

Halifax, NS

lukacs@AirPassengerRights.ca



August 10, 2015

VIA EMAIL

The Secretary
Canadian Transportation Agency
Ottawa, ON K1A 0N9

Dear Madam Secretary:

Re: Dr. Gábor Lukács v. Porter Airlines
Application concerning misrepresentation, application of terms and conditions not set out in the tariff, and failure to apply the tariff with respect to compensation for baggage delay

Please accept the following application pursuant to ss. 26, 27, 67, and 67.1 of the *Canada Transportation Act* (“CTA”), S.C. 1996, c. 10, ss. 18, 110, and 113.1 of the *Air Transportation Regulations*, S.O.R./88-58 (“ATR”), and Rule 19 of the *Canadian Transportation Agency Rules (Dispute Proceedings and Certain Rules Applicable to All Proceedings)*, S.O.R./2014-104.

OVERVIEW

The Applicant alleges that:

- (i) between February 19, 2013 and August 4, 2015, Porter Airlines published false and/or misleading information on its website concerning the lack of entitlement of passengers to monetary compensation for expenses incurred as a result of baggage delay, contrary to s. 18(b) of the *ATR*;
- (ii) between February 19, 2013 and August 6, 2015, Porter Airlines shortchanged passengers travelling on international itineraries by applying terms and conditions with respect to baggage delay not set out in its International Tariff and/or failing to apply its International Tariff Rule 18.2 and/or Transborder Tariff Rule 80(F), contrary to s. 110(4) of the *ATR*;

- (iii) between October 10, 2013 and August 6, 2015, Porter Airlines shortchanged passengers travelling on domestic itineraries by applying terms and conditions with respect to baggage delay not set out in its Domestic Tariff and/or failing to apply its Domestic Tariff Rule 16.2, contrary to s. 67(3) of the *CTA*; and
- (iv) Porter Airlines profited from its unlawful conduct, while causing losses to the travelling public.

The Applicant is seeking an Order, pursuant to s. 67.1(c) of the *CTA* and/or 113.1(a) of the *ATR*, directing Porter Airlines to take corrective measures.

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I. THE FACTS

(a) Porter Airlines and its tariffs

1. Porter Airlines is a Canadian common carrier that operates scheduled domestic and international (including transborder) services.
2. By the end of 2013, Porter Airlines had transported more than 10 million passengers, and since 2012, Porter Airlines has transported at least 2.5 million passengers every year.

Porter Airlines' News Release (November 12, 2013), Document No. 1

3. The number of delayed or lost bags per 1000 passengers ("bag ratio") for most North American airlines is approximately 3. For example, WestJet's bag ratio in 2012 was 2.94, while in 2013 it was 3.62.

WestJet Annual Report 2013, p. 33, Document No. 2

4. Since 2012, Porter Airlines' ratio of delayed or lost bags has also been approximately 3 bags per 1000 passengers, and no less than 2 delayed bags per 1000 passengers, resulting in a total of approximately 5000 delayed bags per year.

(i) International tariff

5. Pursuant to ss. 110(1) and 122(c) of the *ATR*, Porter Airlines is required to file with the Agency an international tariff, governing the rights and obligations of passengers travelling on international itineraries vis-à-vis Porter Airlines in respect of an enumerated list of core areas, including limits of liability respecting passengers and goods, exclusions from liability respecting passengers and goods, and procedures to be followed, and time limitations, respecting claims.

***Air Transportation Regulations*, ss. 110(1) and 122(c)**

6. In *Lukács v. Porter Airlines*, Decision No. 16-C-A-2013 (paras. 151-158), the Agency found that Porter Airlines' Proposed Tariff rule purporting to limit its liability for delay of checked baggage to nil during the first 24 hours of the delay, to \$25.00 for a delay of between 24 and 48 hours, and up to \$125.00 for a delay of between 5 and 21 days was contrary to the *Montreal Convention*, and as such was unreasonable.

***Lukács v. Porter Airlines*, Decision No. 16-C-A-2013, paras. 151-158**

7. On January 16, 2013, in *Lukács v. Porter Airlines*, Decision No. 16-C-A-2013, the Agency disallowed certain provisions of Porter Airlines' International Tariff, and ordered Porter Airlines to file, within 20 days, an amendment to its tariff, which conforms with the Agency's findings in said decision.

***Lukács v. Porter Airlines*, Decision No. 16-C-A-2013, paras. 162-163**

8. In response to Decision No. 16-C-A-2013, Porter Airlines amended its tariff, effective February 19, 2013, by adding International Tariff Rule 18.2(b), which provides that:
- Porter Airlines must reimburse passengers for reasonable expenses incurred as a result of baggage delay, up to approximately 1,131 SDR (approximately CAD\$2,050), and subject to the usual conditions of the *Montreal Convention*.

Porter Airlines' International Tariff (effective February 18, 2013), Document No. 3

9. Subsequently, Porter Airlines amended its tariff effective March 7, 2014, but the content of International Tariff Rules 18.2(b) and 18.2(c) have remained unchanged.

Porter Airlines' International Tariff (effective March 7, 2014), Document No. 4

10. On or around September 4, 2014, Porter Airlines issued a separate tariff for scheduled trans-border service (between Canada and the US), effective October 19, 2014, whose Rule 80(F) mirrors International Tariff Rule 18.2.

Porter Airlines' Transborder Tariff (effective October 19, 2014), Document No. 5

11. Pursuant to s. 110(4) of the *ATR*, Porter Airlines was required to apply the aforementioned terms and conditions with respect to compensation of passengers for baggage delay that occurred on or after February 19, 2013 on international itineraries.

Air Transportation Regulations, s. 110(4)

(ii) Domestic tariff

12. Pursuant to s. 67(1) of the *CTA* and s. 107(1)(n) of the *ATR*, Porter Airlines is required to establish a domestic tariff, governing the rights and obligations of passengers travelling on domestic itineraries vis-à-vis Porter Airlines in respect of an enumerated list of core areas, including limits of liability respecting passengers and goods, exclusions from liability respecting passengers and goods, and procedures to be followed, and time limitations, respecting claims.

Canada Transportation Act, s. 67(1)
Air Transportation Regulations, s. 107(1)(n)

13. On August 29, 2013, in *Lukács v. Porter Airlines*, Decision No. 344-C-A-2013, the Agency disallowed certain provisions of Porter Airlines' Domestic Tariff, and ordered Porter Airlines to amend its tariff to conform with the Agency's findings in said decision by September 30, 2013.

Lukács v. Porter Airlines, Decision No. 344-C-A-2013, paras. 120-122

14. In response to Decision No. 344-C-A-2013, Porter Airlines amended its tariff, effective October 10, 2013, by adding Domestic Tariff Rule 16.2, which mirrors Porter Airlines' International Tariff Rule 18.2, and provides that:

- Porter Airlines must reimburse passengers for reasonable expenses incurred as a result of baggage delay, up to CAD\$1,800, and subject to the usual conditions of the *Montreal Convention*.

Porter Airlines' Domestic Tariff (effective October 10, 2013), Document No. 6

15. Since October 10, 2013, Porter Airlines has not amended its Domestic Tariff Rule 16.2.

16. Pursuant to s. 67(3) of the *CTA*, Porter Airlines was required to apply the aforementioned terms and conditions with respect to compensation of passengers for baggage delay that occurred on or after October 10, 2013 on domestic itineraries.

Canada Transportation Act, s. 67(3)

(b) Porter Airlines' unlawful conduct

17. Between February 19, 2013 and August 4, 2015, Porter Airlines maintained on its website a page entitled "Baggage Information" containing the following false and/or misleading statements about the obligations of Porter Airlines to its passengers under its applicable tariffs:

Delayed

Porter successfully carries baggage to thousands of passengers each year. Sometimes, due to unforeseen circumstances, baggage may be delayed in transit. If this occurs, please be advised of the following:

⋮

- Most delayed luggage will be recovered and delivered to you within hours. If your luggage has not been returned to you after 24 hours, you will be issued an electronic voucher worth \$25.00 per day for up to 5 days. This voucher can be used on future flights with Porter Airlines by simply calling our Call Centre at 416-619-8622 or 1-888-619-8622 and stating your name.
- No additional sum shall be paid for expenses or incidentals incurred as a result of the delayed luggage.

⋮

[Emphasis added.]

Porter Airlines' "Baggage Information" page (retrieved on August 4, 2015), Document No. 7

18. Porter Airlines not only misled the travelling public about their rights for compensation for delayed baggage, but at all material times has maintained a general policy of not compensating passengers for expenses or incidentals incurred as a result of delayed baggage, as the transcripts of three telephone conversations with various Porter Airlines agents on August 5-6, 2015 reveal:

PORTER AGENT DARRYL: Okay. The way it works in regards to the delay is basically we do start – if the baggage has not been returned to you after a full 24 hours, you will be issued a voucher worth \$25 per 24-hour period for up to five days after the initial delay.

:

DR. LUKACS: I am just trying to understand, you know, in terms of – I mean I need to buy some clothes. Will you reimburse me for that?

PORTER AGENT DARRYL: Usually they would not, unfortunately. Basically, beyond the delayed voucher of \$25 per 24-hour period, they don't issue any kind of compensation.

[Emphasis added.]

Telephone conversation between Dr. Gábor Lukács and Porter Airlines agent Darryl on August 5, 2015 at 13:39 (ADT), Document No. 8: p. 3, lines 19-23 and p. 4, lines 10-16

DR. LUKACS: Hi. I am wondering about your policy with respect to delayed baggage. My baggage was delayed and I need to buy some clothes. How do I get reimbursed for those expenses?

:

PORTER AGENT DARRYL: [...] Our general policy is that we don't actually issue any kind of compensation for those kinds of costs incurred, unfortunately. If you did want to pursue it though just to see, although they would likely not issue anything either; if you would want to actually go to our customer relations department online, you would either want to fill out a feedback form or a complaint form and just follow up with an agent from that department, inquiring as to whether or not any kind of compensation would be issued.

[Emphasis added.]

Telephone conversation between Dr. Gábor Lukács and Porter Airlines agent Darryl on August 5, 2015 at 13:48 (ADT), Document No. 9: p. 2, lines 5-8 and p. 3, lines 1-10

DR. LUKACS: Well, I am talking about what happens if the suitcase is found, I don't know, let's say, next week. But what happens with her interim expenses, the expenses she incurs until the suitcase is found?

PORTER AGENT BRITNEY: Well, and that's what I put in the email, that in the meantime we compensate her a \$25 travel voucher for every 24 hours the bag is missing.

DR. LUKACS: But is that the only compensation you provide?

PORTER AGENT BRITNEY: That is correct.

:

DR. LUKACS: [...] So I just would like to confirm with you, is it Porter's policy that you compensate only for this \$25 voucher per day for delayed baggage? Is that correct?

PORTER AGENT BRITNEY: Per 24 hours, yes, that is correct.

DR. LUKACS: So are you sure that is Porter's current practice? Is that – for how long have you been with baggage, may I ask?

PORTER AGENT BRITNEY: Pardon me?

DR. LUKACS: For how long have you been dealing with –

PORTER AGENT BRITNEY: I have been with the company for almost two years now.

DR. LUKACS: And for in those two years, you are telling me that the policy of Porter has been just to compensate for this \$25 voucher per 24 hours of –

PORTER AGENT BRITNEY: It has been like that for seven years.

DR. LUKACS: For seven years?

DR. LUKACS: Are you sure that there is no other compensation for baggage delay?

PORTER AGENT BRITNEY: I am absolutely positive.

[Emphasis added.]

19. The email referred to by Porter Airlines agent Britney was sent on August 1, 2015 by Porter Airlines to Ms. Natalie Bambury, a passenger of Porter Airlines whose bag has been missing since July 22, 2015, and confirms Porter Airlines' practice of compensating only for total loss of bag (even then only after 25-30 days, and not 21 days as required by the tariff), and not for incidentals or expenses caused by the delay:

After 25-30 days if your bag has not been found, you can submit your list to Customer Relations to begin the process of being compensated. In the mean time, we will compensate you with a \$25.00 travel voucher for every 24 hours that your bag is missing, until it reaches the 25-30 day mark.

[Emphasis added.]

Email sent by Porter Airlines to Ms. Bambury on August 1, 2015, Document No. 11

20. It is the Applicant's understanding that there is only one Porter Airlines agent by the name of Britney at the Halifax Airport, and that her employee ID is 3370.

II. ISSUES

21. The following issues need to be determined:
- (a) whether Porter Airlines published false and/or misleading information on its website;
 - (b) whether Porter Airlines applied terms and conditions not set out in its tariffs and/or failed to apply the terms and conditions set out in its tariffs;
 - (c) estimate of the damages caused by Porter Airlines' unlawful conduct to the travelling public;
 - (d) the appropriate remedy; and
 - (e) costs.

III. SUBMISSIONS

(a) Did Porter Airlines publish false and/or misleading information?

22. Subsection 18(b) of the *ATR* provides that:

18. Every scheduled international licence and non-scheduled international licence is subject to the following conditions:

:

(b) the licensee shall not make publicly any statement that is false or misleading with respect to the licensee's air service or any service incidental thereto;

Air Transportation Regulations, s. 18(b)

23. In *Lukács v. United Air Lines*, Decision No. 335-C-A-2012, the Agency found certain statements on the airline's website to be misleading, contrary to s. 18(b) of the *ATR*, because "passengers may be given the wrong impression of United's liability for damage and/or delay of baggage, under the Convention."

Lukács v. United Air Lines, Decision No. 335-C-A-2012, paras. 11-12

24. In the present case, the statement on Porter Airlines' website is misleading in that it gives passenger the wrong impression that they are entitled to only a total of \$125 in travel vouchers, but to no other compensation for expenses or incidentals incurred as a result of baggage delay:

- No additional sum shall be paid for expenses or incidentals incurred as a result of the delayed luggage.

Porter Airlines' "Baggage Information" page (retrieved on August 4, 2015), Document No. 7

25. Porter Airlines' tariffs, which incorporate the monetary limits of Article 22(2) of the *Montreal Convention*, however, are clear that Porter Airlines is liable for up to 1,131 SDR on international itineraries, and CAD\$1,800 on domestic itineraries for baggage delay (unless the passenger makes an excess value declaration).

26. Therefore, the impugned web page contains false and/or misleading information about Porter Airlines' terms and conditions; furthermore, it contains terms and conditions that have been explicitly ruled to be unreasonable by the Agency.

Lukács v. Porter Airlines, Decision No. 16-C-A-2013, paras. 151-158

(b) Did Porter Airlines apply terms and conditions not set out in its tariff and/or fail to apply the terms and conditions set out in its tariff?

27. Porter Airlines' International, Transborder, and Domestic tariffs all require Porter Airlines to compensate passengers for expenses incurred in relation to delayed baggage up to 1,131 SDR (approximately \$2,050) or \$1,800.

Porter Airlines' International Tariff (effective March 7, 2014), Document No. 4
Porter Airlines' Transborder Tariff (effective October 19, 2014), Document No. 5
Porter Airlines' Domestic Tariff (effective October 10, 2013), Document No. 6

28. The statements of Porter Airlines agents Darryl and Britney confirm that up until August 6, 2015, in practice, Porter Airlines' policy had been to provide only up to \$125.00 in travel vouchers to passengers whose baggage was delayed, but no reimbursement for their incidentals or expenses, precisely as stated on Porter Airlines' misleading web page (Document No. 7).
29. Regardless of how many travel vouchers were handed out to passengers, such goodwill gestures do not constitute compensation in accordance with the tariff:

While a carrier may, at its sole discretion, issue travel credits in addition to any amount to which a passenger is entitled pursuant to the carrier's tariff, the Agency finds that any compensation paid in accordance with the tariff (i.e. domestic tariff liability and excess valuation) is to be paid in the form of cash, cheque, credit to a passenger's credit card, or any other form acceptable to the passenger.

Lukács v. WestJet, Decision No. LET-C-A-83-2011
Lukács v. WestJet, Decision No. 227-C-A-2013, para. 37
Brine v. Air Canada, Decision No. 55-C-A-2014, para. 39

30. The statement of Porter Airlines agent Britney is particularly damning for Porter Airlines in that she confirms that she had been with the company for almost two years, and that to her knowledge, the impugned practice of providing up to \$125.00 in travel vouchers and no other compensation has been Porter Airlines' policy for seven years.

Telephone conversation between Dr. Gábor Lukács and Porter Airlines agent Britney and Natalie Bambury on August 6, 2015 at 14:22 (ADT), Document No. 10: p. 6, lines 5-6

31. Therefore, in following the aforementioned impugned practice, Porter Airlines applied terms and conditions not set out in its tariff, and it systematically failed to apply International Tariff Rule 18.2, Transborder Tariff Rule 80(F), and Domestic Tariff Rule 16.2.

(c) Estimate of the damages caused by Porter Airlines to the travelling public

32. Porter Airlines has been misleading passengers to believe that they are not entitled to compensation for the expenses they have incurred in relation to baggage delay, and has been providing them only up to \$125 in travel vouchers (soft money, which is of dubious value), but no cash or equivalent.
33. Thus, Porter Airlines profited from its unlawful conduct and caused the travelling public losses, but it is not easy to estimate the actual amounts involved. While the number of delayed bags handled by an airline can be relatively easily established, it is far from obvious to estimate the average amount of valid claim per delayed baggage incident: even a 12-hour baggage delay may result in over \$800 of reasonable out-of-pocket expenses, depending on the circumstances.

Shetty v. Air Canada, Decision No. 353-C-A-2012

34. The Applicant proposes three estimates for the damages that Porter Airlines' unlawful conduct has caused to the travelling public in the period of one year:
- (a) *Maximum liability:* Under normal circumstances, Porter Airlines' liability for baggage delay is capped at \$1,800 (or 1,131 SDR). Since Porter Airlines has about 5000 incidents of baggage delay per year, its maximum liability is \$9,000,000 per year. In other words, very likely, Porter Airlines did not shortchange the travelling public by more than \$9,000,000 per year.
 - (b) *Midpoint liability:* The midpoint of Porter Airlines' liability per incident of baggage delay is $\$1,800/2 = \900 . Since Porter Airlines has about 5000 incidents of baggage delay per year, its midpoint liability is \$4,500,000 per year.
 - (c) *Conservative estimate:* If one makes the very conservative assumption that on average, passengers do not incur more than \$200 of out-of-pocket expenses per baggage delay, then Porter Airlines has shortchanged its passengers only by $\$200 \times 5000$ incidents = \$1,000,000 per year.
35. Regardless of the estimate used, the total amount involved is in the order of millions of dollars, even if Porter Airlines shortchanged individual passengers only by a few hundred dollars each, because of the high number of incidents.
36. Therefore, Porter Airlines has been unjustly enriched at the expense of the travelling public by a substantial amount.
37. Hence, it is submitted that Porter Airlines should be required to reimburse the travelling public for the amounts that it has gained by its unlawful actions.

(d) What the appropriate remedy is

38. It is submitted that Porter Airlines should not be allowed to profit from its unlawful conduct, and victims of its conduct should be made whole. Passengers who might have had a valid claim were dissuaded from pursuing it due to the combination of false and/or misleading information provided on Porter Airlines' website and Porter Airlines' refusal to compensate them for baggage delay. These passengers should be:

- (a) informed that they may have a valid claim; and
- (b) allowed to submit their claim now, even if they missed the 21-day deadline for making a claim as a result Porter Airlines' unlawful conduct.

39. Parliament has conferred upon the Agency broad powers to offer remedies in the case of failure of a carrier to apply the terms and conditions set out in its tariff:

67.1 If, on complaint in writing to the Agency by any person, the Agency finds that, contrary to subsection 67(3), the holder of a domestic licence has applied a fare, rate, charge or term or condition of carriage applicable to the domestic service it offers that is not set out in its tariffs, the Agency may order the licensee to

(a) apply a fare, rate, charge or term or condition of carriage that is set out in its tariffs;

(b) compensate any person adversely affected for any expenses they incurred as a result of the licensee's failure to apply a fare, rate, charge or term or condition of carriage that was set out in its tariffs; and (a) apply a fare, rate, charge or term or condition of carriage that is set out in its tariffs;

(c) take any other appropriate corrective measures.

Canada Transportation Act, s. 67.1

113.1 If an air carrier that offers an international service fails to apply the fares, rates, charges or terms and conditions of carriage set out in the tariff that applies to that service, the Agency may direct it to

(a) take the corrective measures that the Agency considers appropriate;

(b) pay compensation for any expense incurred by a person adversely affected by its failure to apply the fares, rates, charges or terms and conditions set out in the tariff.

Air Transportation Regulations, s. 113.1

40. The power to direct a carrier to take corrective measures was conferred to allow the Agency to provide systemic remedies for unlawful conduct of a carrier that affects a large number of victims, as in the present case.
41. Therefore, it is submitted that in the circumstances of the present case, the Agency should direct Porter Airlines to take the following corrective measures:
 - (a) publish on its website and in the mainstream media an invitation for passengers whose baggage was delayed since February 19, 2013 to submit their claims for compensation in accordance with Porter Airlines' applicable tariffs;
 - (b) process, in accordance with Porter Airlines' applicable tariffs, the aforementioned claims even if they are belated, provided that a claim is submitted within six (6) months of the making of the order; and
 - (c) compensate passengers for expenses incurred in relation to delayed baggage in accordance with Porter Airlines' applicable tariffs.

(e) Costs

42. The Applicant paid for the transcription of the telephone conversations with Porter Airlines' agents, and thus he has incurred out-of-pocket expenses in relation to the present proceeding.
43. Section 25.1 of the *CTA* allows the Agency to award costs in the same manner as the Federal Court.

Canada Transportation Act, s. 25.1

44. The Applicant is asking the Agency to direct Porter Airlines to reimburse the Applicant for his out-of-pocket expenses incurred in relation to the present proceeding.

IV. RELIEF SOUGHT

45. The Applicant prays the Agency that:

- (a) the Agency make an explicit finding that Porter Airlines published false/and or misleading information on its website, contrary to s. 18(b) of the *ATR*;
- (b) the Agency make an explicit finding that Porter Airlines applied terms and conditions not set out in its tariffs and/or failed to apply the terms and conditions set out in its tariffs;
- (c) the Agency order Porter Airlines to publish on its website and in the mainstream media an invitation for passengers whose baggage was delayed since February 19, 2013 to submit their claims for compensation in accordance with Porter Airlines' tariffs;
- (d) the Agency order Porter Airlines to process, in accordance with Porter Airlines' tariffs, belated claims of passengers whose baggage was delayed since February 19, 2013, provided that the claim is submitted within six (6) months of the making of the order;
- (e) the Agency order Porter Airlines to compensate passengers for expenses incurred in relation to delayed baggage in accordance with Porter Airlines' applicable tariffs; and
- (f) the Agency order Porter Airlines to reimburse the Applicant for the out-of-pocket expenses he incurs in relation to the present proceeding.

All of which is most respectfully submitted.

Dr. Gábor Lukács
Applicant

Cc: Mr. Robert Deluce, president and CEO of Porter Airlines
Mr. Greg Juliano, counsel for Porter Airlines

V. AUTHORITIES

(a) Legislation

1. *Air Transportation Regulations*, S.O.R./88-58.
2. *Canada Transportation Act*, S.C. 1996, c. 10.
3. *Canadian Transportation Agency Rules (Dispute Proceedings and Certain Rules Applicable to All Proceedings)*, S.O.R./2014-104.
4. *Carriage by Air Act*, R.S.C. 1985, c. C-26.

(b) Case law

1. *Brine v. Air Canada*, Canadian Transportation Agency, Decision No. 55-C-A-2014
2. *Lukács v. Porter Airlines*, Canadian Transportation Agency, Decision No. 16-C-A-2013.
3. *Lukács v. Porter Airlines*, Canadian Transportation Agency, Decision No. 344-C-A-2013.
4. *Lukács v. United Air Lines*, Canadian Transportation Agency, Decision No. 335-C-A-2012.
5. *Lukács v. WestJet*, Canadian Transportation Agency, Decision No. LET-C-A-83-2011.
6. *Lukács v. WestJet*, Canadian Transportation Agency, Decision No. 227-C-A-2013.
7. *Shetty v. Air Canada*, Canadian Transportation Agency, Decision No. 353-C-A-2012.

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News Releases

Porter Airlines passes 10 million passengers

TORONTO/November 12, 2013 – Porter Airlines confirmed that it carried passenger number 10 million in its history on Friday, November 8.

"This is a nice milestone for us to recognize after just having celebrated seven years of service in October," said Robert Deluce, president and CEO of Porter Airlines. "New passengers are trying Porter every day and our entire team is grateful for each of the 10 million trips people have chosen to fly with us."

In 2007, Porter's first full calendar year of business, 300,000 people travelled with the airline. A record of 2.5 million passengers flew in 2012.

"Our growth shows that travellers are extremely satisfied with the distinct service they experience with Porter," added Deluce.

Porter now operates a fleet of 26 Bombardier Q400 aircraft and serves 19 regional destinations in Eastern Canada and the United States. A proposal to grow service across North America starting in 2016 is currently being reviewed. More details are available at www.porterplans.com.

About Porter Airlines

Porter Airlines has revolutionized short-haul flying with a warm and effortless approach to hospitality, restoring glamour and refinement to air travel. Porter is an Official 4 Star Airline® in the World Airline Star Rating® by Skytrax, and rated Best Small Airline in the world by Condé Nast Traveler's Readers Choice Awards.

The airline currently offers flights to Toronto, Ottawa, Montreal, Quebec City, Moncton, Halifax, St. John's, Thunder Bay, Sault Ste. Marie, Sudbury, Timmins, Windsor, New York (Newark), Chicago (Midway), Boston, Washington (Dulles) and has seasonal flights to Mt. Tremblant, Que., Myrtle Beach, S.C., and Burlington, Vt. Vacation packages are available from Porter Escapes at www.porterescapes.com.

Visit www.flyporter.com or call (888) 619-8622 for more information.

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SUMMARY OF QUARTERLY RESULTS

(\$ in thousands, except per share data)	Three months ended			
	Dec. 31 2013	Sept. 30 2013	Jun. 30 2013	Mar. 31 2013
Total revenue	926,417	924,844	843,694	967,242
Net earnings	67,807	65,107	44,735	91,073
Basic earnings per share	0.52	0.50	0.34	0.69
Diluted earnings per share	0.52	0.50	0.34	0.68

(\$ in thousands, except per share data)	Three months ended			
	Dec. 31 2012	Sept. 30 2012	Jun. 30 2012	Mar. 31 2012
Total revenue	860,640	866,537	809,282	890,950
Net earnings	60,944	70,648	42,479	68,321
Basic earnings per share	0.46	0.53	0.31	0.50
Diluted earnings per share	0.46	0.52	0.31	0.49

Our business is seasonal in nature with varying levels of activity throughout the year. We experience increased domestic travel in the summer months (second and third quarters) and more demand for sun destinations over the winter period (fourth and first quarters). With our transborder and international destinations, we have been able to partially alleviate the effects of seasonality on our net earnings.

GUEST EXPERIENCE

At WestJet, we are focused on meeting the needs of our guests while maintaining the highest safety standards. We are committed to delivering a positive guest experience at every stage of our service, from the time the flight is booked to its completion.

Key performance indicators

On-time performance and completion rates are calculated based on the U.S. Department of Transportation's standards of measurement for the North American airline industry. On-time performance, indicating the percentage of flights that arrive within 15 minutes of their scheduled time, is a key factor in measuring our guest experience. The completion rate indicator represents the percentage of flights completed from flights originally scheduled. Our bag ratio represents the number of delayed or lost baggage claims made per 1,000 guests.

	Three months ended December 31			Twelve months ended December 31		
	2013	2012	Change	2013	2012	Change
On-time performance	69.3%	64.0%	5.3 pts	73.9%	75.4%	(1.5 pts)
Completion rate	98.6%	98.5%	0.1 pts	98.6%	98.9%	(0.3 pts)
Bag ratio	3.62	2.94	23.1%	3.25	2.68	21.3%

During the fourth quarter of 2013, our on-time performance increased by 5.3 percentage points. While faced with challenging winter weather conditions at our key domestic airports in the fourth quarter of 2013, there were fewer significant weather impacts than the fourth quarter of 2012, which was impacted by Hurricane Sandy in addition to similar winter weather issues.

On an annual basis our on-time performance decreased slightly by 1.5 percentage points compared to the prior year due to an increase in weather-related events and operational factors outside of our control, including winter storms, flooding at Toronto Pearson International Airport, a power failure at Calgary International Airport and a de-icing facility failure at Toronto Pearson International Airport.

For the three and twelve months ended December 31, 2013, our bag ratio increased by 23.1 per cent and 21.3 per cent, respectively, on a year-over-year basis. These increases are the result of the significant weather related events and operational factors noted above and in particular due to the severe winter events at Calgary International Airport and Toronto Pearson International Airport in the fourth quarter of 2013. We continue to place our internal focus and efforts on safely performing on time and ensuring our guests are connected with their bags as soon as possible upon arrival at their destination.

PORTER AIRLINES INC.

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Original Page 36A

- iii. The Carrier may refuse or decline any claim, in whole or in part, if:
 - A. the passenger has failed or declined to provide proof or particulars establishing, to the reasonable satisfaction of the Carrier, that the expenses claimed were incurred by the passenger and resulted from a delay for which compensation is available under this Rule 18; or
 - B. the expenses for which reimbursement is claimed, or any portion thereof, are not reasonable or did not result from the delay, as determined by the Carrier, acting reasonably.

In any case, the Carrier may, in its sole discretion, issue meal, hotel and/or ground transportation vouchers to passengers affected by a delay.

18.2 Baggage Delays

- (a) The carrier cannot guarantee that the passenger's baggage will be carried on the flight if sufficient space is not available as determined by the Carrier.
- (b) Notwithstanding the foregoing, passengers whose baggage does not arrive on the same flight as the passenger will be entitled to reimbursement from the Carrier for reasonable expenses incurred as a result of the baggage delay, subject to the following conditions:
 - i. The Carrier shall not be liable for any damages, costs, losses or expenses occasioned by delays in the delivery of baggage if the Carrier, 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;

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

ISSUE DATE
February 18, 2013

Per Decision No. 16-C-A-2013
Per SP No. 76012

EFFECTIVE DATE
February 19, 2013

PORTER AIRLINES INC.

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Original Page 36B

- ii. The passenger must have complied with the check-in requirements set out in Rule 21 of this tariff;
 - iii. In order to assist the Carrier in commencing the tracing of the baggage in question, the passenger is encouraged to report the delayed baggage to the Carrier as soon as reasonably practicable following the completion of the flight;
 - iv. The passenger must provide the Carrier with (a) written notice of any claim for reimbursement within 21 days of the date on which the baggage was placed at the passenger's disposal, or in the case of loss within 21 days of the date on which the baggage should have been placed at the passenger's disposal; (b) particulars of the expenses for which reimbursement is sought; and (c) receipts or other documents establishing to the reasonable satisfaction of the Carrier that the expenses were incurred;
 - v. The liability of the Carrier in the case of lost or delayed baggage shall not exceed 1,131 Special Drawing Rights (the "basic carrier liability" which is the approximate Canadian dollar equivalent of CAD\$1,800) for each passenger, unless the passenger has declared a higher value and paid the supplementary sum in accordance with Rule 11(c) of this tariff, in which case the Carrier's liability will be limited to the lesser of the value of the delayed baggage or the declared value, up to a maximum of CAD\$3,000.
- (c) After a 21 day delay, the Carrier will provide a settlement in accordance with the following rules:
- i. if no value is declared per Rule 11(c), the settlement will be for the value of the delayed baggage or 1131 SDR (the "basic carrier liability" which is the approximate Canadian dollar equivalent of CAD\$1,800), whichever is the lesser, and

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

ISSUE DATE
February 18, 2013

Per Decision No. 16-C-A-2013
Per SP No. 76012

EFFECTIVE DATE
February 19, 2013

PORTER AIRLINES INC.

CTA (A) No. 1
Original Page 36C

- ii. if value is declared per Rule 11(c), the settlement will be for the value of the delayed baggage or the declared sum (per Rule 11(c)) up to a maximum of \$3,000, whichever is the lesser.
 - iii. In connection with any settlement under this subsection (c), the passenger shall be required to furnish proof of the value of the delayed baggage which establishes such value to the satisfaction of the Carrier, acting reasonably.
- (d) The Carrier may refuse or decline any claim relating to delayed baggage, in whole or in part, if:
- i. the conditions set out in subsection 18.2(b) above have not been met;
 - ii. the passenger has failed or declined to provide proof or particulars establishing, to the reasonable satisfaction of the Carrier, that the expenses claimed were incurred by the passenger and resulted from a delay for which compensation is available under this Rule 18; or
 - iii. the expenses for which reimbursement is claimed, or any portion thereof, are not reasonable or did not result from the delay, as determined by the Carrier, acting reasonably.

RULE 19. REFUNDS

(a) **Voluntary 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 particular fare.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

ISSUE DATE
February 18, 2013

Per Decision No. 16-C-A-2013
Per SP No. 76012

EFFECTIVE DATE
February 19, 2013

PORTER AIRLINES INC.

CTA (A) No. 1
1st Revised Page 36A Cancels
Original Page 36A

- iii. The Carrier may refuse or decline any claim, in whole or in part, if:
 - A. the passenger has failed or declined to provide proof or particulars establishing, to the reasonable satisfaction of the Carrier, that the expenses claimed were incurred by the passenger and resulted from a delay or Flight Advancement for which compensation is available under this Rule 18; or
 - B. the expenses for which reimbursement is claimed, or any portion thereof, are not reasonable or did not result from the delay or Flight Advancement, as determined by the Carrier, acting reasonably.

In any case, the Carrier may, in its sole discretion, issue meal, hotel and/or ground transportation vouchers to passengers affected by a delay or a Flight Advancement.

18.2 Baggage Delays

- (a) The carrier cannot guarantee that the passenger's baggage will be carried on the flight if sufficient space is not available as determined by the Carrier.
- (b) Notwithstanding the foregoing, passengers whose baggage does not arrive on the same flight as the passenger will be entitled to reimbursement from the Carrier for reasonable expenses incurred as a result of the baggage delay, subject to the following conditions:
 - i. The Carrier shall not be liable for any damages, costs, losses or expenses occasioned by delays in the delivery of baggage if the Carrier, 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;
 - ii. The passenger must have complied with the check-in requirements set out in Rule 21 of this tariff;

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

ISSUE DATE

March 6, 2014

EFFECTIVE DATE

March 7, 2014
Per SP No. 99014

PORTER AIRLINES INC.

CTA (A) No. 1
1st Revised Page 36B Cancels
Original Page 36B

- iii. In order to assist the Carrier in commencing the tracing of the baggage in question, the passenger is encouraged to report the delayed baggage to the Carrier as soon as reasonably practicable following the completion of the flight;
 - iv. The passenger must provide the Carrier with (a) written notice of any claim for reimbursement within 21 days of the date on which the baggage was placed at the passenger's disposal, or in the case of loss within 21 days of the date on which the baggage should have been placed at the passenger's disposal; (b) particulars of the expenses for which reimbursement is sought; and (c) receipts or other documents establishing to the reasonable satisfaction of the Carrier that the expenses were incurred;
 - v. The liability of the Carrier in the case of lost or delayed baggage shall not exceed 1,131 Special Drawing Rights (the "basic carrier liability" which is the approximate Canadian dollar equivalent of CAD\$1,800) for each passenger, unless the passenger has declared a higher value and paid the supplementary sum in accordance with Rule 11(c) of this tariff, in which case the Carrier's liability will be limited to the lesser of the value of the delayed baggage or the declared value, up to a maximum of CAD\$3,000.
- (c) After a 21 day delay, the Carrier will provide a settlement in accordance with the following rules:
- i. if no value is declared per Rule 11(c), the settlement will be for the value of the delayed baggage or 1131 SDR (the "basic carrier liability" which is the approximate Canadian dollar equivalent of CAD\$1,800), whichever is the lesser, and
 - ii. if value is declared per Rule 11(c), the settlement will be for the value of the delayed baggage or the declared sum (per Rule 11(c)) up to a maximum of \$3,000, whichever is the lesser.
 - iii. In connection with any settlement under this subsection (c), the passenger shall be required to furnish proof of the value of the delayed baggage which establishes such value to the satisfaction of the Carrier, acting reasonably.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

ISSUE DATE

March 6, 2014

EFFECTIVE DATE

March 7, 2014
Per SP No. 99014

PORTER AIRLINES INC.

CTA (A) No. 1
1st Revised Page 36C Cancels
Original Page 36C

- (d) The Carrier may refuse or decline any claim relating to delayed baggage, in whole or in part, if:
- i. the conditions set out in subsection 18.2(b) above have not been met;
 - ii. the passenger has failed or declined to provide proof or particulars establishing, to the reasonable satisfaction of the Carrier, that the expenses claimed were incurred by the passenger and resulted from a delay for which compensation is available under this Rule 18; or
 - iii. the expenses for which reimbursement is claimed, or any portion thereof, are not reasonable or did not result from the delay, as determined by the Carrier, acting reasonably.

RULE 19. REFUNDS

(a) **Voluntary 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 particular fare.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

ISSUE DATE

March 6, 2014

EFFECTIVE DATE

March 7, 2014
Per SP No. 99014

NTA(A) No. 241 C.A.B. No. 427

Airline Tariff Publishing Company, Agent

CANADIAN GENERAL RULES TARIFF NO. CGR-1

Original Page PD-20

**PORTER AIRLINES
SECTION I - GENERAL RULES**

CRULE 80PD [N]RESPONSIBILITY FOR SCHEDULES AND OPERATIONS

- (A) The carrier will endeavor to transport the passenger and baggage with reasonable dispatch, but times shown in timetables or elsewhere are not guaranteed.
- (B) The agreed stopping places are those places shown in the carrier's timetable as scheduled stopping places on the route. The Carrier may substitute alternative carriers or aircraft and, if necessary, may alter or omit stopping places shown in the timetable. The carrier will make reasonable efforts to inform passengers of any of the above changes, and to the extent possible, the reason for them.
- (C) Passengers have a right to information on flights times and schedule changes. In the event of a delay or schedule change, the carrier will make reasonable efforts to inform the passengers of delays and schedule changes, and, to the extent possible, the reasons for them, including that the Carrier will undertake to inform passengers of advancements of scheduled flight departures.
- (D) If a delay occurs after passengers have boarded the aircraft, the Carrier will offer drinks and snacks if it is safe, practical and timely to do so. If the delay exceeds 90 minutes and circumstances permit, the Carrier will offer passengers the option of disembarking from the aircraft until it is time to depart.
- (E) Passenger Expenses Resulting from Delays and Flights Advancements
For the purposes of (E), "Flight Advancement" shall mean an advancement of the scheduled flight departure by more than the minimum period for the passenger to check in pursuant to Rule 95 of this Tariff.

Passengers will be entitled to reimbursement from the Carrier for reasonable expenses incurred as a result of a delay or a Flight Advancement, subject to the following conditions:

- (1) The Carrier shall not be liable for any damages, costs, losses or expenses occasioned by delays or Flight Advancements if 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;
 - (2) Any passenger seeking reimbursement for expenses resulting from delays or Flight Advancement must provide the Carrier with (A) written notice of his or her claim, (B) particulars of the expenses for which reimbursement is sought and (C) receipts or other documents establishing to the reasonable satisfaction of the Carrier that the expenses were incurred; and
 - (3) The Carrier may refuse or decline any claim, in whole or in part, if:
 - (a) the passenger has failed or declined to provide proof or particulars establishing, to the reasonable satisfaction of the Carrier, that the expenses claimed were incurred by the passenger and resulted from a delay or Flight Advancement for which compensation is available under Rule 80, or
 - (b) The expenses for which reimbursement is claimed, or any portion thereof, are not reasonable or did not result from the delay or Flight Advancement, as determined by the Carrier, acting reasonably.
 - (4) In any case, the Carrier may, in its sole discretion, issue meal, hotel and/or ground transportation vouchers to passengers affected by a delay or a Flight Advancement.
- (F) Baggage Delays
- (1) The carrier cannot guarantee that the passenger's baggage will be carried on the flight if sufficient space is not available as determined by the Carrier.
 - (2) Notwithstanding the foregoing, passengers whose baggage does not arrive on the same flight as the passenger will be entitled to reimbursement from the Carrier for reasonable expenses incurred as a result of the baggage delay, subject to the following conditions:
 - (a) The Carrier shall not be liable for any damages, costs, losses or expenses occasioned by delays in the delivery of baggage if the Carrier, 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;
 - (b) the passenger must have complied with the check-in requirements set out in Rule 95 of this tariff;
 - (c) In order to assist the Carrier in commencing the tracing of the baggage in question, the passenger is encouraged to report the delayed baggage to the Carrier as soon as reasonably practicable following the completion of the flight;
 - (d) The passenger must provide the Carrier with (a) written notice of any claim for reimbursement within 21 days of the date on which the baggage was placed at the passenger's disposal, or in the case of loss within 21 days of the date on which the baggage should have been placed at the passenger's disposal; (b) particulars of the expenses for which reimbursement is sought; and (c) receipts or other documents establishing to the reasonable satisfaction of the Carrier that the expenses were incurred;

(Continued on next page)

For unexplained abbreviations, reference marks and symbols see Pages 7 through 8.

ISSUED: September 4, 2014

EFFECTIVE: October 19, 2014

NTA(A) No. 241 C.A.B. No. 427

Airline Tariff Publishing Company, Agent

Original Page PD-21

CANADIAN GENERAL RULES TARIFF NO. CGR-1

PORTER AIRLINES
SECTION I - GENERAL RULES

CRULE 80PD [N]RESPONSIBILITY FOR SCHEDULES AND OPERATIONS (Continued)

(F) Baggage Delays (Continued)

(2) (Continued)

- (e) The liability of the Carrier in the case of lost or delayed baggage shall not exceed 1,131 Special Drawing Rights (the "basic carrier liability" which is the approximate Canadian dollar equivalent of CAD \$1,800) for each passenger, unless the passenger has declared a higher value and paid the supplementary sum in accordance with rule 40 (C) of this tariff, in which case the Carrier's liability will be limited to the lesser of the value of the delayed baggage or the declared value, up to a maximum of CAD \$3,000.
- (3) After a 21 day delay, the Carrier will provide a settlement in accordance with the following rules:
 - (a) If no value is declared per Rule 40 (C), the settlement will be in for the value of the delayed baggage or 1131 SDR (the "basic carrier liability" which is the approximate Canadian dollar equivalent of CAD \$1,800), whichever is the lesser, and
 - (b) If the value declared per Rule 40 (C), the settlement will be for the value of the delayed baggage or the declared sum (per Rule 40 (C)) up to a maximum of \$3,000, whichever is the lesser.
 - (c) In connection with any settlement under this Rule 80(3)(c), the passenger shall be required to furnish proof of the value of the delayed baggage which establishes such value to the satisfaction of the Carrier, acting reasonably.
- (4) The Carrier may refuse or decline any claim relating to delayed baggage, in whole or in part, if:
 - (a) the conditions set out in Rule 80(F)(2) above have not been met;
 - (b) The passenger has failed or declined to provide proof or particulars establishing, to the reasonable satisfaction of the Carrier, that the expenses claimed were incurred by the passenger and resulted from a delay for which compensation is available under rule 80; or
 - (c) the expenses for which reimbursement is claimed, or any portion thereof, are not reasonable or did not result from the delay, as determined by the Carrier, acting reasonably.

CRULE 85PD [N]REFUNDS

(A) Voluntary 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 particular fare.

(B) Involuntary Cancellations

Refer to Rule 65 Carrier cancellation, Change and refund Terms for applicable terms and conditions.

For unexplained abbreviations, reference marks and symbols see Pages 7 through 8.

ISSUED: September 4, 2014

EFFECTIVE: October 19, 2014

PORTER AIRLINES INC.
DOMESTIC TARIFF

CTA (A) No. 1
4th Revised Page 31 Cancels
Cancels 3rd Revised Page 31

- iii. Carrier that the expenses were incurred; and
- (b) The Carrier may refuse or decline any claim, in whole or in part, if:
- i. the passenger has failed or declined to provide proof or particulars establishing, to the reasonable satisfaction of the Carrier, that the expenses claimed were incurred by the passenger and resulted from a delay for which compensation is available under this Rule 16; or
 - ii. the expenses for which reimbursement is claimed, or any portion thereof, are not reasonable or did not result from the delay, as determined by the Carrier, acting reasonably.

In any case, the Carrier may, in its sole discretion, issue meal, hotel and/or ground transportation vouchers to passengers affected by a delay.

16.2 Baggage Delays

- (a) The carrier cannot guarantee that the passenger's baggage will be carried on the flight if sufficient space is not available as determined by the Carrier.
- (b) Notwithstanding the foregoing, passengers whose baggage does not arrive on the same flight as the passenger will be entitled to reimbursement from the Carrier for reasonable expenses incurred as a result of the baggage delay, subject to the following conditions:
 - i. The Carrier shall not be liable for any damages, costs, losses or expenses occasioned by delays in the delivery of baggage if the Carrier, 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;
 - ii. The passenger must have complied with the check-in requirements set out in

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE
October 10, 2013

EFFECTIVE DATE
October 10, 2013

PORTER AIRLINES INC.
DOMESTIC TARIFF

CTA (A) No. 1
2nd Revised Page 32 Cancels
Cancels 2nd Revised Page 32

Rule 20 of this tariff;

- iii. In order to assist the Carrier in commencing tracing of the baggage in question, the passenger is encouraged to report the delayed baggage to the Carrier as soon as reasonably practicable following completion of the flight;
 - iv. The passenger must provide the Carrier with (a) written notice of any claim for reimbursement within 21 days of the date on which the baggage was placed at the passenger's disposal, or in the case of loss within 21 days of the date on which the baggage should have been placed at the passenger's disposal; (b) particulars of the expenses for which reimbursement is sought; and (c) receipts or other documents establishing to the reasonable satisfaction of the Carrier that the expenses were incurred;
 - v. The liability of the Carrier in the case of lost or delayed baggage shall not exceed CAD\$1,800 for each passenger, unless the passenger has declared a higher value and paid the supplementary sum in accordance with Rule 9(a) of this tariff, in which case the Carrier's liability will be limited to the lesser of the value of the delayed baggage or the declared value, up to a maximum of CAD\$3,000.
- (c) After a 21 day delay, the Carrier will provide a settlement in accordance with the following rules:
- i. if no value is declared per Rule 9(a), the settlement will be for the value of the delayed baggage or CAD\$1,800, whichever is the lesser, and
 - ii. if value is declared per Rule 9(a), the settlement will be for the value of the delayed baggage or the declared sum (per Rule 9(a)) up to a maximum of \$3,000, whichever is the lesser.
 - iii. In connection with any settlement under this subsection (c), the passenger shall be required to furnish proof of the value of the delayed baggage which establishes such value to the satisfaction of the Carrier, acting reasonably.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE
October 10, 2013

EFFECTIVE DATE
October 10, 2013

PORTER AIRLINES INC.
DOMESTIC TARIFF

CTA (A) No. 1
1st Revised Page 33 Cancels
Original Page 33

- (d) The Carrier may refuse or decline any claim relating to delayed baggage, in whole or in part, if:
- i. the conditions set out in subsection 16.2(b) above have not been met;
 - ii. the passenger has failed or declined to provide proof or particulars establishing, to the reasonable satisfaction of the Carrier, that the expenses claimed were incurred by the passenger and resulted from a delay for which compensation is available under this Rule 16; or
 - iii. the expenses for which reimbursement is claimed, or any portion thereof, are not reasonable or did not result from the delay, as determined by the Carrier, acting reasonably.

RULE 17. REFUNDS

- (a) **Voluntary 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 particular fare.
- (b) **Involuntary Cancellations After Flight Commencement** – In the event a refund is required because of the carrier's failure to complete the operation of any flight after its commencement and the ticket is partially unused as a result of an enroute cancellation, termination or diversion, that part of the total fare paid for each unused segment will be refunded. If the ticket is totally or partially unused as a result of a refusal to transport, the total fare or that part of the total fare paid for each unused segment will be refunded.
- (c) **Involuntary Cancellations Prior to Flight Commencement** – In the event a flight is cancelled prior to its commencement, the Carrier will provide affected passengers with the remedy or remedies described in Rule 14(i) to this Tariff.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

October 10, 2013

EFFECTIVE DATE

October 10, 2013

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Security Screening

Car Rentals

Travel Insurance

FAQ

Browser & Device Requirements

Baggage Information

Please note that additional baggage restrictions may be imposed at the airport without prior notice.

Delayed

Porter successfully carries baggage to thousands of passengers each year. Sometimes, due to unforeseen circumstances, baggage may be delayed in transit. If this occurs, please be advised of the following:

- Delayed luggage must be reported to Porter in writing within 4 hours of the passenger's arrival at the destination airport.
- Porter will not be liable for any claim or action unless a written report is filed in accordance with the terms set out in the tariff.
- If a claim is made at the airport, our agents will complete a Baggage Irregularity Report. You will be asked for contact information, a description of the bag and its' contents in order to assist us in our search for the bag.
- Most delayed luggage will be recovered and delivered to you within hours. If your luggage has not been returned to you after 24 hours, you will be issued an electronic voucher worth \$25.00 per day for up to 5 days. This voucher can be used on future flights with Porter Airlines by simply calling our Call Centre at 416-619-8622 or 1-888-619-8622 and stating your name.
- No additional sum shall be paid for expenses or incidentals incurred as a result of the delayed luggage.
- If the bag has not been located after 5 days, the bag file will be turned over to the Central Baggage Department in YTZ.
- If the bag has not been located after 30 days, a list of contents along with receipts will be forwarded to our head office. The list will be evaluated for settlement (see [Liability](#) limitations).

Tracking your baggage claim

To find out the status of your baggage claim, you can track your [claim status online](#) with the baggage claim number that was issued to you.

Email / VIPorter # / Username

Password
 [Forgot Password?](#)

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Tel: 613-238-8501

Fax: 613-238-1045

Toll Free 1-800-267-3926

Examination No. 15-0766.1

TELEPHONE CONVERSATION BETWEEN DR. GABOR LUKACS and PORTER
AIRLINES AGENT DARRYL ON AUGUST 5, 2015 AT 13:39 (ATLANTIC
TIME).

Date Transcript Ordered: August 7, 2015
Date Transcript Completed: August 10, 2015

The telephone conversation was transcribed by Gillespie Reporting
Services at Ottawa, Ontario, having been duly appointed for the
purpose.

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1 **--TELEPHONE CONVERSATION BETWEEN DR. GABOR LUKACS AND**
2 **PORTER AIRLINES AGENT DARRYL ON AUGUST 5, 2015 AT 13:39:**
3 PORTER AGENT DARRYL: Hello, welcome aboard Porter
4 Airlines. My name is Darryl. How may I help you?
5 DR. LUKACS: Hi. I am calling concerning a
6 delayed baggage. I am wondering what is happening with --
7 what can I do in this situation?
8 PORTER AGENT DARRYL: So you have some baggage
9 that has been delayed?
10 DR. LUKACS: Yeah.
11 PORTER AGENT DARRYL: Okay. Have you been -- your
12 best option would be to follow up with our baggage
13 department. Have you been corresponding with them?
14 DR. LUKACS: No, unfortunately not. I have been
15 trying to get through to them but I am just getting a
16 voicemail there.
17 PORTER AGENT DARRYL: Okay. The other option --
18 we always recommend doing both the telephone and the
19 email. Do you have a pen and paper with you?
20 DR. LUKACS: Absolutely.
21 PORTER AGENT DARRYL: Okay. Just let me know when
22 you are ready.
23 DR. LUKACS: Yes, I am ready.
24 PORTER AGENT DARRYL: So that is
25 YTZ.baggage@flyporter.com.

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1 DR. LUKACS: Flyporter.com, okay.
2 PORTER AGENT DARRYL: And if you send an email as
3 well, they monitor that email and you would want to just
4 kind of touch base with them to follow up on the status of
5 the delayed baggage.
6 DR. LUKACS: Well, what I would like to do first
7 is -- you know, should I just go out and buy some stuff or
8 what will the airline reimburse me for?
9 PORTER AGENT DARRYL: Well first, do you have a
10 confirmation number I could take a look at?
11 DR. LUKACS: I am not sure if I have it right with
12 me. It is a very long day for me actually. I am just
13 trying to understand in general how this works. I mean I
14 am going to find my file number later. I am sure it is
15 somewhere in my bag.
16 PORTER AGENT DARRYL: Now when did you land?
17 Like, how recent is this?
18 DR. LUKACS: It happened yesterday.
19 PORTER AGENT DARRYL: Okay. The way it works in
20 regards to the delay is basically we do start -- if the
21 baggage has not been returned to you after a full 24
22 hours, you will be issued a voucher worth \$25 per 24-hour
23 period for up to five days after the initial delay.
24 DR. LUKACS: Hm-humm.
25 PORTER AGENT DARRYL: But usually -- usually most

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1 delays, they are rectified within a few hours. So to
2 clarify, I know I asked you this at the beginning of the
3 call, so you haven't touched base with anyone from baggage
4 just yet?

5 DR. LUKACS: Well, I completed a --

6 PORTER AGENT DARRYL: Well, besides the
7 voicemails, right.

8 DR. LUKACS: Yeah, yeah.

9 PORTER AGENT DARRYL: Okay.

10 DR. LUKACS: I am just trying to understand, you
11 know, in terms of -- I mean I need to buy some clothes.
12 Will you reimburse me for that?

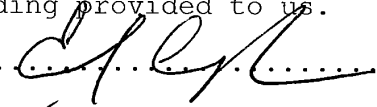
13 PORTER AGENT DARRYL: Usually they would not,
14 unfortunately. Basically, beyond the delayed voucher of
15 \$25 per 24-hour period, they don't issue any kind of
16 compensation.

17 DR. LUKACS: All right. Thank you very much, sir.

18 PORTER AGENT DARRYL: All right. Well, thank you
19 for phoning Porter. Take care.

20 DR. LUKACS: Bye.

21 WE HEREBY CERTIFY THAT the foregoing was
22 transcribed to the best of our skill and ability
23 from a recording provided to us.

24
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Examination No. 15-0766.2

TELEPHONE CONVERSATION BETWEEN DR. GABOR LUKACS and PORTER
AIRLINES AGENT DARRYL ON AUGUST 5, 2015 AT 13:48 (ATLANTIC
TIME) .

Date Transcript Ordered: August 7, 2015

Date Transcript Completed: August 10, 2015

The telephone conversation was transcribed by Gillespie Reporting
Services at Ottawa, Ontario, having been duly appointed for the
purpose.

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1 **--TELEPHONE CONVERSATION BETWEEN DR. GABOR LUKACS AND**
2 **PORTER AIRLINES AGENT DARRYL ON AUGUST 5, 2015 AT 13:48:**

3 PORTER AGENT DARRYL: Hi there. Welcome aboard
4 Porter Airlines. My name is Darryl. How may I help you?

5 DR. LUKACS: Hi. I am wondering about your policy
6 with respect to delayed baggage. My baggage was delayed
7 and I need to buy some clothes. How do I get reimbursed
8 for those expenses?

9 PORTER AGENT DARRYL: Okay, sure. To clarify:
10 were you and I speaking a few moments ago? I mean, it is
11 just a very similar call.

12 DR. LUKACS: I don't believe so.

13 PORTER AGENT DARRYL: Okay. Okay, regardless.
14 Sorry, it is just very similar. Okay. So in regards to
15 delayed baggage, basically -- have you corresponded with
16 our baggage department just yet, or no?

17 DR. LUKACS: I just -- we are talking about
18 something that happened sometime in June -- July 22nd.

19 PORTER AGENT DARRYL: Okay. So this is a couple
20 of weeks old now. Okay.

21 DR. LUKACS: Yeah.

22 PORTER AGENT DARRYL: Were you advised of any
23 forthcoming compensation or no?

24 DR. LUKACS: No.

25

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1 PORTER AGENT DARRYL: No? Okay. Our general
 2 policy is that we don't actually issue any kind of
 3 compensation for those kinds of costs incurred,
 4 unfortunately. If you did want to pursue it though just
 5 to see, although they would likely not issue anything
 6 either; if you would want to actually go to our customer
 7 relations department online, you would either want to fill
 8 out a feedback form or a complaint form and just follow up
 9 with an agent from that department, inquiring as to
 10 whether or not any kind of compensation would be issued.

11 DR. LUKACS: All right. Thank you very much, sir.

12 PORTER AGENT DARRYL: Thanks for phoning Porter.
 13 Take care.

14 DR. LUKACS: You too.

15
 16 WE HEREBY CERTIFY THAT the foregoing was
 17 transcribed to the best of our skill and ability
 18 from a recording provided to us.

19 *[Handwritten Signature]*.....

20 *Per* G R S / M J A

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Examination No. 15-0766.3

TELEPHONE CONVERSATION BETWEEN DR. GABOR LUKACS and PORTER
AIRLINES AGENT BRITNEY AND NATALIE BAMBURY ON AUGUST 6, 2015
AT 14:22 (ATLANTIC TIME).

Date Transcript Ordered: August 7, 2015

Date Transcript Completed: August 10, 2015

The telephone conversation was transcribed by Gillespie Reporting Services at Ottawa, Ontario, having been duly appointed for the purpose.

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1 **--TELEPHONE CONVERSATION BETWEEN DR. GABOR LUKACS AND**
2 **PORTER AIRLINES AGENT BRITNEY AND NATALIE BAMBURY ON**
3 **AUGUST 6, 2015 AT 14:22:**

4 PORTER AGENT BRITNEY: Porter Halifax, Britney
5 speaking.

6 DR. LUKACS: Hi. I am calling concerning baggage
7 irregularity report that was completed on July 22nd --

8 PORTER AGENT BRITNEY: Okay.

9 DR. LUKACS: -- and we are really puzzled because
10 it is not clear to us what is the World Tracer number or
11 what is the status of it. I am wondering if you will be
12 able to help us with this.

13 PORTER AGENT BRITNEY: I can give it a shot here.
14 What is the name?

15 DR. LUKACS: The name on the file is Bambury, B-a-
16 m-b-u-r-y.

17 PORTER AGENT BRITNEY: Give me one second here.

18 DR. LUKACS: I can also give you a file --

19 PORTER AGENT BRITNEY: For Natalie?

20 DR. LUKACS: Yeah, Natalie; that's right.

21 PORTER AGENT BRITNEY: Yeah, we have just
22 contacted her on the 1st of August. We sent her an email
23 letting her know that we are still trying to locate the
24 bag and that for every 24 hours that the bag is gone, she
25 will receive a \$25 travel voucher, and when it comes close

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1 to the 25, 30-day mark, we replace everything that was in
2 it and replace the bag if it is not located.

3 So we did send her an email asking her to please
4 write down what was in the bag and the cost of everything,
5 just in case it happens to get to that point.

6 DR. LUKACS: I have Natalie on the phone.
7 Natalie, did you receive that email?

8 MS. BAMBURY: I am just checking there now, Gabor
9 -- I am just checking there now. That is --

10 PORTER AGENT BRITNEY: It was sent to
11 nbambury_30@hotmail.com.

12 MS. BAMBURY: Okay. Let me check that it has that
13 much detail that you just quoted. Now, let's see then.
14 Okay, so Porter -- okay and you said August 1st it was,
15 wasn't it?

16 PORTER AGENT BRITNEY: August 1st at 12:33. I
17 have got a copy of the email here.

18 MS. BAMBURY: Okay. Let's see here now. Sorry,
19 it takes me a while to look through the emails.

20 PORTER AGENT BRITNEY: No, that's okay. Take your
21 time.

22 MS. BAMBURY: Yeah, yeah, is this the one that
23 says YHZ, which is for your airport, certainly. Leeds, is
24 that the one possibly?

25 PORTER AGENT BRITNEY: That's correct, yeah, and

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1 the title is "Missing bag".

2 MS. BAMBURY: Yeah. It says that you guys
3 apologize for it, and frustrated with the communication,
4 that I am frustrated about the lack of communication with
5 you guys. Yes, I was speaking to one of your agents in
6 Halifax. Now, I didn't get much satisfaction out of that,
7 to be honest. Let's see now...

8 DR. LUKACS: So I am wondering also what happens
9 with the expense that Natalie incurs, you know, for
10 replacement items while the baggage is being delayed?

11 PORTER AGENT BRITNEY: Pardon me?

12 DR. LUKACS: What happens with the interim
13 expenses Natalie incurs while her baggage is being
14 delayed? So you know if she -- even if it is found, she
15 may have to buy some clothes already --

16 MS. BAMBURY: (Inaudible)

17 PORTER AGENT BRITNEY: Well, I would assume that
18 Natalie didn't put all of the clothes that she owns in
19 that suitcase. So we would replace what was in the
20 suitcase and the suitcase.

21 DR. LUKACS: Well, I am talking about what happens
22 if the suitcase is found, I don't know, let's say, next
23 week. But what happens with her interim expenses, the
24 expenses she incurs until the suitcase is found?

25 PORTER AGENT BRITNEY: Well, and that's what I put

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1 in the email, that in the meantime we compensate her a \$25
2 travel voucher for every 24 hours the bag is missing.

3 DR. LUKACS: But is that the only compensation you
4 provide?

5 PORTER AGENT BRITNEY: That is correct.

6 DR. LUKACS: Okay.

7 MS. BAMBURY: What about the --

8 DR. LUKACS: Natalie --

9 PORTER AGENT BRITNEY: I'm sorry. It is hard to
10 understand when you have me on speaker phone with two
11 people. I just -- I can't hear both of you when you start
12 talking.

13 DR. LUKACS: Sure. Natalie, I will explain it to
14 you afterwards. So I just would like to confirm with you,
15 is it Porter's policy that you compensate only for this
16 \$25 voucher per day for delayed baggage? Is that correct?

17 PORTER AGENT BRITNEY: Per 24 hours, yes, that is
18 correct.

19 DR. LUKACS: So are you sure that is Porter's
20 current practice? Is that -- for how long have you been
21 with baggage, may I ask?

22 PORTER AGENT BRITNEY: Pardon me?

23 DR. LUKACS: For how long have you been dealing
24 with --

25 PORTER AGENT BRITNEY: I have been with the

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1 company for almost two years now.

2 DR. LUKACS: And for in those two years, you are
3 telling me that the policy of Porter has been just to
4 compensate for this \$25 voucher per 24 hours of --

5 PORTER AGENT BRITNEY: It has been like that for
6 seven years.

7 DR. LUKACS: For seven years?

8 PORTER AGENT BRITNEY: yes.

9 DR. LUKACS: Are you sure about that?

10 PORTER AGENT BRITNEY: I am absolutely positive.

11 DR. LUKACS: Are you sure that there is no other
12 compensation for baggage delay?

13 PORTER AGENT BRITNEY: I am absolutely positive.

14 DR. LUKACS: And your name again is?

15 PORTER AGENT BRITNEY: My name is Britney.

16 DR. LUKACS: Britney, thank you very much. We
17 will look at that email. May I also ask you to fax me a
18 copy of that email just so that I will have it because we
19 are having some difficulties here? So, would you care to
20 also send me a fax of that email?

21 PORTER AGENT BRITNEY: I can resend the email to
22 Natalie if she is having difficulty looking at it.

23 DR. LUKACS: Natalie --

24 PORTER AGENT BRITNEY: This is Natalie's bag so I
25 have to deal with Natalie.

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1 DR. LUKACS: Yes, I understand but I am sure you
2 understand that also people can assist other people.
3 Natalie, are you sure you have that email in question,
4 just yes or no?

5 MS. BAMBURY: I have the email but now everything
6 is not checking out exactly. Now, I was told they
7 searched for the bag between 20 and 21 days. It says here
8 after 25 to 30. So what is the actual amount of time that
9 they continue to look for this bag?

10 PORTER AGENT BRITNEY: We will continue to look
11 for the bag 25 to 30 days.

12 MS. BAMBURY: Okay, I was told elsewhere -- okay.
13 I was told also 20 to 21.

14 PORTER AGENT BRITNEY: And who told you that just
15 so that I have a name as well?

16 MS. BAMBURY: St. John's, the St. John's airport
17 would have told me that.

18 PORTER AGENT BRITNEY: Okay, and do you have an
19 agent name?

20 MS. BAMBURY: 20 to 21 days, it was actually the
21 operations manager, Ben John Ganawan.

22 PORTER AGENT BRITNEY: Perfect, Ben John...

23 MS. BAMBURY: Well, everything is not checking out
24 exactly. Now it says also there is no luck tracing it but
25 like can you guys provide me a number that you are

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1 actually doing a world tracer or network tracer?

2 PORTER AGENT BRITNEY: The number that we would
3 use to trace is the number that was on the bag tag and the
4 number that we would provide you isn't anything that you
5 can look up on your own. Besides the Net Tracer, we are
6 in constant communication with every station to see if it
7 got put somewhere else. It is not just the stations that
8 you travelled. We have got a stack here of emails
9 attached to your BIR or the form that you filled out
10 regarding the bag, keeping on track of this and hoping to
11 find it so...

12 DR. LUKACS: What I am trying to understand is --
13 I am looking here now at Porter's website and I went there
14 to claim status online and it seeks for an incident ID.
15 So what would be the incident ID in this case?

16 PORTER AGENT BRITNEY: Your incident ID is -- give
17 me one second because they emailed us.

18 DR. LUKACS: Sure.

19 PORTER AGENT BRITNEY: Because you had already
20 sent an email to them. So your case number/incident
21 number is 62213.

22 DR. LUKACS: Six, two, two, one three; let me just
23 see if it pulls up correctly. Well, 62213 does not pull
24 up anything unfortunately.

25 PORTER AGENT BRITNEY: Okay. Well this is the

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1 case notification number that we get from baggage and they
2 copy and sent us the email that Natalie sent to them with
3 all of her information.

4 DR. LUKACS: I understand. I am --

5 PORTER AGENT BRITNEY: So I don't understand what
6 Toronto's case number is that you would use with them.

7 DR. LUKACS: Well, I went to Porter's website and
8 I clicked on claim status online and then I got a new
9 page, to live.netracer.aero and there we are supposed to
10 put in a last name and incident ID. And there I am
11 putting in 62213 and Bambury as the last name and for some
12 reason nothing is pulling up. So I am trying to
13 understand --

14 PORTER AGENT BRITNEY: I am not sure what you are
15 looking at here because any numbers that we have, sir --
16 like I understand that you are trying to look for the bag
17 on your own but regardless of what you do and what you
18 pull up online, you are not going to have access to what
19 we have access to. So, to put a number in and try to say
20 that you are not finding it is not relevant to this
21 because it is -- we have a completely different system to
22 what you are pulling up at home.

23 DR. LUKACS: I am pulling up what Porter Airlines'
24 official website states, madam. It is right on their
25 website.

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1 PORTER AGENT BRITNEY: We don't use Porter website
2 to look for baggage. You used the Porter website to make
3 a complaint which we have received.

4 DR. LUKACS: It states here "To find out the
5 status of your baggage claim, you can track your claim
6 status online with a baggage claim number that was issued
7 to you". This is what Porter Airlines.

8 PORTER AGENT BRITNEY: Okay. So when she made a
9 complaint to the complaint department online, did they
10 give her a number?

11 DR. LUKACS: And what I am telling you, madam, is
12 that the number you provided me does not work on this
13 website of Porter Airlines.

14 PORTER AGENT BRITNEY: Okay, so try X77--

15 DR. LUKACS: X77, yes.

16 PORTER AGENT BRITNEY: F8Z.

17 DR. LUKACS: F8Z, let me try that. That is her
18 reservation number, I believe, but let's --

19 PORTER AGENT BRITNEY: Yeah, because I don't know
20 what number baggage would give you because I don't work
21 for baggage. I work for Halifax. The only baggage
22 department is in Toronto.

23 DR. LUKACS: Uh-huh, uh-huh. Unfortunately that
24 doesn't result in anything either. Well now that Natalie
25 has your email, we will take things up. Thank you very

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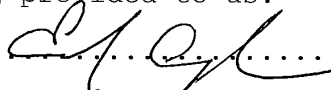
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much for your time. That was great. Thank you.

PORTER AGENT BRITNEY: Yeah, no problem.

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for G R S / M J A

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From: **YHZ Leads** (yhzleads@flyporter.com)
Sent: August-01-15 1:03:13 PM
To: nbambury_30@hotmail.com

Natalie,

Firstly I would like to apologize to you for the inconvenience this has caused you. I understand you are frustrated at the lack of communication received from Porter. It is my understanding that you were speaking to one of our agents here in Halifax, at which time she advised you that all of our outstations had been contacted looking for your bag. Unfortunately to date there has been no luck tracing it. I have sent yet another email to all stations to see if anything has turned up yet. I will let you know ASAP if I hear anything back.

As for right now, I would suggest beginning an inventory of the items that were in your bag, as well as the value per item. After 25-30 days if your bag has not been found, you can submit your list to Customer Relations to begin the process of being compensated. In the mean time, we will compensate you with a \$25.00 travel voucher for every 24 hours that your bag is missing, until it reaches the 25-30 day mark.

I do apologize again that I don't have any more information for you at this time. We will contact you right away if anything turns up. Please don't hesitate to contact Customer Relations if you have any further concerns.

Sarah Dudley

--

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