currency than the initial reservation. If no changes are made by the Passenger before travel, the Carrier guarantees that the fare paid at the time of booking shall be honoured  
  
 For example, for a reservation purchased in Canada for travel from Calgary to Las Vegas is charged in CAD. If a change is made in Las Vegas, for the return flight segment from Las Vegas to Calgary, the fee is charged in USD.

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 5 are effective December 6, 2022, pursuant to Order No. 2021-A-3 of the CTA.

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### Rule 10 Mileage Determination

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

- (A) Air distance manual published jointly by the International Air Transport Association and International Aeradio Limited
- (B) IATA mileage manual published by the International Air Transport Association;
- (C) and/or combination thereof of (A) and (B) above;
- (D) Sabre flight planning system



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## Rule 12 Application of Tariff

### (A) Application

This tariff shall apply to the traffic and transportation of Passengers and goods using aircraft operated by the Carrier in respect of:

- (1) An international and transborder service
- (2) This tariff contains the conditions of carriage and practices upon which the Carrier transports and agrees to transport and are expressly agreed to by the Passenger to the same extent as if such rules were included as conditions in the contract of carriage. Transportation is subject to the rules, fares, and charges in effect on the date on which such transportation commences at the point of origin designated on the tickets.
- (3) References to pages, rules, items, and notes are continuous and include revisions, supplements thereto and reissues thereof.
- (4) The Carrier will be responsible for the furnishing of transportation only over its own lines. When any carrier undertakes to issue a ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier (whether or not such transportation is part of a through service), such carrier will act only as agent for such other carrier and will assume no responsibility for the acts or omissions of such other carrier.
- (5) No agent, employee, or representative of the Carrier has authority to alter, modify or waive any provisions of the contract of carriage or of this tariff unless authorized in writing by an officer of the Carrier.
- (6) International fares and fare rules filed with ATPCO under tariff NTA(a) no. 518 and C.A.B. no. 874 are governed by this tariff.

### (B) Air transportation contract requirement

No international service shall be furnished by the Carrier under the terms of this tariff unless an appropriate written air transportation contract, in the form prescribed by the Carrier, is executed by the Passenger and the Carrier in respect of an international service.

### (C) Incorporation of tariff into air transportation Contract

The contents of this tariff shall form part of any air transportation contract between the Carrier and a Passenger (including with respect to the Passenger's goods), and if there is a conflict between this tariff and that contract, this tariff shall prevail.

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- (D) Conditions of application  
 Unless otherwise specified herein, all international services provided by the Carrier under this tariff shall be subject to the rules, rates and charges published or referred to in this tariff in effect, from time to time, by virtue of the effective date on each page, on the date of signing of an air transportation contract.
- (E) Self-identification  
 APPR - Air Passenger Protection Regulations  
 For the purposes of establishing obligations toward Passengers under the APPR, the Carrier declares that it is a Large Carrier.
- ATPDR - Accessibility for Persons with Disabilities Regulations  
 For the purposes of establishing obligations toward Passengers with disabilities under the ATPDR or otherwise, the Carrier declares that it is a Large Carrier pursuant to the ATPDR and that it has included a statement on its website indicating that it is subject to the ATPDR.
- (F) To the extent permitted by law, any dispute or matter arising from connected with or relating to this tariff, or any related matters, must be resolved before the Canadian courts sitting in the City of Calgary in the Province of Alberta and the parties and each of them hereby irrevocably submit and attorn to the original and exclusive jurisdiction of this court in respect of any dispute or matter related to this tariff.
- (G) Claims and Third-Party Representatives
- (1) A Passenger must submit claims directly to the Carrier and allow the Carrier 30 days or such time as prescribed by applicable law (whichever is the shorter time period) to respond directly to the Passenger before engaging third parties to claim on the Passenger's behalf.
  - (2) The Carrier will not consider or process claims submitted by a third party if the Passenger concerned has not submitted the claim directly to the Carrier and allowed the Carrier time to respond, in accordance with (1) above.
  - (3) If a Passenger does not have the capacity or the ability to submit a claim personally, the legal guardian or a representative of said Passenger may submit a claim to the Carrier on the Passenger's behalf. The Carrier may request evidence that the legal guardian or the representative has authority to submit a claim on the Passenger's behalf.
  - (4) A Passenger may submit a claim to the Carrier on behalf of other Passengers on the same booking. The Carrier may request evidence that the Passenger has the consent of other Passengers on the booking to submit a claim on their behalf.
  - (5) The Carrier will not consider or process claims submitted by a third party unless the claim is accompanied by appropriate documentation duly evidencing the authority of the third party to act on behalf of the Passenger.

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- (6) Passengers are not prohibited by this clause from consulting legal or other third-party advisers before submitting their claim directly to the Carrier.
- (7) Any payment or refund will be made by the method used for the original payment and to the person who purchased the ticket or additional service.

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## Rule 15 Rates and Charges-International Service†

### (A) Payment terms

- (1) Payment – outside of the Hold the Fare program  
 Unless the fare is purchased under the “Hold the Fare” program, all fares are due and payable on or by twelve o'clock midnight (mountain time) on the date on which the reservation is made.
- (2) Payment – purchases made using the Hold the Fare program  
 All fares under this program are due and payable on or within three days (72 hours) after the payment of the Hold the Fare fee.

### Hold the Fare Purchase Terms

- (a) Available for online purchase only. Persons with disabilities may contact the Carrier by phone to use this service if they are unable to use the carrier's website.
- (b) Only flights operated by the Carrier departing more than 30 days in the future are available under the Hold the Fare Program.
- (c) A maximum of 10 seats on any HTF-eligible flight will be available to be “held” under this program.
- (d) Each Passenger is charged a \$10 .00 – 11.80 CAD/USD non-refundable fee to hold the fare price. Upon payment of the fee, confirmed space is held on the flight.
- (e) If full payment is not received before the end of the three-day (72 hour) period, the flight is not ticketed and the fare and space on the flight are cancelled.
- (f) Reservations under the Hold the Fare program cannot be changed until full payment has been received by the Carrier. Once ticketed, the flight is subject to the change and cancellation terms outlined in Rule 15.

Fees are charged per Passenger and per fare component per Passenger. For example, if the Passenger(s) were to cancel one leg of the itinerary and then cancel the remaining reservation at a different time, the fee would be charged in both instances.

- (B) when a ticket is cancelled within 24 hours of purchase, and the flight departure is greater than 24-hour from the time of purchase, a full refund to original form of purchase including refundable taxes, fees and charges, without penalty can be obtained. Outside of 24 hours, for a non-refundable ticket, the Carrier does not refund any payment, including fare, taxes, fees, charges, or surcharges collected unless required by law or where such taxes were collected in error.

### (1) Cancellations

- (a) Cancellations – within 24 hours of booking

Applicable to all destinations but excluding flights

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 15 are effective December 5, 2022, pursuant to Order No. 2021-A-3 of the CTA.

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departing within 24 hours.

Basic	\$0
Econo	\$0
EconoFlex	\$0
Premium	\$0
PremiumFlex	\$0
Business	\$0
BusinessFlex	\$0

- (b) Applicable to tickets purchased on or before August 31, 2022:  
 Cancellations - travel departing in more than 60 days

Basic Fares are non-refundable. No changes are permitted.  
 Any unused Ticket amount is not available as a Travel Credit.

All flights except flights to or from Europe or the United Kingdom.

Econo	\$50
EconoFlex	\$25
Premium	\$50
PremiumFlex	\$0 for all flights
Business	\$100
BusinessFlex	\$0 for all flights

Flights to and from Europe or the United Kingdom

Econo	\$100 CAD or 68 Euro or 56 Pounds
EconoFlex	\$100 CAD or 68 Euro or 56 Pounds
Premium	\$100 CAD or 68 Euro or 56 Pounds
PremiumFlex	\$0 for all flights
Business	\$600 CAD or 396 Euro or 336 Pounds
BusinessFlex	\$0 for all flights

- (c) Applicable to tickets purchased on or before August 31, 2022:  
 Cancellations - travel departing within 60 days and Flight departures within 24hrs of booking

Basic Fares are non-refundable. No changes are permitted.  
 Any unused Ticket amount is not available as a Travel Credit.

All flights except flights to or from Europe or the United Kingdom.

Econo	\$100
EconoFlex	\$100
Premium	\$100
PremiumFlex	\$0 for all flights
Business	\$100
BusinessFlex	\$0 for all flights

Flights to and from Europe or the United Kingdom

Econo	\$250 CAD or 165 Euro or 138 Pounds
EconoFlex	\$250 CAD or 165 Euro or 138 Pounds
Premium	\$250 CAD or 165 Euro or 138 Pounds

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PremiumFlex \$0 for all flights  
 Business \$600 CAD or 396 Euro or 336 Pounds  
 BusinessFlex \$0 for all flights

- (d) Applicable to tickets purchased on or after September 1, 2022:  
 Cancellations - up to 2 hours before flight departure and flight departures within 24hrs of booking

Basic Fares are non-refundable. No changes are permitted. Any unused Ticket amount is not available as a Travel Credit.

All flights except flights to or from Europe, the United Kingdom, or Asia.

Econo \$100  
 EconoFlex \$0 for all flights  
 Premium \$100  
 PremiumFlex \$0 for all flights  
 Business \$100  
 BusinessFlex \$0 for all flights

Flights to and from Europe or the United Kingdom  
 Econo \$150 CAD/USD or 99 Euro or 83 Pounds  
 EconoFlex \$0 for all flights  
 Premium \$300 CAD/USD or 228 Euro or 192 Pounds  
 PremiumFlex \$0 for all flights  
 Business \$600 CAD/USD or 396 Euro or 336 Pounds  
 BusinessFlex \$0 for all flights

Flights to and from Asia  
 Econo \$150 CAD/USD or 15,794 JPY  
 EconoFlex \$0 for all flights  
 Premium \$300 CAD/USD or 31,587 JPY  
 PremiumFlex \$0 for all flights  
 Business \$600 CAD/USD or 63,174 JPY  
 BusinessFlex \$0 for all flights

- (e) Cancellations - Balance to original form of payment

Basic Fares are non-refundable. No changes are permitted. Any unused Ticket amount is not available as a Travel Credit.

Econo / EconoFlex / Premium / Business  
 Not available

PremiumFlex / BusinessFlex  
 \$0

- (2) Changes

For all bookings made more than 24 hours before the beginning of a scheduled Itinerary, the booking(s) can be changed (name or travel changes) or cancelled within 24 hours of booking for no fee; however, any difference in fare will apply. For all bookings made within 24 hours before the beginning of a scheduled

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Itinerary, change fees and fare rules will apply. Fees for changes or cancellations made more than 24hrs from the time of booking are outlined in 2(b) below.

(a) Name changes

Basic fares are non-refundable. No changes are permitted. Any unused Ticket amount is not available as a Travel Credit.

All flights except flights to or from Europe, the United Kingdom or Asia

Econo	\$100
EconoFlex	\$100
Premium	\$100
PremiumFlex	\$0 for all flights
Business	\$100
BusinessFlex	\$0 for all flights

Flights to and from Europe or the United Kingdom

Econo	\$150 CAD or 99 Euro or 83 Pounds
EconoFlex	\$150 CAD or 99 Euro or 83 Pounds
Premium	\$150 CAD or 99 Euro or 83 Pounds
PremiumFlex	\$0 for all flights
Business	\$ 150 CAD or 99 EURO or 83 Pounds
BusinessFlex	\$0 for all flights

Flights to and from Asia

Econo	\$150 CAD/USD or 15,794 JPY
EconoFlex	\$150 CAD/USD or 15,794 JPY
Premium	\$150 CAD/USD or 15,794 JPY
PremiumFlex	\$0 for all flights
Business	\$150 CAD/USD or 15,794 JPY
BusinessFlex	\$0 for all flights

(b) Changes to an Itinerary

With the exception of changes made within 24-hours of Booking (see above), passengers:

- (i) making changes to a higher fare product or flight shall, in addition to the change fee, pay the difference in fare and applicable taxes, fees, and charges;
- (ii) making changes to a lower fare product or flight, the applicable change fee will apply and any remaining difference will be refunded to a Travel Credit, except for Premiumflex and Businessflex, which are available to be refunded to original form of payment; or
- (iii) booked under a Basic fare are not permitted changes, and will forfeit all amounts paid.

(c) Changes to Itineraries made within 24 hours of booking with the exception of flights departing within 24 hours which are charged applicable fees as outlined in (e) below

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Basic	\$0
Econo	\$0
EconoFlex	\$0
Premium	\$0
Premium Flex	\$0
Business	\$0
Business Flex	\$0

- (d) Applicable to tickets purchased on or before August 31, 2022:  
 Change to Itineraries departing in more than 60 days

Basic fares are non-refundable. No changes are permitted.  
 Any unused Ticket amount is not available as a Travel Credit.

All flights except flights to or from Europe or the United Kingdom.

Econo	\$50
EconoFlex	\$25
Premium	\$50
PremiumFlex	\$0 for all flights
Business	\$100
BusinessFlex	\$0 for all flights

Flights to and from Europe or the United Kingdom

Econo	\$100 CAD or 68 Euro or 56 Pounds
EconoFlex	\$100 CAD or 68 Euro or 56 Pounds
Premium	\$100 CAD or 68 Euro or 56 Pounds
PremiumFlex	\$0 for all flights
Business	\$400 CAD or 264 Euro or 224 Pounds
BusinessFlex	\$0 for all flights

- (e) Applicable to tickets purchased on or before August 31, 2022:  
 Change to Itineraries departing within 60 days and flight departures within 24hrs of booking

Basic fares are non-refundable. No changes are permitted.  
 Any unused Ticket amount is not available as a Travel Credit.

All flights except flights to or from Europe or the United Kingdom.

Econo	\$100
EconoFlex	\$100
Premium	\$100
PremiumFlex	\$0 for all flights
Business	\$100
BusinessFlex	\$0 for all flights



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Flights to and from Europe or the United Kingdom

Econo	\$250 CAD or 165 Euro or 138 Pounds
EconoFlex	\$250 CAD or 165 Euro or 138 Pounds
Premium	\$250 CAD or 165 Euro or 138 Pounds
PremiumFlex	\$0
Business	\$400 CAD or 264 Euro or 224 Pounds
BusinessFlex	\$0 for all flights

- (f) Applicable to tickets purchased on or after  
 September 1, 2022:  
 Change to Itineraries up to 2 hours before flight  
 departure and flight departures within 24hrs of booking

Basic fares are non-refundable. No changes are permitted.  
 Any unused Ticket amount is not available as a Travel  
 Credit.

All flights except flights to or from Europe, the  
 United Kingdom or Asia

Econo	\$100
EconoFlex	\$0 for all flights
Premium	\$100
PremiumFlex	\$0 for all flights
Business	\$100
BusinessFlex	\$0 for all flights

Flights to and from Europe or the United Kingdom

Econo	\$150 CAD/USD or 99 Euro or 83 Pounds
EconoFlex	\$0 for all flights
Premium	\$300 CAD/USD or 228 Euro or 192 Pounds
PremiumFlex	\$0 for all flights
Business	\$500 CAD/USD or 381 Euro or 321 Pounds
BusinessFlex	\$0 for all flights

Flights to and from Asia

Econo	\$150 CAD/USD or 15,794 JPY
EconoFlex	\$0 for all flights
Premium	\$300 CAD/USD or 31,587 JPY
PremiumFlex	\$0 for all flights
Business	\$500 CAD/USD or 52,645 JPY
BusinessFlex	\$0 for all flights

- (C) In any case where, in accordance with this rule, a  
 Passenger is entitled to a non-refundable Travel Credit  
 that includes all amounts paid by the Passenger, in  
 association with the fare, taxes, fees, charges or surcharges.  
 The non-refundable Travel Credit shall be valid for one year  
 from the date of the credit's creation and may be used  
 towards the purchase of a future air-only booking with the  
 carrier. Any unused ticket amount, including all taxes fees  
 and charges, is not available for future Travel Credit.

- (D) Notwithstanding the above, the carrier reserves the right to  
 waive, in whole or part, the payment by any Passenger of a  
 change fee.

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(E) Same-Day changes

Where a passenger has requested, and been approved for a Same-day change as outlined in Rule 105(B)(2)(d), the following fees shall apply:

Flights between Canada and all destinations except Europe, the United Kingdom, or Asia.

Econo \$150-177 CAD/USD

EconoFlex No fee

Premium \$100-118 CAD/USD

PremiumFlex No fee

Business No fee

BusinessFlex No fee

Flights to and from Europe or the United Kingdom

Econo \$150-177 CAD/USD

EconoFlex No fee

Premium \$150-177 CAD/USD

PremiumFlex No fee

Business No fee

BusinessFlex No fee

Flights to and from Asia

Econo \$150-177 CAD/USD

EconoFlex No fee

Premium \$150-177 CAD/USD

PremiumFlex No fee

Business No fee

BusinessFlex No fee

(F) Contact centre fee:

For basic economy bookings, a fee of \$15 per booking will apply. The fee will be waived for any Passenger who is not able to use an available self-serve options to make the booking. The fee is non-refundable.

(G) Group fares

- (1) To qualify for a group fare, 10 or more Passengers must travel together on a common flight destination.
- (2) The Carrier requires a \$100 CAD/USD deposit per person at the time of booking. The deposit is not applicable toward final payment and once final payment is received the deposit will be refunded to the original form of payment.
- (3) Payment in full is required for all group bookings 30 days before departure.
- (4) Name changes made within 24 hours before departure shall be assessed a change fee of \$100 CAD/USD per name changed.
- (5) A cancellation fee of \$100 CAD/USD will be charged for any cancellation made within 30 days of departure. Remaining funds will be placed in a non-refundable credit.
- (6) 20 percent of the group may be released (i.e.: cancel) without loss of deposit up to the final

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payment due date.

- (7) Notwithstanding the above, the Carrier reserves the right to refund or provide a credit, in whole or part, for the deposit made by or for any Passenger.

(H) GST and HST exemptions

The GST/HST exemption rules for federal and provincial government departments have been agreed upon by the federal and provincial government bodies. The rules currently provide an exemption to the GST/HST for certain "listed entities" in the provinces of Quebec, Manitoba, Saskatchewan, Alberta, Northwest Territories, and the Yukon. Information on listed entities can be obtained by calling the Canada Revenue Agency at 1-800-959-8287. The exemption from GST/HST is only valid if the supply is sold to a listed entity for the official business of that entity and the purchase is paid for with "crown funds". Employees of listed entities purchasing travel for official business with their personal credit cards are not exempt.

It is the Passenger's responsibility to ensure that tax exemptions provided adhere to the exemption rules specific to the tax being exempted at any particular time and to ensure they are aware of the applicable rules at the time of granting any exemption.

(I) Hidden city/point beyond ticketing

- (1) The Carrier specifically prohibits the practices commonly known as hidden city/point beyond ticketing. Accordingly, a Passenger shall not purchase one or more tickets or fares in order to obtain a lower fare than could otherwise be applicable. A ticket is invalid if used for travel to a destination other than that specified on the ticket.

- (2) where a ticket is not valid as the result of the Passenger's non-compliance with any term or condition of sale, with this rule or applicable fare rule, or where one or more tickets have been issued in furtherance of a prohibited practice, the Carrier has the right in its sole discretion to:

- (a) cancel any remaining portion of the Passenger's itinerary or ticket;
- (b) refuse to board the Passenger or check-in the Passenger or the Passenger's baggage; or
- (c) assess the Passenger for the reasonable remaining value of the ticket, which shall be no less than the difference between the fare actually paid and the lowest fare applicable to the Passenger's itinerary.

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## Rule 25 Transportation of a Passenger with a Disability

### (A) Application

- (1) This rule applies to the transportation of persons with disabilities by the carrier, which is a Large Carrier ATPDR, on its international transportation services.
- (2) Pursuant to Rule 12 (a)5, this rule applies to the transportation of all persons with disabilities on all flights operated by the carrier. In the case of flights operated by another carrier (i.e.: a code-share flight), Passengers are advised that the rules to their transportation are those of the carrier identified on the ticket and not of the carrier operating the flight.
- (3) The carrier will provide services identified in this rule at no additional fare except for the provision of additional adjacent seating, for which the carrier requires the purchase of an additional fare.

### (B) Acceptance for carriage

- (1) The carrier will accept the determination made by or on behalf of a person with a disability as to their self-reliance, unless doing so would impose undue hardship on the carrier, for example, if it would jeopardize security, health or safety.
- (2) The carrier will not refuse to transport a person with a disability unless the transportation of the person would impose an undue hardship on the carrier, for example, if transportation of the person would jeopardize health or safety.
- (3) If the carrier refuses to transport a person with a disability for reasons related to their disability, it will, at the time of the refusal, inform the person of the reasons for the refusal. In addition within 10 days of the refusal, the carrier will provide the person with a written notice setting out the reasons for the refusal including:
  - (a) the evidence of undue hardship, such as a medical report, an expert opinion, or an engineering report that demonstrates that the risk is significant enough that it would be unreasonable to waive or modify a requirement;
  - (b) any relevant rule, policy, procedure or regulation; and,
  - (c) the duration of the refusal and the conditions, if any, under which the carrier would accept the person for transport.

Refer to: Rule 30, Refusal to transport.

### (C) Reservations and online services

- (1) If a person with a disability identifies the nature of their disability when making a reservation directly through the carrier, the carrier will:

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- (a) discuss with the person their needs in relation to their disability and the services offered by the carrier in relation to those needs;
    - (b) inform the person of the seats that are available in the class of service that the person has requested and that have equipment and facilities that best meet the accessibility needs of that person, such as wheelchair-accessible washroom or a passenger seat that has additional legroom, a larger seat pitch or movable armrests; and,
    - (c) inform the person of any safety-related rules or regulations whereby a person with a disability may be restricted from occupying a specific seat, such as a seat in an emergency exit.
    - (d) in assigning a passenger seat to a person with a disability, take into account the persons opinion with respect to which seats would best meet the accessibility needs of that person.
  - (2) The Carrier will advise the person if information and/or documents are required to assess their request, as per (F)(3) below. The Carrier will also advise the person that the information and or documents must be received a minimum of 48 hours before flight departure and that the assessment process may take up to two business days after the information and or documents are received. Should the information or documentation require validation, or consultation (in the case of a medical request), the Carrier will advise the Passenger of any delay and make every reasonable effort to accommodate.
  - (3) As an alternative means to using the Carrier's website to make or modify a reservation, the Carrier will offer to a person with a disability, the following means of communication: TTY service by calling 1-877-952-0100.
- (D) Written confirmation of services
- (1) The Carrier will, without delay, indicate in the record of a person's travel reservation the services that the carrier will provide to the person.
  - (2) The Carrier will include a written confirmation of the reserved services in the itinerary issued to the person.
  - (3) If a service is confirmed only after the itinerary is issued, the Carrier will provide, without delay, confirmation in writing.
- (E) Services for which no advance notice is required
- (1) The services identified in (3) below will be provided at no additional fare or charge.
  - (2) The Carrier will not require a person with a disability to file information and/or documents, including medical certificates, to support any request for services identified in (3) below.
  - (3) Regardless of when a person with a disability makes the request for the following services, the Carrier will:
    - (a) assist the person with checking in at the check-in counter;
    - (b) permit the person, if they are unable to use the automated self-service kiosk to advance to the front of the line at the check-in counter;



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- (c) if the person is in a wheelchair, a boarding chair or any other device in which they are not independently mobile while waiting at a terminal for departure after check in or in order to transfer to another segment of their trip, provide the person with a place to wait that is close to personnel who are available to provide assistance to the person and who will periodically inquire about the persons needs and attend to those needs;
- (d) assist the person in storing and retrieving their carry-on baggage or retrieving their checked baggage.
- (e) in the case of a person who is blind or has any other visual impairment,
  - (i) before departure, or as soon after departure as possible, describe the layout of the aircraft, including the location of washrooms, exits and the location and operation of any controls at the person's seat;
  - (ii) describe to the person, any food or beverage options offered onboard, all the food and beverages offered for consumption or providing a menu in large print or in Braille;
- (f) assist the person in accessing any entertainment content that is offered on-board;
- (g) before departure, provide the person with an individualized safety briefing and demonstration;
- (h) assist the person in moving between their passenger seat and a washroom, including by assisting them in transferring between their passenger seat and an on-board wheelchair;
- (i) provided it is safe to do so, permit a person to use the washroom that has the most amount of space regardless of where the washroom is located in any part of the aircraft, if the person needs an on-board wheelchair or the assistance of an Attendant person or Service dog to use a washroom;
- (j) if a meal is served on board to the person, assist the person with the meal by opening packages, identifying food items and their location, and cutting large food portions;
- (k) if a person is unable to use the call button to request assistance, periodically inquire about the person's needs; and
- (l) at participating airports, provide gate passes to allow a person assisting a person with a disability to accompany the person to the gate.

Note: For Carrier responsibilities related to disembarkation of persons with disabilities when a flight is delayed on the tarmac at an airport in Canada, see Rule 100.

(F) Services for which advance notice is required

- (1) The services identified in (3) below will be provided at no additional fare or charge, except for 3(b), the provision of an additional adjacent seat, for which the Carrier will require an additional fare to be purchased.

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#### Reasonable effort

- (2) In all instances, the Carrier will make every reasonable effort to provide a service requested by a person with a disability even if the person does not comply with any requirements in this section to provide advance notice or to provide information and/or documents to permit the Carrier to assess the request.

#### Services - 48 hours advance notice

- (3) Subject to the Carrier's requirement for a person with a disability to provide information and/or documents identified in (4) below, the Carrier will provide the following services if requested by a person with a disability at least 48 hours before the scheduled time of departure of the person's flight:
- (a) assigning a passenger seat to a person with a disability, taking into account the person's opinion with respect to which seats would best meet the accessibility needs of that person;
  - (b) provide additional adjacent seats, in the following three situations;
    - (i) when the person with a disability must travel with an Attendant for transport if, because of the nature of their disability, the person with a disability after departure and before arrival, needs:
      - (a) assistance with eating meals, taking medication, using the washroom;
      - (b) assistance with transferring to and from a passenger seat;
      - (c) assistance with orientation or communication; or
      - (d) physical assistance in the event of an emergency including the event of an evacuation or decompression;
    - (ii) when the size of a Service dog belonging to a person with a disability is such that the person's seat does not provide sufficient floor space for the dog to lie down at the person's feet in a manner that ensures the safety and well-being of the dog and the person; or
    - (iii) when a person with a disability needs more than one seat because of the nature of their disability, for example, if they are a person who has a fused limb or who is disabled by severe obesity.
  - (c) accept for transportation and mobility aid and/or other assistive device as per section (G) below;
  - (d) accept for transportation a Service dog, as per section (H) Acceptance of Service dogs;
  - (e) assist the person in proceeding to the boarding area after check-in;
  - (f) assist the person in proceeding through any security screening process at the terminal, including by
    - (i) providing personnel to assist the person through the process, or
    - (ii) collaborating with the relevant security authority to permit a person who is not traveling with a

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- person with a disability to have access to the security screening checkpoint so that they may assist the person with a disability to proceed through the process per Rule 25 (E)(3)(1).
- (g) Before boarding, transfer the person between the person's own mobility aid and a mobility aid provided by the Carrier;
  - (h) Permit the person to board in advance of other Passengers if:
    - (i) the person requests assistance with boarding, locating their passenger seat or cabin, transferring between a mobility aid and their passenger seat or storing carry-on baggage;
    - (ii) in the case where the person is blind or has any other visual impairment, the person requests a description of the layout or of the aircraft or of the location and operation of the controls at their seat; or
    - (iii) in the case where the person is disabled due to a severe allergy, and the person requests to clean their seat to remove any potential allergens;
- Note: The Carrier requires Passengers to be present at the time of the pre-boarding call in order to use this service. In the case of requests (i) and (ii) the Carrier may require the Passenger to be boarded after other Passengers.
- (i) Assist the person in boarding and disembarking;
  - (j) Before departure and on arrival at the destination, transferred the person between a mobility aid and the person's passenger seat;
  - (k) Provide the person with an onboard wheelchair;
  - (l) Provide the person with assistance accessing the onboard entertainment system via their personal device
  - (m) Establish a buffer zone around the passenger seat of a person who has a disability due to a severe allergy, by providing the person with the passenger seat that is in a bank of seats other than the bank of seats in which the source of the allergen is located;
  - (n) When requested by a person with a disability, the Carrier will ensure that any public announcement made on board is made in an audio format or a visual format.
  - (o) Assist the person in proceeding through border clearance (immigration and Customs)
  - (p) Assist the person in retrieving their checked baggage;
  - (q) Assist the person after disembarkation, in proceeding to the general public area;
  - (r) Assist the person after disembarkation, in proceeding to a location where they may receive assistance from either:
    - (i) an member of the terminal operator's personnel, who may assist the person in proceeding to the curbside zone, or
    - (ii) an member of the receiving Carrier's personnel who may transfer the person to another segment of their trip within the same airport



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Services - information and/or documents requirements:

- (4) Documentation required
  - (a) A medical certificate is required and additional documentation may be required to support a request for:
    - (i) adjacent seating for an attendant per (F)(3)(b)(i); or
    - (ii) adjacent seating to a person who has a fused or immobile limb per section (F)(3)(b)(iii); or
    - (iii) a buffer zone required by a person with a severe disabling allergy per (F)(3)(m).
  - (b) Detailed verbal information/credible assurance is required to support requests for
    - (i) a service dog to travel with a person with a disability, including disclosure of the task or service provided to the person
    - (ii) adjacent seating for service dog per section (F)(3)(b)(ii) to confirm the animal's weight and dimensions;
    - (iii) instruction on the disassembling and assembling of mobility aids per Rule 25 (G)(4)
- (5) Notwithstanding (4) above, the Carrier retains the right to require information and/or documents to assess any other requests for services to be provided, and to substantiate the fitness to travel of persons with disabilities, with the exception of those services identified in (E)(3) above.
- (6) Where the Carrier requires medical information, verbal information, or supporting documentation for a request for services identified in (4) above, the person must provide all requested documentation to the Carrier at least 48 hours, before the scheduled time of departure of the person's flight to ensure that the Carrier has sufficient time to assess the request and confirm as required.
- (7) The Carrier may not provide the services identified in (3) and (4) above if the Carrier has required information and/or documents and:
  - (a) any of the conditions referred to in (5) or (6) above are not met or the information and/or documents provided are not reasonably sufficient to permit the Carrier to assess the request;
  - (b) the Carrier cannot confirm the information provided by another party completing the information, for example, a physician in the case of a medical certificate
  - (b) the Carrier has made every reasonable effort to provide the service but cannot do so.
- (8) If, on the request of the Carrier, a person with a disability provides the Carrier with documentation in relation to a request for service, the Carrier will offer to retain an electronic copy of the documentation for a period of at least three years to permit the Carrier to use the documentation for the provision of the same service.

(G) Acceptance of mobility aids and other assistive devices

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#### Mobility aids

- (1) The Carrier will, on request, carry, free of charge and as priority baggage, a person with a disability's mobility aid, and will permit the person to retain their mobility aid until it becomes necessary to store it for carriage.
- (2) The Carrier will make every reasonable effort to permit a person with a disability who uses a walker or manual wheelchair to store it on board the aircraft, provided 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.
- (3) where the aircraft can transport the mobility aid, the Carrier will:
  - (a) disassemble and package, where necessary, the aid for transportation and unpackage and reassemble the aid upon arrival; and
  - (b) return the aid promptly upon arrival.
- (4) where the mobility aid needs to be disassembled and reassembled in order for it to be transported with the person who needs it, the Carrier will require that the person:
  - (a) provide the Carrier with instructions for the disassembly and reassembly of the mobility aid; and
  - (b) provide any specialized tools needed for assembling or disassembling the mobility aid
  - (c) allow sufficient time to handle and prepare the mobility aid for transport. The Carrier recommends that the Passenger check in thirty minutes before the recommended check in time.
- (5) Notwithstanding (4) above, the Carrier will make every reasonable effort to transport the mobility aid even if instructions for disassembly and reassembly are not provided by the person with a disability or the aforementioned times are not met.
- (6) The Carrier will refuse to transport a mobility aid where:
  - (a) the weight or size of the mobility aid exceeds the capacity of lifts or ramps,
  - (b) the doors to baggage compartments are too small for the mobility aid, or
  - (c) transportation of the mobility aid would jeopardize aircraft airworthiness or violate safety regulations.
- (7) When the Carrier refuses to transport a mobility aid for any of the reasons above, it will:
  - (a) at the time of the refusal, tell the person with a disability why their mobility aid was not accepted and provide the reason in writing within 10 days; and
  - (b) inform the person with a disability of alternative trips operated by the Carrier to the same destination on which their mobility aid can be transported, and offer to book this for the person at the lesser of the fare for the original trip and the fare for the alternative trip.

Note: For provisions related to limitations of liability regarding loss of, damage to, or delay in delivering mobility aids, refer to Rule 60 (I).

#### Other assistive devices

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

(H) Acceptance of service and emotional support dogs

The Carrier does not accept emotional support dogs for transport.

- (1) The Carrier will, on request, accept for transportation a Service dog, and will permit the Service dog to accompany the person on board subject to:
  - (a) any advance notice requirements contained in (F)(3) or,
  - (b) the time limits set out in (F)(6) and (7) where the Carrier requires the filing of additional information and/or documents and
  - (c) any requirements in (2) and (3) below.
  - (d) the provision of verbal credible assurance as required in (F)(4)(b)(i).
  - (e) the person must use appropriate control measures (defined as a harness or collar with a leash/tether) and the dog's control measure must have stitching or labelling that identifies the dog as a "Service Animal" or "Service dog".
    - (i) for all flights except flights to/from the U.S, the dog has been individually trained by an organization or individual specializing in service dog training.
    - (ii) for flights to/from the U.S., the dog has been individually trained to do work or perform tasks for the benefit of a qualified individual with a disability.
- (2) Transport of a Service dog accompanying a person with a disability will be free of charge (including both fees and fares) except in the case of (F)(3)(b)(ii), where the provision of an additional adjacent seat requires an additional fare to be paid to accommodate the size of the the Service dog.
- (3) The Carrier will make every reasonable effort to accept a Service dog for carriage if requested by a person with a disability even if the person does not provide advance notice or any information.
- (4) When travel involves more than one carrier, it is the responsibility of the person to verify the policy of each carrier involved in the itinerary and ensure that the requirements of each carrier have been met and that each carrier is aware of and has agreed to carry the service dog on its own aircraft.
- (5) The person is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through, in respect of the Service dog. In particular, the person is responsible for obtaining valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit of any service dog that is to accompany the person.

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- (6) The Carrier may refuse to transport a Service dog if the person with a disability fails to have in their possession documentation at the time of check-in which demonstrates that the dog has all the necessary valid health and vaccination certificates, entry permits and other documents required by each country, state or territory to be entered or transited.
- (7) The Carrier may refuse to transport a Service dog if the dog is not under the person's control, if it exhibits prohibited behaviours as outlined in Rule 30 (A)(9) or if the dog requires additional floor space and an additional fare was not paid for in advance. The Carrier will make every reasonable effort to accommodate the dog.
- (8) Except as may otherwise be provided for in this tariff, the Carrier will not be responsible in the event of injury, sickness and or death of a Service dog.  
 Exception: Should an injury to or death of a Service dog result from the negligence of the Carrier's representatives, the Carrier's liability will be limited to expeditiously providing, at its own expense, for the medical care, and if necessary, replacement of the dog.

Note: For more information, see Rule 30, Refusal to Transport.

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## Rule 30 Refusal to Transport

### (A) Applicability

- (1) A refusal to transport a Passenger only occurs in situations when the Carrier operates a flight on which the Passenger had a confirmed reservation but that specific Passenger is not permitted to continue their journey on that flight due to any reasons specified in the sections below. Refusal to transport can occur at the start of any journey or while the Passenger is enroute to their destination.
- (2) Flight delay, flight cancellation and denial of boarding do not constitute a situation of refusal to transport.

### (B) Refusal to transport - removal of Passenger

- (1) The Carrier will refuse to transport or will remove any Passenger at any point for any of the following reasons:
  - (a) Whenever it is necessary or advisable to:
    - (i) comply with any government regulation;
    - (ii) comply with any governmental request for emergency transportation; or
    - (iii) address events of force majeure.
  - (b) Search of Passenger and property  
 When the Passenger refuses to permit a search of their person or property for explosives or for concealed, prohibited, deadly or dangerous weapon(s) or article(s); or
  - (c) Proof of identity/age  
 When the Passenger refuses a request to produce government-issued identification to demonstrate proof of identity.  
 Note: The Carrier is required to screen each Passenger by looking at the Passenger, and in particular the Passenger's entire face, to determine if they appear to be 18 years of age or older.  
 The Carrier is also required to screen each Passenger who appears to be 18 years of age or older by comparing the Passenger, and in particular the Passenger's entire face, against one piece of government-issued photo identification that shows the Passenger's name and date of birth.
  - (d) Immigration or other similar considerations  
 When the Passenger is to travel across any international boundary, if:
    - (i) The travel documents of the Passenger are damaged, torn, delaminated or otherwise not in order; or,
    - (ii) For any reason the Passenger's embarkation, transit through, or entry into any country from, through, or to which the Passenger desires transportation would be unlawful or would otherwise not be permitted.
- (2) The Carrier will refuse to transport any Passenger that fails or refuses to comply with

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rules and regulations of the Carrier as stated in this tariff.

(a) Check-in and Boarding Time Limits

The recommended and required times shown below are the number of minutes before the scheduled departure time of the flight.

(i) Recommended times

The Carrier recommends that all Passengers follow the times outlined below.

Airport arrival	150 minutes
Baggage drop-off	90 minutes
Boarding gate arrival time	40 minutes

(ii) Required (cut-off) times

Checked baggage	60 minutes
Check-in	
- Calgary, Edmonton	
Toronto, Vancouver	75 minutes
- All other locations	60 minutes
Boarding	
- 787 Dreamliner	15 minutes
- All other aircraft types	10 minutes

Note 1: Baggage will be accepted up to three (3) hours before the scheduled time of flight departure at most locations. Checked Baggage is accepted until the Check-in Cut-Off Time.

Note 2: Passengers travelling with a pet in the cabin should allow an additional 30 minutes before check-in cut-off time.

Note 3: Passengers travelling with a pet in checked baggage must check-in 90\* minutes before the scheduled departure time. \* Some international airports will not check pets in more than 60 minutes before scheduled departure and U.S. airports will not check pets in more than 120 minutes before scheduled departure.

Note 4: Passengers travelling with oversized or overweight Baggage must check-in 30 minutes before the Check-in cut-off time.

Note 5: Passengers requiring the use of a wheelchair (their own or using a Carrier provided wheelchair) are recommended to check-in an additional 30 minutes before the check-in cut off times.

Note 6: Guests who no show will be refused transport.

(3) Passenger condition



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- (a) When the Passenger's actions or inactions prove to the Carrier that their mental, cognitive, or physical condition is such as to render them incapable of caring for themselves without assistance or medical treatment enroute unless:
  - (i) The Passenger is accompanied by an attendant who will be responsible for assisting with the Passenger's needs enroute 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 Passenger complies with requirements of Rule 25, Transportation of a Passenger with a Disability.  
 Exception: The Carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance, except where accepting the person could jeopardize security, health or safety as per Rule 25(B), acceptance for carriage.  
 Note if the Passenger is accompanied by an attendant and the Passenger is refused transport, then the attendant will also be refused transport and the two will be removed from the aircraft together.
  - (iii) When the Passenger has a contagious disease.
  - (iv) When the Passenger has an offensive odor.
  - (iv) When the Passenger presents a biohazard risk to Carrier employees and/or other Passengers due to emesis (vomit), urine, feces, or other bodily fluids.

#### (4) Medical clearance

When the Carrier determines, in good faith and using its reasonable discretion, that a Passenger'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 Passenger to provide a medical certificate that then may be assessed by the Carrier's own medical officer as a condition of the Passenger's acceptance for subsequent travel. The Carrier may refuse transportation to the person posing such hazard or risk. All fees or charges by third parties for the completion of medical forms or certificates will be the responsibility of the Passenger.

Note: Pregnant Passengers

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

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- without a medical certificate.
  - (ii) The Carrier recommends that expectant mothers who are in or beyond the 36th week of pregnancy check with their physician to ensure air travel is advisable. Expectant mothers may choose to carry a medical certificate, stating that their physician has examined her and found her to be physically fit for travel by air and her estimated delivery date.
- (5) Failure to provide a suitable escort
  - When the Passenger 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 Passenger will be refused transport. However, the Carrier will accept escorted Passengers under the following conditions when the Passenger 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) Only one high security or two medium security or two low security Passengers will be permitted on a flight. No more than two Passengers in any combination of the 3 risk rated scenarios is permitted on any flight (with a maximum of 1 high risk Passenger in all situations).
    - (c) Request for carriage is made at least 48 hours before scheduled departure.
    - (d) The escort must accompany the escorted Passengers at all times.
    - (e) Acceptance is applicable to transportation on flights marketed and operated by the Carrier only.
- (6) Service dog - Failure to Present Documentation, Inadequate Notice and Prohibited Conduct
  - Service dogs will be refused transport if:
    - (a) the person with a disability fails to have in their possession documentation at the time of check-in which demonstrates that the dog has all the necessary valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit.
    - (b) the Service dog is over the size allowance for a single Passenger seat and additional space was not requested in advance and cannot be arranged due to flight capacity limitations or in time to meet the Check In Cut-Off Time and Boarding Cutoff Time Limits in Rule 30 (B)(2).
    - (c) the person does not have the required control measures for the dog, or the control measures do not identify the dog as a "Service animal" or "Service dog".



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- (d) the Service dog was running freely.
  - (e) the Service dog was barking or growling repeatedly at other persons
  - (f) the Service dog bit another Passenger, an employee or contractor of the Carrier, or another person at the airport or onboard the aircraft.
  - (g) the Service dog was jumping on people.
  - (h) the Service dog urinated or defecated in the cabin or gate areas.
  - (i) the Service dog was causing significant disruption in the cabin or at an airport gate area.
- (C) Passenger's conduct - refusal to transport- 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 passengers (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 Passengers or Carrier's employees, interfere with an air crew member in the performance of their 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 (including travel involving pregnant Passengers or unborn children) 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 their 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

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recording images or data, by any electronic means, of other Passengers 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 Passengers 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 weapons(s). however, the Carrier will carry law enforcement or armed forces personnel who meet the qualifications and conditions established under governmental authority.
- (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 Passenger has engaged in prohibited conduct described above, the Carrier may impose any combination of the following sanctions:
  - (a) Removal of the Passenger at any point.
  - (b) Probation: At any time, the Carrier may stipulate that the Passenger is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the Carrier to provide transport to the Passenger. Such probationary conditions may be imposed for any length of time which, in the exercise of the Carrier's reasonable discretion, is necessary to ensure the Passenger continues to avoid prohibited conduct.
  - (c) Refusal to transport the Passenger: 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 Passenger no longer constitutes a threat to the safety of other Passengers, air crew or the aircraft or to the comfort of other Passengers 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 an air crew member's duties despite verbal warnings by the air crew to stop such behavior.
    - (ii) The person injures an air crew member or other Passenger or subjects an air crew

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member or other Passenger 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 tariff, including recourses provided in the Carrier's frequent flyer program or the filing of criminal or statutory charges.

- (3) Costs resulting from prohibited conduct the Passenger(s) who engage in any of the prohibited conduct described above (including the conduct listed in Rule 30(C)(2)(d)(i) to (iv)) shall be liable to the Carrier for any and all claims, damages, losses, fines, penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever (including but not limited to interest, court costs and attorney's fees), which in any way arises out of or result from the prohibited conduct, including but not limited to injury to or death of any person, damage to or destruction of any property, real or personal, and liability or obligations under or with respect to any violation of law or regulation.
- (D) Recourse of the Passenger/limitation of liability
  - (1) The Carrier's liability is subject to Rule 105 in case of refusal to transport a Passenger for a specific flight or removal of a Passenger en route for any reason specified in the foregoing paragraphs, the liability of the Carrier will be limited to the recovery of the refund value of the unused portion of the Passenger's ticket.
  - (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 they believe they no longer pose a threat to the safety or comfort of Passengers 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 Passenger 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.
  - (4) Except as otherwise provided for in this rule and to the extent permitted by law, the Carrier shall not be liable to any Passenger or other person for refusing to board or transport that Passenger or any person on any aircraft at any point in the

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flight; nor shall the Carrier be liable to any of the Passengers or other person for exercising its discretion not to refuse to board or transport or remove any Passenger or other person on or from the aircraft.

- (5) For services departing the European Union (EU), the Carrier will apply the provisions of EC Regulation no. 1107/2006.
- (6) For services departing Mexico, the Carrier will apply the provisions of the civil aviation law, Passenger rights.

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## Rule 35 Acceptance of Children†

- (A) Accompanied  
 Children under five (5) years of age will be accepted for transportation when accompanied by their parent or a Passenger who is at least 16 years of age. Children over the age of 5 and under 12 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a Passenger at least 12 years of age.
- (B) Unaccompanied  
 The Carrier does not offer unaccompanied minor service on international flights.
- (C) Infants  
 An infant under 2 years of age not occupying a seat and accompanied by a Passenger at least 16 years of age or their parent will be transported without charge. A birth certificate is required for all infants under the age of two, other documents such as letter of travel consent signed by parent(s) or guardian(s) may also be required. If a lap held infant turns two years old within 30 days of the return flight, a fare must be purchased for the child.
- (D) Guardian fare policy and procedures  
 The Carrier offers a discounted guardian fare which allows a Passenger to accompany a child to a destination and return at a later time to collect the child. The specific terms and conditions applicable to the discounted guardian fare follow.
  - (1) A guardian qualifies for a discounted fare under this program, provided they are at least 18 years of age. The child(ren) may be between two and 11 years of age.
  - (2) This program is not available for travel on code-share flights.
  - (3) All reservations are based upon availability.
  - (4) The guardian (or guardians) must be assigned at the time of booking and will be fully responsible for the transportation of the child(ren).
  - (5) The fare for children traveling on the guardian fare program is based on the rate available at time of booking.
  - (6) The guardian will receive a fifty percent reduction off the lowest fare available at the time of their reservation.
  - (7) The guardian fare is only valid for one person travelling with the child(ren).
  - (8) The guardian may travel with more than one child.
  - (9) Two separate people may be designated as guardians at the time of travel - one person travelling on the outbound flight, and a different person traveling on the return flight.
  - (10) The scheduled departure time for the return flight

† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 35 are effective December 5, 2022, pursuant to Order No. 2021-A-3 of the CTA.

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must be within 24 hours of the original flight (based on the time of the original departure city). If the next available flight is not within this 24-hour time restriction, the guardian fare will not be booked, no exceptions.

- (11) The guardian's reservation is created under a separate reservation code from the child(ren).
- (12) Guardian fare bookings can only be made and modified through the Carrier's reservation centre.
- (13) Once the outbound portion of the flight(s) has been taken, any cancellation of additional flights on the guardian's reservation will result in a full loss of the remaining fare, taxes, fees, charges and surcharges associated. No compensation will be issued in any form.



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## Rule 55 Limitation of Liability - Passengers

- (A) For travel governed by the Montreal Convention  
 For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.
- (B) For travel governed by the Warsaw Convention  
 Carriage hereunder may be subject to the rules and limitations relating to liability established by the Warsaw Convention, or such convention as amended, unless such carriage is not "international carriage" as defined by the Warsaw Convention.
- (C) For travel governed by either the Montreal Convention or the Warsaw Convention  
 Nothing herein shall be deemed to affect the rights and liabilities of the Carrier with regard to any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a Passenger. the Carrier does not maintain, operate or provide ground transportation between airports, or between airports and city centres. Any such services are performed by independent contractors who are not, and shall not be deemed to be the agents of employees of the Carrier. The Carrier shall not be liable for the acts or omissions of any such independent contractors.
- (D) The Carrier will not be responsible for errors or omissions in this tariff or in other representations of schedules, fares, or other terms and conditions.
- (E) The Carrier will not be responsible or liable for a Passenger missing a connection that is not included in the itinerary set out in the ticket.
- (F) The Carrier will not be responsible or liable for a Passenger missing a cruise, rail journey, or any other booking not made with the Carrier by reason of an insufficient amount of time between the scheduled arrival of a flight included in the itinerary set out in the ticket and the scheduled departure of the cruise, rail journey, or any other booking not made with the Carrier.

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## Rule 60 Limitation of Liability for Baggage or Goods

- (A) If the Passenger's baggage does not arrive on the same flight as the Passenger, the Carrier will take steps to deliver the baggage to the Passenger's residence/hotel as soon as possible. The Carrier will take steps to inform the Passenger on the status of the baggage and will ensure the Passenger has their incidentals covered or an overnight kit as required. Incidental authorization is CAD 100 for the first 48 hours then an additional CAD 150 after 48 hours. This does not limit or reduce the Passenger's right to claim damages, if any, under the applicable convention or law.
- (B) For travel governed by the Montreal Convention the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.
- (C) For travel governed by the Warsaw Convention Carrier liability for the loss of, damage to or delay in the delivery of any personal property, including baggage which are carried as checked baggage and goods, is limited to the sum of, a maximum of 17 SDRs per kilogram for checked baggage and 332 SDRs for carry-on baggage, except for mobility aids, unless the Passenger at the time of presenting such baggage or goods for transportation, has declared a higher value and paid an additional charge in accordance with this rule.  
 In the case of loss, damage or delay of part of property carried as checked baggage, the weight to be taken into consideration in determining the amount to which the Carrier's liability is limited shall be only the total weight of the property lost, damaged or delayed. Nevertheless, when the loss, damage or delay of a part of the property affects the value of other property covered by the same baggage check, the total weight of the property covered by the baggage check shall also be taken into consideration in determining the limit of liability.
- (D) 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.
- (E) For travel governed by either the Montreal Convention or the Warsaw Convention  
 If the Passenger does elect to declare a higher-value an additional charge shall be payable and the Carrier's liability will not exceed the higher value declared. The additional charge shall be calculated as follows:



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- (1) The amount of the Carrier's basic liability for itineraries governed by the Montreal Convention set out above shall be up to 1,288 SDRs including incidental expenses unless excess valuation has been purchased;
  - (2) No charge shall be payable on that part of the declared value which does not exceed basic Carrier liability;
  - (3) For that part of the declared value which does exceed basic Carrier liability (excess valuation), a charge shall be payable at the rate of USD/CAD \$10.00 to a maximum total liability of USD/CAD \$3,000.00 including basic Carrier liability.
  - (4) The liability limit does not apply if it is proved that the damage resulted from an act or omission of the Carrier, its servants or agents, done with intent to cause damage provided that in the case of the agent or servant it is proved that such servant or agent was acting within the scope of its employment.  
 no action will be taken against the Carrier in case of loss or delay in the delivery of checked and unchecked baggage unless the Passenger complains in writing to the Carrier within:
    - (a) 21 days from the date on which the baggage has been placed at the Passenger's disposal (in the case of delay); or,
    - (b) 21 days from the date on which the baggage should have been placed at the Passenger's disposal (in the case of loss).
- (F) In the case of damage to checked baggage, the Passenger must complain to the Carrier immediately after discovery of damage, and at the latest, within seven days from receipt of the baggage. 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. In the carriage of baggage, the liability of the Carrier in the case of destruction, loss, damage or delay is limited to the liability amounts set out above for each Passenger, not per bag.

Exception: If the Passenger makes a special declaration and has paid the applicable excess valuation fee, the Passenger will be provided with the relevant coverage rather than what is outlined above.

In any event, the Carrier shall not have any liability under this tariff for any loss or claim where Passenger has made a misrepresentation regarding proof of amount of loss or the circumstances regarding submission of proof of amount of loss. In the

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case of damage caused by delay the liability of the Carrier is determined per Passenger, not per bag.

- (G) In no case shall the Carrier's liability exceed the actual loss reasonably suffered by the Passenger. All claims for loss or damage to baggage or goods are subject to proof of amount of loss. The Carrier is entitled to disallow claims where a Passenger fails to provide proof of loss in the form of receipts unless other sufficient proof of loss is provided.
- (H) For travel that is not governed by the Montreal Convention or the Warsaw Convention, Carrier liability for the loss of, damage to or delay in the delivery of any personal property, including baggage which are carried as checked baggage and carry-on baggage is limited to a maximum of 1,288 special drawing rights per Passenger.
- (I) Refund of baggage fees  
 If a Passenger's baggage is damaged or lost, the Carrier will refund the fees paid for that baggage.
- (J) Mobility aids  
 If a mobility aid of a person with a disability is not retained by the person during carriage and it is damaged, destroyed, or lost during transport, the Carrier will:
  - (i) provide the person with a temporary replacement mobility aid that meets their needs in relation to their mobility and that they are permitted to use until their mobility aid is returned to them or is repaired or replaced or until they are reimbursed by the Carrier for the loss of the mobility aid;
  - (ii) reimburse the person for expenses they have incurred because the mobility aid was damaged, destroyed or lost;
  - (iii) in the case of a damaged mobility aid, arrange for the repair of the mobility aid and return it to the person without delay or, in the case of a damaged mobility aid that cannot be adequately repaired,
    - (a) replace the damaged mobility aid with the same model of mobility aid or if the same model is not available, a model that has equivalent features and qualities of the damaged mobility aid and that meets the person's needs in relation to their mobility, or
    - (b) reimburse the person for the full replacement cost of the mobility aid
  - (iv) In the case of a destroyed mobility aid or mobility aid that is not returned to the person within 96 hours after their arrival at their destination:
    - (a) replace the destroyed or lost mobility aid with the same model of mobility aid or if the same model is not available, a model that has equivalent features and qualities as the destroyed or lost mobility aid and that meets the person's needs in relation to their mobility, or
    - (b) reimburse the person for the full replacement cost of the mobility aid.

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#### Rule 65 Tickets

- (A) No person shall be entitled to transportation except upon presentation of a valid confirmation number and acceptable photo identification.
- (B) Tickets are not transferable and the Carrier is not liable to the owner of the ticket for honouring or refunding such ticket when presented by another person.
- (C) The Carrier does not accept paper tickets generated by any other air Carrier or its agent.

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## Rule 70 Confirmation of Reserved Space†

A reservation of space on a given flight is valid when the availability and allocation of such space is confirmed by the Carrier to a person subject to payment or other satisfactory credit arrangements. A Passenger with a valid confirmation number reflecting reservations for a specific flight and date on the Carrier is considered confirmed, unless the reservation was cancelled due to one of the reasons indicated in Rule 15(B). The Carrier does not guarantee any specific seat.

### (A) Passenger's responsibility

- (1) The Passenger or Passenger's agent (examples: travel agent, other carrier, etc.) must provide the Carrier with the Passenger's e-mail address and/or telephone number at the time of booking and shall update the Carrier with changes to ensure communications can be received by the Passenger before or during travel.
- (2) It is the responsibility of the Passenger to accept receipt of the Carrier's emailed schedule change notifications or notifications from the entity where they booked (example: travel agent, other Carrier, etc.) to ensure they are aware of their itinerary and can adjust their plans accordingly as schedules are subject to change.
- (3) Pursuant to Rule 30 Refusal to Transport (B)(2), the Passenger 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 of the Carrier. Flights will not be delayed for Passengers who have not completed these pre-boarding Requirements and the Passenger will be considered a No show.
- (4) The Carrier will not be liable for loss or expense due to the Passenger's failure to comply with A(3), above. Any amounts paid for the ticket, including fare, fee, charge, surcharge, and tax paid by a Passenger or Passengers are forfeited in the event the Passenger(s) fail(s) to meet the check-in cut-off times or boarding cut-off times, and is considered a No show.

### (B) Seat selection - Policy and procedures

Terms and conditions of seat selection are as follows:

- (1) Availability of seats is determined by the type of aircraft operating a selected flight and the fare level purchased.
- (2) Seat selection may not be offered on some flights based on operational restrictions.
- (3) Some seats will be unavailable due to operational requirements.
- (4) Seat selection is an option available to all Passengers; However this option may not be

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 70 are effective December 5, 2022, pursuant to Order No. 2021-A-3 of the CTA.

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- available through some reservation channels. Not all seats will be available to all fare types.
- (5) Passengers with disabilities may request a seat by contacting the carrier's call centre.
  - (6) **Seat** selection for a fee is an option available up until two (2) hours before flight departure through the carrier's website, and up until 60 minutes before flight departure through the carrier's reservation centre (with the exception of the premium and business fare type which have the option of selecting a seat at no additional charge).
  - (7) Within 24 hours of flight departure, standard seat selection is available at no charge through the carrier's website. A fee may be charged for preferred or exit row seat selection.
  - (8) Seat selection is not guaranteed and may be subject to change/cancellation based on operational requirements.
- (C) **Seat selection fees**
- (1) Seat selection fees are shown in Canadian dollars, and may be payable in the currency of the reservation as per Rule 5.
  - (2) Seat selection fees are calculated per segment (i.e. as identified by a change in flight number) for each direction of travel from the origin point to the destination point.
  - (3) For round -trip reservations, seat selection fees are charged for each direction of travel. For multi-segment flights, the fees are charged per segment. Different seat fees apply based on seat type.
  - (4) The addition of a seat selection to a new or existing reservation is not considered a change to the reservation, and therefore will not incur a change fee. Changes to seat type - Passengers who have purchased a regular seat and request a move to an emergency exit row seat will be required to pay any increase in the fee; a refund or credit will be issued for a decrease in fee amount. where taxes are applicable to the flight, they shall also be applicable for seat selection fees.

with the purchase of a Basic fare, seating will be charged as follows:

A regular seat	\$10-200
A preferred seat	\$10-200
An exit row seat	\$10-200
A seat in Premium/Business	Excluded

with the purchase of an Econo fare, seating will be charged as follows:

A regular seat	\$5-200
A preferred seat	\$5-200
An exit row seat	\$5-200
A seat in Premium/Business	\$20-5000

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with the purchase of an EconoFlex fare, seating will be charged as follows:

A regular seat	\$5-200
A preferred seat	\$5-200
An exit row seat	\$5-200
A seat in Premium/Business	\$20-5000

Premium/Business seats fees are included in the purchase of A Premium/Business Fare.

Preferred seat - A seat that may have extra leg room, or is otherwise located in front of the wing but behind the designated premium rows. Otherwise a row can be considered preferred if it is located in front of the wing.

Upgrades to Premium or Business may be purchased at check in - if available.

- (D) Changes and cancellations to an advance seat selection. This section only deals with changes or cancellations made to a reservation where a seat selection fee is present.
- (1) Changes to a seat selection on a reservation will not incur a change fee.
  - (2) 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 Passengers affected thereby and, in connection therewith, the Carrier may provide a refund as required by the APPR, or a credit to any Passenger in respect of such cancellation or change.
  - (3) Notwithstanding the above, the Carrier reserves the right to accommodate the Passenger with seating in a comparable seat, or the best seat available at the time, or to provide a refund in the form of a non-refundable credit or refund for the fees associated with the seat.
- (E) The Carrier will make reasonable efforts to ensure that children are seated with their accompanying parent or guardian. The Carrier provides Passengers the option to pre-purchase seat selection (Rule 70) up to 24 hours before departure but there is no obligation to do so.
- (1) In order to facilitate the assignment of a seat to a child or minor who is under the age of 14 years in close proximity to a parent, guardian or tutor, the Carrier will, when possible, assign a seat before check-in to the child or minor that is in close proximity to their parent, guardian or tutor at no extra cost.
  - (2) If the Passenger is assigned a seat that is in a lower class of service than their ticket provides, the Carrier will reimburse the difference in price between the classes of service, but if the Passenger chooses a seat that is in a higher class of service than the ticket provides, the Carrier will request supplementary payment representing the price



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- difference between the classes of service.
- (3) If the Carrier is unable to assign seats before check in, the Carrier will facilitate seat assignment at the time of check-in or at the boarding gate and will make all reasonable attempts to do so.
  - (4) If the Carrier is unable to assign seats at the time of check in, the Carrier will ask for volunteers to change seats at the time of boarding. If there are no volunteers, the Carrier will once again ask for volunteers to change seats before take-off.
  - (5) In the case of a child who is four years of age or younger, the Carrier will facilitate the assignment of a seat that is adjacent to their parent, guardian or tutor's seat.
  - (6) In the case of a child who is 5 to 11 years of age, the Carrier will facilitate the assignment of a seat that is separated from the parent, guardian or tutor's seat by no more than one seat.
  - (7) In the case of a minor who is 12 or 13 years of age, the Carrier will facilitate the assignment of a seat that is separated from the row of their parent, guardian or tutor's seat by no more than one row.

Notwithstanding the above, the Carrier reserves the right to accommodate affected Passenger(s) with seating in a comparable seat(s), or the best seat(s) available at the time, or to provide a refund in the form of a non-refundable credit or refund for the fees associated with the seat(s).

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## Rule 75 Schedule Irregularities

### (A) General

Schedules are not guaranteed. Flight schedules are subject to change without notice, and the times shown on the Carrier's published schedules, tickets, timetable and advertising are not guaranteed and form no part of this contract. 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 of representation regarding the dates or times of departure or arrival, or of the operation of any flight. The Carrier will give priority assistance to any person with a disability

### (B) Definitions

- (1) "Schedule irregularities" means any change of schedules, flight times, routing, stops, equipment, and/or service that is not governed by the APPR (see Rule 100).

### (C) Change in schedule

- (1) The Carrier will make all reasonable efforts to transport the Passenger and their baggage at the times indicated in its published schedules and timetables.
- (2) The Carrier will make all reasonable efforts to inform Passengers of schedule changes and, to the extent possible, the reason for the change.
- (3) Subject to the APPR, the Carrier shall not be liable for damage occasioned by denial of boarding 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. The Carrier will take all measures that can reasonably be required to avoid or mitigate the damage caused by the advance flight departure, overbooking and cancellation.
- (4) Downgrade refunds will be limited to the fare difference between classes of service.
  - (a) The Passenger will also have the option to cancel booking and refund to original form of payment. The cancellation fee will be waived.
  - (b) A downgrade refund will be determined once travel is complete.



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## Rule 80 Application of Fares and Routings

- (A) General  
The price of transportation shall be disclosed at the time of confirmation, however, fares are subject to change without notice.
- (B) Currency  
All fares and charges are stated in the currency of the country from which the Passenger will initiate travel.
- (C) Fare changes  
The Carrier's fares are changed from time to time.
- (D) Connecting flights  
When an area is served by more than one airport and a Passenger arrives at one airport and departs from another airport, transportation between those airports must be arranged by and at the expense of the Passenger.
- (E) Routing  
A fare applies only to:
  - (1) Transportation via the routing specified by the Carrier in reference to that fare. Any other routing may subject the Passenger to an additional charge.
  - (2) Transportation between the airports. Tickets may not be issued or accepted for transportation that will either originate or terminate at an airport other than the airport for which the fares are published.
- (F) Infants  
One infant under two (2) years of age not occupying a seat and accompanied by their parent or a Passenger at least 16 years of age will be transported without charge. A birth certificate is required for all infants under age two (2).
- (G) Guardian fare  
The guardian fare will allow parents or guardians 18 years of age or older to escort child Passengers between two (2) and 11 years of age, at a discounted rate, to their destination and then return immediately to their city of origin.

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## Rule 85 Acceptance of Baggage †

### (A) Acceptance of carry-on baggage

All carry-on baggage must be stored in an overhead bin or placed completely under the seat directly in front of the Passenger.

The Carrier can accept one (1) carry on item per fare paying Passenger and one (1) personal item per fare paying Passenger on flights to all destinations. In all cases, the items may not exceed the applicable measurements outlined below:

- (1) Carry-on item: maximum size of  
 53 cm x 23 cm x 38 cm  
 (21 inches x 9 inches x 15 inches)
- (2) Personal item: maximum size of  
 41 cm x 15 cm x 33 cm  
 (16 inches x 6 inches x 13 inches)

In the interest of Passenger safety within the cabin, the Carrier also reserves the right to check any carry-on baggage that does not fit due to bulkouts within the cabin.

Any item larger than the carry-on baggage size and any item exceeding the carry-on and personal item allowance will be checked to the Passenger's destination.

A gate checked baggage fee of \$100 CAD will apply.

### (B) Acceptance of checked baggage

Checked Baggage is accepted until the check-in cut-off time limit outlined in Rule 30(B)(2) and provided that there is available space as follows:

- (1) Checked baggage up to 23kg (50lbs) with combined dimensions, defined as length plus width plus height, of 157 cm (62 inches).
- (2) A first, second, third or fourth piece of checked baggage within the weight and size limits defined in (B)(1) above will be charged according to the fee tables below with the exception of Passengers (excluding infants) travelling with WestJet Encore which has a limit of three (3) total checked bags or, Passengers travelling to/from Cuba, Jamaica or Trinidad and Tobago, where a maximum of two (2) checked bags are permitted.
- (3) Oversized baggage in excess of the combined dimensions of 157 cm (62 inches) but not exceeding 203 cm (80 inches) will be accepted to/from all destinations (except Cuba, Jamaica or Trinidad and Tobago as oversized baggage is not permitted), subject to the fees in the tables below. Baggage with combined dimensions exceeding 203 cm (80 inches) will not be accepted for transport.

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† Tracked changes applicable to/from Canada and annotated throughout the entirety of Rule 85 are effective December 5, 2022, pursuant to Order No. 2021-A-3 of the CTA.

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- (4) overweight baggage: more than 23 kg (50 lbs) but not exceeding 45 kg (100 lbs) will be accepted to all destinations (except flights to and from all destinations in Europe where the maximum weight must not exceed 32 kg (70 lbs)), subject to the fees in the tables below. Baggage over 45 kg (100 lbs) will not be accepted for transport.
- (5) Combined excesses: An item of baggage that exceeds the baggage allowance, is oversize or overweight will be subject to all applicable combinations of fees.
- (a) The Carrier will not check baggage to a final destination other than the one indicated on the Passenger's reservation.
- (b) All baggage must have a baggage tag attached with the Passenger's current name, address and contact telephone.
- (c) Passengers travelling with an infant or child will be permitted to bring one diaper bag or a personal item for the child/infant and may be permitted additional infant equipment (such as a car seat, stroller, etc.) at no charge as follows:

	Carry-on baggage	Car seat for use onboard	Infant equipment (E.g. car seat, stroller playpen etc.)
Infant: lapheld or in an extra seat	Not permitted	Not permitted	Two items, plus one item in checked baggage OR Two items in checked baggage
Infant or child in a purchased seat	One	One	One item door delivered OR One item in checked baggage

- (C) Checked baggage fees:  
 Baggage fees are charged as outlined and noted below (unless exemptions are stated):

#### Definitions

Airport check-in baggage fees are defined as baggage fees paid at an Airport within 24hrs of scheduled flight departure.

Check-in baggage fees are defined as baggage fees paid for during check-in, either online or at the airport within 24 hours of scheduled flight departure.

Pre-paid baggage fees are defined as baggage fees paid at time of booking or post booking up until 24 hours before scheduled flight departure.

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Self-Serve check-in baggage fees are defined as baggage fees paid online through a self-serve check-in channel, within 24hrs of scheduled flight departure.

Baggage fees are refundable to the original form of payment in the event of an itinerary cancellation. All baggage fees are otherwise non-refundable and non-creditable, with the exception of any refunds required under Rule 60 (J).

All flights except flights to or from Europe, the United Kingdom, or Asia.

Pre-paid baggage fees:

Fare Type	First Note 2/3	Second Note 2/3	Third Note 2/3/4
Currency	CAD	CAD	
Basic	\$30	\$50	\$100 (Per item)
Econo Fare Note 6	\$30	\$50	\$100 (Per item)
Econo Flex Fare Note 6	\$0	\$50	\$100 (Per item)
Premium, Premiumflex, Business, Businessflex Fare Note 6	\$0	\$0	\$100 (Per item)
WestJet Vacations Note 6/7	\$30	\$50	\$100 (Per item)
WestJet RBC World Elite Master Card Primary Card Holders	\$0	\$50	\$100 (Per item)
Delta Silver Members Note 8	\$0	\$50	\$100 (Per item)
Excess Valuation \$10 (per item)			

Tariff: WS1 - CTA No. 518 DOT No. 874  
 Carrier: WestJet - WS

Check-in bag fees for tickets purchased before 27 April 2022:

Fare Type	First Note 2/3	Second Note 2/3	Third Note 2/3/4
Currency	CAD	CAD	
Basic	\$30	\$50	\$100 (Per item)
Econo Fare Note 6	\$30	\$50	\$100 (Per item)
Econo Flex Fare Note 6	\$0	\$50	\$100 (Per item)
Premium, Premiumflex, Business, Businessflex Fare Note 6	\$0	\$0	\$100 (Per item)
WestJet Vacations Note 6/7	\$30	\$50	\$100 (Per item)
WestJet RBC World Elite Master Card Primary Card Holders	\$0	\$50	\$100 (Per item)
Delta Silver Members Note 8	\$0	\$50	\$100 (Per item)
Excess Valuation	\$10 (per item)		

Tariff: WS1 - CTA No. 518 DOT No. 874  
 Carrier: WestJet - WS

Check-in bag fees for tickets purchased on or after April 27 2022 and until January 16 2023 for travel anytime:

Fare Type	First Note 2/3	Second Note 2/3	Third Note 2/3/4
Currency	CAD	CAD	CAD
Basic	\$40	\$60	\$100 (Per item)
Econo Fare Note 6	\$40	\$60	\$100 (Per item)
Econo Flex Fare Note 6	\$0	\$60	\$100 (Per item)
Premium, Premiumflex, Business, Businessflex Fare Note 6	\$0	\$0	\$100 (Per item)
WestJet Vacations Note 6/7	\$40	\$60	\$100 (Per item)
WestJet RBC World Elite Master Card Primary Card Holders	\$0	\$60	\$100 (Per item)
Delta Silver Members Note 8	\$0	\$60	\$100 (Per item)

Excess Valuation \$10 (per item)

Check-in bag fees for tickets purchased on or after 17 January 2023, for travel anytime:

For travel to/from Canada and/or the U.S.:

A. Self-Serve Check-in baggage fees:

Fare Type	First Note 2/3	Second Note 2/3	Third Note 2/3/4
Currency	CAD	CAD	CAD
Basic	\$40	\$60	\$100 (Per item)
Econo Fare Note 6	\$40	\$60	\$100 (Per item)
Econo Flex	\$0	\$60	\$100 (Per item)

Tariff: WS1 - CTA No. 518 DOT No. 874  
 Carrier: WestJet - WS

Fare  
 Note 6

Premium, Premiumflex, Business, Businessflex Fare Note 6	\$0	\$0	\$100 (Per item)
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WestJet Vacations Note 6/7	\$40	\$60	\$100 (Per item)
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WestJet RBC World Elite Master Card Primary Card Holders	\$0	\$60	\$100 (Per item)
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Delta Silver Members Note 8	\$0	\$60	\$100 (Per item)
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Excess Valuation \$10 (per item)

B. Airport Check-in baggage fees:

Fare Type	First Note 2/3 CAD	Second Note 2/3 CAD	Third Note 2/3/4 CAD
Basic	\$50	\$70	\$110 (Per item)
Econo Fare Note 6	\$50	\$70	\$110 (Per item)
Econo Flex Fare Note 6	\$0	\$70	\$110 (Per item)
Premium, Premiumflex, Business, Businessflex Fare Note 6	\$0	\$0	\$110 (Per item)
WestJet Vacations Note 6/7	\$50	\$70	\$110 (Per item)
WestJet RBC World Elite	\$0	\$70	\$110 (Per item)



Tariff: WS1 - CTA No. 518 DOT No. 874  
 Carrier: WestJet - WS

Master Card  
 Primary Card  
 Holders

Delta Silver Members Note 8	\$0	\$70	\$110 (Per item)
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Excess Valuation \$10 (per item)

For Travel to/from Mexico and Latin Caribbean:

A. Self-Serve Check-in baggage fees:

Fare Type	First Note 2/3	Second Note 2/3	Third Note 2/3/4
Currency	CAD	CAD	CAD
Basic	\$40	\$60	\$150 (Per item)
Econo Fare Note 6	\$40	\$60	\$150 (Per item)
Econo Flex Fare Note 6	\$0	\$60	\$150 (Per item)
Premium, Premiumflex, Business, Businessflex Fare Note 6	\$0	\$0	\$150 (Per item)
WestJet Vacations Note 6/7	\$40	\$60	\$150 (Per item)
WestJet RBC World Elite Master Card Primary Card Holders	\$0	\$60	\$150 (Per item)
Delta Silver Members Note 8	\$0	\$60	\$500 (Per item)

Excess Valuation \$10 (per item)

B. Airport Check-in baggage fees:

Fare Type	First	Second	Third
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Tariff: WS1 - CTA No. 518 DOT No. 874  
 Carrier: WestJet - WS

Currency	Note 2/3 CAD	Note 2/3 CAD	Note 2/3/4 CAD
Basic	\$50	\$70	\$160 (Per item)
Econo Fare Note 6	\$50	\$70	\$160 (Per item)
Econo Flex Fare Note 6	\$0	\$70	\$160 (Per item)
Premium, Premiumflex, Business, Businessflex Fare Note 6	\$0	\$0	\$160 (Per item)
WestJet Vacations Note 6/7	\$50	\$70	\$160 (Per item)
WestJet RBC World Elite Master Card Primary Card Holders	\$0	\$70	\$160 (Per item)
Delta Silver Members Note 8	\$0	\$70	\$160 (Per item)
Excess valuation \$10 (per item)			

An additional handling fee of \$50 CAD/USD will be charged for:

- bikes
- firearms
- kiteboards
- paddleboards
- surfboards
- wakeboards
- wave skis

Flights to and from Europe or the United Kingdom.

Pre-paid baggage fees:

Rule 85 Acceptance of Baggage 4F†

Tariff: WS1 - CTA No. 518 DOT No. 874  
 Carrier: WestJet - WS

Pre-paid baggage fees for tickets issued on or before 16 January 2023:

Fare Type	First Note 2/3	Second Note 2/3	Third Note 2/3/4
Currency	CAD	CAD	CAD
Basic	\$60	\$90	\$100 (Per item)
Econo Fare Note 6	\$30	\$50	\$100 (Per item)
Econo Flex Fare Note 6	\$0	\$50	\$100 (Per item)
Premium, Premiumflex, Business, Businessflex Fare Note 6	\$0	\$0	\$100 (Per item)
WestJet Vacations Note 6/7	\$30	\$50	\$100 (Per item)
WestJet RBC World Elite Master Card Primary Card Holders	\$0	\$50	\$100 (Per item)
Delta Silver Members Note 8	\$0	\$50	\$100 (Per item)
Excess Valuation	\$10 (per item)		

Pre-paid baggage fees for tickets issued on or after 17 January 2023:

Fare Type	First Note 2/3	Second Note 2/3	Third Note 2/3/4
Currency	CAD	CAD	CAD
Basic	\$70	\$100	\$150 (Per item)
Econo Fare Note 6	\$30	\$100	\$150 (Per item)
Econo Flex Fare Note 6	\$0	\$100	\$150 (Per item)
Premium,	\$0	\$0	\$150 (Per item)

Tariff: WS1 - CTA No. 518 DOT No. 874  
 Carrier: WestJet - WS

Premiumflex,  
 Business,  
 Businessflex  
 Fare  
 Note 6

WestJet Vacations Note 6/7	\$30	\$100	\$150 (Per item)
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WestJet RBC World Elite Master Card Primary Card Holders	\$0	\$100	\$150 (Per item)
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Delta Silver Members Note 8	\$0	\$100	\$150 (Per item)
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Excess Valuation	\$10 (per item)
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Check-in bag fees for tickets purchased before 27 April 2022:

Fare Type	First Note 2/3	Second Note 2/3	Third Note 2/3/4
Currency	CAD	CAD	CAD

Basic	\$60	\$90	\$100 (Per item)
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Econo Fare Note 6	\$30	\$50	\$100 (Per item)
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Econo Flex Fare Note 6	\$0	\$50	\$100 (Per item)
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Premium, Premiumflex, Business, Businessflex Fare Note 6	\$0	\$0	\$100 (Per item)
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WestJet Vacations Note 6/7	\$30	\$50	\$100 (Per item)
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WestJet RBC World Elite Master Card Primary Card Holders	\$0	\$50	\$100 (Per item)
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Delta	\$0	\$50	\$100 (Per item)
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Tariff: WS1 - CTA No. 518 DOT No. 874  
 Carrier: WestJet - WS

Silver  
 Members  
 Note 8

Excess Valuation \$10 (per item)

Check-in bag fees for tickets purchased on or after 27 April 2022 to 16 January 2023, for travel anytime:

Fare Type	First Note 2/3	Second Note 2/3	Third Note 2/3/4
Currency	CAD	CAD	CAD
Basic	\$70	\$100	\$100 (Per item)
Econo Fare Note 6	\$40	\$60	\$100 (Per item)
Econo Flex Fare Note 6	\$0	\$60	\$100 (Per item)
Premium, Premiumflex, Business, Businessflex Fare Note 6	\$0	\$0	\$100 (Per item)
WestJet Vacations Note 6/7	\$40	\$60	\$100 (Per item)
WestJet RBC World Elite Master Card Primary Card Holders	\$0	\$60	\$100 (Per item)
Silver Members Note 8	\$0	\$60	\$100 (Per item)

Excess Valuation \$10 (per item)

Check-in bag fees for tickets purchased on or after 17 January 2023, for travel anytime:

(A) Self-Serve Check-in baggage fees:

Fare Type	First Note 2/3	Second Note 2/3	Third Note 2/3/4
Currency	CAD	CAD	CAD
Basic	\$80	\$110	\$150 (Per item)

Tariff: WS1 - CTA No. 518 DOT No. 874  
 Carrier: WestJet - WS

Econo Fare Note 6	\$40	\$110	\$150 (Per item)
Econo Flex Fare Note 6	\$0	\$110	\$150 (Per item)
Premium, Premiumflex, Business, Businessflex Fare Note 6	\$0	\$0	\$150 (Per item)
WestJet Vacations Note 6/7	\$40	\$110	\$150 (Per item)
WestJet RBC World Elite Master Card Primary Card Holders	\$0	\$110	\$150 (Per item)
Silver Members Note 8	\$0	\$110	\$150 (Per item)
Excess Valuation \$10 (per item)			

(B) Airport Check-in baggage fees:

Fare Type	First Note 2/3	Second Note 2/3	Third Note 2/3/4
Currency	CAD	CAD	CAD
Basic	\$90	\$120	\$160 (Per item)
Econo Fare Note 6	\$40	\$120	\$160 (Per item)
Econo Flex Fare Note 6	\$0	\$120	\$160 (Per item)
Premium, Premiumflex, Business, Businessflex Fare Note 6	\$0	\$0	\$160 (Per item)
WestJet Vacations Note 6/7	\$40	\$120	\$160 (Per item)
WestJet RBC	\$0	\$120	\$160 (Per item)

Tariff: WS1 - CTA No. 518 DOT No. 874  
 Carrier: WestJet - WS

World Elite  
 Master Card  
 Primary Card  
 Holders

Silver \$0 \$120 \$160 (Per item)  
 Members  
 Note 8

Excess valuation \$10 (per item)

An additional handling fee of \$50 CAD/USD will be charged for: -  
 bikes

- firearms
- kiteboards
- paddleboards
- surfboards
- wakeboards
- wave skis

Flights to and from Asia

Pre-paid baggage fees:

Fare Type	First Note 2/3	Second Note 2/3	Third Note 2/3/4
Currency	CAD	CAD	CAD
Basic	\$70	\$100	\$150 (Per item)
Econo Fare Note 6	\$0	\$100	\$150 (Per item)
Econo Flex Fare Note 6	\$0	\$100	\$150 (Per item)
Premium, Premiumflex, Business, Businessflex Fare Note 6	\$0	\$0	\$150 (Per item)
WestJet Vacations Note 6/7	\$0	\$100	\$150 (Per item)
WestJet RBC World Elite Master Card Primary Card Holders	\$0	\$100	\$150 (Per item)
Delta	\$0	\$100	\$150 (Per item)



Tariff: WS1 - CTA No. 518 DOT No. 874  
 Carrier: WestJet - WS

Silver  
 Members  
 Note 8

Excess \$10 (per item)  
 Valuation

Check-in baggage fees:

(A) Self-Serve Check-in baggage fees:

Fare Type	First Note 2/3	Second Note 2/3	Third Note 2/3/4
Currency	CAD	CAD	CAD
Basic	\$80	\$110	\$150 (Per item)
Econo Fare Note 6	\$0	\$110	\$150 (Per item)
Econo Flex Fare Note 6	\$0	\$110	\$150 (Per item)
Premium, Premiumflex, Business, Businessflex Fare Note 6	\$0	\$0	\$150 (Per item)
WestJet Vacations Note 6/7	\$0	\$110	\$150 (Per item)
WestJet RBC World Elite Master Card Primary Card Holders	\$0	\$110	\$150 (Per item)
Silver Members Note 8	\$0	\$110	\$150 (Per item)
Excess valuation \$10 (per item)			

(B) Airport Check-in baggage fees:

Fare Type	First Note 2/3	Second Note 2/3	Third Note 2/3/4
Currency	CAD	CAD	CAD
Basic	\$90	\$120	\$160 (Per item)
Econo Fare Note 6	\$0	\$120	\$160 (Per item)

Tariff: WS1 - CTA No. 518 DOT No. 874  
 Carrier: WestJet - WS

Econo Flex Fare Note 6	\$0	\$120	\$160 (Per item)
Premium, Premiumflex, Business, Businessflex Fare Note 6	\$0	\$0	\$160 (Per item)
WestJet Vacations Note 6/7	\$40	\$120	\$160 (Per item)
WestJet RBC World Elite Master Card Primary Card Holders	\$0	\$120	\$160 (Per item)
Silver Members Note 8	\$0	\$120	\$160 (Per item)

Excess Valuation \$10 (per item)

An additional handling fee of \$50 CAD/USD will be charged for: -  
 bikes

- firearms
- kiteboards
- paddleboards
- surfboards
- wakeboards
- wave skis

Fees are charged based on the least restrictive  
 Passenger type

- Note 1: In the event that a bag is lost, Passengers will be reimbursed for their baggage fee (not including excess valuation) in addition to settlement for the loss of baggage.
- Note 2: In addition to any other applicable baggage fee, each overweight bag will be charged a fee of and \$100 CAD/USD.
- Note 3: In addition to any other applicable baggage fee, any oversize baggage will be charged a fee \$100 CAD/USD. Only one oversize golf bag with clubs permitted to/from Jamaica or Trinidad and Tobago.
- Note 4: A third or fourth piece is not permitted on for flights to/from Jamaica or Trinidad and Tobago.
- Note 5: A fourth piece is not permitted on flights operated by WestJet Encore

Tariff: WS1 - CTA No. 518 DOT No. 874  
 Carrier: WestJet - WS

Note 6: Includes group fares.

Note 7: A first bag will be charged for WestJet vacations booking for flights to/from International destinations (Caribbean, Central America, Europe and Mexico).

Note 8: The fee will be waived for the WestJet Rewards member and up to eight companions travelling on the same reservation; the eligible member's WestJet ID must be on the reservation at the time of check-in.

- (1) The Carrier collects fees for checked sporting equipment in excess of the free checked baggage limits. Additional oversize and overweight fees will apply with the following exceptions. In all cases, the bags must contain the equipment noted in order to be exempt.

Sporting equipment	Oversize	Overweight
Fishing rods	Exempt	\$100 CAD/USD
Golf clubs	Exempt	\$100 CAD/USD
Ski/snowboard	Exempt	\$100 CAD/USD
Hockey equipment	Exempt	Exempt
Football equipment	Exempt	Exempt
Ringette	Exempt	Exempt
Lacrosse	Exempt	Exempt

- (2) The following items will be considered one piece of baggage:

- one sleeping bag or bed roll
- one rucksack/knapsack/backpack
- one duffel type bag
- one golf bag containing golf clubs and one pair of golf shoes
- one pair of snow skis with one pair of ski poles and one pair of ski boots
- one carton of fruit (such as pineapples, oranges)
- one bicycle
- one scuba diving equipment (scuba tanks must be empty)

- (3) Articles of baggage or goods will not be carried when such articles are likely to endanger the aircraft, persons or property are likely to be damaged by air carriage, are unsuitable packed, or the carriage of which would violate the laws, regulations, or orders of countries or possessions to be flown from, into, or over.

- (4) If the weight, size or character renders it unsuitable for carriage on the aircraft, the Carrier, before departure of the flight, will refuse to carry the Passenger's baggage or goods or any part thereof. The following articles will be carried only with prior consent of the Carrier: firearms of any description - firearms for sport purposes will be carried as baggage provided required entry permits are in the possession of the Passenger for the country of destination and provided that such firearms are disassembled or

Tariff: WS1 - CTA No. 518 DOT No. 874  
 Carrier: WestJet - WS

packed in a suitable case. The provisions of this paragraph do not apply to officers of the law travelling in the line of duty and carrying legally prescribed sidearms or other similar weapons. Passengers accept that when traveling with a firearm they must contact all operating airlines on the itinerary at least 72 hours before departure; failure to do so may result in being denied travel at any stage of the itinerary. The Passenger will be wholly responsible for any costs incurred resulting from this omission of advisement.

- (5) Live animals are accepted provided all conditions and requirements found in Rule 90 are met.

- (6) Musical instruments

Provided it is safe to do so, the Carrier may accept properly packaged musical instruments as either checked or carry-on baggage, depending on the instrument's weight or dimension.

- (a) Carry-on:

Seats cannot be purchased for musical instruments; however small musical instruments may be permitted as a Passenger's carry-on baggage allowance provided that:

- (i) It meets the Carrier's current carry-on requirements; Rule 85(A) and
- (ii) It fits under the seat in front or the overhead bin.

Due to cabin storage space limitations, the Carrier cannot guarantee that a musical instrument can be accommodated on board. storage is provided on a "first-come, first-serve" basis.

If there is no space available in the cabin to securely store the musical instrument, or if deemed required by airline staff, the musical instrument may need to be checked at the gate and transported as checked baggage.

- (b) Checked baggage:

If musical instruments are checked in separately, the instrument counts as one piece of baggage towards the maximum number of checked bags allowed by fare type. If a Passenger's baggage count (musical instrument plus number of other bags to be checked) exceeds the maximum number of items allowed by fare type, additional checked baggage charges will apply. If the musical instrument weighs more than 23kg (50lbs), overweight baggage charges will apply. The maximum weight of musical instruments the Carrier can carry is 32kg (70lbs). A musical instrument cannot exceed a combined length + width + height dimension of 157 cm (62 inches). musical instruments must always be packaged in a rigid/hard shell container designed to ship such items. For string instruments, Passengers are responsible for ensuring that the strings are loosened so that tension is reduced on the top and neck of the

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instrument.

In the event of aircraft substitution preventing the transportation of a musical instrument in the cabin, the Carrier will use reasonable efforts to (i) gate-check the instrument, or (ii) check the instrument on the next available flight.

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 Carrier: WestJet - WS

## Rule 90 Acceptance of Live Animals

With respect to terms and conditions related to the transport of any Service dog used to assist persons with disabilities please refer to Rule 25(H), Acceptance of service dog and emotional support dogs.

### (A) Application

The Carrier will agree to carry animals subject to the following provisions:

### (B) General

- (1) Advance arrangements must be made with the Carrier before any animal will be accepted for carriage.
- (2) Before any animal is accepted for carriage, the Passenger must make all necessary arrangements to obtain valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit. In the absence of such documentation, the animal will not be accepted for carriage, and the Carrier will not be responsible in the event any animal is refused entry into or passage through or exit from any country.
- (3) In the event the animal is denied for travel into the United States and the Passenger wants to continue to travel, the Passenger will be responsible for obtaining care or alternative transportation for the animal.
- (4) When travel involves more than one carrier, the Passenger should verify the policy of each carrier involved in the itinerary and ensure that the requirements of each carrier have been met and that each carrier is aware of and has agreed to carry the animal on its own aircraft.
- (5) The Carrier will not accept an animal for carriage if the animal is less than eight weeks old, pregnant or in-heat.
- (6) Animals under sedation must be presented with a veterinarian's note at check-in.
- (7) The animal must be confined in a kennel subject to inspection and approval by the Carrier. The Carrier reserves the right to deny transportation of any animal if the kennel is unsuitable (see kennel requirements), if the animal is aggressive, offensive (odour), unwell, or requires attention during transit.
- (8) Passengers must present the kennel at check in according the times outlined in Rule 30.
- (9) Except as many otherwise be provided for in this tariff, WestJet will not be responsible in the event of injury, sickness and or death of a working dog or pet animal.  
 Exception: Should an injury to or death of such animal result from the negligence of the carrier's representatives, the carrier's liability will be limited to expeditiously providing, at its own expense, for medical care, and if

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 Carrier: WestJet - WS

necessary, replacement of the working dog  
 pet animal.

(C) Working dogs

- (1) Working dogs which are properly harnessed will be permitted in the Passenger cabin of the aircraft if there is enough space to accommodate the dog.
- (2) Documentation may not be needed; however, the Carrier can and will request documentation if deemed necessary and has the right to refuse boarding if indicators lead the Carrier's employee to believe the dog is not a working dog.
- (3) If at any time the safety of crew or Passengers is jeopardized the dog will be denied boarding or removed from the aircraft.
- (4) The working dog must be accompanied by a trainer or handler transporting the animal for duty. The animal must remain on the floor at the handler's seat.
- (5) Fees will be charged according to the carry-on pet fees outlined in (D)(4)(j) below.
- (6) The Carrier, in consultation with the working dog's handler, will determine where the handler will be seated to ensure that adequate space is provided to the handler and the dog. Additional seating must be purchased if required.
- (7) Working dogs are not permitted on WestJet Vacations package bookings.
- (8) Working dogs are not accepted in Business on the 787.
- (9) If the conditions of transport as indicated in this rule are not met, the dog will be required to travel in the baggage compartment.
- (10) Working dog will not be carried unless proper permits are obtained for entry into the countries of transit/final destination, and permits are presented before commencement of travel.

(D) Pets

- (1) The provisions in this section are not applicable to Service dogs and may not apply to working dogs.
- (2) The Carrier will accept for carriage animals as pets in checked or carry-on baggage provided the animal(s) is/are accompanied by a Passenger, in compliance with the IATA Live Animal Regulations.
- (3) Pet animals travelling as checked baggage
  - (a) The number of animals carried in checked baggage is limited by aircraft type.
  - (b) Birds, cats, chinchillas, dogs, guinea pigs, hedgehogs and rabbits will be accepted subject to restrictions, regulations or the custom and import or export requirements of the destination country, state or territory.
- (c) Due to climatic conditions, or high volumes of baggage, animals will not be accepted during certain periods of the year or to certain destinations year round and will be accepted subject to restrictions, regulations or the custom and import or export requirements of the



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destination country, state or territory. These restrictions will be posted on the Carrier's website and are available by contacting the Carrier.

- (d) Animals must be contained in a clean, leak proof and escape proof kennel provided by the owner. The Carrier does not provide a kennel rental or purchase service.
- (e) Kennels requirements for checked baggage:
  - Kennel must:
    - i. Be hard sided and have the wheels removed
    - ii. Be airline approved
    - iii. Be secure
    - iv. Be well ventilated
    - v. Be lined with absorbent material like a towel
    - vi. Be secured with the device originally intended by the manufacturer
    - vii. Be marked with "Live Animal"
    - viii. Be marked with directional "This way Up" arrows on two sides and should be marked with the pet's name
    - ix. Have food and water containers
    - x. Have devices for lifting the kennel
    - xi. Have a 3/4" protecting rim
    - xii. Have a solid bottom and roof
  - Kennel must not:
    - i. Be made of welded or wire mesh
    - ii. Be collapsible
    - iii. Have a plastic door
  - Maximum Size
    - 91 cm long x 61 cm wide x 66 cm high
    - 36 in. long x 24 in. wide x 26 in. high
  - Maximum weight (combined weight of pet and kennel)
    - 45 kg
    - 100 lbs
- (f) If the kennel exceeds the size and/or weight restrictions mentioned in (D)(e) above, the Passenger may make arrangements with the Carrier's cargo operations.
- (g) The Carrier will not be responsible in the event of loss, delay, injury, sickness and or death of an animal, except as may otherwise be provided for in this tariff.
- (h) Charges:
  - The charge for transportation of an animal (except for Service dogs) and kennel will be as follows:
    - i. Between Canada and the U.S. \$100 CAD/USD
    - ii. Between Canada and international destinations outside the U.S. \$200 CAD/USD
- (4) Pet animals travelling as carry-on baggage
  - (a) The number of animals accepted in carry-on baggage is limited by aircraft type.
  - (b) Only one pet is accepted per Passenger, per kennel.
  - (c) Birds, cats, dogs, and rabbits will be accepted.
  - (d) The pet in-cabin and kennel will be considered as one piece of carry-on baggage.
  - (e) The kennel must be stored under the seat directly

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- in front of the Passenger.
- (f) The animal must remain in the kennel for the entire duration of the journey.
- (g) The Carrier may require a Passenger with a pet in cabin to change seats after boarding to accommodate other Passengers. The Carrier will reimburse seat selection fees or other additional charges related to class of service differences as applicable.
- (h) Kennels requirements for carry-on baggage:
  - Kennel must:
    - i. be soft-sided
    - ii. be airline approved
    - iii. leak proof
    - iv. secure
    - v. well-ventilated
  - Kennel must not:
    - i. allow the animal's head to stick out
    - ii. be a duffle bag, gym bag or other type of non-kennel bag
    - iii. be hard-sided
  - Maximum Size
    - 40 cm long x 44 cm wide x 21.5 cm high
    - 16 in. long x 17.5 in. wide x 8.5 in. high
- (i) If the kennel exceeds the size and/or weight restrictions mentioned in 3(e), the kennel will be accepted as checked baggage provided all restrictions are met and space is available.
- (j) Charges:
  - The charge for transportation of an animal (excluding service dogs) and kennel will be as follows:
    - i. Between Canada and the U.S. \$50 CAD/USD
    - ii. Between Canada and international destinations outside the U.S. \$100 CAD/USD

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 Carrier: WestJet - WS

## Rule 100 APPR Provisions

### (A) General

- (1) The Carrier will inform Passengers of delays, cancellations, and denials of boarding and the reason for the delay, cancellation, or denial of boarding.
- (2) A delay, cancellation or denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations outside of the Carrier's control, is considered to also be due to situations outside of the Carrier's control when all reasonable measures to mitigate the impact of the earlier delay or cancellation have been taken.
- (3) A delay, cancellation or denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations within the Carrier's control but required for safety purposes, is considered to also be within that Carrier's control but required for safety purposes when all reasonable measures to mitigate the impact of the earlier delay or cancellation have been taken.
- (4) When the Carrier is unable to permit a Passenger to occupy a seat on board a flight because the number of seats that may be occupied on the flight is less than the number of Passengers who have checked in by the required time, hold a confirmed reservation and valid travel documentation and are present at the boarding gate at the required boarding time, pursuant to Rule 30(B)(2)(a) the Carrier will follow the provisions of this rule.

### (B) Communications

- (1) In order to ensure timely receipt of communications, Passengers must make their best effort to ensure that they, or their travel arranger, have provided the Carrier with their WestJet Rewards ID, a current email address, and/or a current telephone number. Passengers will be contacted via email or phone if no email address is provided. Passengers will also be able to 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.

### (C) Tarmac delays

- (1) In the event that a flight operated by the Carrier is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, the Carrier will provide access to lavatories in working order if equipped, proper ventilation, heating and cooling of the aircraft, food and drink in reasonable quantities, and the means to communicate with people outside the aircraft, when feasible.
- (2) During a tarmac delay, the Carrier will facilitate access to medical assistance in the event that a

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- Passenger requires urgent medical assistance.
- (3) In the event that a flight operated by the Carrier is delayed on the tarmac, while at an airport in Canada, the Carrier will provide Passengers the opportunity to disembark after three hours of the aircraft doors being closed for take-off or three hours after landing, unless it is likely that take-off will occur less than three hours and 45 minutes after the aircraft doors are closed for takeoff and the Carrier is able to continue to provide access to lavatories in working order if equipped, proper ventilation, heating and cooling of the aircraft, food and drink in reasonable quantities, and the means to communicate with people outside the aircraft, when feasible.
  - (4) The Carrier will not allow Passengers on a flight to disembark if not possible, including if it is not possible for reasons related to safety and security or due to directions by air traffic control or customs control.
  - (5) If the Carrier allows Passengers to disembark, priority will be given to Passengers with disabilities and their attendant and/or service dog if any, when feasible.
- (D) Delays, cancellations or denial of boarding outside of the control of the Carrier
- (1) This section applies to a delay, cancellation or denial of boarding, due to situations outside the Carrier's control, which include but are not limited to the following:
    - (a) meteorological conditions, natural disasters or geological conditions that make the safe operation of the aircraft impossible;
    - (b) acts of god;
    - (c) pandemics;
    - (d) epidemics;
    - (e) civil commotions, including riots, strikes, picketing, boycotting, lockouts, insurrection, invasion, national emergencies, or other civil disturbances;
    - (f) embargoes;
    - (g) war or political instability;
    - (h) illegal acts or sabotage;
    - (i) a NOTAM as defined in subsection 101.01(1) of the Canadian Aviation Regulations;
    - (j) a security threat;
    - (k) airport operation issues, the interruption of flying facilities/navigational aids or other services;
    - (l) a medical emergency;
    - (m) collision with wildlife;
    - (n) a labour disruption within the Carrier or within an essential service provider such as airport or an air navigation service provider;
    - (o) a manufacturing defect in an aircraft that reduces the safety of Passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority;
    - (p) an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airports security;
    - (q) laws, rules, proclamations, regulations, orders, declarations, interruptions;

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- (r) requirements of or interference by any government or governmental agency or official thereof;
  - (s) actions or instructions of third parties such as acts of government or air traffic control, airport authorities, security agencies, law enforcement or customs and immigration officials;
  - (t) damage/destruction or loss of use of an aircraft directly or indirectly caused by agents or third parties;
  - (u) confiscation, nationalization, seizure, detention, theft or hijacking of an aircraft;
  - (v) hostilities, disturbances, unsettled international conditions; and
  - (w) shortage of fuel or facilities directly or indirectly caused by agents or third parties.
- (2) when a delay, cancellation or denial of boarding has occurred and is due to situations outside of the Carrier's control, the Carrier will provide Passengers with the reason for the delay, cancellation or denial of boarding, provide information related to compensation to which Passengers may be entitled to, provide information regarding the standard of treatment for Passengers, if any, and provide information regarding the recourse available against the Carrier, including recourse to the Canadian Transportation Agency.
- (3) The Carrier will communicate new information to Passengers as soon as feasible and will provide updates to Passengers every 30 minutes until a new departure time is set or alternative travel arrangements have been made. The method of communication will be provided in the method preferred by a Passenger, if indicated, and in a method that is compatible with adaptive technologies intended to assist persons with disabilities.
- (E) Delays, cancellations or denial of boarding within the Carrier's control but required for safety purposes
- (1) The Carrier will provide Passengers with the reason for the delay, cancellation or denial of boarding, provide information related to compensation to which Passengers may be entitled to, provide information regarding the standard of treatment for Passengers, if any, and provide information regarding the recourse available against the Carrier, including recourse to the Canadian Transportation Agency.
  - (2) The Carrier will communicate new information to Passengers as soon as feasible and will provide updates to Passengers every 30 minutes until a new departure time is set or alternative travel arrangements have been made. The method of communication will be provided in the method preferred by a Passenger, if indicated, and in a method that is compatible with adaptive technologies intended to assist persons with disabilities.
  - (3) The Carrier will not deny boarding due to situations within the Carrier's control but required for safety purposes, unless the Carrier has asked all Passengers if they are willing to give up their seat. The Carrier will not deny boarding to a Passenger who was already on board the aircraft, unless the denial of boarding is required for

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- safety.
- (4) In situations involving a denial of boarding, the Carrier may offer a benefit in exchange for a Passenger willingly giving up their seat and will provide written confirmation of the benefit if accepted by the Passenger before the flight departs.
  - (5) If denial of boarding is necessary, the Carrier will select Passengers who will be denied boarding, giving priority in the following order:
    - (a) a person with a disability and their Attendant and/or Service dog;
    - (b) Passengers boarded and seated on the aircraft;
    - (c) Passengers travelling with their family members;
    - (d) Passengers previously denied boarding on the same ticket;
    - (e) Passengers travelling due to death or illness of a family member;
    - (f) WestJet Groups Passengers including the tour conductor of the group;
    - (g) Passengers who are part of a WestJet Vacations package;
    - (h) Partner airline Passengers;
    - (i) Premium fare (W, O, or R) or Business fare (J, D, or C) Passengers;
    - (j) any Passenger where denied boarding would cause undue hardship; and
    - (k) all other Passengers, based on itinerary, the status of loyalty program membership, and fare paid or time of check-in.
  - (6) Space and weight limitations  
 Passengers 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. If this policy results in a Passenger being denied boarding on an aircraft for which such Passenger has paid a fare, then the following shall apply:
    - (a) If the Passenger has not checked in within the required cut-off times outlined in Rule 30, the Passenger shall forfeit his or her right to obtain a refund of any fare paid in respect of the flight;
    - (b) If the Passenger is denied boarding after checking in and arriving at the gate to board within the appropriate time limit before planned departure, such Passenger will be entitled to compensation.
  - (F) Delays, cancellations or denial of boarding within the Carrier's control
    - (1) when a delay, cancellation or denial of boarding has occurred and is due to situations within the Carrier's control, the Carrier will provide Passengers with the reason for the delay, cancellation or denial of boarding, provide information related to compensation to which Passengers may be entitled to, provide information regarding the standard of treatment for Passengers, if any, and provide information regarding the recourse available against the Carrier, including recourse to the Canadian Transportation Agency.
    - (2) The Carrier will communicate new information to



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Passengers As soon as feasible and will provide updates to Passengers every 30 minutes until a new departure time is set or alternative travel arrangements have been made. The method of communication will be provided in the method preferred by a Passenger, if indicated, and in a method that is compatible with adaptive technologies intended to assist persons with disabilities.

- (3) The Carrier will not deny boarding due to situations within the Carrier's control unless the Carrier has asked all Passengers if they are willing to give up their seat. The Carrier will not deny boarding to a Passenger who is Already on board the aircraft, unless the denial of boarding is required for safety.
- (4) In situations involving a denial of boarding, the Carrier may offer a benefit in exchange for a Passenger willingly giving up their seat and will provide written confirmation of a benefit if accepted by a Passenger before the flight departs.
- (5) If denial of boarding is necessary, the Carrier will select Passengers who will be denied boarding according to subsection (E)5 above.

(G) Passenger options - re-rerouting or refund

- (1) In the event of a delay due to situations outside the Carrier's control pursuant to subsection (D) above, that results in a delay of 3 hours or more, the Carrier will provide the following upon request by a Passenger:
  - (a) The Carrier will provide alternative travel arrangements free of charge to ensure that Passengers complete their itinerary as soon as feasible. The Carrier will provide a confirmed reservation on the next available flight operated by the Carrier or on a flight operated by a Carrier with which the original Carrier has a commercial agreement, if the next available flight is travelling on a reasonable air route from the airport at which the Passenger is located to the destination that is indicated on the Passenger's original ticket, and departs within 48 hours of the departure time on the original ticket.
  - (b) If the Carrier cannot provide such a confirmed reservation, at the passenger's choice, the Carrier will refund any unused portion of the ticket or the Carrier will provide a confirmed reservation for a flight operated by any Carrier travelling on any reasonable air route from the airport at which the Passenger is located, or another airport that is within a reasonable distance of that airport, to the destination that is indicated on the Passenger's original ticket. Transportation will be provided from the airport that the Passenger is located to the new departure airport,
  - (c) The Carrier will, to the extent possible, provide comparable travel arrangements to the original ticket, and will not request supplementary payment if the alternative travel arrangements provide for a higher class of service. If the class of service is lower than the original ticket, The Carrier will refund the difference in the cost of the applicable portion of the ticket.



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- (d) If the alternative travel arrangements do not meet the Passenger's needs, the Carrier will refund the unused portion on the ticket. If the Passenger is no longer at the point of origin and the travel no longer serves a purpose because of the delay, the Carrier will refund the ticket and provide a confirmed reservation for a flight that is to the point of origin. Refunds will be paid by the method used for the original payment and to the person who purchased the ticket.
- (2) In the event of a flight cancellation or denial of boarding due to situations outside the Carrier's control, pursuant to subsection (D) above, the Carrier will provide the following:
  - (a) The Carrier will provide alternative travel arrangements free of charge to ensure that Passengers complete their itinerary as soon as feasible. The Carrier will provide a confirmed reservation on the next available flight operated by the Carrier or on a flight operated by a Carrier with which the original Carrier has a commercial agreement, if the next available flight is travelling on a reasonable air route from the airport at which the Passenger is located to the destination that is indicated on the Passenger's original ticket, and departs within 48 hours of the departure time on the original ticket.
  - (b) If the Carrier cannot provide such a confirmed reservation, at the passenger's choice, provide a refund of any unused portion of the ticket, or the Carrier will provide a confirmed reservation for a flight operated by any Carrier travelling on any reasonable air route from the airport at which the Passenger is located, or another airport that is within a reasonable distance of that airport, to the destination that is indicated on the Passenger's original ticket. Transportation will be provided from the airport that the Passenger is located to the new departure airport.
  - (c) The Carrier will, to the extent possible, provide comparable travel arrangements to the original ticket, and will not request supplementary payment if the alternative travel arrangements provide for a higher class of service. If the class of service is lower than the original ticket, The Carrier will refund the difference in the cost of the applicable portion of the ticket.
  - (d) Pursuant to Rule 105, refunds will be provided for any additional services purchased by a Passenger in connection with the original ticket if the Passenger did not receive those services on the alternate flight or the Passenger paid for those services a second time. Refunds will be paid by the method used for the original payment and to the person who purchased the ticket or additional service.
  - (e) If the alternative travel arrangements do not meet the Passenger's needs, the Carrier will refund the unused portion on the ticket. If the Passenger is no longer at the point of origin and the travel no longer serves a purpose because of the delay, the Carrier will refund the

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ticket and provide a confirmed reservation for a flight that is to the point of origin. Refunds will be paid by the method used for the original payment and to the person who purchased the ticket.

- (3) In the event of a delay of three (3) hours or more due to situations within the Carrier's control or within the Carrier's control but required for safety purposes pursuant to subsection (E) above, the Carrier will provide the following where a Passenger desires:
- (a) The Carrier will provide alternative travel arrangements free of charge to ensure that Passengers complete their itinerary as soon as feasible. The Carrier will provide a confirmed reservation on the next available flight operated by the Carrier or on a flight operated by a Carrier with which the original Carrier has a commercial agreement, if the next available flight is travelling on a reasonable air route from the airport at which the Passenger is located to the destination that is indicated on the Passenger's original ticket, and departs within nine (9) hours of the departure time that is located on the original ticket.
  - (b) If the Carrier cannot provide such a confirmed reservation, the Carrier will provide a confirmed reservation for a flight operated by any Carrier travelling on any reasonable air route from the airport at which the Passenger is located that departs within 48 hours of the departure time that is indicated on the original ticket.
  - (c) If the Carrier cannot provide such a confirmed reservation, the Carrier will provide transportation to another airport that is within a reasonable distance of the airport at which the Passenger is located and a confirmed reservation for a flight that is operated by any Carrier on any reasonable air route from that other airport to the destination that is indicated on the Passenger's original ticket.
  - (d) The Carrier will, to the extent possible, provide comparable travel arrangements to the original ticket, and will not request supplementary payment if the alternative travel arrangements provide for a higher class of service. If the class of service is lower than the original ticket, The Carrier will refund the difference in the cost of the applicable portion of the ticket.
  - (e) Pursuant to Rule 105, refunds will be provided for any additional services purchased by a Passenger in connection with the original ticket if the Passenger did not receive those services on the alternate flight or the Passenger paid for those services a second time. Refunds will be paid by the method used for the original payment and to the person who purchased the ticket or additional service.
  - (f) If the alternative travel arrangements do not meet the Passenger's needs, the Carrier will refund the unused portion on the ticket. If the Passenger is no longer at the point of origin and the travel no longer serves a

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purpose because of the delay, the Carrier will refund the ticket and provide a confirmed reservation for a flight that is to the point of origin and accommodates the Passenger's travel needs. refunds will be paid by the method used for the original payment and to the person who purchased the ticket or additional service.

- (4) In the event of a flight cancellation or denial of boarding within the Carrier's control or a flight cancellation or denial of boarding within the Carrier's control but required for safety purposes pursuant to subsection (E), the Carrier will provide the following:
- (a) The Carrier will provide alternative travel arrangements free of charge to ensure that Passengers complete their itinerary as soon as feasible. The Carrier will provide a confirmed reservation on the next available flight operated by the Carrier or on a flight operated by a carrier with which the original Carrier has a commercial agreement, if the next available flight is travelling on a reasonable air route from the airport at which the Passenger is located to the destination that is indicated on the Passenger's original ticket, and departs within nine (9) hours of the departure time that is located on the original ticket.
  - (b) If the Carrier cannot provide such a confirmed reservation, the Carrier will provide a confirmed reservation for a flight operated by any carrier travelling on any reasonable air route from the airport at which the Passenger is located that departs within 48 hours of the departure time that is indicated on the original ticket.
  - (c) If the Carrier cannot provide such a confirmed reservation, the Carrier will provide transportation to another airport that is within a reasonable distance of the airport at which the Passenger is located and a confirmed reservation for a flight that is operated by any carrier on any reasonable air route from that other airport to the destination that is indicated on the Passenger's original ticket.
  - (d) The Carrier will, to the extent possible, provide comparable travel arrangements to the original ticket, and will not request supplementary payment if the alternative travel arrangements provide for a higher class of service. If the class of service is lower than the original ticket, The Carrier will refund the difference in the cost of the applicable portion of the ticket.
  - (e) Refunds will be provided for any additional services purchased by a Passenger in connection with the original ticket if the Passenger did not receive those services on the alternate flight or the Passenger paid for those services a second time. Refunds will be paid by the method used for the original payment and to the person who purchased the ticket or additional service.
  - (f) If the alternative travel arrangements do not meet The Passenger's needs, the Carrier will refund the unused portion on the ticket. If the Passenger is no longer at the point of origin and the travel no longer serves a purpose because of the delay, the Carrier will refund the

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ticket and provide a confirmed reservation for a flight that is to the point of origin and accommodates the Passenger's travel needs. Refunds will be paid by the method used for the original payment and to the person who purchased the ticket or additional service.

(H) Right to care

- (1) In the event of delay or flight cancellation within the Carrier's control or within the Carrier's control but required for safety purposes, in which a Passenger is informed of the delay less than 12 hours before the schedule departure time indicated on the original ticket, and the Passenger has waited two (2) hours after the departure time indicated on the ticket, or the delay has resulted in a flight cancellation and the Passenger was informed of the cancellation less than 12 hours before the departure time indicated on the ticket, a Passenger will be offered the following.
  - (a) Food and drink in reasonable quantities (which may include vouchers), taking into account the length of the wait, the time of day and the location of the Passenger.
  - (b) Access to a means of communication if possible.
  - (c) If the Carrier expects that the Passenger will be required to wait overnight for their original flight or a reserved flight as part of alternative travel arrangements, the Carrier will offer, free of charge, hotel or other comparable accommodation as well as transportation to and from the accommodation, taking into consideration the location of the Passenger.
  - (d) The Carrier may limit or refuse to provide any of the above standards of treatment if providing the treatment would further delay the Passenger.
- (2) In the event of a denied boarding due to situations within the Carrier's control or within the Carrier's control but required for safety purposes, a Passenger will be offered the following.
  - (a) Before a Passenger boards a flight reserved as part of an alternate travel arrangement, the Carrier will provide the Passenger a meal voucher and access to a means of communication.
  - (b) If the Carrier expects that the Passenger will be required to wait overnight for their original flight or a reserved flight as part of alternative travel arrangements, the Carrier will offer, free of charge, hotel or other comparable accommodation as well as transportation to and from the accommodation, taking into consideration the location of the Passenger.
  - (c) The Carrier may limit or refuse to provide any of the above standards of treatment if providing the treatment would further delay the Passenger.

I) Compensation for denial of boarding due to situation within the Carrier's control.

In addition to the applicable requirements set out above, the following will apply:

(1) Conditions of payment

- (a) the Passenger holding a confirmed and ticketed reservation must present themselves for carriage in accordance with this tariff: having complied fully with

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- 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 passenger on the flight on which they held confirmed and ticketed reservations and the flight departed without the Passenger.
- (2) A Passenger will not be eligible for compensation under the following conditions and will be treated in accordance with Rule 30 - Refusal to Transport:
- (a) the Passenger who checks-in after the Carrier's check-in cut-off time or presents themselves at the boarding area after the Carrier's boarding cut-off time as indicated in Rule 30(B)(2)(a) will not receive denied boarding compensation and will have their reservations cancelled.
- (3) Amount of compensation:
- (a) The carrier will provide compensation in the amounts set out below to Passengers who are denied boarding due to situations within the carrier's control and who have not accepted a benefit in exchange for willingly giving up their seat. Compensation will be paid as soon as operationally feasible, and no later than 48 hours after the denial of boarding. If compensation cannot be provided to the Passenger before the boarding of the flight as part of alternative travel arrangements, the carrier will provide written confirmation of what is owed.
  - (b) The amount of compensation will be determined based on the estimated arrival time of the flight reserved as part of alternative travel arrangements. Adjustment will be made to the amount of compensation if the expected time of arrival and the actual time of arrival are different. Arrival means that one of the doors of the aircraft has been opened after landing to allow Passengers to leave the aircraft.
  - (c) Regardless of the fare paid, Passengers are entitled to monetary compensation as follows:
    - (i) \$900 CAD, if the arrival of the Passenger at the destination that is indicated on the original ticket is delayed by less than six (6) hours;
    - (ii) \$1,800 CAD, if the arrival of the Passenger at the destination that is indicated on the original ticket is delayed by six (6) hours or more, but less than nine (9) hours; and
    - (iii) \$2,400 CAD, if the arrival of the Passenger at the destination that is indicated on the original ticket is delayed by nine (9) hours or more.
- (4) The carrier will compensate the Passenger in the form of money unless it offers compensation in another form that has a greater monetary value than the applicable amounts referred to in this section, the Passenger has been informed of the monetary value in writing and the alternative form of compensation does not expire. The Passenger must confirm in writing that the Passenger has been informed of the right to monetary compensation and has chosen to accept the alternative form of compensation.

#### (J) Applicability



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- (1) This rule applies to all Passengers irrespective of the type of ticketed fare.
- (2) A Passenger 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 30(B)(2)(a), check-in time limits, will not receive compensation, 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 they are travelling.
- (3) Subject to applicable law, Passengers will not be compensated by the Carrier twice (i.e. double compensation) for the same event.
- (4) 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 Passengers and employees. WestJet, WestJet Encore Ltd. and WestJet Link 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.
- (5) Compensation for inconvenience resulting from delays or cancellations within the control of the Carrier if a Passenger is informed 14 days or less before the departure time on their ticket that the arrival of their flight at the destination that is indicated on their ticket will be delayed by at least three hours, and the delay is caused by a situation under the Carrier's control, compensation will be provided if a Passenger files a request for compensation with the Carrier before the first anniversary of the day on which the flight delay occurred.

within 30 days from the date on which the Carrier receives the request, the Carrier will provide the compensation or an explanation why the compensation is not payable.

The Carrier will provide compensation in the following amounts to Passengers who are delayed due to delay or cancellation and when that delay is within the control of the Carrier and when the Passenger was informed 14 days or less about the delay. Regardless of the fare paid, Passengers are entitled to a monetary compensation as follows:

- (a) no compensation if the delay is less than three hours;
- (b) \$400, if the delay is three hours or more but less

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- than six hours;
- (c) \$700, if the delay is more than six hours but less than nine hours; and
- (d) \$1000, if the delay is more than nine hours.

If a Passenger is informed 14 days or less before the departure time on their ticket that the arrival of their flight at the destination that is indicated on their ticket will be delayed and the Passengers ticket is refunded, the Carrier will compensate the Passenger in the amount of \$400, if compensation is requested by the Passenger.

The Carrier will compensate the Passenger in the form of money unless it offers compensation in another form that has a greater monetary value than the applicable amounts referred to in this section, the Passenger has been informed of the monetary value in writing and the alternative form of compensation does not expire. The Passenger must confirm in writing that the Passenger has been informed of the right to monetary compensation and has chosen to accept the alternative form of compensation.

- (K) For services departing the European Union the Carrier is also subject to the provisions of EC Regulation No. 261 / 2004. If a Passenger's flight is delayed or cancelled in a jurisdiction other than Canada where another passenger rights regime applies, the Passenger can only submit a compensation claim under one of the two regimes. Passengers may not receive compensation under one regime if they have already received compensation under another passenger rights regime for the same event.

From time to time, Passengers may incur personal expenses which are a direct result of an unsatisfactory delivery of passenger transportation and/or related ancillary services. This may include hotel accommodations, charges for communications, ground transfer services or meals other than those served on board an aircraft. On a case-by-case basis, the Carrier will reimburse Passengers reasonable expenses arising from the delay. The Passenger will be required to provide receipts as proof of the expense incurred. If the Carrier reimburses the Passenger, a portion of the amount paid is on account of tax. This policy is not intended to supersede, or conflict with, requirements under applicable passenger protection regulations.



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## Rule 105 Refunds

### (A) General

- (1) For Tickets purchased directly from the Carrier, the Carrier will make a refund to the person who purchased the Ticket. A Passenger has one year from the scheduled flight to request a refund for transportation services purchased but not used.
- (2) The Passenger must present to the Carrier or its authorized agent the unused Flight coupons of a Ticket, an Itinerary/Receipt, a record locator, or a Reservation number as satisfactory proof that the passenger has unused portions of a Ticket which are eligible for refund.
- (3) The Carrier will make refunds available through the Carrier's contact centres, at certain airports or its webpage, depending on the refund type and when the refund request is made.
- (4) For Tickets purchased through a travel agency or another airline, refund requests will be processed through such travel agency or airline to the person who purchased the ticket.
- (5) For tickets purchased directly from the Carrier, the Carrier will refund the Fare, if applicable, to the person who purchased the ticket, to the original form of payment or as a Travel Credit depending on the fare rule pursuant to Rule 15. The forgoing shall not apply to refunds owing pursuant to the APPR.
- (6) Refund of Tickets shall be made in the currency used to purchase the Ticket, whenever possible. However, Canadian dollar refunds or refunds in the currency of the country where the Passenger-initiated refund is requested may be made at the request of the Passenger, provided a refund in such currency is not prohibited by local government foreign exchange control regulations
- (7) In any case where a Passenger is entitled to a refund in the form of a Travel Credit towards the purchase of a future flight, the Travel Credit shall include all amounts paid by the Passenger in association with the fare, including refundable fees (from unused services such as seat selection fees or kennel fees, charges, surcharges or taxes). The Travel Credit shall be valid for one (1) year from the date of the Travel Credit's issuance and may be used towards the purchase of a future air-only booking with the Carrier.
- (8) Subject to requirements under the APPR, Basic tickets are entirely non-refundable and hold no credit for future travel. Refer to Rule 15 for applicable fare rule details.
- (9) Seat selection fees
  - (a) Seat selection fees are refundable to the original form of payment up until 24 hours before the scheduled time of departure.
  - (b) In the event of a Passenger-initiated cancellation of all flights on the reservation and seat cancellations are made more than two hours before the originally scheduled time of departure, the seat fee will be included in the cancellation funds to the original form of payment.
- (10) Subject to the applicability of the APPR, the Montreal Convention, and the Warsaw Convention, acceptance of a

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refund by the Passenger will release the Carrier from further liability.

(B) General Refunds

(1) Passenger-initiated cancellations

If a Passenger decides not to use the ticket and cancels the reservation, the Passenger may not be entitled to a refund, depending on any refund condition attached to the applicable fare.

- (a) When a ticket is cancelled within 24 hours of purchase, and the flight departure is greater than 24 hours from the time of purchase, a full refund to the original form of payment including refundable taxes, fees, and charges, without penalty can be obtained.
  - (b) After 24 hours from the time of purchase, for a Basic non-refundable ticket, the Carrier does not provide a refund of the fare paid, any taxes, fees, charges or surcharges collected unless required by law or where such taxes were collected in error.
  - (c) After 24 hours from the time of purchase, for tickets other than Basic non-refundable tickets, cancellation of the entire or partial itinerary is available up until 2 hours before departure.
    - (i) when permitted by the refund condition attached to the applicable fare and the ticket is fully unused, the amount of the refund is the fare paid and any refundable fees and charges paid less the cancellation fee set out in Rule 15.
    - (ii) when permitted by the refund condition attached to the applicable fare and the ticket is partially used, the amount of the cancellation refund will be the difference, if any, between the fare, refundable taxes and fees paid and the fare prorated by mileage, taxes fees and charges applicable for the flight taken, less any applicable cancellation fees as set out in Rule 15.
    - (iii) A refund in the form of a Travel Credit will be provided in cases of cancellation of Econo, Econoflex, Premium and Business fares in accordance with the conditions set out in (e) below.
- Exception: PremiumFlex and BusinessFlex fares can be cancelled (with applicable fees) and refunded to original form of payment
- (d) within two (2) hours of flight departure, a cancellation cannot be made and refunds including taxes fees and charges are not available. If a Passenger does not cancel before two hours before departure, any unused or unflown portion of the ticket is non-refundable and holds no credit for future travel.

(2) Passenger-initiated changes

If a Passenger decides to make changes to the reservation, the Passenger may not be entitled to a refund, depending on the conditions attached to the applicable fare.

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- (a) When a ticket is changed within 24 hours of purchase, and the flight departure is more than 24 hours from the time of purchase, a refund will be provided without penalty to the original form of payment for any difference between the fare paid and will include refundable taxes, fees and charges.
- (b) After 24 hours from the time of purchase, for a non-refundable ticket, the Carrier does not permit changes as set out in Rule 15 and will not refund any taxes, fees, charges or surcharges collected unless required by law or where such taxes were collected in error.
- (c) After 24 hours from the time of purchase for refundable tickets, changes to the entire or partial itinerary are available up until two (2) hours before departure:
  - (i) when the ticket is fully unused the amount of the refund is the fare paid and any refundable fees and charges paid less the change fee according to applicable fare rule as set out in Rule 15.
  - (ii) when the ticket is partially used, the amount of the change refund will be the difference if any between the fare prorated by mileage, refundable taxes, fees and charges paid and the fare, taxes fees and charges applicable for the flight taken, less any applicable change fees as set out in Rule 15.
  - (iii) A Travel Credit will be provided for Econo, Econoflex, Premium and Business fares in accordance with 1(e) above
  - (iv) Exception: PremiumFlex and BusinessFlex fares can be changed and any applicable difference in fares, refundable taxes, fees and charges as set out in Rule 15 can be refunded to the original form of payment.
- (d) Same-day change requests
 

Passengers may request a Same-day change to a confirmed flight. Changes are done for a fee as outlined in Rule 15, and can be completed only when:

  - (i) the flight is from the same origin to the same destination;
  - (ii) the flight is on the same calendar day as the original departure;
  - (iii) the flight is operated by the Carrier
  - (iv) the fare purchased is: Econo, EconoFlex, Premium, PremiumFlex, Business, BusinessFlex or Member Exclusive (Economy, Premium or Business);
  - (v) there is a seat available in the same cabin as originally booked;

Note: When flight is part of a Carrier vacation package booking, same-day changes will apply to the flight only. WestJet and WestJet Vacations are not responsible for any impact to other planned or reserved activities, including but not limited to transfers, hotel reservations, excursions, etc. Any unused components will be forfeited.

Note: changes to an earlier flight must be requested before the new flight's check-in cut-off time and the guest must not have already checked in their

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baggage. Changes to a later flight can be requested up until the standard departure time of the original flight.

Note: Same-day changes are not available for:

- (i) basic fare tickets;
- (ii) group bookings or charter flights;
- (iii) codeshare or interline flights; or
- (iv) flights on a different calendar day (if the

Passenger's

scheduled flight is the only one available that calendar day).

(3) Refusal to transport refunds

Subject to Involuntary Refunds in subsection (4) below, in the event a refund is required because of a refusal to transport,

- (a) If, no portion of a ticket has been used, the amount of refund will be equal to the Fare, refundable taxes, fees 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.

(4) Involuntary Refunds

For the purposes of this paragraph, an Involuntary Refund is a refund owed as a result of a delay, cancellation, or denied boarding pursuant to Rule 100 or a downgrade pursuant to Rule 75, or that is made due to any reason within the Carrier's control in the event the Passenger is prevented from using all or a portion of their ticket, including a substitution to a lower class of service by the Carrier (i.e. a downgrade), a missed connection due to a Schedule Irregularity, or a Refusal to Transport pursuant to Rule 30.

Exception: No Involuntary Refund is owed if Rule 30 - Refusal to Transport applies and the Guest was refused transport for failing to comply with any government regulation or engaging in prohibited conduct within the meaning of Rule 30(B)(1).

- (a) Involuntary refunds are not subject to any restrictions contained in the applicable Fare rule as set out in Rule 15.
- (b) If no portion of the ticket has been used, the refund will be equal to the Fare refundable taxes, fees, and charges paid; or
- (c) 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.
- (d) Refunds owed as a result of an obligation under the APPR and pursuant to Rule 100 will be provided by the Carrier 30 days after the passenger requests the refund.

(C) Jury duty

In the event a Passenger is called for jury duty, a full refund to the original form of payment and a waiver of cancellation fees will apply upon presentation of the jury summons. Redacted copies of the summons will be accepted as

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long as the Passenger's name, address and date of jury duty are visible. The Passenger must make the request for a refund before the date of travel.

(D) Refund in case of death

Refunds in the case of death are not subject to any restrictions contained in the applicable fare rules when transportation is cancelled due to death of a Passenger, a member of the Passenger's immediate family as defined in Rule 1, or of a travelling companion.

- (1) The following conditions must be met in order for these provisions to apply:
  - (a) The death occurs after the purchase of the ticket but before the commencement of travel or;
  - (b) After commencement of travel.
- (2) Before commencement of travel the refund will consist of full refund of the fare, refundable taxes, fees, charges, and surcharges paid
- (3) After commencement of travel the refund of any unused portion will be the difference, if any, between the fare, refundable taxes, fees, and surcharges paid and the fare, taxes, fees, charges and surcharges applicable for transportation used. No cancellation/change fee or penalty will be assessed. If a change or cancellation has already been made and the fee applied, cancellation/change fee will be refunded upon request.
- (4) In the event of death of the Passenger, refundable and non-refundable tickets will be refunded to such Passenger's estate or to the original form of payment.
- (5) Documentation providing proof of death must be submitted for a refund.
- (6) Refund will only be made upon presentation of applicable documents which may include the following:
  - (a) If a spouse request is made, a marriage certificate may be required.
  - (b) The reservation code, flight date and Passenger name on the reservation; and
  - (c) Proper documentation providing proof of the death of the immediate family member or of the Passenger, such as a copy of the death certificate, funeral director's statement, or acknowledgement of registration issued by a governmental authority is required. Documents or copies thereof must be issued and executed by the duly authorized authority in the country in which the death occurred, i.e. those designated by the laws of the country concerned.
- (d) Copy of the page of the Last Will and Testament that determines the Executor or a letter from the probate attorney.



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## Rule 115 Interline Baggage Acceptance

For travel to or from the United States, when travelling with one of the Carrier's code-share or interline partners, Passengers are encouraged to familiarize themselves with the baggage allowances and fees of the code-share or interline carrier as they may be different from the Carrier's baggage allowances and fees. The Carrier will comply with applicable regulations to ensure the appropriate baggage allowances and fees apply throughout the Passenger's entire journey.

- (A) Applicability
 

This rule is applicable to all interline itineraries issued on a single ticket whose origin or ultimate ticketed destination is in Canada. It establishes how WS will determine which carrier's baggage rules apply to any Passenger's entire interline itinerary.
- (B) General
 

For the purposes of interline baggage acceptance:

  - (1) The carrier whose designator code is identified on the first segment of the Passenger's interline ticket will be known as the selecting carrier.
  - (2) Any carrier who is identified as providing interline transportation to the Passenger by virtue of the Passenger's ticket will be known as a participating carrier.
- (C) Baggage rule determination by selecting carrier
  - (1) Checked baggage
 

The selecting carrier will:

    - (a) Select and apply its own baggage rules as set out in its tariff to the entire interline itinerary; or
    - (b) Select the most significant carrier, as determined by IATA resolution 302 and conditioned by the Canadian Transportation Agency, in order for that carrier's baggage rules, as established in its tariff, to apply to the entire interline itinerary.

The carrier identified by means of (a) or (b) will be known as the selected carrier.
  - (2) Carry-on baggage
 

Each operating carrier's carry-on baggage allowances will apply to each flight segment in an interline itinerary. Notwithstanding, the carry-on baggage charges that will apply to the entire interline itinerary will be those of the selected carrier.
- (D) Baggage rule application by participating carrier
 

Where WS is not the selected carrier on an interline itinerary but is a participating carrier that is providing transportation to the Passenger based on the ticket issued, WS will apply as its own the baggage rules of the selected carrier throughout the interline itinerary.
- (E) Disclosure of baggage rules
 

Summary page at the end of an online purchase and

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#### e-ticket disclosure

- (1) For baggage rules provisions related to a Passenger's 1st and 2nd checked bag and the Passenger's carry-on baggage (i.e. the Passenger's "standard" baggage allowance), when the carrier sells and issues a ticket for an interline itinerary, it will disclose to the Passenger on any summary page at the end of an online purchase and on the Passenger's itinerary/receipt and e-ticket at the time of ticketing the baggage information relevant to the Passenger itinerary as set out in paragraph 2 below. The disclosed information will reflect the baggage rules of the selected carrier.
- (2) The Carrier will disclose the following information:
  - (a) Name of the Carrier whose baggage rules apply;
  - (b) Passenger's free baggage allowance and/or applicable fees;
  - (c) Size and weight limits of the bags, if applicable;
  - (d) Terms or conditions that would alter or impact a Passenger's standard baggage allowances and charges (e.g. frequent flyer status, early check-in, pre-purchasing baggage allowances with a particular credit card);
  - (e) Existence of any embargoes that may be applicable to the Passenger's itinerary; and,
  - (f) Application of baggage allowances and charges (i.e. whether they are applied once per direction or if they are applicable at each stopover point).
- (3) The Carrier will provide this information in text format on the Passenger's e-ticket confirmation. any fee information provided for carry-on bags and the first and second checked bag will be expressed as specific charges (i.e., not a range).

#### web site disclosure

- The Carrier will disclose on its web site, in a convenient and prominent location, a complete and comprehensive summary of all the Carrier's own baggage rules, including information concerning:
- (a) The maximum weight and dimensions of Passenger bags, if applicable, both checked and unchecked;
  - (b) The number of checked and unchecked Passenger bags 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. surf boards, pets, bicycles, 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



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- Passengers (e.g. Frequent flyer status, early check in, pre-purchasing baggage allowances with a particular credit card); and,
- (h) Other rules governing treatment of baggage at stopover points, including Passengers subject to special baggage allowances or charges etc.
- (F) Definitions
- "Airline designator code"  
 An identification code comprised of two-characters which is used for commercial and traffic purposes such as reservations, schedules, timetables, ticketing, tariffs and airport display systems. airline designators are assigned by IATA. When this code appears on a ticket, it reflects the carrier that is marketing the flight, which might be different from the carrier operating the flight.
- "Baggage rules"  
 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 bags, if applicable, both checked and unchecked;
  - The number of checked and unchecked Passenger bags that can be transported and the applicable charges;
  - Excess and oversized baggage charges;
  - Charges related to check-in, collection and delivery of checked baggage;
  - Acceptance and charges related to special items, e.g. surfboards, 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 Passengers (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 Passengers subject to special baggage allowances or charges, etc.
- "Interline agreement":  
 An agreement between two or more carriers to co-ordinate the transportation of Passengers and their baggage from the flight of one air carrier to the flight of another air carrier (through to the next point of stopover).
- "Interline itinerary":  
 All flights reflected on a single ticket involving multiple air carriers. Only travel on a single ticket is subject to the agency's approach provided the origin or the ultimate ticketed destination is a point in Canada.
- "Interline travel":

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Travel involving multiple air carriers listed on a single ticket that is purchased via a single transaction.

"Single ticket":

A document that permits travel from origin to destination. It may include interline/code-share and intra-line segments. It may also include end-to-end combinations (i.e., stand-alone fares that can be bought separately but combined together to form one price).

"Summary page at the end of an online purchase":

A page on a carrier's website which summarizes the details of a ticket purchase transaction just after the Passenger has agreed to purchase the ticket from the carrier and has provided a form of payment.

"Ultimate ticketed destination":

In situations where a Passenger's origin is a non-Canadian point and the itinerary includes at least one stop in Canada, as well as at least one stop outside Canada. If the stop in Canada is the farthest checked point and the stop is more than 24 hours, the agency would consider the ultimate ticketed destination to be Canada.

Carrier definitions (various)

"Down line carrier":

Any carrier, other than the selecting carrier, who is identified as providing interline transportation to the Passenger by virtue of the Passenger's ticket.

"Marketing carrier":

The carrier that sells flights under its code.

"Most significant carrier (MSC)":

Is determined by a methodology, established by IATA (resolution 302), which establishes, for each portion of a Passenger's itinerary where baggage is checked through to a new stopover point, which carrier will be performing the most significant part of the service. For travellers under the resolution 302 system, the baggage rules of the MSC will apply. For complex itineraries involving multiple checked baggage points, there may be more than one MSC, resulting in the application of differing baggage rules through an itinerary.

"Most significant carrier (MSC)-IATA resolution 302 as conditioned by the agency":

In this instance, the MSC is determined by applying IATA resolution 302 methodology as conditioned by the agency. The agency's reservation has stipulated that only a single set of baggage rules may apply to any given interline itinerary. The aim of the agency's reservation is to allow the selecting carrier to use the MSC methodology to determine which carrier's baggage rules apply to an international interline itinerary to or from Canada, while reinforcing the role of tariffs in the determination of which carrier's rules apply.

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"Operating carrier":

The carrier that operates the actual flight.

"Participating carrier(s)":

Includes both the selecting carrier and down line carriers who have been identified as providing interline transportation to the Passenger by virtue of the Passenger's ticket.

"Selected carrier":

The carrier whose baggage rules apply to the entire interline itinerary.

"Selecting carrier":

The carrier whose designator code is identified on the first segment of the Passenger's ticket at the beginning of an itinerary issued on a single ticket whose origin or ultimate destination is in Canada.

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## Rule 145 Currency Applications

### Local currency fares and charges

- (1) Fares and related charges are expressed in the local currency of the country of commencement of transportation (COC), except those countries listed below which are expressed (A) in US dollars or (B) in Euro:

(A)

Afghanistan	Lebanon
Angola	Liberia
Anguilla	Madagascar
Antigua and Barbuda	Malawi
Argentina	Maldives
Bahamas	Mexico
Bangladesh	Mongolia
Barbados	Montserrat
Belize	Nicaragua
Bermuda	Nigeria
Bolivia	Palestinian Territory
Bonaire	Panama
Brazil	Paraguay
Burundi	Peru
Cambodia	Philippines
Cayman Islands	Rwanda
Chile	Saba
Colombia	Saint Eustatius
Congo, Dem. Rep. of	Saint Kitts
Costa Rica	and Nevis
Cuba	Saint Lucia
Dominica	Saint Vincent and
Dominican Republic	The Grenadines
Ecuador	Sao Tome and
El Salvador	Principe
Eritrea	Sierra Leone
Ethiopia	Somalia
Gambia	Suriname
Ghana	Tanzania, United
Grenada	Republic of
Guatemala	Timor Leste
Guinea	Trinidad and
Guyana	Tobago
Haiti	Uganda
Honduras	Ukraine
Indonesia	United States
Iraq	and U.S. Territories
Israel	Uruguay
Jamaica	Venezuela
Kenya	Viet Nam
Laos	Zambia
	Zimbabwe

(B)

Albania  
 Armenia  
 Austria

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Azerbaijan  
 Belarus  
 Belgium  
 Bosnia and Herzegovina  
 Bulgaria  
 Cape Verde  
 Croatia  
 Cyprus  
 Estonia  
 Finland  
 France except French Polynesia  
 (including Wallis and Futuna)  
 New Caledonia (including Loyalty Islands)  
 Georgia  
 Germany  
 Greece  
 Ireland  
 Italy  
 Kyrgyzstan  
 Latvia  
 Lithuania  
 Luxembourg  
 Macedonia (FYROM)  
 Malta  
 Moldova, Republic of Monaco  
 Montenegro  
 Netherlands  
 Portugal  
 Romania  
 Russia  
 Serbia  
 Slovakia  
 Slovenia  
 Spain  
 Tajikistan  
 Turkey  
 Turkmenistan  
 Uzbekistan

- (2) All add-ons shall be established in the currency of the country concerned, or where agreed, in U.S. dollars or in Euro or in any other currency.

Combination of local currency fares

To combine two or more local currency fares, convert all local currency fares into the currency of the country of commencement of transportation.

Step 1: (a) Establish the NUC amount for each local currency fare by dividing the local currency fare by the applicable IATA Rate of Exchange (ROE) shown in the Currency Conversion Table below for the country in which the currency is denominated.

(b) Calculate the resultant amount to two decimal places, ignoring any further decimal places.

Step 2: Add the resultant NUC amounts for the sectors involved.

Step 3: (a) Established the through local currency

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fare by multiplying the total NUC amounts (derived from Steps 1, 2, and 3 above) by the IATA Rate of Exchange (ROE) shown in the currency conversion table below for the country of commencement of travel.

- (b) Calculate the resultant amount of one decimal place beyond the number of decimal places shown next to the local currency in the conversion table below, ignoring any further decimal places.
- (c) Round up to the next higher rounding unit shown next to the local currency in the currency conversion table, unless otherwise indicated.

Exception: When an international ticket is comprised of all domestic fare components, but within different countries, the provisions outlines above shall apply.

#### Other Charges

Other charges shall be separately converted to the currency of the country of sale using the Bankers' selling Rate using the rounding units shown next to other charges in the currency conversion table.

MCOs for unspecified transportation and PTAs.

MCOs for unspecified transportation and PTAs when honored for payment of Air transportation shall be subject to the provisions of Rule 75 (Currency of Payment). The country of payment of the PTA or MCO shall be considered the country of original issue and determine construction Rules to apply.

#### Currency Table

For IATA Rate of Exchange (ROE) currency conversion table see pages 259-275.

#### Local Currency Rounding Table

For those countries where fares are expressed in USA and the USD is not the local currency; see pages 280-Q thru 282.

#### Currency Table

##### Abu Dhabi

(See United Arab Emirates)

##### Afghanistan

US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1

##### Albania

Euro	EUR	ROE:.908104	Note -
Round Up: Local Currency - 1			Other Charges - 0.01

##### Algeria

Algerian Dinar	DZD	ROE:120.675876	Note -
Round Up: Local Currency - 1			Other Charges - 1

##### American Samoa

US Dollar	USD	ROE:1.0	Note -
Round Up: Local Currency - 1			Other Charges - 0.1

##### Angola

US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1

##### Anguilla

US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1

##### Antigua and Barbuda

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US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Argentina			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Armenia			
Euro	EUR	ROE:.908104	Note E
Round Up: Local Currency - 1			Other Charges - 0.1
Aruba			
Aruban Guilder	AWG	ROE:1.8000000	Note -
Round Up: Local Currency - 1			Other Charges - 1
Australia			
Australian			
Dollar	AUD	ROE:1.468910	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Austria			
Euro	EUR	ROE:.908104	Note -
Round Up: Local Currency - 1			Other Charges - 0.01
Azerbaijan			
Euro	EUR	ROE:.908104	Note E
Round Up: Local Currency - 1			Other Charges - 0.1
Bahamas			
US Dollar	USD	ROE:1.0	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Bahrain			
Bahraini Dinar	BHD	ROE:.376100	Note -
Round Up: Local Currency - 1			Other Charges - 1
Bangladesh			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Barbados			
US Dollar	USD	ROE:1.0	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Belarus			
Euro	EUR	ROE:.908104	Note E
Round Up: Local Currency - 1			Other Charges - 0.1
Belgium			
Euro	EUR	ROE:.908104	Note -
Round Up: Local Currency - 1			Other Charges - 0.01
Belize			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Benin, Rep. Of			
CFA Franc	XOF	ROE:595.677380	Note -
Round Up: Local Currency - 100			Other Charges - 100
Bermuda			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Bhutan			
NGULTRUM	BTN	ROE:71.969032	Note -
Round Up: Local Currency - 1			Other Charges - 1
Bolivia			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Bonaire			
US Dollar	USD	ROE:1.0	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Bosnia and			



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Herzegovina			
Euro	EUR	ROE:.908104	Note E
Round Up: Local Currency - 1			Other Charges - 0.01
Botswana			
PULA	BWP	ROE:11.113232	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Brazil			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
British Virgin Islands			
US Dollar	USD	ROE:1.0	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Brunei			
Darussalam			
Brunei Dollar	BND	ROE:1.385105	Note -
Round Up: Local Currency - 1			Other Charges - 1
Bulgaria			
Euro	EUR	ROE:.908104	Note E
Round Up: Local Currency - 1			Other Charges - 0.01
Burkina Faso			
CFA Franc	XOF	ROE:595.677380	Note -
Round Up: Local Currency - 100			Other Charges - 100
Burundi			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Cambodia			
US Dollar	USD	ROE:1.0	Note -
Round Up: Local Currency - 1			Other Charges - 1.0
Cameroon			
CFA Franc	XAF	ROE:595.677380	Note -
Round Up: Local Currency - 100			Other Charges - 100
Canada			
Canadian dollar	CAD	ROE:1.323867	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Cape Verde			
Euro	EUR	ROE:.908104	Note E
Round Up: Local Currency - 1			Other Charges - 0.1
Cayman Islands			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Central African Republic			
CFA Franc	XAF	ROE:595.677380	Note -
Round Up: Local Currency - 100			Other Charges - 100
Chad			
CFA Franc	XAF	ROE:595.677380	Note -
Round Up: Local Currency - 100			Other Charges - 100
Chile			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
China			
Yuan Renminbi	CNY	ROE:7.145291	Note -
Round Up: Local Currency - 10			Other Charges - 1
Chinese Taipei			
Dollar	TWD	ROE:31.279394	Note -
Round Up: Local Currency - 1			Other Charges - 0.5
Colombia			

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US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Comoros			
Comoro			
Franc	KMF	ROE:446.758035	Note -
Round Up: Local Currency - 100			Other Charges - 50
Congo (Brazzaville)			
CFA Franc	XAF	ROE:595.677380	Note -
Round Up: Local Currency - 100			Other Charges - 100
Congo (Kinshasa)			
US Dollar	USD	ROE:1.0	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Cook Islands			
New Zealand			
Dollar	NZD	ROE:1.568442	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Costa Rica			
US Dollar	USD	ROE:1.0	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Cote d'Ivoire			
CFA Franc	XOF	ROE:595.677380	Note -
Round Up: Local Currency - 100			Other Charges - 100
Croatia			
Euro	EUR	ROE:.908104	Note E
Round Up: Local Currency - 1			Other Charges - 0.01
Cuba			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Curacao			
Netherlands			
Antilles			
Guilder	ANG	ROE:1.790000	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Cyprus			
Euro	EUR	ROE:0.908104	Note -
Round Up: Local Currency - 1			Other Charges - 0.05
Czech			
Republic			
Czech Koruna	CZK	ROE:23.484744	Note -
Round Up: Local Currency - 1			Other Charges - 1
Denmark			
DANISH KRONE	DKK	ROE:6.773884	Note -
Round Up: Local Currency - 5			Other Charges - 1
Djibouti			
Djibouti Franc	DJF	ROE:177.721000	Note -
Round Up: Local Currency - 100			Other Charges - 100
Dominica			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Dominican			
Republic			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Ecuador			
US Dollar	USD	ROE:1.0	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Egypt			
EGYPTIAN Pound	EGP	ROE:16.560000	Note -

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Round Up: Local Currency - 1	Other Charges - 1
El Salvador	
US Dollar USD ROE:1.0	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Equatorial Guinea	
CFA franc XAF ROE:595.677380	Note -
Round Up: Local Currency - 100	Other Charges - 100
Eritrea	
US Dollar USD ROE:1.0	Note D
Round Up: Local Currency - 1	Other Charges - 0.1
Estonia	
euro EUR ROE:.908104	Note -
Round Up: Local Currency - 5	Other Charges - 0.1
Ethiopia	
US Dollar USD ROE:1.0	Note D
Round Up: Local Currency - .	Other Charges - 0.1
Eswatini	
Lilangeni SZL ROE:15.071386	Note -
Round Up: Local Currency - 10	Other Charges - 1
European M. Union	
Euro EUR ROE:.908104	Note -
Round Up: Local Currency - 1	Other Charges - 0.5
Falkland Islands	
Falkland Islands Pound FKP ROE:.818146	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Faroe Islands	
Danish Krone DKK ROE:6.773884	Note -
Round Up: Local Currency - 5	Other Charges - 0.1
Fiji	
Fiji Dollar FJD ROE:2.204261	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Finland	
Euro EUR ROE:.908104	Note -
Round Up: Local Currency - 1	Other Charges - 0.01
France	
Euro EUR ROE:.908104	Note -
Round Up: Local Currency - 1	Other Charges - 0.01
French Guiana	
Euro EUR ROE:.908104	Note -
Round Up: Local Currency - 1	Other Charges - 0.01
French Polynesia	
CFP Franc XPF ROE:108.365631	Note -
Round Up: Local Currency - 5	Other Charges - 1
Gabon	
CFA Franc XAF ROE:595.677380	Note -
Round Up: Local Currency - 100	Other Charges - 100
Gambia	
US Dollar USD ROE:1.0	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Georgia	
Euro EUR ROE:.908104	Note E
Round Up: Local Currency - 1	Other Charges - 0.1
Germany	
Euro EUR ROE:.908104	Note -
Round Up: Local Currency - 1	Other Charges - 0.01
Ghana	
US Dollar USD ROE:1.0	Note D
Round Up: Local Currency - 1	Other Charges - 0.1

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Gibraltar			
Gibraltar			
Pound	GIP	ROE:.818146	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Greece			
Euro	EUR	ROE:.908104	Note -
Round Up: Local Currency - 100			Other Charges - 10
Greenland			
Danish Krone	DKK	ROE:6.773884	Note -
Round Up: Local Currency - 5			Other Charges - 1
Grenada			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Guadeloupe			
Euro	EUR	ROE:.908104	Note -
Round Up: Local Currency - 1			Other Charges - 0.01
Guam			
US Dollar	USD	ROE:1.0	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Guatemala			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Guinea			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Guinea-Bissau			
CFA Franc	XOF	ROE:595.677380	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Guyana			
US Dollar	USD	ROE:1.0	Note -
Round Up: Local Currency - 1			Other Charges - 1
Haiti			
US Dollar	USD	ROE:1.0	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Honduras			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Hong Kong			
Hong Kong Dollar	HKD	ROE:7.841150	Note -
Round Up: Local Currency - 10			Other Charges - 1
Hungary			
Forint	HUF	ROE:299.756829	Note -
Round Up: Local Currency - 10			Other Charges - 10
Iceland			
Iceland Krone	ISK	ROE:126.754430	Note -
Round Up: Local Currency - 100			Other Charges - 10
India			
Indian Rupee	INR	ROE:71.969032	Note -
Round Up: Local Currency - 5			Other Charges - 1
Indonesia			
Indonesian Rupiah	IDR	ROE:14126.800000	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Iran, Islamic Republic of			
Iranian Rial	IRR	ROE:112807.000000	Note -
Round Up: Local Currency - 100			Other Charges - 100
Iraq			
Iraq Dinar	IQD	ROE:1199.765150	Note D

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Round Up: Local Currency - 0.1	Other Charges - 0.05
Ireland	
Euro EUR ROE:.908104	Note -
Round Up: Local Currency - 1	Other Charges - 0.01
Israel	
US Dollar USD ROE:1.0	Note D
Round Up: Local Currency - 1	Other Charges - 0.1
Italy	
Euro EUR ROE:.908104	Note -
Round Up: Local Currency - 1	Other Charges - 0.01
Jamaica	
US Dollar USD ROE:1.0	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Japan	
YEN JPY ROE:106.608770	Note -
Round Up: Local Currency - 100	Other Charges - 10
Jordan	
Jordanian Dinar JOD ROE: .709000	Note -
Round Up: Local Currency - 1	Other Charges - 0.05
Kazakhstan	
Tenge KZT ROE:387.166000	Note D
Round Up: Local Currency - 1	Other Charges - 0.1
Kenya	
US Dollar USD ROE:1.0	Note D
Round Up: Local Currency - 1	Other Charges - 0.1
Kiribati	
Australian	
Dollar AUD ROE:1.468910	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Korea, Democratic People's Republic of	
North Korean Won KPW ROE:107.250000	Note -
Round Up: Local Currency - 1	Other Charges - 1
Korea, Republic of	
Korean Won KRW ROE:1201.730079	Note -
Round Up: Local Currency - 100	Other Charges - 100
Kuwait	
Kuwait Dinar KWD ROE:.304751	Note -
Round Up: Local Currency - 1	Other Charges - 0.05
Kyrgyzstan	
Euro EUR ROE:.908104	Note E
Round Up: Local Currency - 1	Other Charges - 0.1
Laos, People's Democratic Republic of	
US Dollar USD ROE:1.0	Note D
Round Up: Local Currency - 1	Other Charges - 0.1
Latvia	
Euro EUR ROE:.908104	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Lebanon	
US Dollar USD ROE:1.0	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Lesotho	

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LOTI	LSL	ROE:15.071386	Note -
Round Up: Local Currency - 10			Other Charges - 0.1
Liberia			
US Dollar	USD	ROE:1.0	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Libyan Arab			
Jamahiriya			
Libyan Dinar	LYD	ROE:1.431813	Note -
Round Up: Local Currency - 0.1			Other Charges - 0.05
Lithuania			
Euro	EUR	ROE:.908104	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Luxembourg			
Luxembourg			
Euro	EUR	ROE:.908104	Note -
Round Up: Local Currency - 1			Other Charges - 0.01
Macao			
Pataca	MOP	ROE:8.076385	Note -
Round Up: Local Currency - 10			Other Charges - 1
Madagascar			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 100			Other Charges - 50
Malawi			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Malaysia			
Malaysian			
Ringgit	MYR	ROE:4.194384	Note -
Round Up: Local Currency - 1			Other Charges - 1
Maldives			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Mali			
CFA Franc	XOF	ROE:595.677380	Note -
Round Up: Local Currency - 100			Other Charges - 100
Malta			
Euro	EUR	ROE:.908104	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Marshall Islands			
US Dollar	USD	ROE:1.0	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Martinique			
Euro	EUR	ROE:.908104	Note -
Round Up: Local Currency - 1			Other Charges - 0.01
Mauritania			
Ouguiya	MRO	ROE:37.391920	Note -
Round Up: Local Currency - 20			Other Charges - 10
Mauritius			
Mauritius Rupee	MUR	ROE:37.445118	Note -
Round Up: Local Currency - 5			Other Charges - 1
Mayotte			
Euro	EUR	ROE:.908104	Note -
Round Up: Local Currency - 1			Other Charges - 0.01
Mexico			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Micronesia			
US Dollar	USD	ROE:1.00	Note -

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Round Up: Local Currency - 1	Other Charges - 0.1
Moldova, Republic of	
Euro EUR ROE:.908104	Note E
Round Up: Local Currency - 1	Other Charges - 0.1
Monaco	
Euro EUR ROE:.908104	Note -
Round Up: Local Currency - 1	Other Charges - 0.01
Mongolia	
US Dollar USD ROE:1.0	Note D
Round Up: Local Currency - 1	Other Charges - 0.1
Montenegro	
Euro EUR ROE:.908104	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Montserrat	
US Dollar USD ROE:1.0	Note D
Round Up: Local Currency - 1	Other Charges - 0.1
Morocco	
Moroccan Dirham MAD ROE:9.756254	Note -
Round Up: Local Currency - 5	Other Charges - 1
Mozambique	
Metical MZM ROE:62.046000	Note -
Round Up: Local Currency - 10000	Other Charges - 10000
Myanmar	
Kyat MMK ROE:1546.704423	Note D
Round Up: Local Currency - 1	Other Charges - 1
Namibia	
Namibian Dollar NAD ROE:15.071386	Note -
Round Up: Local Currency - 10	Other Charges - 1
Nauru	
Australian Dollar AUD ROE:1.468910	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Nepal	
Nepalese Rupee NPR ROE:115.150452	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Netherlands	
Netherlands	
Euro EUR ROE:.908104	Note -
Round Up: Local Currency - 1	Other Charges - 0.01
Netherlands	
Antilles	
Netherlands	
Antillean	
Guilder ANG ROE:1.790000	Note -
Round Up: Local Currency - 1	Other Charges - 1
New Caledonia	
CFP Franc XPF ROE:108.365631	Note -
Round Up: Local Currency - 100	Other Charges - 10
New Zealand	
New Zealand Dollar NZD ROE:1.568442	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Nicaragua	
US Dollar USD ROE:1.0	Note D
Round Up: Local Currency - 1	Other Charges - 0.1
Niger	
CFA Franc XOF ROE:595.677380	Note -



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Round Up: Local Currency - 100	Other Charges - 100
Nigeria	
US Dollar USD ROE:1.0	Note D
Round Up: Local Currency - 1	Other Charges - 0.1
Niue	
New Zealand Dollar NZD ROE:1.568442	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Norfolk Island	
Australian Dollar AUD ROE:1.468910	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Northern Mariana Islands	
US Dollar USD ROE:1.0	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Norway	
Norwegian Krone NOK ROE:9.026063	Note -
Round Up: Local Currency - 5	Other Charges - 1
Occupied Palestinian Territory	
US Dollar USD ROE:1.0	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Oman	
Rial Omani OMR ROE: .384500	Note -
Round Up: Local Currency - 1	Other Charges - 1
Pakistan	
Pakistan Rupee PKR ROE:156.955904	Note -
Round Up: Local Currency - 10	Other Charges - 1
Palau	
US Dollar USD ROE:1.0	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Panama	
US Dollar USD ROE:1.0	Note D
Round Up: Local Currency - 1	Other Charges - 0.1
Papua New Guinea	
KINA PGK ROE:3.487872	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Paraguay	
US Dollar USD ROE:1.0	Note D
Round Up: Local Currency - 1	Other Charges - 0.1
Peru	
US Dollar USD ROE:1.0	Note D
Round Up: Local Currency - 1	Other Charges - 0.1
Philippines	
US Dollar USD ROE:1.0	Note D
Round Up: Local Currency - 1	Other Charges - 0.1
Poland	
PLN PLN ROE:3.948006	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Portugal	
Portuguese	
Euro EUR ROE: .908104	Note -
Round Up: Local Currency - 1	Other Charges - 0.01
Puerto Rico	
US Dollar USD ROE:1.0	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Qatar	
Qatari Rial QAR ROE:3.640000	Note -
Round Up: Local Currency - 10	Other Charges - 10
Reunion	

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Euro	EUR	ROE:.908104	Note -
Round Up: Local Currency - 1			Other Charges - 0.01
Romania			
Euro	EUR	ROE:.908104	Note E
Round Up: Local Currency - 1			Other Charges - 0.01
Russian Federation			
Euro	EUR	ROE:.908104	Note E
Round Up: Local Currency - 1			Other Charges - 0.01
Rwanda			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Saba			
US Dollar	USD	ROE:1.0	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Saint Helena			
Saint Helena			
Pound	SHP	ROE: 0.818146	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Saint Kitts and Nevis			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Saint Lucia			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Saint Maarten			
Guilder Netherlands Antilles	ANG	ROE:1.790000	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Saint Pierre and Miquelon			
Euro	EUR	ROE:.908104	Note -
Round Up: Local Currency - 0.01			Other Charges - 0.01
Saint Vincent and The Grenadines			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Samoa			
Tala	WST	ROE:2.758274	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Sao Tome and Principe			
US Dollar	USD	ROE:1.0	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Saudi Arabia			
Saudi Riyal	SAR	ROE:3.750000	Note -
Round Up: Local Currency - 1			Other Charges - 1
Senegal			
CFA Franc	XOF	ROE:595.677380	Note -
Round Up: Local Currency - 100			Other Charges - 100
Serbia			
Euro	EUR	ROE:.908104	Note E
Round Up: Local Currency - 1			Other Charges - 0.1
Seychelles			
Seychelles			
Rupee	SCR	ROE:14.552957	Note -
Round Up: Local Currency - 1			Other Charges - 1

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Sierra Leone			
US Dollar	USD	ROE:1.0	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Singapore			
Singapore Dollar	SGD	ROE:1.385105	Note -
Round Up: Local Currency - 1			Other Charges - 1
Slovakia			
Euro	EUR	ROE:.908104	Note -
Round Up: Local Currency - 1			Other Charges - 1
Slovenia			
Euro	EUR	ROE:.908104	Note -
Round Up: Local Currency - 100			Other Charges - 1
Solomon Islands			
Solomon Islands Dollar	SBD	ROE:8.494263	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Somalia			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
South Africa			
Rand	ZAR	ROE:15.071386	Note -
Round Up: Local Currency - 10			Other Charges - 1
South Sudan			
South Sudanese Pound SSP		ROE:159.403000	Note G
Round Up: Local Currency - 1			Other Charges - 1
Spain			
Euro	EUR	ROE:.908104	Note -
Round Up: Local Currency - 1			Other Charges - 0.01
Sri Lanka			
SRI LANKA RUPEE	LKR	ROE:181.346000	Note -
Round Up: Local Currency - 100			Other Charges - 1
Sudan			
Sudanese Dinar	SDG	ROE:45.225000	Note G
Round Up: Local Currency - 1			Other Charges - 1
Suriname			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Sweden			
Swedish Krone	SEK	ROE:9.726038	Note -
Round Up: Local Currency - 5			Other Charges - 1
Switzerland			
SWISS Franc	CHF	ROE:.987367	Note -
Round Up: Local Currency - 1			Other Charges - 0.5
Syrian Arab Republic			
Syrian Pound	SYR	ROE:436.000000	Note G
Round Up: Local Currency - 1			Other Charges - 1
Tajikistan			
Euro	EUR	ROE:.908104	Note E
Round Up: Local Currency - 1			Other Charges - 0.1
Tanzania, United Republic of			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Thailand			
Baht	THB	ROE:30.821100	Note -
Round Up: Local Currency - 5			Other Charges - 5

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Timor - Leste			
US Dollar	USD	ROE:1.0	Note -
Round Up: Local Currency - 5			Other Charges - 0.1
Togo			
CFA Franc	XOF	ROE:595.677380	Note -
Round Up: Local Currency - 100			Other Charges - 100
Tonga			
Pa'anga	TOP	ROE:2.385951	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Trinidad and Tobago			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Tunisia			
Tunisian Dinar	TND	ROE:2.918174	Note -
Round Up: Local Currency - 0.5			Other Charges - 0.5
Turkey			
Turkish			
Lira	TRY	ROE:5.715780	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Turkmenistan			
New Manat	TMT	ROE:3.500000	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Turks and Caicos Islands			
US Dollar	USD	ROE:1.0	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Tuvalu			
Australian Dollar	AUD	ROE:1.468910	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Uganda			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Ukraine			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
United Arab Emirates (Comprised of Abu Dhabi, Ajman, Dubai, Fujairah, Ras-el-Khaimah, Sharjah, Umm Al Qaiwain)			
UAE Dirham	AED	ROE:3.672750	Note -
Round Up: Local Currency - 10			Other Charges - 10
United Kingdom			
Pound Sterling	GBP	ROE:0.818146	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
United States			
US Dollar	USD	ROE:1.0	Note -
Round Up: Local Currency - 1			Other Charges - 0.1
Uruguay			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local Currency - 1			Other Charges - 0.1
Uzbekistan			
Euro	EUR	ROE:.908104	Note E
Round Up: Local Currency - 1			Other Charges - 0.1

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Vanuatu			
Vatu	VUV	ROE:114.140000	Note -
Round Up: Local	Currency - 100		Other Charges - 10
Venezuela			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local	Currency - 1		Other Charges - 0.1
Vietnam			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local	Currency - 1		Other Charges - 0.1
Wallis and Futuna Islands			
CFP Franc	XPF	ROE:108.365631	Note -
Round Up: Local	Currency - 100		Other Charges - 10
Yemen, Republic of			
Yemini Rial	YER	ROE:250.000000	Note G
Round Up: Local	Currency - 1		Other Charges - 0.1
Zambia			
US Dollar	USD	ROE:1.0	Note D
Round Up: Local	Currency - 1		Other Charges - 0.1
Zimbabwe			
Zimbabwe Dollar	USD	ROE:1.0	Note -
Round Up: Local	Currency - 1		Other Charges - 0.1

Notes:

- D International Fares from this country are published in US Dollars. This rate of exchange is to be used solely to convert local currency domestic fares to US Dollars. This will allow combination of domestic fares and international fares from this country on the same ticket and provide a common industry base.
- E International Fares from this country are published in Euro. This rate of exchange is to be used solely to convert local currency domestic fares to Euro. This will allow combination of domestic fares and international fares from this country on the same ticket and provide a common industry base.
- G This rate of exchange is established by Government Order and does not result from the application of Resolution 024c.

Local Currency Rounding Table

For those countries where fares are expressed in USD and the USD is not the local currency, and when payment is tendered in the local currency, the amounts shall be rounded up to next unit as per the following table, unless otherwise shown:

Afghanistan			
Afghani	AFA		Note -
Round Up: Local	Currency - 1		Other Charges - 1
Albania			
Lek	ALL		Note -
Round Up: Local	Currency - 1		Other Charges - 1
Angola			
KWANZA	AOK		Note -
Round up: Local	Currency - 1000000		Other Charges - 0.1
Kwanza			
Reajustado	AOR		Note -
Round Up: Local	Currency - 100		Other Charges - 100

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 Carrier: WestJet - WS

Anguilla			
EC Dollar	XCD		Note 3
Round Up: Local Currency	- 1		Other Charges - 0.1
Antigua and Barbuda			
EC Dollar	XCD		Note -
Round Up: Local Currency	- 1		Other Charges - 0.1
Argentina			
Argentine Peso	ARS		Note 1,3
Round Up: Local Currency	- 1000		Other Charges -
1000			
Armenia			
Armenian Dram	AMD		Note -
Round Up: Local Currency	- 100		Other Charges - 10
Azerbaijan			
Azerbaijani			
Manat	AZM		Note -
Round Up: Local Currency	- 100		Other Charges - 10
Bahamas			
Bahamian Dollar	BSD		Note -
Round Up: Local Currency	- 1		Other Charges - 0.1
Bangladesh			
Taka	BDT		Note -
Round Up: Local Currency	- 1		Other Charges - 1
Barbados			
Barbados Dollar	BBD		Note -
Round Up: Local Currency	- 1		Other Charges - 0.1
Belarus			
Belarussian			
Ruble	BYB		Note -
Round Up: Local Currency	- 100		Other Charges - 10
Belize			
Belize Dollar	BZD		Note 1
Round Up: Local Currency	- 1		Other Charges - 0.1
Bermuda			
Bermudian			
Dollar	BMD		Note 3
Round Up: Local Currency	- 1		Other Charges - 0.1
Bolivia			
Boliviano	BOB		Note 1
Round Up: Local Currency	- 1		Other Charges - 0.1
Bosnia and Herzegovina			
Dinar	BAD		Note -
Round Up: Local Currency	- 1		Other Charges - 1
Brazil			
Brazilian Real	BRL		Note 1,2
Round Up: Local Currency	- 1		Other Charges - 1
Burundi			
Burundi Franc	BIF		Note -
Round Up: Local Currency	- 10		Other Charges - 5
Bulgaria			
Lev	BGL		Note -
Round Up: Local Currency	- 1		Other Charges - 1
Cambodia			
Riel	KHR		Note -
Round Up: Local Currency	- 10		Other Charges - 10
Cape Verde			

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Cape Verde			
Escudo	CVE		Note -
Round Up: Local Currency	- 100		Other Charges - 100
Cayman Islands			
Cayman Island Dollar	KYD		Note 3
Round Up: Local Currency	- 0.1		Other Charges - 0.1
Chile			
Chilean Peso	CLP		Note 1
Round Up: Local Currency	- 1		Other Charges - 1
Colombia			
Colombian Peso	COP		Note 1
Round Up: Local Currency	- 100		Other Charges - 100
Costa Rica			
Costa Rican Colon	CRC		Note 1
Round Up: Local Currency	- 10		Other Charges - 10
Croatia			
Croatian Kuna	HRK		Note 3
Round Up: Local Currency	- 1		Other Charges - 1
Cuba			
Cuban Peso	CUP		Note -
Round Up: Local Currency	- 1		Other Charges - 0.1
Dominica			
EC Dollar	XCD		Note -
Round Up: Local Currency	- 1		Other Charges - 0.1
Dominican Republic			
Dominican Peso	DOP		Note -
Round Up: Local Currency	- 1		Other Charges - 0.1
Ecuador			
Sucre	ECS		Note 1,3
Round Up: Local Currency	- 1		Other Charges - 0.1
El Salvador			
El Salvador Colon	SVC		Note -
Round Up: Local Currency	- 1		Other Charges - 1
Eritrea			
Ethiopian Birr	ETB		Note -
Round Up: Local Currency	- 1		Other Charges - 1
Estonia			
Kroon	EEK		Note -
Round Up: Local Currency	- 1		Other Charges - 0.1
Ethiopia			
Ethiopian Birr	ETB		Note -
Round Up: Local Currency	- 1		Other Charges - 1
Gambia			
Dalasi	GMD		Note -
Round Up: Local Currency	- 1		Other Charges - 0.1
Georgia			
Lari	GEL		Note -
Round Up: Local Currency	- 100		Other Charges - 10
Ghana			
Cedi	GHC		Note -
Round Up: Local Currency	- 1		Other Charges - 0.1
Grenada			
EC Dollar	XCD		Note -



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Round Up: Local Currency - 1	Other Charges - 0.1
Guatemala	
Quetzal GTQ	Note 3
Round Up: Local Currency - 1	Other Charges - 0.1
Guinea	
Guinea Franc GNF	Note -
Round Up: Local Currency - 100	Other Charges - 100
Guyana	
Guyana Dollar GYD	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Haiti	
Gourde HTG	Note -
Round Up: Local Currency - 1	Other Charges - 0.5
Honduras	
Lempira HNL	Note 1
Round Up: Local Currency - 1	Other Charges - 0.2
Indonesia	
Rupiah IDR	Note -
Round Up: Local Currency - 100	Other Charges - 100
Israel	
Shekel ILS	Note 3
Round Up: Local Currency - 1	Other Charges - 1
Jamaica	
Jamaican Dollar JMD	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Kazakhstan	
Kazakhstan	
Tenge KZT	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Kenya	
Kenyan Shilling KES	Note -
Round Up: Local Currency - 5	Other Charges - 5
Kyrgyzstan	
Som KGS	Note -
Round Up: Local Currency - 1	Other Charges - .1
Laos, People's	
Democratic	
Republic of	
Kip LAK	Note -
Round Up: Local Currency - 10	Other Charges - 10
Latvia	
Latvian Lats LVL	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Lebanon	
Lebanese Pound LBP	Note -
Round Up: Local Currency - 100	Other Charges - 100
Liberia	
Liberian Dollar LRD	Note -
Round Up: Local Currency - 100	Other Charges - 100
Lithuania	
Lithuanian Litas LTL	Note -
Round Up: Local Currency - 1	Other Charges - 0.1
Macedonia, The	
Former Yugoslav	
Republic of	
Dener MKD	Note 3
Round Up: Local Currency - 1	Other Charges - 1
Madagascar	

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Malagasy Franc	MGF	Note -
Round Up: Local Currency	-1000	Other Charges - 50
Malawi		
Kwacha	MWK	Note -
Round Up: Local Currency	- 1	Other Charges - 0.1
Maldives		
Rufiyaa	MVR	Note 1
Round Up: Local Currency	- 1	Other Charges - 1
Mexico		
Mexican		
Peso	MXN	Note -
Round Up: Local Currency	- 1	Other Charges - 1
Moldova,		
Republic of		
Moldovan Leu	MDL	Note -
Round Up: Local Currency	- 1	Other Charges - 0.1
Mongolia		
Tugrik	MNT	Note -
Round Up: Local Currency	- -	Other Charges - -
Montserrat		
EC Dollar	XCD	Note 3
Round Up: Local Currency	- 1	Other Charges - 0.1
Nepal		
Nepalese Rupee	NPR	Note -
Round Up: Local Currency	- 1	Other Charges - 1
Nicaragua		
Cordoba Oro	NIO	Note 1
Round Up: Local Currency	- 1	Other Charges - 1
Nigeria		
Naira	NGN	Note -
Round Up: Local Currency	- 1	Other Charges - 0.1
Panama		
Balboa	PAB	Note -
Round Up: Local Currency	- 1	Other Charges - 0.1
Paraguay		
Guarani	PYG	Note 1
Round Up: Local Currency	- 1000	Other Charges - 1000
Peru		
Nuevo Sol	PES	Note -
Round Up: Local Currency	- 0.1	Other Charges - 0.1
Philippines		
Philippine Peso	PHP	Note -
Round Up: Local Currency	-1	Other Charges - 1
Poland		
Zloty	PLN	Note -
Round Up: Local Currency	- 1	Other Charges - 0.1
Romania		
Leu	ROL	Note -
Round Up: Local Currency	- 1	Other Charges - 1
Russian		
Federation		
Belarussian		
Ruble	BYB	Note -
Round Up: Local Currency	- 100	Other Charges - 10
Rwanda		
Rwanda France	RWF	Note -
Round Up: Local Currency	- 10	Other Charges - 5
Saint Kitts		

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and Nevis		
EC Dollar	XCD	Note -
Round Up: Local Currency - 1		Other Charges - 0.1
Saint Lucia		
EC Dollar	XCD	Note -
Round Up: Local Currency - 1		Other Charges - 0.1
Saint Vincent and The Grenadines		
EC Dollar	XCD	Note -
Round Up: Local Currency - 1		Other Charges - 0.1
Sao Tome and Principe		
Dobra	STD	Note -
Round Up: Local Currency - 10		Other Charges - 10
Sierra Leone		
Leone	SLL	Note -
Round Up: Local Currency - 1		Other Charges - 0.1
Somalia		
Somali Shilling	SOS	Note -
Round Up: Local Currency - 1		Other Charges - 1
Surinam		
Surinam Guilder	SRG	Note -
Round Up: Local Currency - 1		Other Charges - 1
Tajikistan		
Tasik Ruble	TJR	Note -
Round Up: Local Currency - 100		Other Charges - 10
Tanzania, United Republic of		
Tanzanian Shilling	TZS	Note -
Round Up: Local Currency - 10		Other Charges - 10
Trinidad and Tobago		
Trinidad and Tobago Dollar	TTD	Note -
Round Up: Local Currency - 1		Other Charges - 0.1
Turkey		
Turkish Lira	TRL	Note -
Round Up: Local Currency - 1000		Other Charges - 100
Turkmenistan		
Manat	TMM	Note -
Round Up: Local Currency - 1		Other Charges - 0.1
Uganda		
Uganda Shilling	UGX	Note -
Round Up: Local Currency - 1		Other Charges - 1
Ukraine		
Hryvnia	UAH	Note -
Round Up: Local Currency - 1		Other Charges - 0.1
Uruguay		
Uruguayan Peso	UYU	Note -1,3
Round Up: Local Currency - 100		Other Charges - 100
Uzbekistan		
Uzbekistan		
Sum	UZS	Note -
Round Up: Local Currency - 100		Other Charges - 10
Venezuela		

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Bolivar	VEB	Note -
Round Up: Local Currency - 10		Other Charges - 10
Viet Nam		
Dong	VND	Note -
Round Up: Local Currency - 1		Other Charges - 1
Yemen,		
Republic of		
Yemeni Rial	YER	Note -
Round Up: Local Currency - 1		Other Charges - 1
Yugoslavia		
New Dinar	YUM	Note 4
Round Up: Local Currency - 1		Other Charges - 1
Zaire		
New Zaire	ZRN	Note -
Round Up: Local Currency - 1		Other Charges - 0.05
Zambia		
Kwacha	ZMK	Note -
Round Up: Local Currency - 1		Other Charges - 5

Notes:

1. For documents issued in the local currency of this country, refunds shall only be made in this country and in the currency of this country.
2. No rounding is involved, all decimals beyond two shall be ignored.
3. Rounding of fares and other charges shall be to the nearest rounding unit.
4. Rounding shall be accomplished by dropping amounts of 50 paras and less and increasing amounts of more than 50 paras to the next higher New Dinar.

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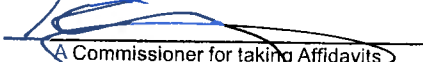
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This is Exhibit “ D ” referred to in  
the affidavit of Ciarah Machado  
sworn before me at the City of Vancouver  
this 19 day of August 20 24

  
A Commissioner for taking Affidavits  
in and for the Province of British Columbia



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Release #: WJA 23.03

May 15, 2023

## WestJet Pilots File 72-Hour Strike Notice

### Company Refuses to Recognize Pilots' Needs

**Calgary, AB**—At 8:00 p.m., May 15, WestJet pilots, represented by the Air Line Pilots Association, Int'l (ALPA), issued a 72-hour strike notice to WestJet management and the government. This starts the clock on a 72-hour countdown to negotiate a fair and equitable contract, before the pilots can legally utilize all the options available to them under the Canada Labour Code.

The union could have filed the notice over the weekend, but in a bid to keep the airline operating, agreed to extend negotiations. This sign of good faith was to allow enough time to review additional proposals put forth by both parties. While progress was made on most non-cost items, both sides have been unable to reach an agreement that will serve the best interests of all parties involved.

"After nine months of negotiating, management still fails to understand today's labour market





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more will follow if this agreement does not meet our pilots' needs," said Capt. Bernard Lewall, chair of the WestJet ALPA Master Executive Council (MEC). "Without the economic and job security improvements our pilots require, WestJet will be parking planes, as they will not have enough pilots to operate them or accomplish its own growth strategy."

As of 3:00 a.m. MT on May 19, the WestJet pilots plan to begin lawful job action, which could include grounding all aircraft and effectively shutting down operations.

"Flight disruptions are never an ideal outcome, especially given the tremendous support our guests have shown us, and we want to continue being a major contributor to our company's success by helping WestJet realize its growth strategy," noted Lewall. "However, WestJet pilots will withdraw our services to secure a contract that will fix many of the airline's labour problems and make it a career destination for pilots once again."

On average, a WestJet Group of Companies pilot leaves every 18 hours—mostly to fly for WestJet's competitors. Negotiators continue to make proposals that will go a long way to rectifying WestJet's pilot attraction and retention crisis by seeking better job security, industry-standard pay, and more flexible schedules to allow for a better work life balance—consistent with collective agreements that other ALPA-represented pilot groups are signing with their employers. ALPA's more than 69,000 pilots stand behind the WestJet pilots as they ready themselves for possible legal job action.

"We are hopeful today's strike notice filing will provide management with the incentive to recognize just how dire the situation is and reach an agreement with us," continued Lewall. "That's why we will continue to make our negotiators available 24/7 during the remainder of the 72-hour strike notice period."

Founded in 1931, ALPA is the largest airline pilot union in the world and represents more than 69,000 pilots at 39 U.S. and Canadian airlines. Visit [ALPA.org](http://ALPA.org) or follow us on Twitter [@ALPAPilots](https://twitter.com/ALPAPilots).

-###-

CONTACT: ALPA Media, 703-481-4440 or [Media@alpa.org](mailto:Media@alpa.org)

We're All Just a Disaster Away from Needing Pilots for Pilots.

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# Air Passenger Protection Regulations - Regulatory Impact Analysis Statement

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## Executive summary

**Issues:** Currently, Canada does not have a standardized passenger protection regime for air travel. While the *Air Transportation Regulations* (ATR) establish the terms and conditions that air carriers operating in Canada must address in their tariffs, air carriers are permitted to establish their own policies in these areas. This approach has not always resulted in transparent, clear, fair, and consistent policies regarding the treatment of passengers. Regulations are required to establish air carrier obligations that achieve these objectives.

**Description:** The Air Passenger Protection Regulations (APPR) define requirements with respect to clear communication, delayed or cancelled flights, denied boarding, tarmac delays over three hours, the seating of children under the age of 14, damaged or lost baggage, and the transportation of musical instruments. These regulations ensure clearer, more consistent passenger rights by establishing minimum requirements, standards of treatment, and in some situations minimum levels of compensation that all air carriers must provide to passengers. The regulations also address other consumer-related issues such as the transportation of minors and a housekeeping change related to air services price advertising.

**Rationale:** The *Canada Transportation Act* (Act), as amended in May 2018, requires the Canadian Transportation Agency (CTA) to create new air passenger protection regulations and sets a framework for these regulations. In order to develop regulations that are robust, fair and balanced, the CTA considered feedback from the public and stakeholders, as well as best practices and lessons learned in other jurisdictions.

## Issues

The CTA, in consultation with the Minister of Transport, is defining in regulation air carriers' requirements to communicate clearly, as well as obligations toward passengers when issues arise, such as delayed or cancelled flights, denied boarding, tarmac delays, and damaged or lost baggage. The regulations also establish requirements regarding the seating of children under the age of 14 and require policies on the transportation of musical instruments. The new regulations ensure clearer, more consistent passenger rights by establishing minimum requirements, standards of treatment, and in some situations minimum levels of compensation that all air carriers must provide to passengers. The regulations also address other consumer-related issues such as the transportation of minors and a housekeeping change related to air services price advertising.

## Background

Air travel is an integral part of modern life. While typically it goes to plan, when there is a problem, the experience can be disruptive. It is important that passengers receive key information, are aware of their rights and know where to turn for assistance or recourse.

Currently, air carriers are required to set out their terms and conditions of carriage in documents called *tariffs*. While there are requirements regarding the topics that must be addressed in these documents, air carriers are permitted to establish their own policies in these areas. The CTA ensures that air carriers have tariffs, apply their tariffs, and, in certain circumstances, determine whether tariff terms are reasonable. Without regulations, this approach has not always resulted in a transparent, clear, fair, and consistent regime.

The CTA's mandate to create the regulations comes from the amendments to the Act that received royal assent on May 23, 2018 and from a Ministerial Direction that was registered on April 26, 2019.

The parameters for the regulations are as follows:

1. Clear communication: Require conditions of carriage and information regarding recourse to be made readily available to passengers in language that is simple, clear and concise.
2. Delays, cancellations and denied boarding: Establish carrier obligations toward passengers based on level of carrier control:
  - *Situations within carrier's control* : set minimum standards of treatment and minimum compensation for inconvenience, require completion of passenger itinerary.
  - *Situations within carrier's control but required for safety* : set minimum standards of treatment, require completion of passenger itinerary.
  - *Situations outside the carrier's control* (e.g. natural phenomena, security events): require completion of passenger itinerary.
3. Tarmac delay: Set carrier obligations for disembarkation in the case of tarmac delays over three hours, and establish minimum standards of treatment for all tarmac delays.
4. Lost or damaged baggage: Prescribe minimum compensation for lost or damaged baggage.
5. Seating of children: Set carrier obligation to facilitate assignment of seats to children under the age of 14 in close proximity to a parent, guardian, or tutor at no additional cost.
6. Transportation of musical instruments: Require carrier to establish terms and conditions on this subject.

In addition to the obligations set out in the Act, the development of the new regulations provides an opportunity for the CTA to address other consumer-related issues.

The CTA undertook a consultation process to receive input from the public, consumer advocates, the air industry and other interested parties. The consultations began on May 28, 2018, and were completed on August 28, 2018.

## Objectives

The objective of this initiative is to create new air passenger protection regulations that

1. Are world-leading and feature robust, simple, clear, and consistent passenger rights;
2. Reflect operational realities of carriers and allow for carrier innovation, where appropriate; and
3. Align with international agreements, and apply best practices from lessons learned from other jurisdictions, where appropriate.

## Description

### Scope

The *Air Passenger Protection Regulations* (APPR) apply to all flights to, from and within Canada, including connecting flights. This includes certain charter flights on which one or more seats are for resale to the public, namely charter flights within Canada and flights to and from Canada that are a part of a charter that originated in Canada.

In certain elements of the regulations, there is a distinction made between large and small carriers. For these purposes, large carriers are considered to be carriers that have transported at least two million passengers worldwide in each of the two preceding years. All other carriers are considered to be small. Carriers will have to identify themselves in their tariffs as large or small for the purposes of the APPR. A smaller carrier transporting a passenger on behalf of a large carrier will be subject to the obligations of a large carrier.

The requirements regarding flight disruptions (flight delays, cancellations, tarmac delays and denied boarding) will be the responsibility of the carrier operating the affected flight. The carrier issuing the ticket will be responsible for providing the passenger with the required information on travel documents and platforms it uses to sell tickets. Joint and several liability among carriers will only be applied to the remaining APPR requirements in cases where a carrier is transporting a passenger on behalf of another carrier (e.g., a code-share).

### Clear communication

The regulations ensure that passengers are aware of their rights and are kept informed during a flight disruption (delay, cancellation or denial of boarding). Carriers are required to provide passengers with information on key terms and conditions of carriage on all digital platforms they use to sell tickets, and on all itinerary-related documents the carrier issues to the passenger. They must also include a written notice with prescribed text regarding standards of treatment and compensation under the APPR and directing passengers to the carrier or the CTA's website. Information other than the prescribed text may be provided through hyperlinks. Carriers are also expected to ensure third parties selling tickets on their behalf provide passengers with this information, where feasible. For flights to and from Canada, the carrier must post the written notice described above at certain key locations in the airport.

In the event of a delay, cancellation or denial of boarding, carriers must notify passengers as soon as possible and provide regular status updates (every 30 minutes following the original scheduled departure time until a new takeoff time is confirmed or an alternative travel arrangement is booked). They are also

required to advise the passengers of the applicable standards of treatment and compensation in these cases through the method that the passenger indicated that they prefer, as well as through an auditory announcement and, upon request, a visible announcement.

Air carriers must ensure that communication is accessible. All electronic or digital communication must be accessible to persons with disabilities using adaptive technology. If information is provided in physical format, the carrier will have to, upon request, provide it in large print, Braille or digital format.

## **Delays, cancellations and denied boarding**

The Act stipulates that a carrier's obligations toward passengers are dependent on the level of control the carrier has over the situation, as outlined below.

- Situations within the carrier's control: provide minimum standards of treatment, provide minimum compensation for inconvenience, and ensure passengers complete their itinerary to the destination on their ticket.
- Situations within the carrier's control but required for safety: provide minimum standards of treatment, and ensure passengers complete their itinerary to the destination on their ticket.
- Situations outside the carrier's control: ensure passengers complete their itinerary to the destination on their ticket.

## **Flight disruption categories**

- Situations within the carrier's control but required for safety purposes are those legally required to reduce risk to passengers, not including scheduled maintenance required to comply with legal requirements. This category also includes mechanical malfunction (a mechanical problem that reduces the safety of passengers, but not one identified during scheduled maintenance), decisions based on a carrier's Safety Management System and pilot discretion.
- Situations outside the carrier's control include war or political instability; illegal acts or sabotage; meteorological conditions or natural disasters that make the safe operation of the aircraft impossible; instructions from air traffic control; a notice to airmen (as defined in the *Canadian Aviation Regulations*); a security threat; airport operation issues; a medical emergency; a collision with wildlife; a labour disruption at the air carrier or essential service provider such as an airport or an air navigation service provider; a manufacturing defect that reduces the safety of passengers and that was identified by the manufacturer or a competent authority, or an instruction from an official of a state, a law enforcement agency or a person responsible for airport security.
- Situations within the carrier's control are those that cannot be shown to fall into the other two categories.

## **Completion of itinerary, rebooking and refund**

Under the Act, for all delays and cancellations, the carrier is required to complete the passenger's itinerary. More specifically, under these regulations, the carrier must rebook the passenger after a delay of three hours or more and also after a cancellation. The passenger will be entitled to be rebooked on the carrier's



next available flight from the airport indicated on the ticket using a reasonable route.

For delays and cancellations within a carrier's control, if the next available flight would depart nine hours or more after the original scheduled departure time, large carriers will have to rebook the passenger on another (competing) carrier. If the carrier is unable to rebook the passenger on its own or a competitor's flight leaving the airport on the ticket within 48 hours of the original departure time, it will have to transport the passenger to a nearby airport, where available, and book them on flight from that airport using a reasonable route.

Rebooking must be done under comparable conditions (e.g. same class of service). If the rebooking is made in a lower class of service, the carrier must refund the difference in the cost of the applicable portion of the ticket. If the rebooking is made in a higher level of service, the air carrier cannot request any supplementary payment.

If the offered rebooking does not meet the passenger's travel needs, the passenger will be entitled to a refund. The passenger will, in addition to a refund, also be entitled to a lump sum payment reflecting the applicable minimum compensation for delays of at least three hours but less than six hours (see "Minimum levels of compensation," below).

For delays or cancellations outside the carrier's control, if the carrier's next available flight would not depart within 48 hours, large carriers will have to rebook the passenger on another (competing) air carrier, including those departing a nearby airport.

## **Standards of treatment**

The APPR establish minimum standards of treatment for all flight delays and cancellations that are either (1) within the carrier's control, or (2) within the carrier's control but required for safety purposes, where the passenger has been informed of the delay fewer than 12 hours before departure time.

First, once a departure has been delayed by two hours, air carriers must provide access to a means of communication. They must also provide passengers with food and drink in reasonable quantities taking into account the length of the delay, time of day, and the location of the delay.

If a delay is expected to extend overnight, the air carrier is required to provide, free of charge, hotel or other reasonable accommodation, if needed, and free transportation to and from the accommodation.

## **Minimum levels of compensation**

Under the legislation, compensation for inconvenience must be required for delays and cancellations in situations within the carrier's control that are not required for safety. More specifically, where a passenger is informed of a delay or cancellation 14 or fewer days before departure, the regulations set the amount payable by the carrier operating the disrupted flight to the passenger based on the length of the delay upon arrival at the passenger's destination.

Large carriers are subject to the following compensation requirements:

- 3 or more hours, but less than 6 hours: CAN\$400

- 6 or more hours, but less than 9 hours: CAN\$700
- 9 or more hours: CAN\$1,000

This will cover the vast majority of passengers travelling to, from and within Canada, including those being transported by a small carrier on behalf of a large carrier.

Small carriers are subject to the following compensation requirements:

- 3 or more hours, but less than 6 hours: CAN\$125
- 6 or more hours, but less than 9 hours: CAN\$250
- 9 or more hours: CAN\$500

Compensation must be offered in cash or equivalent, but passengers could choose to accept other forms of compensation, which must be of greater value and cannot expire.

Upon receipt of a passenger's claim for compensation (made within one year of the incident), the air carrier that operated the disrupted flight has 30 days to respond and to pay the compensation owed or explain why compensation is not owed. A carrier may not refuse a passenger's claim based on the passenger's eligibility for compensation under a different passenger rights regime. However, passengers would only be able to receive compensation under these regulations if they have not already received compensation for the same event under a different regime.

## Denied boarding

Denied boarding occurs in situations when a passenger is not permitted to occupy a seat on the plane because the number of passengers who checked in by the required time hold a confirmed reservation and valid travel documentation and are present at the boarding gate in time for boarding is greater than the number of seats that may be safely occupied.

If denial of boarding is necessary due to situations within the carrier's control or within the carrier's control but required for safety purposes, the carrier must first ask all passengers if any would be willing to give up their seat in exchange for mutually agreed-upon benefits, which must be presented to the passenger in writing.

If a volunteer cannot be found, passengers denied boarding for reasons within the carrier's control and within the carrier's control but required for safety purposes are entitled to the same standards of treatment for delays and cancellations in general. They are also entitled to the rebooking and refund requirements immediately (at the passenger's choice).

If the denial of boarding is within the carrier's control and not required for safety, carriers must pay compensation to the passenger based on delay at arrival, as follows:

- Less than 6 hours: CAN\$900
- 6 or more hours, but less than 9 hours: CAN\$1,800
- 9 or more hours: CAN\$2,400

The compensation must be issued as soon as is operationally feasible, but no later than within 48 hours after boarding is denied. If the carrier cannot provide compensation before the passenger's new departure time, it must provide written confirmation of the amount owed. The carrier must adjust the amount of compensation accordingly, should the passenger arrives at their destination later than anticipated.

If a denial of boarding is necessary, carriers must establish and follow a priority boarding list (including persons with disabilities and their support person, service animal or emotional support animal; families; anyone previously denied boarding on the same ticket; and unaccompanied minors).

Finally, these regulations prohibit carriers from subjecting passengers already on the aircraft to denial of boarding other than for safety reasons.

## **Tarmac delays**

In addition to the standards of treatment outlined above (which apply to any delay within the carrier's control or within the carrier's control but required for safety), the regulations establishes robust standards of treatment in respect of tarmac delays. These include access to working lavatories, proper ventilation, heating and/or cooling; the provision of food and drink in reasonable quantities; the ability to communicate with people outside of the aircraft free of charge; and access to medical assistance, if needed.

The APPR also require that for tarmac delays at Canadian airports, the carrier provide an opportunity for disembarkation after three hours and to give the opportunity for persons with disabilities to disembark first, where operationally feasible.

In order to prioritize the objective of ensuring passengers reach their destination, the regulations allow air carriers the discretion to stay on the tarmac for one additional 45-minute window, should takeoff be imminent and the air carrier be able to continue providing standards of treatment. This will help mitigate the risk of avoidable flight cancellations that could result from a rigid disembarkation rule and, in turn, will minimize further passenger inconvenience.

## **Lost or damaged baggage**

The Montreal Convention sets the maximum liability for damages for baggage lost, damaged or delayed during international travel at 1,131 special drawing rights (approximately CAN\$2,100). However, these provisions do not currently apply to domestic travel.

The APPR extend the application of this regime to domestic travel covered in these regulations. In addition, the regulations require the reimbursement of any baggage fees.

## **Transportation of musical instruments**

The APPR require carriers to establish terms and conditions of carriage regarding the transportation of musical instruments in its tariff. The topics that the tariff must address include the acceptance of musical instruments as carry-on and checked baggage in accordance with weight, dimension and safety restrictions, as well as additional fees.

## Seating of children under the age of 14 years

The regulations require air carriers to facilitate, at the earliest opportunity, the seating of children under the age of 14 in close proximity to their parent, guardian, or tutor at no extra cost. The proximity requirement depends on the age of the child, as follows:

- under the age of 5: in a seat directly adjacent to their parent, guardian or tutor
- aged 5 to 11: in the same row and separated by no more than a seat from their parent, guardian or tutor
- aged 12 or 13: at least within two rows as the parent, guardian or tutor

## Unaccompanied minors

For international travel, Canada is a signatory to the Convention on International Civil Aviation, which is managed and administered by the International Civil Aviation Organization (ICAO). New standards regarding the transportation of unaccompanied minors have been incorporated into the Convention. These standards specify that aircraft operators must establish a program for the transportation of unaccompanied minors, and that they cannot allow minors under the age of 5 to travel without an accompanying adult.

The regulations incorporate into the ATR the new standards regarding the transportation of unaccompanied minors for international travel that Canada, as a signatory to the Convention, is required to adopt. Air carriers will be required to establish a policy for unaccompanied minors and prohibit minors under the age of 5 from travelling without an accompanying person.

## Air services price advertising

In 2012, regulatory requirements with respect to air services price advertising (ASPAR) were introduced to help consumers easily determine the total price of advertised air services and the components of the total price, and encourage fair competition among advertisers of air services. The rules state that air price advertising directed at the public must include the total price, inclusive of all taxes, fees and charges that a consumer must pay to obtain the air service, as well as charges for optional services. These regulations move these requirements from the ATR to the APPR to reflect their consumer focus.

## Enforcement

Contravention of any of the APPR requirements will be subject to administrative monetary penalties (AMPs). These could reach \$5,000 per offence for individuals and \$25,000 for corporations, depending on the type of penalty and contravention. The regulations also account for the power given to the CTA (through the May 2018 amendments to the Act) to apply an APPR-related decision (in response to a written complaint about an international flight) to all passengers on that flight. This aligns with the CTA's existing powers related to domestic flights.

# Regulatory development

## Consultation

The CTA conducted extensive consultations with the public, consumer advocates, the air industry and other interested stakeholders to inform the development of the draft APPR and during the comment period following pre-publication of the regulations.

### Consultations – May to August 2018

On May 28, 2018, the CTA launched its public consultations with the public and key stakeholders. The consultation process provided multiple channels for input and resulted in extensive engagement by Canadians and stakeholders. There was a dedicated, air passenger protection website that included a discussion paper, questionnaire and platform to upload comments. There were eight public consultation sessions that took place across Canada — Toronto, Winnipeg, Vancouver, Calgary, Yellowknife, Halifax, Montréal and Ottawa. A survey was conducted in 11 Canadian airports. There were also bilateral consultation meetings with consumer advocacy groups, air carriers and industry associations, officials from other governments, and other experts.

At the conclusion of the consultations, the CTA had received 30 874 website visits; 4 923 completed online questionnaires; 534 comments submitted online; 203 registrants for the in-person/call-in consultations; 930 completed airport surveys; 39 bilateral consultation meetings; and 104 formal written submissions. The input was summarized in a [What We Heard report](#) which was published on the CTA's website on October 16, 2018.

There is general consensus among individual travellers that

- Clear, concise, accurate and regular communication from air carriers is important to ensure that passengers know their rights at various stages of the travel process, particularly when issues arise.
- Compensation should be fair, reflect losses and inconvenience and deter the practice of overbooking.
- Tarmac delays beyond three hours should not be permitted, and air carriers should be required to provide necessities such as food, water, lavatories and proper ventilation before three hours have elapsed.
- Children under 14 should be seated near their parent or guardian at no extra charge; proximity should be age-dependent.
- Complaints processes should be simple, clear and consistent and there should be penalties for air carrier non-compliance.
- The regulations should be developed taking into account the accessibility-related needs of persons with disabilities.

Consumer advocates generally agree that:

- Air carrier obligations should be equivalent to or exceed requirements in other jurisdictions (e.g. EU, United States) and not conflict with the Montreal Convention.
- Communication of passenger rights must be done in simple, concise and clear language.
- Compensation should reflect the length of flight delay, with cash as the primary payment form.

- Non-compliance must be addressed through clear, simple, fair and effective complaint and enforcement mechanisms.

The following are key views and comments generally raised by air carriers and their representatives:

- Air carriers are only one of many players impacting flights (others include airport authorities, security, customs, air navigation services, extraordinary circumstances). The regulations should reflect this complex system and not solely penalize air carriers for disruptions attributable to others or multiple factors.
- The proposed regulations should not apply to situations outside of Canadian jurisdiction (e.g. a tarmac delay in an airport outside of Canada) or flights operated by foreign carriers originating outside of Canada and should recognize the exclusivity of the Montreal Convention for international travel.
- The regime should not hinder the ability of air carriers to innovate, compete and distinguish themselves in the marketplace.
- Potential unintended consequences of prescriptive regulations, including flow-through costs to passengers, should be considered.
- Application of the new regime to all types of air carriers would ensure consistency but could reduce the viability of small, low-cost, regional, remote and northern air carriers.
- Air carriers should be given the opportunity to comment on the regulations themselves, including cost implications. They should also have sufficient lead time to make the necessary adjustments to their IT systems, training, and processes before having to comply with the new regulations.

All input provided was taken into account in the development of the draft regulations, which are meant to provide robust passenger protection, while taking into account the operational realities of air carriers.

## **Prepublication in Part I of the *Canada Gazette* (CG1) – December 2018**

On December 22, 2018, draft regulations were published CGI, with a 60-day comment period to allow interest persons and stakeholders to submit comments. The CTA received thousands of comments from individuals, 62 written submissions from stakeholders, and met with 20 key stakeholders, including industry and their representatives, and consumer advocates. Key comments on the CG1 proposal include:

### **1. Implementation**

Many air industry stakeholders have indicated that, due to the systems and operational changes required, they would not be able to comply with all of the new requirements by the July 1, 2019 coming-into-force date. Some consumer advocates have also expressed concern that the timeline for implementation is too short and could result in non-compliance.

In light of this feedback, these regulations will be implemented in two stages. Requirements related to communication, tarmac delays, denied boarding, lost and damaged baggage and the transportation of musical instruments provisions (along with applicable AMPs) will come into force on July 15, 2019. The more complex requirements related to seating, delays and cancellations (along with applicable AMPs) will come into effect December 15, 2019.

### **2. Scope and application**

### **a) Scope**

Air industry stakeholders have expressed concerns about the broad scope of the regulation, as established in the legislation – specifically the application of the regulations to flights that did not originate in Canada. They indicate that because this approach does not align with other air passenger protection regimes, it would create confusion by allowing multiple regimes to apply to the same flight and could not be practically implemented.

The regulations apply the scope set out in the legislation approved by Parliament.

### **b) Joint and several liability**

Carriers also indicated that the application of joint and several liability for the regime amongst all carriers on a passenger's itinerary would compound the issues identified regarding scope by making it possible for a carrier to be held responsible for a disruption on a flight it did not operate. Carriers believe this would create a disincentive for commercial arrangements such as interlining, which are meant to help passengers.

Considering the potential unintended consequences of the CGI proposal, the CTA has specified in the regulations that the carrier operating the affected flight is responsible for all obligations related to flight disruptions (delay/cancellation/denial of boarding/tarmac delays). The carrier issuing the ticket will be responsible for providing the passenger with the required information on travel documents and platforms it uses to sell tickets. Explicitly establishing the responsible carrier will ensure that there is clarity for the passenger and that they will receive the treatment and/or compensation owed. Joint and several liability among carriers will only be applied to the remaining APPR requirements in cases where a carrier is transporting a passenger on behalf of another carrier (e.g., a code-share).

### **c) Northern operations**

Northern air carriers submitted that they should be exempted from the regulations due to their unique operations.

The CTA has considered the comments provided and believe that the regulations recognize the unique operating realities of northern and remote air carriers while still ensuring passengers have robust and consistent passenger rights. Instead of limiting the scope of the regulations to mitigate northern carriers' concerns, the regulations establish lower compensation levels and rebooking requirements for small air carriers and flexible requirements concerning food, drink, accommodation and communication that take into account the location of the delay.

## **3. Two-tier approach**

### **a) Distinction between large and small carrier obligations**

Some consumer advocates and air industry stakeholders disagree with establishing different requirements for small and large carriers, arguing that these do not support the objective of consistency and could give certain airlines an unfair advantage over their competition. The CTA has considered these views, but has determined that the two-tier approach is an important feature of the regime that strikes an important



balance between establishing robust passenger protection and ensuring small carriers are still able to provide diverse service offerings to passengers (including ultra-low cost travel, and transportation to and from remote, regional and northern areas).

#### **b) Definition**

Low cost carriers indicated that setting a one million passenger threshold will not allow new market entrants sufficient time to develop before subjecting them to "large carrier" obligations. After assessing stakeholder comments and industry data, it has been determined that the policy intent to address viability concerns for new market entrants would be best achieved by increasing the threshold in the definition of "large carrier" from 1 million to 2 million passengers in each of the preceding two years.

### **4. Clarity regarding categorization of flight disruptions**

Some stakeholders would like there to be greater specificity and clarity in the regulations as to the situations that would be considered "required for safety purposes" and "outside the carrier's control". As it is not possible or desirable to be completely prescriptive in regulation, CTA will address these comments using a combination of regulatory adjustments and guidance materials for air carriers.

#### **a) Definition of "required for safety purposes"**

Many stakeholders believe that the definition of "required for safety purposes" does not provide sufficient certainty as to the type of disruptions that it would cover. The wording of this definition is meant to be broad enough to include any flight disruption that a carrier must incur in order to ensure the safe operation of the aircraft. The CTA will provide further guidance through guidance material.

Air industry stakeholders expressed concern that the definition's focus on legal requirements would exclude safety decisions made by the pilot based on Safety Management Systems (SMS). This was not the intent, and to address this concern, the CTA has clarified the definition for "required for safety purposes" to include SMS and pilot discretion.

#### **b) Manufacturing defects**

Stakeholders have questions why, unlike the EU regime, the CG1 proposed regulations did not recognize that safety issues identified by the manufacturer or government authority that ground the aircraft are outside of the carrier's control, as they are not inherent in the normal exercise of the carrier's activity (e.g., manufacturer recall).

In considering the stakeholder comments, the CTA has included "manufacturing defects" and instructions from state officials to the list of situations outside of the carrier's control.

#### **c) Labour disruptions**

Air industry stakeholders feel that the regulations should explicitly indicate that labour disruptions within an airline are "outside the carrier's control" to avoid influencing collective bargaining processes. The CTA agrees that it would be appropriate to give clarity in this area and has adjusted the regulations to specify that disruptions resulting from labour disruptions within the carrier or at an essential service provider (e.g., an airport) are considered outside the carrier's control.

#### **d) "Crew Time Out"**

Many stakeholders requested that the CTA explicitly state the category of flight disruption a crew time out would fall into. It is not possible to do so in regulation; however, as the root situation that brought about the crew hitting their duty time limit would have to be considered. These could vary greatly – e.g., crew illness, adverse weather event, poor scheduling by the carrier. The CTA will instead offer guidance for carriers on this subject in an interpretation note.

#### **e) Knock-on effects**

Many industry stakeholders indicated that the CG1 regulations do not reflect the impacts a weather delay has on the next flight(s) scheduled to use the delayed aircraft (situations outside of the carrier's control). In particular, northern carriers and industry associations expressed a significant concern regarding impacts on multi-leg journeys that occur frequently in the north. Consumer advocates feel that the regulations should be more explicit regarding the extent to which knock-on effects could be attributed to categories in which no compensation is owed by carriers, viewing this as a potential loophole.

In considering the significant concern regarding knock-on effects, the CTA has added greater clarity in the regulations – recognizing knock-on effects but creating reasonable limits. The APPR indicate that when a flight is disrupted for safety reasons or situations outside the carrier's control, these designations could also be applied to a disruption experienced on a subsequent flight. However, this could only be done if that subsequent disruption is directly attributable to the first one and if the carrier took all reasonable measures to recover its schedule after the original flight disruption.

### **5. Tarmac delays**

The enabling legislation required the CTA to make regulations respecting the carrier's obligations in the case of tarmac delays over three hours, in addition to standards of treatment for general delays and cancellations. The public and many consumer advocates feel that it is unreasonable not to require certain standards of treatment for passengers during a tarmac delay before the three-hour mark. The feedback received suggests that the enabling legislation may lack clarity on the issue of standards of treatment for passengers during tarmac delays under three hours. The Minister of Transport has addressed this through a Direction to the CTA to apply standards of treatment to all tarmac delays. The CTA welcomed this direction, and has made adjustments to the regulations to implement it. Standards of treatment during tarmac delays include access to means of communication, lavatories, ventilation, heating and cooling, food and drink in reasonable quantities, and medical attention, where needed.

### **6. Denied boarding**

#### **a) Definition**

Consumer advocates and members of the public expressed concerns that the definition of denied boarding implies that the onus would be on the passenger to prove that they had been denied boarding by a carrier. They also indicated that this concept should not be limited to instances of overbooking by the airline.

The CTA has determined that no change to the regulations is required. As written, the definition of denied boarding covers any instance when there are more passengers present for boarding than seats available. This could be due to overbooking, issues with seating or aircraft weight requirements, or a carrier switching

to a smaller aircraft. The carrier will be expected to follow the requirements for denied boarding and will bear the burden of proof.

#### **b) Removal of passenger on board**

Stakeholders expressed confusion as to whether the requirement prohibiting carriers from denying boarding to a passenger already on board would preclude a carrier from exercising obligations to remove a passenger from the plane for safety reasons. This is not the intent and the CTA has clarified in the regulations that the provision does not preclude a carrier from removing a passenger from the aircraft for safety reasons.

#### **c) Volunteers**

Consumer advocates and members of the public expressed concern that the CG1 proposal did not provide enough consumer protection in the volunteer negotiation process. The CTA has identified this as a gap that can be addressed by these regulations and has added a requirement that, prior to departure, a carrier must present mutually agreed-upon terms of compensation in writing and the volunteer must willingly accept these in exchange for relinquishing their confirmed reserved space.

### **7. Compensation for inconvenience**

#### **a) Levels**

Many air industry stakeholders believe the compensation levels are punitive, and that the levels should reflect the fare paid by the passenger instead of being linked to compensation levels in the EU.

The CTA acknowledges industry concerns related to the cost associated with the minimum compensation levels; however, the intent of these regulations is to establish a world leading passenger protection regime. It is therefore important to ensure that passengers in the Canadian regime are entitled to levels of compensation that are similar to those in other jurisdictions. Basing compensation amounts on the length of delay achieves the objective of compensating passenger inconvenience, as inconvenience does not change depending on the fare a passenger paid or the distance of their flight. Finally, the payment of compensation only being required for situations within the carrier's control means that carriers will be able to avoid this additional cost.

#### **b) Time limits**

Consumer advocates have expressed concern with the 120 day time limit for passengers to file a request for compensation with the carrier. They have indicated that it would not allow sufficient time for passengers to consult flight data that will be made public by Transport Canada. In order to account for their comments, the CTA has increased the time limit to one year. Having one year to file a claim allow passengers sufficient time to access necessary flight data while also providing carriers with certainty.

#### **c) Indexation**

Some air industry stakeholders are of the view that the CG1 proposal to index compensation amounts to inflation is a punitive measure that does not recognize that air fares are generally stagnant (or decreasing). Instead of automatically indexing the minimum compensation amounts to inflation, the CTA will undertake

a review of the APPR, including compensation provisions, after a three year period.

## **8. Rebooking**

Air industry stakeholders were concerned that the APPR requirements to rebook a passenger on the airline's next available flight or, after 9 hours, on the flight of a competitor, would extend to flights out of another airport, or flights using circuitous routes. Carriers expressed concern about the undue burden associated with this, which would particularly affect carriers with low flight frequency.

The CTA acknowledges that the regulations should be clear on this point and should balance the operational needs of carriers with the overall objective of ensuring the passenger reaches their destination as soon as possible after a delay. The final regulations specify that, for the first 48 hours, the rebooking must be on a reasonable route out of the same airport as on the original ticket. If the carrier is unable to rebook the passenger on a flight leaving the same airport within 48 hours of the original departure time, the carrier should offer rebooking out of an airport within reasonable proximity.

## **9. Communication**

### **a) Communication on travel documents**

Air carriers expressed concern that the requirement to provide information regarding standards of treatment, compensation and passenger recourses on travel documents (e.g., tickets and boarding passes) will make those documents unwieldy.

The intention was to permit carriers to provide this detailed information via hyperlink, a fact that the CTA has clarified in the regulations. The combination of standardized notices digital platforms and itinerary related documents and hyperlinks to more detailed information will ensure that passengers have access to all key information when booking a flight.

### **b) Third party resellers**

Carriers indicated that while they support the policy intention of ensuring third party ticket resellers provide passengers with key information, putting the onus of ensuring this on the carrier does not recognize that carriers have little or no control over the practices of third party resellers. They indicate it would not be fair to punish a carrier for the inaction of a third party.

The CTA has taken this into account by requiring carriers to take all reasonable measures to ensure that third-party resellers share information with passengers.

### **c) Communication on tarmac**

Air industry stakeholders indicated the CG1 proposal requiring carriers to provide access to communication during a tarmac delay is too strict, as carriers may be unable to provide means of communication (e.g., wi-fi) during a tarmac delay for safety reasons.

The APPR are not intended to preclude any safety requirements or measures. The CTA has therefore clarified in the regulations that the air carrier must provide access to communication where feasible during a tarmac delay.

## 10. Seating of children

### a) Interpretation

Some stakeholders expressed concern with the wording of the seating of children provision as it could be interpreted as requiring seat selection free of charge for child and parent (e.g., selection of a seat in a particular area of the aircraft). In order to clarify the interpretation the CTA has adjusted the wording to make it clear that carriers are required to facilitate, free of charge, the seating of a parent and child in close proximity. This does not include having to offer seat selection free of charge.

### b) Compensation

Consumer advocates expressed that the seating of children requirements are unclear, are too heavily reliant on volunteers to change seats, and/or represent a step backward from airlines' current policies. Some have indicated that there should be compensation required if a carrier cannot seat a child and parent together.

The seating of children provisions align with the legislative framework by requiring airlines to facilitate the seating of children in close proximity to parents. The legislation does not indicate that the regulations should absolutely require carriers to seat children with their parents. Ensuring best efforts is appropriate, given the differing seat selection and assignment processes carriers have. There is also no legislative authority to require compensation related to the seating of children.

## 11. Musical instruments

The Canadian Federation of Musicians expressed concern that the wording of the provision regarding the transportation of musical instruments could permit a carrier to refuse carriage of musical instruments. Recognizing this gap, the regulations have been adjusted to reinforce that carriers will be required to carry musical instruments as checked or carry-on baggage unless prevented by safety, weight or dimension requirements.

## 12. Cost-Benefit Analysis (CBA)

Many carriers and industry representatives believe that the CBA does not appropriately capture the cost to carriers associated with the APPR. Specific concerns include:

- a) The CBA does not reflect the cumulative costs of multiple new requirements being placed on the air industry at once or the potential impacts of this proposal on industry competitiveness.
  - While it is recognized that there are a number of recent and forthcoming regulatory changes impacting the air industry, the objective of the CBA is to determine the incremental costs to industry as a result of the APPR. It therefore cannot account for all costs to industry related to all government intervention.
- b) The CBA understates the cost of IT changes, training, and additional staff to handle claims and complaints.
  - The CBA must only assess incremental costs directly related to the APPR. Carriers have not clearly identified which IT and training costs they feel are understated and if those are directly related to the

APPR. Some carriers have pointed to IT costs related to the proposed changes to other proposed regulations and IT projects already underway.

- It is important that the CBA consider only the portion of training costs related to staff being made familiar with new requirements, and not regular ongoing training cost that a carrier would incur regardless of the regulatory proposal coming into force.
- Carriers currently address a large volume of complaints and claims related to the passenger experience. The CBA assumed that the additional burden of increased complaint volumes would be offset to a certain degree by having clearer and more consistent obligations, which should make the complaint resolution process less complex.
- The CTA believes that the costs have been fairly reflected and that the sensitivity analysis appropriately accounts for the level of uncertainty in the calculations.

c) Costs related to compensation are underestimated, as they are based on passenger segments rather than passenger trips.

- The CTA ensured that its approach to determining the proportion of passengers expected to be owed compensation was balanced and accounted for data restrictions. The CTA believes it erred on the side of overstating this proportion. While it is true the data available to the CTA did not consider connecting passengers, the CBA also included a wider scope for disruptions within a carrier's control than the one in the regulations, which offset this issue.
- The sensitivity analysis performed on the percentage of passengers that would due compensation allowed for scenarios where up to 34% of all delayed passengers were considered to be delayed based on an event under the carriers control. This is considered to be a conservative estimate.

d) The cost per passenger of \$2.75 is underestimated and could be up to 10 times higher

- This metric is not meant to be an exact estimate of the impact of the APPR on a single ticket. It was included in the CBA to provide a notional idea of the cost per passenger on a per segment basis.
- Carriers have not provided their own substantiated estimates of incremental costs that are directly related to the requirements of the APPR.

## **Instrument choice**

The Act, as amended in May 2018, provides a framework for the APPR and requires the CTA to develop the specific regulatory provisions within the established parameters, including standards of treatment and minimum compensation levels. Therefore, no other instruments were considered.

The input provided during consultations, and best practices and lessons learned from other jurisdictions were considered in developing the regulations.

# Regulatory analysis

## Benefits and costs

The cost-benefit analysis (CBA) estimates the incremental net benefit to society of the APPR. The incremental benefit is determined as the difference between the net benefit of the regulation scenario and the baseline scenario. The APPR are estimated to result in present value costs to Canadian carriers and the CTA of \$1.424B, present value benefits to Canadian passengers of \$1.510B and a net present benefit of \$86.10 million, expressed in 2012 Canadian dollars, over a 10-year period following the coming into force of the regulations. On an annualized basis, the cost to carriers represents around \$2.73 per passenger segment.

The regulations establish minimum standards for the following:

**Table 1: Regulatory Provisions**

Provision	Compensation	Standard of Treatment	Establish Process/Policy
<b>Delay</b>	Yes (WCC) <sup>1</sup>	Yes	Yes
<b>Cancellation</b>	Yes (WCC)	Yes	Yes
<b>Denied boarding</b>	Yes (WCC)	Yes	Yes
<b>Assignment of seats to children under the age of 14</b>	N/A	N/A	Yes
<b>Tarmac delay</b>	Yes (WCC)	Yes	Yes
<b>Lost and damaged baggage</b>	Yes	N/A	N/A
<b>Musical instruments</b>	N/A	N/A	Yes
<b>Unaccompanied minors</b>	N/A	N/A	Yes
<b>Communication</b>	N/A	N/A	Yes

## Affected stakeholders

The following stakeholders will be impacted by the APPR:

- Air carriers — Costs to Canadian carriers are considered
- Passengers — Benefits to Canadian passengers are considered
- Government (CTA)

## Baseline scenario



Currently, carriers set out the terms and conditions of carriage in their tariffs. These tariffs form the contract between a passenger and a carrier when a ticket is purchased. A carrier's tariff will cover its obligations in all types of events including delays, cancellations, tarmac delays, lost or damaged baggage and seating of children, among other things.

Because each carrier is, for the most part, responsible for setting its own tariff, there can often be differences in the treatment of passengers in different types of events. The objective of the APPR is to normalize the minimum standard across all carriers operating in Canada to ensure that the obligations on carriers are clear, concise and easily understood by carriers and passengers.

In order to establish the baseline for this CBA, the tariffs of carriers operating in Canada were analyzed on an issue-by-issue basis. Further, responses to the CTA's CBA survey to industry were taken into account. It is assumed that in the absence of the APPR, carriers would continue operating according to their current tariffs for the duration of the study period.

As there are hundreds of Canadian carriers in Canada, a sample of carriers was analyzed for this study and was assumed to be representative of the population. The baseline for non-Canadian carriers was assumed to be similar to that of Canadian carriers flying internationally. While this assumption may be wrong in any given instance, it is expected to be realistic on average, as some jurisdictions ensure consumer protection in the form of compensation, while others do not. Furthermore, it is expected that in many instances, Canadians flying into jurisdictions with compensation schemes similar to that of the European Union are often unaware that they are entitled to compensation and would therefore often not claim it. Carriers were categorized into large, medium and small based on the number of employees. Markups were applied to the sample costs of each carrier category in order to arrive at the total cost to industry.

The number of passengers from 2017 was used as the starting point for the baseline. That number is expected to increase at an average annual rate of 3.1% over the 10-year study period. The growth rate is assumed to be the same under both the baseline and the regulation scenarios.

## **Methodology, data sources and assumptions**

### **Study period**

This analysis examines costs and benefits over a 10-year period (2019–2028). A real discount rate of 7% is used to establish the net present value of the regulations for non-compensation provisions. A nominal discount rate of 9% (the real discount rate plus an assumed inflation rate of 2%) is used to establish the net present value of compensation provisions. Values are expressed in 2012 constant dollars.

### **Number of passengers**

The number of passengers for 2017 is estimated using the number of enplaned and deplaned passengers.

<sup>2</sup> The number of domestic enplaned and deplaned passengers is divided by two to arrive at an estimate of the number of passenger segments on domestic flights.

**Table 2: Enplaned and deplaned passengers in 2017**

<b>Passengers</b>	<b>Enplaned and Deplaned Passengers</b>	<b>Estimated Number of Passengers</b>
<b>Domestic</b>	88 229 824	44 114 912
<b>International</b>	61 411 848	61 411 848
<b>Total</b>	149 641 672	105 526 760

Source: Air passenger traffic at Canadian airports, annual, Statistics Canada, Table: 23-10-0253-01 (formerly CANSIM 401-0044).

### **Use of U.S. data**

Air carriers do not currently report data in Canada for many of the provisions covered by the regulations, such as rates of involuntary denied boarding, delayed or cancelled flights, lost or damaged baggage or tarmac delays. Therefore, for the purpose of this CBA, these values were extrapolated from data reported by U.S. carriers and published by the U.S. Department of Transportation.<sup>3</sup> In circumstances where carriers provided estimates of their own operations, these estimates were used to adjust the average rates reported by U.S. carriers.

Further, in instances where the United States introduced similar consumer protections, potentially altering carrier behaviour, data prior to the introduction of such protections were considered to inform the baseline scenario, and data post-introduction of such protections were considered to inform the APPR scenario.

### **Carrier market shares**

Market shares are determined on the basis of available seat miles from 2017 using data purchased from Flight Global. As many of the small carriers do not report flight movement records to Flight Global, small carriers are assumed to make up 1% of market shares.

### **Cost of accommodation**

The cost of accommodation for one passenger (2018 CAN\$/night) is \$145.56. This amount was determined by taking an average of nightly rates from hotels within close proximity to airports across Canada and applying an assumed corporate discount of 15%.

### **Proportion of passengers accepting accommodation**

It is assumed that 55.5% of passengers eligible for accommodation (in both the baseline and APPR scenarios) will not accept accommodation as they would choose to stay at home or with friends or family or share a room with a travel companion.

### **Cost of food and drink**

The value of a meal voucher (2018 CAN\$) is assumed to be between \$8 (the price of a combo at a fast food establishment found in many Canadian airports) and \$25 (the highest level of food voucher reported to be provided by carriers for a single meal), with an expected value of \$16.50.

### **Valuation of passengers' travel time**

In this analysis, the value of time refers to the dollar amount associated with the opportunity cost of the time spent travelling by air. The value of time depends on the passenger's travel purposes, which are broadly categorized as either for non-business or business purposes. Non-business purposes account for leisure and other personal motives for travelling. Typically, business travellers' value of time is based on their hourly wage (the median wage is used in this study), whereas non-business travellers' value of time is based on their revealed and stated preferences.<sup>4</sup> However, for a matter of simplicity, the methodology prescribed by the "Revised Departmental Guidance on Valuation of Travel Time in Economic Analysis" of the United States Department of Transportation (USDOT) is used to determine the value of time of a Canadian passenger. Based on this methodology, the value of one hour of air travel of a Canadian passenger (VOT) is estimated at \$18.49 in 2017 dollars (\$17.25 in 2012 Canadian dollars).

### **Premiums for enhanced quality of passengers' time**

Flight disruptions (e.g. flight delays, cancellations and lost baggage) can be stressful and uncomfortable for passengers.<sup>5</sup> The APPR will improve passengers' experience during air travel by imposing obligations on carriers that will reduce stress and discomfort during flight disruptions. Together, reduction in anxiety levels and improved sense of comfort during extended wait periods are fostered by the design of the APPR, which will create benefits to passengers. For instance, awareness of clear procedures in case of flight disruptions will decrease the level of anxiety to passengers, while the obligation to ensure a minimum level of standard of treatment to passengers guarantees a better flight quality experience, increasing comfort.

Similar to the methodology employed by the USDOT's cost and benefit analysis on the "Final Rule — Enhancing Airline Passenger Protections," the estimates of decreased anxiety and increased comfort to the passengers are based on a premium applied to the value of passengers' time.<sup>6</sup>

- Premium for increased comfort (food and drink) = 0.34
- Premium for increased comfort (deplaning and hotel accommodation) = 0.66
- Premium for reduced anxiety = 0.01

### **Proportion of passengers considered to be Canadian**

Based on Statistics Canada data, the percentage of Canadian residents travelling on international flights is 64.91%.<sup>7</sup> There are currently no data on passenger nationality for domestic flights; therefore, the percentage of passengers considered Canadian residents on domestic flights is assumed to be 82.5%. This is the mid-point between the percentage of Canadians travelling on international flights and 100%.

### **Claim rates**

For the purposes of this CBA, the claim rates of compensation by individuals in various scenarios are assumed to be the following:

**Table 3: Claim rates of compensation**

<b>Passenger Type</b>	<b>Claim Rate</b>
<b>Canadian, baseline</b>	30%
<b>Foreign, baseline</b>	30%
<b>Canadian, APPR</b>	80%
<b>Foreign, APPR</b>	70%
<b>Denied boarding</b>	100%

Details of the costs and benefits for each regulatory provision can be found in the full CBA document, which is available from the CTA upon request. The following provides a brief description of the incremental benefits and costs of the regulations.

### **Altering scheduled flight times**

It should be noted that it is possible that carriers could extend their scheduled flying times to reduce the probability of paying compensation on chronically delayed flights. However, this analysis does not take this into account. It is assumed that carriers' scheduled flight times will remain unaltered in the APPR scenario.

## **Benefits**

### **Compensation**

Currently, passengers are compensated for flight disruption within a carrier's control either based on criteria described in a carrier's tariff or at the discretion of a carrier. The APPR establishes minimum levels of compensation, tied to the length of delay to a passenger, to be paid in the event of flight delays, delays to passengers resulting from cancellations and denied boarding. Further, carriers will be required to compensate passengers for lost or damaged baggage on domestic flights, commensurate with the value of lost or damaged baggage, and refund baggage fees.

In both the APPR and baseline scenarios, the benefit of compensation is determined by first estimating the number of Canadian passengers that would be expected to be entitled to compensation and claim compensation under each scenario and then multiplying the number of passengers by the amount of compensation due under each scenario. Summing this compensation yields the total benefit of compensation to Canadian passengers under both the baseline and APPR scenarios. The difference represents the incremental benefit to Canadian passengers of the regulatory provisions.

The present value of the incremental benefits to compensation under the APPR scenario is \$1.228 billion, with an annualized benefit of \$191 million.

### **Increased comfort — Food and drink**

Currently, passengers are provided with food and drink (or food vouchers for use in an airport) during flight disruptions either based on criteria described in a carrier's tariff or at the discretion of a carrier. The APPR set a time threshold according to which carriers must provide passengers with food and drink during a flight disruption.

In both the APPR and baseline scenarios, the benefit to passengers of being provided with food and drink is determined by first estimating the number of Canadian passengers who would be delayed under the various passenger delay scenarios for which carriers provide food and drink. Based on the number of passengers estimated to be experiencing delay, the average delay to passengers can be determined for each scenario. The benefit to passengers can then be estimated by multiplying the total number of hours of delay during which passengers would have the benefit of waiting with food and drink by the value of a traveller's time and the premium for increased comfort (food and drink).

The present value of the incremental benefits to "Increased comfort — Food and drink" under the APPR scenario is \$93 million, with an annualized benefit of \$13 million.

### **Increased comfort — Accommodation**

Currently, passengers are provided with accommodation during flight disruptions either based on criteria described in a carrier's tariff or at the discretion of a carrier. The APPR require carriers to provide passengers with accommodation during a flight disruption when the delay is expected to occur overnight.

In both the APPR and baseline scenarios, the benefit to passengers of being provided with accommodation is determined by first estimating the number of Canadian passengers who would be delayed under the various passenger delay scenarios for which carriers would be required to provide accommodation. Based on the passengers estimated to be experiencing delay, the average delay to passengers can be determined for each scenario. The benefit to passengers can then be estimated by multiplying the total number of hours of delay during which passengers would have the benefit of waiting in an accommodation by the value of a traveller's time and the premium for increased comfort (accommodation).

The present value of the incremental benefits to "Increased comfort — Accommodation" under the APPR scenario is \$166 million, with an annualized benefit of \$24 million.

### **Increased comfort — Disembarkation**

Currently, passengers are provided with the opportunity to disembark during a tarmac delay based on criteria described in a carrier's tariff or at the discretion of a carrier. The APPR generally require carriers to return to the gate to disembark after three hours of delay on a tarmac.

In both the APPR and baseline scenarios, the benefit to passengers of deplaning is determined by first estimating the number of Canadian passengers who would be expected to experience tarmac delays greater than three hours. Based on this number, the average delay to passengers can be determined for each scenario. The benefit to passengers can then be estimated by multiplying the total number of hours of delay during which passengers would have the benefit of waiting in an airport, rather than in an airplane, by the value of a traveller's time and the premium for increased comfort (disembarkation).

The present value of the incremental benefits to “Increased comfort — Disembarkation” under the APPR scenario is \$3.97 million, with an annualized benefit of \$0.57 million.

### **Decreased anxiety**

Under the APPR scenario carriers will be required to provide updates on causes of disruptions, type of disruption and expected length of disruption. Further, carriers will be required to communicate the recourse available to a passenger in the event of a disruption. Having a clear understanding of what is going on and of what recourse is available is expected to reduce anxiety for passengers experiencing flight disruptions.

Passengers travelling with children would be expected to experience less anxiety since the regulations require the seating of children within close proximity to a parent or guardian, free of charge. Finally, domestic passengers experiencing lost or damaged baggage are expected to experience less anxiety as a result of clear expectations for compensation.

In the APPR scenario, the benefit to passengers of decreased anxiety is determined by first estimating the number of Canadian passengers who would be expected to experience reduced anxiety as a result of the regulations. The average time during which a passenger is expected to experience reduced anxiety is then determined for each scenario. The benefit to passengers can then be estimated by multiplying the total number of hours during which passengers would be expected to experience reduced anxiety by the value of a traveller’s time and the premium for decreased anxiety.

The present value of the incremental benefits to “Decreased anxiety” under the APPR scenario is \$15.4 million, with an annualized benefit of \$2.2 million.

### **Time savings**

In the case of involuntary denied boarding, the amounts of compensation are designed to help encourage carriers to seek volunteers. This expected reduction in involuntary denied boarding is expected to translate into time savings for Canadian passengers.

The time savings (in hours) to Canadian passengers is determined by multiplying the difference between the number of passengers expected to be involuntarily denied boarding in the baseline and APPR scenarios by the average delay to a passenger involuntarily denied boarding. The benefit is determined by multiplying the total time savings by the value of a passenger’s time.

The present value of the incremental benefits to time savings under the APPR scenario is \$1.1 million, with an annualized benefit of \$0.162 million.

### **Non-monetized benefits**

Requiring carriers to facilitate the seating of children near their parent or guardian could result in a safety benefit in the event of an evacuation, as parents would not be trying to locate their children when the plane is being evacuated. The APPR also benefit musicians, as carriers will be required to state their policy for carrying musical instruments in their tariffs. This would help provide more certainty to musicians travelling with musical instruments.

### **Costs**

## **Compensation**

The cost to carriers of compensation is determined in the same manner as the benefit of compensation. However, instead of multiplying by the number of Canadian passengers entitled to and expected to claim compensation, the multiplication is done by the total number of passengers travelling with Canadian carriers who are entitled to compensation and who would be expected to claim compensation. The incremental cost is determined as the difference between compensation costs in the baseline and APPR scenarios.

The present value of the incremental costs to compensation under the APPR scenario is \$1.220 billion, with an annualized cost of \$190 million.

## **Providing food and drink**

The cost to carriers of providing passengers with food and drink in both the APPR and baseline scenarios is determined by multiplying the number of passengers travelling on Canadian carriers who would be entitled to food and drink in the various scenarios by the cost of providing food and drink under each scenario.

The present value of the incremental costs to providing food and drink under the APPR scenario is \$78 million, with an annualized cost of \$11 million.

## **Providing accommodation**

The cost to carriers of providing passengers with accommodation in both the APPR and baseline scenarios is determined by multiplying the number of passengers travelling on Canadian carriers who would be entitled to accommodation in the various scenarios by the cost of providing accommodation under each scenario.

The present value of the incremental costs of providing accommodation under the APPR scenario is \$70 million, with an annualized cost of \$10 million.

## **Tarmac delay — Disembarkation**

The only cost estimated in the case of deplaning is the fuel cost. Under both the baseline and APPR scenarios, the estimated number of Canadian carriers' flights being delayed on the tarmac for more than three hours that would be expected to taxi back to the gate is multiplied by the average fuel cost per minute and the average number of minutes for taxiing back to the gate. Further, only half of international flights are considered, as the majority of tarmac delays occurring in other jurisdictions would be subject to the disembarkation requirements of that jurisdiction.

The present value of the incremental costs of deplaning under the APPR scenario is \$111,000, with an annualized cost of \$16,000.

## **Training**

The regulations require carriers to invest in developing and offering training to their employees to ensure that the carrier is operating within the requirements of the regulations. The cost of training is expected to be fully assumed in the first year of the coming into force of the regulations.



The cost of developing training programs is estimated by multiplying the number of hours of each employee type involved in the development of the training by the average wage for each employee type. The hours estimated to be required to develop training programs are assumed to be higher for large carriers than for small carriers.

The cost of having the required employees take the training is estimated by multiplying the number of employees in the pilot and co-pilot, other flight personnel, management and administration and other carrier personnel categories employed in Canada by their respective hourly wages and the assumed number of hours required for training.

The present value of the incremental costs of developing and providing training under the APPR scenario is \$18.5 million, with an annualized cost of \$2.6 million.

## **Communication**

The regulations require carriers to clearly communicate certain information to passengers at the time of reservation and in the event of a flight disruption. The costs to carriers to meet the requirements of the communication aspects of the regulations include upfront implementation costs and ongoing operating costs. Since the ongoing costs of communicating with passengers would be assumed in both the baseline and APPR scenarios, carriers are not expected to require any additional employees to perform communication in the APPR scenario. Ongoing costs are therefore assumed to be negligible and only one-time implementation costs are monetized.

To estimate the costs of implementing the provisions, the IT, legal and business administrative costs are calculated for each communication provision. Since it is assumed that the resources required to estimate costs for large, medium and small carriers are different, costs are estimated for each carrier type. They are then totalled to estimate the one-time implementation costs of the communication provision.

The present value of the incremental costs of communication under the APPR scenario is \$24.9 million, with an annualized cost of \$3.5 million.

## **Changes to reservation systems**

The provision requiring carriers to seat children within close proximity to a parent or guardian was estimated based on responses from carriers to the CTA's CBA survey and is expected to result in one-time, upfront costs related to changes to carriers' reservation systems. Costs were only considered for carriers that do not already guarantee seating within close proximity to a parent or guardian, free of charge.

The present value of the incremental costs of making changes to reservation systems under the APPR scenario is \$260,000, with an annualized cost of \$37,000.

## **Administrative costs to industry**

The regulations are likely to result in an administrative cost to carriers in issuing compensation, meal vouchers and accommodation, and rebooking passengers in the event of flight disruptions. The APPR also rely on the carrier to make an initial determination of the cause of cancellations and delays. In many cases, there may be multiple causes, which could be the subject of a dispute between passengers and air carriers.

However, these additional costs are expected to be minimal. Currently, carriers offer various forms of compensation in the event of a breach of tariff. The regulations may result in increased volumes of passengers claiming compensation; however, the uniform nature of the compensation requirements are expected to streamline the issuing of compensation for carriers. For the purpose of this CBA, these costs were not monetized.

### **Cost to Government**

The CTA is responsible for the consumer protection of air travellers. It discharges this mandate by facilitating, mediating and adjudicating disputes between air travellers and air carriers. It also has a responsibility for ensuring that carriers' tariffs are reasonable.

The CTA is also responsible for issuing licences to scheduled and chartered air carriers operating in Canada and for the monitoring and enforcement of the carriers' obligations and adherence to CTA orders and decisions. The CTA anticipates an initial increase in all of these activities after the coming into force of these regulations.

The present value of the incremental costs to Government of administering the APPR is \$9.7 million, with an annualized cost of \$1.4 million.

## **Cost-benefit statement**

### **A. Quantified impacts (2012 price level)**

**Table 4: Quantified impacts (base year 2018)**

	<b>First Year 2019 (\$, Millions)</b>	<b>Final Year 2028 (\$, Millions)</b>	<b>Total Present Value (\$, Millions)</b>	<b>Annualized Average (\$, Millions)</b>
<b>Cost-Benefits</b>				
<b>Benefits to Canadians</b>	209.0	264.9	1,509.6	231.1
<b>Costs to Air carriers</b>	238.3	241.3	1,413.8	217.3
<b>Costs to Government of Canada</b>	2.8	0.4	9.7	1.4
<b>Net benefits</b>			86.1	12.4

### **B. Qualitative benefits**

- Increased certainty for musicians travelling with musical instruments
- Increased safety in the event of evacuation

Note: Costs and benefits are analyzed over a 10-year period (2019–2028) at a 7% discount rate. Compensation for inconvenience costs and benefits are analysed at a discount rate of 9%.

## Sensitivity analysis

Uncertainty has been taken into account in this cost-benefit analysis by assigning probability distributions to several variables. The results of the cost-benefit analysis summarized in Table 2, above, is the middle value calculated using the median of probabilistic inputs. The low and high values were determined by changing one variable at a time to determine the lowest and highest possible combination of outcomes. It should be noted that the lowest/highest possible net benefit is not derived by taking the difference between the lowest/highest possible costs and benefits, as in some cases, the value of an input that generated the lowest/highest cost may not be the same value that generates the lowest/highest benefit.

Finally, it should be noted that the extreme outcomes, determined through this sensitivity analysis would be extremely unlikely to occur as they would require several already unlikely outcomes to occur simultaneously. The probability of all extreme values occurring simultaneously is  $0.2^{20} = 1.04858E^{-14}$ .

The percentage of passengers on domestic flights who are Canadian, the percentage of passengers who claim compensation under the APPR scenario, and the value of a traveller's time have the largest impact on the net present value (NPV). Setting all of these variables to their maximum probable values increases the NPV by \$348 million. Setting them all at their minimum probable values decreases the NPV by \$302 million.

The table below summarizes the highest, lowest and most likely outcomes, derived through the sensitivity analysis.

**Table 5 : Low, middle, and high values based on sensitivity analysis**

<b>Cost-Benefit</b>	<b>Low (\$, Millions)</b>	<b>Middle (\$, Millions)</b>	<b>High (\$, Millions)</b>
<b>Benefits to Canadian public</b>	987.5	1,509.6	2,254.8
<b>Costs to carriers</b>	928.7	1,413.8	1,957.4
<b>Costs to Government</b>	9.7	9.7	9.7
<b>Total cost to all stakeholders (including Government)</b>	938.7	1,413.8	1,967.1
<b>Net benefit</b>	-48.7	86.1	287.7

Note: Values in this table are presented as the present value using a real 7% discount rate. Compensation for inconvenience costs and benefits are analysed at a nominal discount rate of 9%.

## Small business lens

Although most of the Canadian commercial air operators do not meet the definition of the small and medium business category when using the gross revenue criteria to determine whether a business is small, the CTA has determined that 378 air carriers are considered small businesses using the criteria of

having 100 employees or fewer.

Costs to small businesses are associated directly with compliance with the regulations, including compensation paid to passengers in the event of flight disruption, expenses (e.g. IT systems) assumed to comply with communication provisions, and costs related to developing new training programs and delivering training to all relevant employees on the new processes and provisions.

The estimated annualized increase in total cost is \$4,324,986 (in 2012 dollars) for all affected small businesses and the average cost per small business is \$11,442 (in 2012 dollars). The estimated present value of total costs and cost per small business over the 10-year period are valued at \$30,376,893 (in 2012 dollars) and \$80,362(in 2012), respectively.

In the initial option, the APPR requirements would be applied to air carriers equally, regardless of their business size. However, to take into account concerns regarding impacts on the viability of small carriers, the CTA has put forward a flexible option in which small carriers would be subject to lower compensation requirements and would not be required to rebook using competing carriers.

### Initial Option

Short description: Apply the APPR to carriers regardless of their business size

Number of small businesses impacted: 378

**Table 6: Initial Option Costs and Risks**

<b>Costs/Risk considerations</b>	<b>Annualized Average (\$)</b>	<b>Present Value (\$)</b>
Compliance costs	4,848,419	34,053,268
Administrative costs	0	0
Total costs (all small businesses)	4,848,419	34,053,268
Total cost per small business	12,827	90,088
Risk considerations	N/A	N/A

### Flexible Option

Short description: Two-tiered approach to compensation and rebooking requirements

Number of small businesses impacted: 378

**Table 7: Flexible Option Costs and Risks**

<b>Costs/Risk considerations</b>	<b>Annualized Average (\$)</b>	<b>Present Value (\$)</b>
Compliance costs	4,324,986	30,376,893

<b>Costs/Risk considerations</b>	<b>Annualized Average (\$)</b>	<b>Present Value (\$)</b>
Administrative costs	0	0
Total costs (all small businesses)	4,324,986	30,376,893
Total cost per small business	11,442	80,362
Risk considerations	N/A	N/A

## **“One-for-One” Rule**

As the regulations do not impose incremental administrative costs on businesses, the “One-for-One” Rule does not apply.

## **Regulatory cooperation and alignment**

The EU has put in place a passenger protection regime including communication requirements, minimum standards of treatment, rebooking and reimbursement, and in some cases minimum compensation for flight disruptions. Current U.S. rules to strengthen air passenger rights address communication with passengers, set standards of treatment and disembarkation requirements during tarmac delays, and establish compensation for denied boarding due to overbooking. These requirements are in addition to those under the Montreal Convention, an international treaty to which the EU, U.S. and Canada are all party.

The CTA considered best practices and lessons learned from these other jurisdictions, while tailoring the regulations to Canadian needs. As a result, the APPR ensure that passengers travelling to, from and within Canada have rights that are comparable to those in other jurisdictions and that unintended consequences experienced in other jurisdictions can be mitigated.

In addition, the requirements related to the transportation of minors are intended to implement in Canadian regulation the new ICAO standards in this area. This is a requirement, as Canada is a signatory to the Convention on International Civil Aviation.

## **Gender-based analysis plus (GBA+)**

The regulations are intended to benefit the travelling public generally. The only targeted regulation relates to the seating of children under 14 years of age next to their parent or guardian at no additional cost. These regulations will result in a positive impact for travelling parents in general and, potentially to a greater extent, for women. Based on information from Statistics Canada, women are four times more likely to be lone parents (1.26 million) than men (0.35 million).

During consultations, some carriers indicated that compliance with the new regulations could involve financial requirements that hamper the viability of smaller airlines and those with already thin financial margins, including ultra-low-cost airlines serving a wide range of travellers and those serving northern and

remote areas.

These risks are mitigated in the regulations through the two-tier approach to compensation and rebooking requirements. Requirements related to hotel accommodations, provision of food and communication take into account the operating environments of carriers serving northern and remote communities (where amenities are often limited).

## **Rationale**

The CTA has developed these regulations in alignment with statutory requirements and the framework set out in the Act.

The CTA considered all input received through the consultations and CGI comment period to develop and finalize the regulations. The CTA has also considered best practices and lessons learned from air passenger protection regimes in other jurisdictions, including the European Union (EU) and the United States, as well as the Montreal Convention, an international treaty to which Canada is party (along with the United States and the EU).

## **Scope and application**

The scope of the regulations aligns with Parliament's intent that the regulations apply to "all flights to, from and within Canada, including connecting flights." The regime applies as broadly as possible to travellers in Canada to ensure as much consistency as possible.

Identifying the operating carrier as responsible for the requirements related to flight disruptions achieves the objective of ensuring a passenger understands where they can turn for redress without exposing carriers to undue liability or disincentivizing commercial arrangements between carriers.

The scope and application recognizes viability concerns of small carriers and new market entrants. Instead of limiting the scope of the regulations by carving certain carriers out, the regulations set different compensation and rebooking requirements for large and small carriers and creates flexibility within standards of treatment requirements (food, drink, accommodation) that account for unique operating environments. In this way, the regulations strike a balance between establishing robust passenger protections and ensuring Canada's these small carriers are still able to provide diverse service offerings to passengers, including ultra-low-cost travel, and transportation to and from remote, regional and northern areas.

The CTA will monitor the effects of these regulations on the growth of small and medium-sized carriers and new entrants into the market and reassess if needed.

## **Clear communication**

The regulations reflect the general agreement among the public, consumer advocacy groups, and industry stakeholders that passengers should be given clear information — regarding terms and conditions of carriage and during flight disruptions — in plain language through a range of methods.

The regulations are aimed at maximizing opportunities for passengers to receive key information throughout the travel process by, for example, requiring different methods of communication, and by requiring carriers to ensure information is shared by third parties authorized to sell tickets in the carrier's name. It is also designed to ensure that the needs of persons with disabilities are met.

The regulations also take into account some operational issues raised by air carriers, such as their limited control of signage at airports and third party resellers, and potential difficulty for front-line staff in immediately determining the precise cause of a delay.

## **Standards of treatment**

The standards of treatment and rebooking requirements are comparable to those established in the EU regime, and generally align with comments provided by the public and consumer advocates. Specifically, requiring standards of treatment to be provided starting two hours after the delay at departure aligns with the EU regime.

Avoiding prescribed dollar values for food and drink requirements reflects the wide range of possible delay circumstances and operational realities of different airport locations. The food and drink requirements are dependent on the time of day, duration of the delay and location to take into account cost variances at different airport locations and limited amenities in some remote areas. Accommodation requirements are similarly linked to the location of the delay.

## **Completion of itinerary**

The requirements related to rebooking and refunds protect the interests of passengers, while taking into account the operational considerations of carriers. Rebooking parameters reflect the aim of ensuring that the passengers arrive at their destination as soon as possible by rebooking them on the carrier's next possible flight or, in the case of large carriers, rebooked on a competitor flight if the carrier does not have an available flight leaving within nine hours of the original departure time.

Starting the rebooking and refund requirements after a flight delay of three hours allows time for a carrier to recover the flight from the delay before having to rebook, which can be a complex process that diverts resources from delay recovery.

Large carriers are also allowed a reasonable opportunity to make other arrangements for the affected passengers before having to take on the financial implications of last-minute rebooking on a competing carrier or transporting a passenger to another airport. Setting the threshold for rebooking on another carrier at nine hours reflects the lower frequency of certain flights, as well as hours of operation restrictions at some airports.

Exempting small air carriers from the requirement to rebook passengers on other carriers takes into account that many small air carriers have infrequent flights and/or do not have commercial or partnership arrangements with other air carriers.



## Minimum compensation levels

The CTA received a range of suggestions regarding the appropriate amount of compensation for delays and cancellations — from \$0 to \$9,000. The amounts for large carriers are comparable to those established in the EU regime (which range from EUR 250 to EUR 600, or approximately CAN\$375 to CAN\$900). These amounts also reflect input from public and consumer advocacy groups that compensation amounts should reflect inconvenience. They also reflect the policy intent that the Canadian regime be world leading.

Certain air carriers are of the view that compensation should be linked to the price of the ticket purchased or at least not surpass it. However, the objective of the regulations is to compensate for the inconvenience experienced by the passenger, which does not change depending on the price of a ticket. Basing compensation amounts on the length of delay instead of the individual fare (or flight distance, as is used in the EU) achieves that objective. This is also the clearest and most administratively straightforward option and reflects input received from the public during consultations.

Some stakeholders and members of the public recommended that the same compensation requirements apply to all carriers, regardless of size. However, the two-tier approach takes into account concerns that costs could impact the viability of small carriers, many of which serve remote communities, and ensures that air travel is accessible for Canadians.

The specific time frames for compensation (three or more hours, but less than six hours; six or more hours, but less than nine hours; and nine or more hours) align with the EU regime, in which compensation for delays is required for delays of three hours or more.

The regulations reflect consumer views that it is important to be offered compensation in the form of cash. It also provides the flexibility, supported by both carriers and consumers, to offer other forms of compensation (e.g. travel vouchers, seat upgrades, and points towards loyalty programs). Making cash the primary form of compensation, with passenger discretion to accept other forms of greater, non-expiring compensation, ensures that carriers can tailor compensation to passenger needs, provided passengers are aware of all options.

## Denied boarding

During consultations, the public expressed particular concern regarding denied boarding due to factors entirely within carrier control, such as overbooking. While carriers advised against punitive compensation requirements, establishing compensation that is significantly higher than general delay and cancellation compensation — while also leaving carriers with flexibility to negotiate with potential volunteers — is intended to reduce the number of passengers moved to later flights against their will. The APPR will not prevent carriers from innovating in their methods of seeking volunteers (e.g. through an auction). Specifying that negotiated terms are mutually agreed upon and provided in writing to the passengers will protect consumer interests in this process.

The regulations establish requirements for immediate compensation (i.e. starting at a delay of 0 hours) for denied boarding, reflecting the heightened inconvenience associated with being denied boarding against one's will. Immediate payment for denied boarding aligns with the U.S. regime and reflects the low

administrative complexity of processing these payments.

## **Tarmac delays**

The regulations increase passenger comfort during any tarmac delay by requiring that carriers provide a range of necessities recommended by the public and consumer advocates during consultations.

At airports in Canada, carriers will generally return to the gate for disembarkation after three hours — the earliest time permitted by the Act. The timing of disembarkation also draws from international best practices, namely the tarmac delay rules in the United States.

However, in order to mitigate further delay and passenger discomfort, the regulations allow air carriers the discretion to stay on the tarmac for one additional 45-minute window, should takeoff be imminent. While there may be public objections to allowing a plane to stay on the tarmac for longer than three hours, this is intended to account for operational considerations and lessons learned expressed by air carriers, in particular the increase in flight cancellations experienced in the United States following the implementation of a strict disembarkation rule.

## **Lost or damaged baggage**

Under the regime, liability limits (and related processes, timelines and exceptions) established under the Montreal Convention for international travel will also apply to domestic flights, which will ensure consistency for travellers. This approach also recognizes that the regime cannot conflict with the Montreal Convention, which provides an exclusive scheme for international travel, a consideration that was emphasized by stakeholders generally. The regulations also reflect the view expressed by many members of the public that baggage fees should be reimbursed in instances of damage, loss or temporary loss.

## **Seating of children under the age of 14**

Some members of the air industry are of the view that the seating of children free of charge is not an area in which government intervention is needed. However, this is clearly mandated by the legislation. It is important to note, however, that the regulations do not require carriers to offer seat selection free of charge. The airline will be required to facilitate the seating of a child near their parent or guardian at no additional charge.

The regulations reflect public and consumer advocate views that children should be seated near their parent or guardian at no extra charge, and, generally, that proximity should depend on the age of the child. In the CTA's public survey at airports, 79% of respondents indicated that children under 5 years of age should be seated adjacent to their parent, guardian or tutor. Results also suggest that it would be reasonable to allow for slightly greater separation between older children and their parent, guardian or tutor, with the greatest latitude for children aged 12 to 14.

By basing seating requirements on the age of the child and requiring that air carriers facilitate the seating of children *at the earliest opportunity*, the regulations recognize the complexity of assigned seating processes while ensuring that carriers take measures at every point to facilitate the seating. Facilitation could be done at the time of booking, at check-in, at the gate, and on the aircraft.

## **Transportation of musical instruments**

Generally, stakeholders support providing clear policies on the transportation of musical instruments. The regulations also reflect musician advocate views that carriers should transport musical instruments as carry-on or checked baggage in accordance with the same safety, dimension and weight policies as other baggage.

Air carriers, however, believe that competition in this area generates the best results. The regulations align with the legislation, which stipulates that regulations must require carriers to establish terms and conditions for the carriage of musical instruments without being prescriptive in terms of the content of the requirements.

## **Other consumer-related provisions**

The provisions relating to the transportation of unaccompanied minors are intended to incorporate into the ATR the new standards regarding the transportation of unaccompanied minors, which Canada is required to adopt, as a signatory to the Convention on International Civil Aviation.

Moving the ASPAR into the APPR is a logical step, given that they are both oriented toward consumers.

## **Implementation, compliance and enforcement, and service standards**

Requirements related to communication, tarmac delays, denied boarding, lost and damaged baggage, and the transportation of musical instruments provisions (along with applicable AMPs) will come into force on July 15, 2019. The more complex requirements related to seating, delays and cancellations (along with applicable AMPs) will come into effect December 15, 2019.


The CTA's ongoing monitoring of the air industry includes inspections and investigations, and the CTA's existing air passenger complaints processes and dispute resolution services would apply to the new obligations. Enforcement officers conduct periodic inspections of air carriers to ensure that operating requirements are met, and they would do targeted investigations if they suspect an air carrier is not meeting their operating requirements.

Following an application for air passenger travel dispute resolution under the existing tariff-based regime, timelines are 65 business days for facilitation, 20 business days for mediation (when no extension has been requested), , and 85 business days for adjudication (for complex cases, 65 business days after close of pleadings).

Once the regulations are registered, the CTA will issue guidance and tools for the public and air carriers to help ensure that this new regime is implemented smoothly and that passengers know their rights.

## Endnotes

- 1 ..... (WCC) : Passenger is only entitled to compensation if the disruption is within the carriers control.
  
- 2 ..... Statistics Canada. Table 23-10-0253-01 Air passenger traffic at Canadian airports, annual
  
- 3 ..... <https://www.transportation.gov/airconsumer/air-travel-consumer-reports>
  
- 4 ..... The National Academies of Sciences, Engineering, and Medicine, "Passenger Value of Time, Benefit-Cost Analysis and Airport Capital Investment Decisions, Volume 1: Guidebook for Valuing User Time Savings in Airport Capital Investment Decision Analysis", 2015, p. 1.
  
- 5 ..... Hsiangting Shatina Chen, "Travel well, road warriors: Assessing business travelers' stressors", Tourism Management Perspectives , Volume 22, April 2017, p. 1-6.
  
- 6 ..... United States Department of Transportation, "Final Regulatory Impact Analysis of Rulemaking on Enhanced Airline Passenger Protections", <https://www.regulations.gov/document?D=DOT-OST-2007-0022-0256>, 2009, p. 21-22.
  
- 7 ..... Statistics Canada. Table 24-10-0041-01 International travellers entering or returning to Canada, by type of transport

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**Date modified:**

2019-05-22



## Important information for WestJet customers

Here is some important information for passengers whose flights may have been affected by the labour disruption at WestJet.

The *Air Passenger Protection Regulations* state the following:

### Obligations — situations outside carrier’s control

This section applies to a carrier when there is delay, cancellation or denial of boarding due to situations outside the carrier’s control, **including but not limited to a labour disruption within the carrier, or within an essential service provider such as an airport or an air navigation service provider.**

When a flight disruption is caused by a situation outside the airline’s control, the airline (large or small) must **rebook** passengers on its next available flight or on the flight of an airline with which it has a commercial agreement. The flight must depart within **48 hours** after the passenger’s original departure time. If the airline cannot rebook the passenger within 48 hours, the airline must, at the passenger’s choice:

- Provide a refund; or
- Make alternate travel arrangements, free of charge.

### Related content

- [Know your rights](#)
- [Flight delays and cancellations](#)
- [Air Passenger Protection Regulations](#)

This is Exhibit " G " referred to in  
the affidavit of Ciaran Machado  
sworn before me at the City of Vancouver  
this 19 day of August 20 24

## SUBMISSIONS OF WESTJET

### Background

1. Anne Boyd and Robert Boyd (the "**Applicants**") seek damages following a delay while travelling from Kelowna, British Columbia to Rome, Italy on May 18, 2023.
2. The Applicants seek \$2,277.25 in out-of-pocket expenses and compensation pursuant to the *Air Passenger Protection Regulations*, SOR/2019-150 (the "**APPR**"). The Applicants say that they are owed compensation for their out-of-pocket expenses, as well as compensation pursuant to s. 19(1) of the *APPR*.
3. WestJet submits that s. 19(1) of the *APPR* does not apply in these circumstances, as outlined below.
4. WestJet also submits that the Applicants and the Civil Resolution Tribunal (the "**CRT**") are bound by the terms and conditions of the airline passenger tickets and WestJet's International Tariff (the "**Tariff**"), which together comprise a Contract of Carriage and which also limit and/or proscribe the Applicants' right of recovery against WestJet.

### ***Respondent's Evidence #1 – International Tariff***

### Facts

#### ***a) The travel delay***

5. On May 18, 2023, the Applicants were scheduled to travel on the following flights:
  - (a) WS 3162 from Kelowna, British Columbia to Calgary, Alberta, which was scheduled to depart at 14:00 PDT and to arrive at 16:09 MDST; and
  - (b) WS 032 from Calgary, Alberta, to Rome, Italy, which was scheduled to depart at 18:05 MDST and to arrive at 11:55 CET.

### ***Respondent's Evidence #2 – Passenger Name Record***

6. The Applicants travelled on WS 3162 from Kelowna to Calgary, as scheduled. Unfortunately, however, WS 032 was cancelled due to the ongoing labour disruption involving WestJet's pilots.

### ***Respondent's Evidence #3 – Irregular Operations Report, WS 032***

7. Due to the cancellation of WS 032, WestJet rescheduled the Applicants on a mix of flights operated by WestJet and other carriers, as follows:
  - (a) WestJet flight WS3628 from Calgary to Portland on May 19, 2023;
  - (b) Delta Airlines flight DL0178 from Portland to Amsterdam on May 20, 2023; and
  - (c) Italia Transporto Aero flight AZ0107 from Amsterdam to Rome on May 20, 2023

***Applicants' Evidence #17 and #18***

8. Ultimately, the Applicants arrived in Rome on May 20, 2023, over 24 hours later than scheduled.
9. As a result of the travel delay, the Applicants seek to recover:
  - (a) \$185.25 for a hotel in Calgary on the night of May 18, 2023;
  - (b) \$92.00 for meals purchased from May 18, 2023 to May 20, 2023; and
  - (c) \$2,000 (\$1,000 each) in compensation for their delay under s. 19(1) of the *APPR*.

***b) The labour disruption***

10. WestJet pilots are represented by the Air Line Pilots Association (the "**ALPA**"). In May 2023, the pilots and the ALPA were in the process of negotiating a new Collective Agreement with WestJet.
11. Pursuant to the Canada Labour Code, a 72-hour strike notice (the "**Strike Notice**") was formally issued on May 15, 2023. Upon the expiry of the 72-hour period in the Strike Notice, the pilots were authorized to strike, beginning at 3:00am MDT on May 19<sup>th</sup>, 2023.

***Respondent's Evidence #4 – WestJet Pilots File 72-Hour Strike Notice***

12. Ultimately, the pilots and WestJet came to an agreement at approximately 12:00am MDT on May 19, 2023.

***Applicants' Evidence #4 - 7***

**Position on the Applicant's Claim**

13. As a result of the travel delay, the Applicants seek to recover \$2,277.25, comprised of the following:
  - (a) \$185.25 for a hotel in Calgary on the night of May 18, 2023;
  - (b) \$92.00 for meals purchased from May 18, 2023 to May 20, 2023; and
  - (c) \$2,000 (\$1,000 each) in compensation for their delay under s. 19(1) of the *APPR*.

***a) Out of pocket expenses***

14. WestJet does not take issue with the \$185.25 claimed for the hotel costs, or the \$92.00 claimed for meals.
15. However, WestJet submits that Neither the Tariff, Terms and Conditions, nor the *APPR* provide a basis for the \$2,000 in *APPR* compensation sought.



**b) APPR compensation**

16. The relief sought by the Applicants is subject to the *APPR*. The *APPR* are included in the Tariff, which comprise the contract of carriage between WestJet and the Applicant.

***Respondent's Evidence #1 - International Tariff***

17. The *APPR* limits WestJet's liability for compensation for delayed or cancelled flights based on the cause of the delay or cancellation.

***Respondent's Evidence #5 - Air Passenger Protection Regulations, SOR/2019-150***

18. The Applicants seek \$1,000.00 in compensation each for a delay of over 9 hours, pursuant to s. 19(1) of the *APPR*.
19. The *APPR* provides that airlines are obligated to provide compensation for inconveniences incurred due to delays or cancellations in certain circumstances. Eligibility for compensation depends on a) the cause of the delay/cancellation and b) the length of the resulting delay.
20. When a delay is within carrier control, s. 19 compensation is generally owed. However, when a delay is outside of carrier control, compensation under s. 19 is not owed.
21. Section 10(1) of the *APPR* states as follows:

This section applies to a carrier when there is delay, cancellation or denial of boarding due to situations outside the carrier's control, including but not limited to the following:

[...]

(j) a labour disruption within the carrier or within an essential service provider such as an airport or an air navigation service provider;

***Respondent's Evidence #5 - Air Passenger Protection Regulations, SOR/2019-150***

22. As such, WestJet submits that the cancellation of flight WS 032 was outside of carrier control, as it occurred due to a labour disruption. The *APPR* is clear that a labour disruption, even within the carrier, is outside of carrier control.
23. When section 10 applies to a cancellation/delay, s.19 does not apply, and compensation for delay is not owed.
24. However, the Applicants argue that, because there was no active picketing by the pilots at the time of the cancellation of WS 032, there was no "work stoppage", and no actual strike.
25. Respectfully, the *APPR* does not use the term "work stoppage" or "strike", but rather the broader "labour disruption".

26. The Canadian Transportation Agency (the “CTA”) was involved in the drafting of the *APPR*. The CTA has issued a Regulatory Impact Analysis Statement, which confirms that the intent behind specifying “labour disruptions” as being outside carrier control (rather than using alternative terms such as “strike”) was to avoid having the *APPR* be used as a tool to influence the collective bargaining process.

***Respondent’s Evidence #6 - Regulatory Impact Analysis Statement***

27. In the Regulatory Impact Analysis Statement, under the heading “Clarity regarding categorization of flight disruptions”, the CTA noted that:

Some stakeholders would like there to be greater specificity and clarity in the regulations as to the situations that would be considered "required for safety purposes" and "outside the carrier's control". As it is not possible or desirable to be completely prescriptive in regulation, CTA will address these comments using a combination of regulatory adjustments and guidance materials for air carriers.

***Respondent’s Evidence #6 - Regulatory Impact Analysis Statement***

28. In the following section under the same heading, the CTA addressed concerns of certain stakeholders regarding labour disruptions:

**c) Labour disruptions**

Air industry stakeholders feel that the regulations should explicitly indicate that labour disruptions within an airline are "outside the carrier's control" to avoid influencing collective bargaining processes. The CTA agrees that it would be appropriate to give clarity in this area and has adjusted the regulations to specify that disruptions resulting from labour disruptions within the carrier or at an essential service provider (e.g., an airport) are considered outside the carrier's control.

*[Emphasis added]*

29. Finally, on May 16, 2023, the CTA released a statement affirming that the WestJet labour disruption was outside of carrier control pursuant to s. 10 of the *APPR*. As such, it is WestJet’s position that the labour disruption fell within s. 10 of the *APPR*, and s. 19 compensation is not applicable in the circumstances.

***Respondent’s Evidence #7 – CTA Statement, Important Information for WestJet Customers***

30. In the recent decision of *Burym et al v WestJet Airlines Ltd.*, the Manitoba King’s Bench – Winnipeg Centre Court considered whether the May 2023 pilot’s strike was within or outside of carrier control. In that case, the Claimants were scheduled to travel from Maui to Winnipeg on May 18<sup>th</sup>, 2023. Their flight was cancelled due to the pilot’s strike.

***Respondent's Evidence #8 - M. Burym v. WestJet Airlines Ltd. - MB Certificate of Decision at Hearing***

31. The Claimants argued that, because there was no active picketing, the cancellation of their flight was not due to a labour disruption, and instead was within carrier control. The Court rejected this argument, finding that the formal announcement of a strike marked the onset of the labour disruption:

The assertion that the commencement of a strike equates to the onset of a labor disruption is predicated on the understanding that the formal announcement of a strike signified the beginning of altered labor dynamics. Contrary to the notion that picketing serves as the definitive starting point, the announcement of a strike constitutes the decisive moment when contractual obligations are suspended and labor activities are fundamentally disrupted. As such, any actions taken by the involved parties subsequent to the announcement are inherently shaped by the altered circumstances and legal ramifications arising from the declaration.

[...]

Ultimately, the Court's determination that the declaration of the strike marked the onset of the labor disruption. It is the announcement of the strike that heralds the suspension of contractual obligations and instigates a fundamental shift in labor relations thus establishing that a labor disruption was underway at the time of the claimants' flight cancellation, making it outside of the carrier's control. In light of the above findings, the claim is dismissed.

32. WestJet submits that there is no basis upon which to find that "labour disruptions" under s. 10 of the *APPR* requires "active picketing" or a "work stoppage" in order to apply.
33. On the contrary, a plain reading of the *APPR*, the CTA statements, and the *Burym v WestJet* decision support a finding that "labour disruptions" should be more broadly interpreted: the announcement of a strike constitutes the decisive moment when contractual obligations are suspended and labor activities are fundamentally disrupted.
34. It is not disputed that the cancellation of the Applicants' flight WS 032 occurred both after the Strike Notice was issued, and because of the ongoing labour dispute between the pilots and WestJet.
35. As such, WestJet submits that it is clear the cancellation was outside of carrier control, and s.19(1) compensation is therefore not due.

### **Summary**

36. In summary, WestJet submits the following:
- (a) The Applicants experienced a delay while travelling from Kelowna, BC to Rome, Italy on May 18, 2023, with a layover in Calgary, Alberta;
  - (b) The Applicants flight from Calgary to Rome (WS 032) was cancelled due to an ongoing labour dispute between WestJet and WestJet pilots;
  - (c) WestJet does not dispute the Applicants' claim for \$185.25 for their hotel costs, or the \$92.00 claimed for meals;
  - (d) However, WestJet disputes the Applicants' claim for \$1,000 each, made under s. 19(1) of the *APPR*;
  - (e) Section 19(1) of the *APPR* only applies to delay/cancellation that is within carrier control. When a delay/cancellation occurs that is outside of carrier control, compensation is not owed;
  - (f) "Labour disruptions" are categorized as being outside of carrier control under s. 10(1) of the *APPR*;
  - (g) The term "labour disruption" is to be given a broader meaning than "strike", "work stoppage", or "active picketing". The CTA itself has confirmed that this was the intention of the drafters of the *APPR*;
  - (h) Further, pursuant to *Burym et al v WestJet*, the announcement of a strike constituted the decisive moment when contractual obligations are suspended, and labour activities are fundamentally disrupted;
  - (i) In this case, the disruption of the labour activities began on May 15, 2023, when the Strike Notice was issued; and
  - (j) At all material times, WestJet acted in compliance with the *APPR*, the Tariff, the Policy, and the terms of the contract with the Applicants.
37. WestJet therefore submits that the Applicants' claim for \$2,277.25 ought to be dismissed, and instead they be awarded a maximum of \$277.25.

WESTJET AIRLINES LTD.  
C/O FILLMORE RILEY  
1700-360 MAIN STREET  
WINNIPEG, MANITOBA R3C 3Z3

File # SC23-01-44117  
Page: 1 of 2

**THE KING'S BENCH  
Winnipeg Centre**

**BETWEEN:**

**MARIANNE BURYM AND ABBY KLIPPENSTIEN AND BROCK KLIPPENSTEIN AND RONALD KLIPPENSTEIN,**

**CLAIMANT(S),**

**-AND-**

**WESTJET AIRLINES LTD.,**

**DEFENDANT(S).**

**CERTIFICATE OF DECISION AT HEARING - DECISION OF COURT OFFICER**

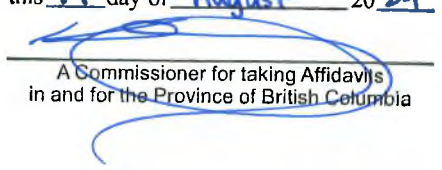
THIS IS TO CERTIFY that this Small Claim was heard by a court officer under *The Court of King's Bench Small Claims Practices Act* on February 8, 2024, in the presence of;

MARIANNE BURYM, ABBY KLIPPENSTIEN, BROCK KLIPPENSTEIN, RONALD KLIPPENSTEIN  
WESTJET AIRLINES LTD.

and the following decision was made:

The claim against WESTJET AIRLINES LTD. was dismissed without costs.

This is Exhibit " H " referred to in  
the affidavit of Ciarah Machado  
sworn before me at the City of Vancouver  
this 19 day of August 20 24

  
A Commissioner for taking Affidavits  
in and for the Province of British Columbia

Filing Date: February 29, 2024

LAMONICA, B.  
Deputy Registrar

**NOTICE**

1. This decision made by a court officer may be appealed to a judge of the Court of King's Bench only on a question of law or jurisdiction with leave of a judge. See section 12(1) of *The Court of King's Bench Small Claims Practices Act*.
2. If you wish to appeal this decision, you must file an Application for Leave to Appeal and Notice of Appeal (Form 76K) in the Court of King's Bench within 30 days after the filing date shown on this certificate. You must also serve the Application for Leave to Appeal and Notice of Appeal on all other parties not later than 20 days after filing it. The

WESTJET AIRLINES LTD.  
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File # SC23-01-44117

Page: 2 of 2

## **THE KING'S BENCH Winnipeg Centre**

decision of the judge on application for leave to appeal is final and cannot be further appealed.

3. If leave to appeal is granted, a Court of King's Bench judge will provide directions to all parties as to the conduct of the appeal.
4. If you are the defendant and you did not appear at the hearing and judgment was given against you, you may apply to a court officer to have the decision set aside (Form 761). You will also be required to pay security for costs. The decision may only be set aside if the court officer is satisfied that
  - (a) you did not wilfully or deliberately fail to appear at the hearing;
  - (b) you filed your application to set aside this decision as soon as reasonably possible after learning of the decision on the claim, or you have a satisfactory explanation for any delay in filing your application;and
  - (c) it is fair and just in the circumstances to set aside the decision.

The decision made at the set aside hearing is final and cannot be appealed.

If you require further information contact the court office at (204) 945-3138.

### SUMMARY OF REASONS

The claimants are seeking compensation under the Air Passenger Protection Regulations (hereinafter known as the "APPR") for the cancellation of their flight as a result of a pilot strike within WestJet Airlines. Counsel for the defendant maintains that the circumstance in question was outside of the airline's control and the claimants are as a result, not entitled to compensation as stated in the APPR.

In a small claim such as this, the claimant bears the burden of proof on a balance of probabilities. Both parties provided evidence and made submissions in support of their respective positions. I have thoroughly reviewed all of the party's submissions, focusing solely on the evidence and arguments that I deem pertinent to establish the context for my decision.

WestJet pilots, who are represented by the Air Line Pilots Association ("ALPA"), were in the process of negotiating a new Collective Agreement. In compliance with the Canada Labour Code, a 72-hour strike notice was formally issued on May 15<sup>th</sup>, 2023. This notice conveyed the pilots' intent to strike upon the lapse of the specified 72-hour period, resulting in the grounding of all WestJet aircraft and the cessation of WestJet operations. The pilots were authorized to strike as early as 3:00 a.m. Mountain Daylight Time on Friday, May 19<sup>th</sup>, 2023, being midnight in Hawaii. In the end, the pilots reached a tentative agreement just after 12:00 a.m. MDT on May 19<sup>th</sup>, 2023 and WestJet began rebooking passengers whose flights had been cancelled.

The claimants, travelling from Maui to Winnipeg on Thursday, May 18<sup>th</sup>, for their return journey home, encountered a disruption to their travel plans. The initial segment of their flight was canceled, which was scheduled for departure at 10:45 p.m. (Hawaiian Standard Time). This was conveyed to them on May 18<sup>th</sup> around 5:45 p.m. HST. An email notification from WestJet attributed the disruption to a strike or work stoppage, prompting a change of their itinerary. Shortly thereafter, another email instructed them to contact WestJet for flight options. Subsequently, they invested several hours in finding alternative arrangements. Despite being offered a flight to Seattle through one of WestJet's partner airlines, the claimants deemed this option unsuitable. Consequently, they opted to rebook the same flight, originally canceled, albeit for the following day. In the end, the delay extended to a duration of 26 hours from the originally slated departure time until their arrival at home.

The claimants are seeking compensation in the amount of \$1,000.00 per person, in accordance with the regulations stipulated by the APPR. These regulations specify that



airlines are obligated to provide compensation for inconveniences incurred due to delays or cancellations that are fully within the airline's control. Eligibility for compensation is contingent upon being informed of the delay or cancellation 14 days or less prior to the original departure time, experiencing a delay of 3 hours or more upon arrival at the final destination, and submitting a formal request for compensation to the airline within one year of the incident. Given the delay exceeding 9 hours, the passengers maintain their entitlement to the aforementioned compensation amount.

Counsel for the airline directed the Court to Section 10 (1) (j) of the APPR which states:

"This section applies to a carrier when there is delay, cancellation or denial of boarding due to situations outside the carriers control, including but not limited to the following :

(j) a labor disruption within the carrier or within an essential service provider such as an airport or an air navigation service provider"

The defendant maintains that, as per the clear provisions within the applicable regulations, labor disruptions are deemed to be beyond the carrier's control. And consequently, argues that the claimants are not entitled to the compensation they are seeking.

The claimant's fundamental point rests on the observation that there is no active picketing by the pilots, implying the absence of an ongoing strike at the moment the flight was to take off. As a result, the claimants argued that there was at the time of departure, no labor disruption.

The Court was informed of the absence of a legally defined concept of "labour disruption" and neither statutory provisions nor jurisprudence offer a definitive description. Hence, the onus falls upon the Court to ascertain, on a case-by-case basis, whether a given set of circumstances qualifies as such. While not aiming for a comprehensive characterization, the Court, in this instance, is tasked with determining whether the pilot strike in question constituted a labor disruption.

The assertion that the commencement of a strike equates to the onset of a labor disruption is predicated on the understanding that the formal announcement of a strike signifies the beginning of altered labor dynamics. Contrary to the notion that picketing serves as the definitive starting point, the announcement of a strike constitutes the decisive moment when contractual obligations are suspended and labor activities are fundamentally disrupted. As such, any actions taken by the involved parties subsequent

to the announcement are inherently shaped by the altered circumstances and legal ramifications arising from the declaration.

The airline fulfilled its duty of care to affected passengers by providing timely notice of the flight cancellations. By giving passengers advance notice, the airline enabled them to make alternative travel arrangements as stated in Section 10 (3) of the APPR which explains that the airline is obligated to arrange for rebooking passengers on the next available flight operated by a partner airline with which it has a commercial agreement. This subsequent flight must depart within 48 hours of the original departure time. If the airline is unable to rebook within this timeframe, the option to request a refund or alternative travel arrangements at no additional cost is available.

Ultimately, the Court's determination is that the declaration of the strike marked the onset of the labor disruption. It is the announcement of the strike that heralds the suspension of contractual obligations and instigates a fundamental shift in labor relations thus establishing that a labor disruption was underway at the time of the claimants' flight cancellation, making it outside of the carrier's control. In light of the above findings, the claim is dismissed. Parties to bear their own costs.

## Guide to Appealing a Small Claims Decision

### Can I appeal a decision of a Small Claims Court Officer?

An appeal of a Small Claims Court Officer's decision is only available in limited situations. In order to appeal, you must get "leave" (permission) from a judge of the Court of King's Bench by satisfying them that the Court Officer made an "**error of law**" or an "**error of jurisdiction**", not an "**error of fact**" or a "**mixed error of law and fact**".

Most people want to appeal because they think the Court Officer should have decided things differently. But you **cannot** appeal for that reason. In other words, you **will not** get "*leave to appeal*" (i.e. permission from the judge) just because:

- you do not agree with the Court Officer's decision
- you did not bring all the documents the Court Officer needed to decide the case properly
- you did not bring witnesses that would have helped the Court Officer make a decision
- the Court Officer thought the evidence of the other side was more believable than yours

An "**error of law**" or "**error of jurisdiction**" is a very hard thing to prove. It requires you to know what the correct law is to apply to your case. It is a good idea to be represented by a lawyer or to ask a lawyer whether such a mistake was made before you file an appeal.

**Be aware:** If the judge rejects your request for "*leave to appeal*", or dismisses your actual appeal, you might be ordered to pay costs (money) to the other parties.

### What is an "error of law"?

An "**error of law**" is when the Court Officer makes a mistake when interpreting the law, uses the wrong legal test or fails to consider a relevant issue when applying the correct legal test.

- **Example:** You entered into a loan agreement on October 1, 2022. On November 30, 2022, you breached the agreement by failing to make payments. Three years later, on December 1, 2025, the loan company files a claim against you for monies owing under the loan. You argue that the loan company is past the two-year limitation period to bring the claim and it should be dismissed. The Court Officer finds that you breached the loan agreement and makes an order against you. You have grounds to appeal because the Court Officer made an error in law by failing to consider that *The Limitations Act* provides a two-year limitation period on the claim and the loan company could not bring a claim against you three years after the breach.

### What is an "error of jurisdiction"?

An "**error of jurisdiction**" is when the Court Officer makes a mistake about their legal authority or power to make the decision. *The Court of King's Bench Small Claims Practices Act* (Manitoba) states what is, and what is not, within the jurisdiction of the Small Claims Court to decide.

- **Example:** You sue the contractor for unfinished renovations on your home that you paid for in full. The Court Officer decides that you win and awards you \$20,000 for your claim, plus interest and costs. The contractor has grounds to appeal this decision because the Court Officer ordered an amount of money that was not within their power to order as *The Court of King's Bench Small Claims Practices Act* limits claims to \$15,000, plus interest and costs.

### What is an "error of fact"?

An "**error of fact**" is different and occurs when the Court Officer has the wrong facts or interprets them incorrectly, but applies the correct law to those facts. **You cannot appeal for an "error of fact"**.

- **Example 1:** You sue your mechanic because they didn't do the repairs on your vehicle properly. After listening to both sides, the Court Officer rules for the mechanic, deciding that the evidence shows that repairs were completed and done properly and something else was wrong with your car. You disagree because you feel the mechanic really did mess up the job. You will not be granted leave to appeal because this is a factual disagreement.
- **Example 2:** You file a claim for money owed to you under a verbal agreement. There was a witness, but on the day of the hearing, the person who heard you make the deal did not show up. You also told the Court Officer there were calls and texts afterwards that proved the agreement but you did not bring copies. The Court Officer decided you did not have enough evidence to prove there was an agreement, and dismissed your claim. You will not be granted leave to appeal because the Court Officer applied the law correctly and decided the facts you presented to the Court did not prove your claim.

### What is a “mixed error of fact and law”?

A “mixed error of fact and law” occurs when the facts are admitted or proven and the rule of law is undisputed but the Court Officer applies the legal test incorrectly to your set of facts. You **cannot** appeal for a “mixed error of fact and law”.

- **Example:** You sue your local grocery store for slipping and falling in the aisle. At the hearing, it is admitted by the store owner that you fell on the wet floor that day and that a “Wet Floor” sign had not been put out. Although the legal test of *negligence* was correctly chosen by the Court Officer, they decide that the store is not responsible because the mop had been left out in the aisle so people could see that it had just been cleaned. You will not be granted leave to appeal the decision even though you feel the store did not do enough to warn its customers and did not satisfy the appropriate *standard of care*.

### How to Appeal?

If you think you can prove an “error in law” or “error of jurisdiction”:

- Fill out an “*Application for Leave to Appeal and Notice of Appeal*” (Form 76K) and file it at the Court of King's Bench court office within 30 days from the filing date on your *Certificate of Decision*. You must also file the transcript of the proceedings before the court officer or proof that the transcript has been ordered.
- Pay the filing fee.
- When you file your application and the transcript or proof that the transcript has been ordered, the court will schedule an appointment (including the date, time and place) for the hearing of your *leave application*.
- Serve a copy of your application (with the date, time and place indicated) and a copy of the transcript, on all the other parties involved within 20 days of filing the application. If the transcript is not available when the application is served, the transcript must be later served on the other parties as soon as possible. Additional time to file and/or serve the application can be requested by filing a motion to a judge.
- Once you have served all parties, file a “*Declaration of Service*” (Form 76B) with the court for each party that was served so that the Court knows they have been notified of the application.
- After filing your application, all steps taken to enforce the decision of the Court Officer are “stayed” (stopped) and the “stay” continues until your application for *leave to appeal* is dismissed or, if your *leave to appeal* is granted, until the Court makes a decision on your appeal. In other words, nobody has to pay any amount owing until a final decision is made.

### What happens next?

- Show up at Court at the time, date and location you were told. Your hearing will be on a list where the judge is dealing with a number of *applications for leave to appeal*, including yours.
- At the hearing of your *application for leave to appeal*, you will be required to set out before the judge how, in your view, the Court Officer made an “error of law” or an “error of jurisdiction”.
- If your *leave to appeal* is granted, the judge will set another date and time for the actual hearing of your appeal and may also give directions as to how the appeal will be conducted.
  - You must go to the hearing of your appeal. The appeal judge may agree with the decision of the Court Officer, or make any decision the Court Officer could have made.
  - A Certificate of Decision will be mailed to all of the parties that shows the Judge's decision- it is a judgment of the Court and may be enforced.
  - The appeal decision is final and cannot be appealed further.

For more information on the Small Claims Appeal Process, please see: <https://www.manitobacourts.mb.ca/court-of-queens-bench/frequently-asked-questions/small-claims/>.

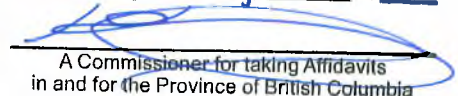
### Appealing a Decision of a Judge of the Court of King's Bench

- If your Small Claims hearing was with a judge of the Court of King's Bench (not a Court Officer) and you want to appeal, you must get permission from a judge of the Manitoba Court of Appeal. But again, you may only do so on an “error of law” or an “error of jurisdiction” as set out above.
- For further information on the Court of Appeal process, see: <http://www.manitobacourts.mb.ca/court-of-appeal> or call the Court of Appeal at 204-945-2647.

### Need more help?

If you need more information regarding appealing a Small Claims decision, you can contact the **Legal Help Centre** for assistance. The Centre provides free information to people who meet their eligibility requirements. Call 204-258-3096 or visit <http://legalhelpcentre.ca/> to see if you are eligible or to obtain more information.

This is Exhibit “ I ” referred to in  
the affidavit of Ciarah Machado  
sworn before me at the City of Vancouver  
this 19 day of August 20 21

  
A Commissioner for taking Affidavits  
in and for the Province of British Columbia



THE LAW COURTS  
800 SMITHE STREET  
VANCOUVER, B.C.  
V6Z 2E1

## Notice to the Profession, the Public and the Media

### Affidavits for use in Court Proceedings

COVID-19 Notice No. 2

**Date: March 27, 2020**

This notice replaces the *Notice to the Profession, the Public and the Media Regarding Affidavits for Use in Civil and Family Proceedings* issued March 20, 2020.

The requirements for the commissioning of affidavits are set out in section 1 of Appendix A of the *Code of Professional Conduct for British Columbia*.

During the COVID-19 pandemic, some accommodation must be made for the commissioning of affidavits in circumstances where it is not possible or is medically unsafe for the deponent to physically attend before a commissioner. Examples might include deponents who are unable to leave their residences, are not permitted to receive visitors, or for those who are required to self quarantine.

With the approval of the Law Society of British Columbia, until further notice, the following accommodations will be made for affidavits to be used in any proceeding in the Supreme Court, subject always to the discretion of the Courts to apply the best evidence requirements to their use:

1. Any affidavit to be sworn using video technology must contain a paragraph at the end of the body of the affidavit describing that the deponent was not physically present before the commissioner, but was linked with the commissioner utilizing video technology and that the process described below for remote commissioning of affidavits was utilized.
2. While connected via video technology, the deponent must show the commissioner the front and back of the deponent's current government-issued photo identification and the commissioner must compare the video image of the deponent and information in the deponent's government-issued photo identity document to be reasonably satisfied that it is the same person and that the document is valid and current. The commissioner must also take a screenshot of the front and back of the deponent's government-issued photo identity document and retain it.

3. The commissioner and the deponent are both required to have a paper copy of the affidavit, including all exhibits, before each of them while connected via video technology.
4. The commissioner and the deponent must review each page of the affidavit and exhibits to verify that the pages are identical and if so, must initial each page in the lower right corner.
5. At the conclusion of the review, the commissioner will administer the oath, the deponent will state what needs to be said to swear or affirm the truth of the facts, and the commissioner must watch the deponent sign his or her name to the affidavit.
6. The deponent will then send the signed affidavit with exhibits electronically to the commissioner.
7. Before completing the affidavit, the commissioner must compare each page of the copy received from the deponent against the initialed copy that was before him or her in the video conference and may affix his or her name to the jurat only upon being satisfied that the two copies are identical.
8. The two copies will then be attached together with a certificate signed by the commissioner stating that the commissioner was satisfied that the process was necessary because it was impossible or unsafe, for medical reasons, for the deponent and the commissioner to be physically present together.
9. The completed package would then be permitted to be filed.

Dated March 27, 2020, at Vancouver, British Columbia

By Direction of Chief Justice C.E. Hinkson  
Supreme Court of British Columbia