

**The Applicant submits that:**

1. WestJet's International Tariff Rule 110(B), governing denied boarding compensation, contradicts Rule 75, and thus the Tariff fails to be clear, contrary to s. 122 of the ATR;
2. WestJet's International Tariff Rule 110(B) is unreasonable, contrary to s. 111 of the ATR;
3. Part of Rule 110(E) is unreasonable, contrary to s. 111 of the ATR;
4. WestJet's International Tariff Rule 110(G) is unreasonable, contrary to s. 111 of the ATR.

**WestJet Response as follows (sections underlined and in red would be removed from the tariff):**

**1. WestJet's International Tariff Rule 110(B) would be modified as follows:**

The Carrier shall not be liable to any passenger in respect of such overbooking, whether or not resulting from an Event of Force Majeure, provided that, [REMOVED] The Carrier will, at the carrier's discretion, provide any passengers affected by denied boarding with:

(1) A credit, valid for one year from the cancellation date, towards the provision of a fare relating to a future flight or flights if booked as a round trip and the originating sector is cancelled, which credit shall be equal to the original fare(s) which was/were cancelled)

or

(2) To otherwise refund to such passenger, an amount which shall not be greater than the fare paid by the passenger in respect of that flight or flights if booked as a round trip and the originating sector is cancelled.

3. part of Rule 110(E) is unreasonable, contrary to s. 111 of the ATR;
4. WestJet's International Tariff Rule 110(G) is unreasonable, contrary to s. 111 of the ATR.

**2. Part of Rule 110(E) would be modified as follows:**

Passengers who are eligible for denied boarding compensation for flights departing from the US must be offered a payment equal to 200% the sum of the fare values of their ticket coupons, with a \$650 USD maximum if WestJet is able to place you on another flight or flights that are planned to reach your final destination or first stopover less than four hours of the scheduled arrival of your original flight. However, if WestJet cannot arrange “alternate transportation (see below) the passenger must be offered a payment equal to 400% the sum of the fare values of their ticket coupons, with a \$1,300 USD maximum. For flights to/from Canada (except flights from USA), as WestJet does not commercially oversell its aircraft, no denied boarding compensation will be provided. [REMOVED] “Alternate transportation” is air transportation (by an airline licensed by the D.O.T.) or transportation used by the passenger which, at the time the arrangement is made, is planned to arrive at the passenger’s next scheduled stopover (of 4 hours or longer) (for international flights) after the passenger’s originally scheduled arrival time.

**3. WestJet’s International Tariff Rule 110(G) would be modified as follows:**

(G) PASSENGER'S OPTIONS

Acceptance of the compensation (by endorsing the cheque or draft within 30 days) relieves WestJet from any further liability to the passenger caused by the failure to honour the confirmed reservation. However, [REMOVED] The passenger may decline the payment and seek to recover damages in a court of law or in some other manner.