



**NACC**  
National Airlines  
Council of Canada

February 12, 2021

Ms. Marcia Jones  
Chief Strategy Officer  
Canadian Transportation Agency  
15 Eddy Street,  
Ottawa, Ontario K1A 0N9  
Via email: [marcia.jones@otc-cta.gc.ca](mailto:marcia.jones@otc-cta.gc.ca)

**RE: Second Supplement in Support of the A4A/NACC Request for Exemption from Section 62 of the Accessible Transportation for Persons with Disabilities Regulations (ATPDR)**

Dear Ms. Jones:

Airlines for America (“A4A”) and the National Airlines Council of Canada (“NACC”)<sup>1</sup> respectfully submit the additional information herein in support of the July 30, 2020 request for a conditional exemption to Section 62 of the Canadian Transportation Agency’s (“CTA”) ATPDR (the “Request for Exemption”).<sup>2</sup> As explained in the Request for Exemption, air carriers may waive the liability limitations set forth in the Warsaw Convention and the Montreal Convention (collectively, the “Conventions”) for claims of loss, damage, or delay of mobility aids in international transportation and make their passengers whole without the need for the passenger’s special declaration of interest under the Conventions.



Below is a chart of the waiver language contained in the Members’ tariffs:

<b>Air Carrier</b>	<b>Tariff Waiver Provision</b>
Air Canada & Jazz	<p>Domestic Tariff Rule 105</p> <p>(2) Normal Carrier limit of liability will be waived for substantiated claims involving loss damage or delay in delivery to mobility aids such as wheelchairs, walkers, crutches, scooters and other mobility aid. <b>When such items have been accepted into the care of the Carrier as checked baggage or otherwise.</b></p> <p>Note: the liability of the Carrier for substantiated claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise, is to be based on the cost of the repair or replacement value of the mobility aid.</p> <p>International Tariff Rule 105</p>

<sup>1</sup> A4A members are Alaska Airlines, Inc.; American Airlines Group, Inc.; Delta Air Lines, Inc.; and United Airlines Holdings, Inc. NACC members are Air Canada; Air Transat A.T. Inc.; Jazz Aviation LP; and WestJet Airlines Ltd.

<sup>2</sup> See Letter from G. Keithley, A4A, and M. McNaney, NACC, to M. Jones, CTA (July 30, 2020).

	<p>(4) a) Normal carrier limit of liability will be waived for substantiated claims involving loss damage or delay in delivery to mobility aids such as wheelchairs, walkers, crutches, scooters and other mobility aid. When such items have been accepted into the care of the carrier as checked baggage or otherwise.</p> <p>Note: The liability of carrier for substantiated claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise, is to be based on the cost of the repair or replacement value of the mobility aid.</p>
<p>Air Transat</p>	<p>The following text is contained in International Charter Tariff Rule 8, 8.1 c); Scheduled Tariff to all points outside of Canada Rule 7, 7.1 c); Canada/US Transborder Tariff Rule 0007 (A)(3); Domestic Flights Tariff Rule 7, 7.1 c):</p> <p>Normal limitations of carrier liability, as construed in this Rule, will be waived for substantiated claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted into the care of the Carrier as checked baggage or otherwise. If a mobility aid is damaged or lost, the Carrier will immediately provide a suitable temporary replacement without charge. If a damage aid can be repaired, the Carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible. If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours after the passenger's arrival, the Carrier will, at its discretion, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.</p>
<p>Alaska Airlines</p>	<p>Contract of Carriage Rule 15.T and in the air carrier's tariff:</p> <p>Alaska's maximum liability for a lost, damaged or destroyed wheelchair or other Assistive Device, is the original, documented purchased price of the device.</p>
<p>American Airlines</p>	<p>Tariff No. AA1, Rule 116 Baggage Regulations (emphasis added)</p> <p>(V) Excess value charge (<i>excluding assistive devices</i>)</p> <p>(1) For purposes of transportation under the Montreal Convention, a passenger may, declare a value for baggage in excess of the maximum liability of 1,288 SDR's per passenger for all checked baggage.</p> <p>(2) When such a declaration is made, a charge of such excess value will be assessed at USD 5/CAD 6 per \$1000 or fraction thereof. Note: A higher declared value may not be applied to money, jewelry, silverware, negotiable papers, securities, business documents, samples, paintings, antiques, artifacts, manuscripts, irreplaceable books or publications or other similar valuables.</p> <p>(3) Excess valuation baggage may be checked for online travel only.</p> <p>(W) Valuation limit of baggage (<i>excluding assistive devices</i>)</p> <p>(1) The total declared value may not exceed USD 5,000/CAD 6,100.</p> <p>(2) No baggage of any one passenger, having declared value in excess of USD 5,000/CAD 6,100 will be accepted unless special arraignments have been made in advance, by the passenger with AA.</p>
<p>Delta Air Lines</p>	<p>The air carrier is in the process of amending its tariff to include a waiver of liability limits. Confirmation of the amended tariff language will be provided after filing.</p>

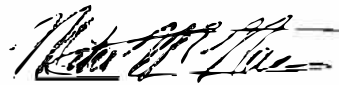
United Airlines	The air carrier is in the process of amending its tariff to include a waiver of liability limits. Confirmation of the amended tariff language will be provided after filing.
West Jet	Tariff Rule 25, Section (F) Acceptance of Aids  (4)(a) . . . If a damaged aid can be repaired, the carrier will arrange, at its expense for the prompt and adequate repair of the aid and return it to the passenger as soon as possible.  (4)(b) If a damaged aid cannot be repaired or is lost and cannot be located, the carrier will, at its discretion, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.  The air carrier's internal program documents state as follows:    

We appreciate the opportunity to submit this supplemental information and thank you for your consideration. If you have any questions, please contact Graham Keithley at [gkeithley@airlines.org](mailto:gkeithley@airlines.org) or Mike McNaney at [mmcnaney@airlinecouncil.ca](mailto:mmcnaney@airlinecouncil.ca).

Respectfully submitted,



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