

July 11, 2014

File No. M 4120-3/14-02973

Attention: Mr. Mike Redmond
Chief, Tariff Investigations
Air and Marine Investigations

E-mail: secretariat@otc-cta.gc.ca

Re: Complaint concerning WestJet's policies and practices relating to claims for delay, damage and loss of baggage

To Whom It May Concern:

The following represents WestJet's response to the complaint stated above.

Alleged Refusal to Process and Accept Liability

The applicant alleges that WestJet has refused to process and settle baggage-related claims where WestJet is the first carrier in successive carriage scenarios. The applicant goes on to allege WestJet in some way attempted to limit or relieve the carrier of liability.

WestJet advised the applicant that the file property irregularity report was created by British Airways in Budapest (the applicant's final destination) as confirmed by the applicant in his email May 6, 2014 to British Airways where the delay was realized and a sum of \$25.70 was spent in incidentals. In that same email the applicant himself accepted that either WestJet and / or British Airways could settle the matter acknowledging either carrier would be acceptable to settle the claim.

British Airways settled the claim for the applicant's delayed baggage and they paid him CAD25.70 on May 9, 2014, three days after the irregularity report was filed.

At no point has WestJet suggested or implied that WestJet was not liable or did WestJet at any point attempt to relieve itself from liability laid as down in the Montreal Convention.

WestJet recognizes under Article 36 the claimant can pursue action against any of the carriers in a successive carriage situation and WestJet directs the consumer to the final carrier to settle the claim simply because it is the most appropriate and most efficient way for the consumer to receive settlement as the consumer is where the baggage was deemed to be delayed or damaged.

In the interests of enhanced consumer experience WestJet, as supported by industry best practice allows the final carrier to settle the claim to ensure the consumer is satisfied in the shortest amount of time possible.

While it is certainly possible to settle the claim with any of the carriers involved in the successive carriage, going back to the prior carriers will be a more complex and cumbersome process for the consumer.

In conclusion, a claims process was available to the passenger, in line with standard industry practice; that process was clearly communicated to the passenger; the passenger utilized the claims process; and that process settled the passenger's claim within a short period of time.

WestJet will not rely on IATA Resolution 780 as it is not a guest-facing agreement and is not part of WestJet's International Tariff. WestJet would be pleased to work with the CTA on messaging language to guests in these circumstances, and, where applicable, will indicate other avenues to carriers which may expedite the process, while not leading the guest to think that WestJet is not liable ensuring compliance with the intent of Article 36.

Respectfully submitted.

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Cc Jeff Landmann, Senior Legal Counsel, WestJet
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