



## Airlines for America®

*We Connect the World*

March 6, 2025

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Re: Comments of A4A to the Proposed Changes to the APPR

Dear Ms. Johnson,

On behalf of its members, Airlines for America (A4A)<sup>1</sup> appreciates the opportunity to provide comments to the proposed amendments to the Air Passenger Protection Regulations (APPR) published on December 21, 2024. We appreciate that the Canadian Transportation Agency (CTA) is attempting to clarify aspects of the APPR that have caused confusion for both passengers and airlines. However, we believe that these proposed amendments will in fact create more confusion and fail to adequately address the fundamental issues that it seeks to resolve.

While we respect the CTA's efforts to ensure clearer and more consistent passenger regulations, we believe that the proposed amendments fall well short of that goal and in fact do just the opposite. The CTA has inadvertently made the APPR less clear and even more inconsistent. Furthermore, we believe the proposed amendments will not create a better experience for passengers, which is counter to the CTA's overall goal. Airlines already have the greatest incentive to meet and exceed customer expectations as it results in repeat business and keeping operating costs lower. However, as we outlined in our comments to the CTA in August 2023, the APPR proposals plan to replace market competition with standardized mandates that disincentivize competition and increase operating costs, which in turn decrease the attractiveness of the Canadian market, to the detriment of the very passengers the CTA is claiming to create a better experience for.

Concerningly, the proposed amendments will also have the adverse effect of making Canada a less competitive market for aviation. As we noted in our comments to Canada's Competition Bureau last year<sup>2</sup>, Canada has significant barriers to entry and expansion in the form of high government and third-party fees, charges and taxes which is evidenced by the declining capacity to Canada from the United States since 2019.<sup>3</sup> We noted that Canada is at a distinct

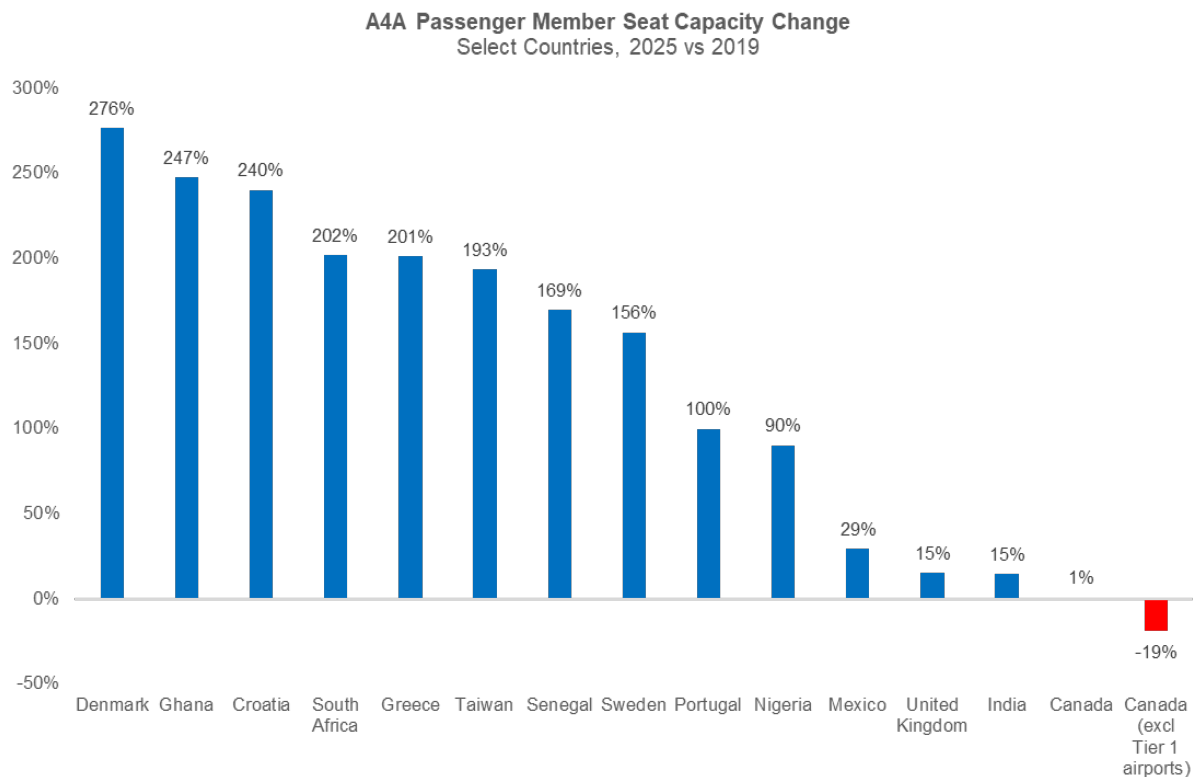
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<sup>1</sup> A4A is the principal trade and service organization of the U.S. scheduled airline industry. Members of the association are Alaska Airlines, Inc.; American Airlines Group, Inc.; Atlas Air, Inc.; Delta Air Lines, Inc., Federal Express Corporation; Hawaiian Airlines; JetBlue Airways Corp.; Southwest Airlines Co.; United Holdings, Inc.; and United Parcel Service Co. Air Canada is an associate member.

<sup>2</sup> A4A Letter to Commissioner Boswell regarding Market Study Notice: Competition in Canada's Airline Industry, dated August 30, 2024.

<sup>3</sup> Chart from Cirium (Dio)

disadvantage from a cost perspective in attracting more service from the U.S. to Canada, some of this is due to regulatory overreach.



The CTA has also proposed to charge air carriers \$790 CAD for complaints regardless of the outcome as part of a cost recovery scheme for air travel complaints (proposed air carrier charges). Canada is becoming one of, if not the, most expensive markets for U.S. carriers to serve in the entire world. The proposed amendments to APPR will only exacerbate these high costs. Ultimately, some U.S. carriers may decide to scale back their U.S.-Canada service or pull out of the market entirely which will negatively impact Canada’s connectivity, and passengers who will end up with fewer options. The CTA has continually singled out air carriers by proposing costly fees, taxes and fines. When considered together, it is clear that air passengers in Canada can expect to bear the cost of this increasingly complicated and burdensome regulatory regime.

The proposed amendments are also contrary to the Air Transport Agreement between the Government of the United States of America and the Government of Canada (the ATA)<sup>4</sup>. The preamble of the ATA clearly sets the parties’ intentions to “make it possible for the airlines to offer the traveling and shipping public a variety of service options at the lowest prices...and wishing to encourage individual airlines to develop and implement innovative and competitive prices.”<sup>5</sup> The proposed amendments to APPR increase the assessable fees tenfold from \$25,000 to \$250,000 per violation and a violation that is committed or continued on more than one day constitutes a separate violation for each day on which it is committed or continued.

<sup>4</sup> Air Transport Agreement Between The Government of the United States of America and The Government of Canada (1995), available at <https://2009-2017.state.gov/documents/organization/114328.pdf>.

<sup>5</sup> *Id.* at Preamble.

With this proposed amendment to APPR air carriers are potentially subject to massive fines for violations they may not even be aware have occurred. These astronomical fees, again when combined with the proposed air carrier charges, will likely drive airline ticket prices up, therefore punishing consumers in a market that is already noted for its high taxes and fees.

Additional fundamental and irreconcilable flaws with this APPR proposal include: (1) failure to account for ticket agent ticket sales, which account for over 40% of all airline ticket sales; (2) while a few key APPR proposals are required by the Canadian Budget Implementation Act of 2023<sup>6</sup> (BIA), the vast majority of proposals are not required by the BIA and are unjustified, and; (3) the Cost Benefit Analysis violates Canadian Treasury Board Cost Benefit Policy.

Overall, it seems that Canada is focused on molding the APPR regulations on those of the European Union, specifically Regulation 261/2004 on denied boarding, cancellations and long delays (EU261) without EU261's practical geographical limits of incidents only occurring in the EU. This exacerbates the complexity of compliance with APPR's requirements since other jurisdictions have their own passenger rights requirements. Over the years EU261 cases have been subject to multiple legal judgments highlighting many shortcomings with the drafting of the original regulation, especially concerning the concept of "extraordinary circumstances." This has come to the point where the regulation is so convoluted it's difficult for both passengers and airlines to understand, clogging the court system with continued litigation and increasing costs.

Additionally, we would like to highlight that the added costs that airlines face to adhere to EU261's punitive scheme have not resulted in operational performance improvements despite airlines dedicating significant resources to address operational issues and commitment to safety and their passengers. The Steer Study, commissioned for the European Commission (EC) itself, even recognized that the high cost of EU261 may generate disincentives for airlines to operate severely delayed flights and incur operating costs in addition to disruption costs.<sup>7</sup>

These policies are in stark comparison to the shifting political landscape in the United States, with the Trump Administration already issuing an Executive Order to all executive departments to review pending and existing laws and regulations.

Furthermore, we are including as an appendix a list of questions that we submitted to the CTA on January 24, 2025. While we appreciate that the CTA hosted a call with A4A and IATA on February 28, 2025, to address our questions, to date we still have not received the answers we need to provide comprehensive comments to the proposed amendments to APPR. We respectfully request that the CTA answer our questions and provide us an opportunity to comment to those answers.

This proposed APPR must be withdrawn and reconsidered in its entirety given the fatal flaws described herein.

### **Clear Communications and Provision of Information:**

The proposed amendments to the APPR include a requirement that air carriers confirm or request a passenger's contact information and preferred electronic method of receiving communications upon check in. While our members do their best to obtain passengers' accurate contact information, we are concerned that the CTA does not take into account

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<sup>6</sup> [https://laws.justice.gc.ca/eng/AnnualStatutes/2023\\_26/](https://laws.justice.gc.ca/eng/AnnualStatutes/2023_26/)

<sup>7</sup> <https://op.europa.eu/en/publication-detail/-/publication/f03df002-335c-11ea-ba6e-01aa75ed71a1#>

situations in which travel agencies do not input passenger contact details or a passenger either refuses to provide their contact information or they provide inaccurate or inactive contact information. Our members have no way to require and/or verify that a passenger has provided accurate contact information. We request that the CTA recognize that a carrier can only provide information to the passengers that provide accurate contact information and that carriers will not be held responsible for a passenger who did not receive timely updates because they failed to provide accurate contact information. Additionally, we request that the CTA define the acceptable length of time for communicating “without delay.”

These communications requirements should only apply once a passenger has checked in and is given the opportunity to provide contact information. Before check in, the passenger might not have provided full or accurate contact information or the passenger might have purchased a ticket with a travel agent, which typically do not share passenger information with carriers. If the CTA adopts these APPR amendments and does not limit the communications requirements to after a passenger checks in for a flight, the CTA should include a communications requirement exception for passengers that booked with a third party (i.e. ticket agent) that does not provide a passenger’s contact information to the carrier. Carriers make every effort to keep passengers informed but they cannot do so without contact information from third parties.

None of the proposed communications and information changes are required by the BIA, therefore the CTA has significant discretion to reduce passenger confusion and burdens by eliminating overly prescriptive regulations that do not reflect operational realities.

#### **Exceptional Circumstances:**

The safety of passengers and crew is of the utmost importance to A4A and its members. We urge the CTA to allow airlines to prioritize the safety of their aircraft without fear of punitive action as proposed in the amendments to APPR. While the proposed amendments based on BIA amendments narrowly carve out unforeseeable technical defects or problems, the CTA’s primary focus should always be safety. The CTA has safety authority and should apply an exception broadly to allow airlines to make decisions solely based on safety when attempting to solve mechanical issues that arise unexpectedly. There should be no other considerations when it comes to safety.

We note that the BIA does not mandate the list the CTA is now committed to adopting. CTA is seeking to defend its discretionary overreach by noting it arrived at a list of specific criteria that must be met for an unforeseeable technical defect or other unforeseeable technical problem with the aircraft to be considered an exceptional circumstance by relying on comments by members of the public who oppose their inclusion in the list of exceptional circumstances. Respectfully, regarding technical and mechanical issues, the CTA’s primary authority and focus should be on safety and while public opinion is important for many consumer issues, it should not be prioritized in matters of aircraft safety. The CTA should instead rely on experts in aircraft safety when determining exceptional circumstances.

We note that pandemics or other biohazard events are not included in the CTA’s exhaustive list of exceptional circumstances. This seems to be a gross oversight given the industry’s experience with the COVID-19 pandemic, when Canada and other countries adopted either strict entry requirements or firm border closures sometimes without certainty on whether operating crews were exempt from their requirements. Air carriers should be given the option to cancel their flights for the safety of their passengers and crew during events out of their control such as a pandemic or other biohazard event without facing punitive action.

### **Exceptional Circumstances and chain reactions (knock-on effects):**

Given the global reach of APPR, our members are extremely concerned that the CTA chose to adopt a 24-hour time period to recover subsequent flight disruptions that were a direct cause of an earlier flights' delay or cancellation due to an exceptional circumstance. We note this proposal is not required by the BIA and therefore the CTA has discretion to and should change it. It is in our members' best interest to recover their operations as soon as possible from any disruption. However, it is unreasonable to expect an airline to recover within a specific time frame, especially when a safety issue is involved, which may include weather events as well as major mechanical issues with a particular type of aircraft that may last for longer periods of time. There is no guarantee that airlines can recover within the 24-hour time period (especially if the exceptional circumstance is a multi-day event) allotted by the CTA and it is unfairly punitive that airlines are punished for ensuring that their operations do not resume until it is safe to do so.

The proposed amendments to the APPR also seek to impose a requirement that air carriers provide assistance for all disruptions after a certain time, including in exceptional circumstances. A4A asks that the CTA hold other stakeholders equally responsible to provide assistance. It is common practice for hotels to increase their prices during large-scale disruption events. While the CTA did not take up our recommendation to cap the amount airlines should have to pay for hotels, we suggest that CTA look to holding hotels responsible for price gauging customers during these events. Furthermore, we note that the Passengers with Disabilities section noted any accommodations must reflect the needs of a passenger with disability. This is impossible for airlines to dictate as hotels have limited accessible rooms (if at all) and actual assignment of those rooms occur at check-in, which airlines are not a party to and cannot influence. Additionally, during delays/cancellations due to airport infrastructure, we believe it is only fair that airports are also required to provide assistance to passengers.

### **Benefits and Costs (the CBA):**

The APPR cost/benefit analysis includes all alleged benefits but only includes the costs to Canadian carriers. An industry representative asked the CTA during a technical session on the APPR, why aren't all costs included in the CBA. The CTA's response was that it must follow Treasury Board rules. However, the Canadian Treasury Board provides:

#### **4.1. Standing: whose costs and benefits are to be considered in cost-benefit analysis?**

As stakeholder groups are identified, it is important to determine whether those groups have standing (in other words, whether their costs and benefits should count). The Organisation for Economic Co-operation and Development's (OECD's)<sup>1</sup> recommendation on standing is as follows:

the basic rule is that benefits and costs to all nationals should be included, whilst benefits and costs to non-nationals should be included if a) the policy relates to an international context in which there is a treaty of some kind (acid rain, global warming), or b) there is some accepted ethical reason for counting benefits and costs to non-nationals.

Costs and benefits that are in scope are those that are attributed to “Canadians.” This includes Canadian citizens and institutions (in other words, orders of government, Indigenous groups, businesses and non-government organizations), as well as individuals residing in Canada (in other words, permanent residents, temporary residents, refugees in Canada and temporary foreign workers) as all these groups may be impacted by the proposed regulations.<sup>8</sup>

First and foremost, the Treasury Board guidance requires considering costs and benefits together, the guidance does not contemplate or advise including all benefits while excluding some costs. If benefits are in scope, so are costs. Second, Canadians are absolutely impacted by application of these APPR amendments to foreign carriers. As explained in these and IATA’s comments, these APPR amendments will result in not only costs to carriers but also costs to all passengers (monetary and travel options), including Canadian passengers who fly on both domestic and foreign carriers. Third, the proposed APPR amendments are policies that “relate to an international context.” The APPRs are not limited to domestic operations and therefore will significantly impact international operations. Moreover, a treaty and many other international agreements are implicated; the Chicago Convention and all of Canada’s Open Skies Agreements, including the U.S./Canada Open Skies Agreement which governs Canada cross-border operations.

Foreign carriers account for nearly 20% of the total seat capacity (~32% of ASMs) in the Canadian marketplace. The CTA should, at a minimum, include cost information it has already received from National Airlines Council of Canada (NACC) on the estimated impact of the APPR, including costs to foreign carriers. The APPR cannot be adopted as proposed as it violates Treasury Board rules by excluding costs to foreign airlines.

Foreign carriers may also be disproportionately hit by the proposed APPR, especially those with limited service and resources at Canadian hubs rather than those more rapidly able to recover from an irregular operation.

Furthermore, many of the benefits and costs presented by the CTA appear arbitrary and unsubstantiated. For example, the APPR assumes an increase in claim rates due to the requirement to raise communication standards. While this may be conceptually true, both the baseline and assumed regulatory rates appear to be assumptions. This pattern is continued with the arbitrary values included when calculating the value of “increased comfort” and the reasoning behind why 2023 was chosen as the year used to approximate the rate of flight disruptions for all future years.

Additionally, we note the assumption that rebooking on other carriers holds a net zero cost. The claim highlighted that if rebooked on the same carrier, the assumption is there is no additional cost. If rebooked on another carrier, the assumption is there is simply a transfer of funds, however in actuality this depends on the contractual arrangements between the carriers and there is a possibility of a contracted rate which is higher than the ticketed amount.

We also challenge the assertion that halving the refund window from 30 days to 15 days only requires one additional employee per carrier. This appears to be an arbitrary assumption and given the reduction in time and shifting more of the burden of proof to the carrier, this seems improbable.

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<sup>8</sup>[https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwiki.gccollab.ca%2Fimages%2F8%2F8e%2FCBA\\_Guide-EN.doc&wdOrigin=BROWSELINK](https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwiki.gccollab.ca%2Fimages%2F8%2F8e%2FCBA_Guide-EN.doc&wdOrigin=BROWSELINK)

### **Substantive changes:**

Our members are perplexed by the CTA's assertion that many of the proposed amendments clarify and simplify regulatory requirements and, therefore, would not require substantive changes to existing processes and procedures. As demonstrated by our list of 28 questions provided to the CTA prior to this submission and attached here as Annex A, these amendments are confusing and require changes to existing processes and procedures. We request that the CTA shares which amendments it believes would not require substantive changes and which amendments would, so that we may adequately provide comment. We also respectfully request that the CTA designate which sections are required by the BIA and which are not and thus discretionary.

### **Implementation:**

While we appreciate that the CTA held a technical briefing on January 27, 2025, we note that industry had requested that the CTA delay the briefing until our questions around the proposed amendments to APPR had been answered. The CTA denied the request for a delay and has not answered many of our substantive questions regarding the proposal. To be clear, our members are more than willing to implement proposed changes that are clear, precise, prioritize safety and are in the best interest of passengers, but we do not believe that the one technical briefing was adequate. We reiterate that we need answers to our questions before any subsequent technical briefings and to effectively comment.

### **Compliance and Enforcement:**

As mentioned, the proposed amendments to the APPR increase the assessable fees tenfold from \$25,000 to \$250,000 per violation. Additionally, the proposed amendments to APPR now designate that a violation that is committed or continued on more than one day constitutes a separate violation for each day on which it is committed or continued. Air carriers are now potentially subject to massive fines for violations they may not even be aware have occurred. We would like to understand how the CTA justifies this astronomical increase of a separate violation for each day, including the data and methodology used to arrive at the impact of this proposal.

### **Compensation:**

We are alarmed at the proposed amendments, not required by the BIA, that seemingly allow third parties to seek compensation for delays or cancellations on behalf of a passenger. We request confirmation that the intent of the proposed amendments is to permit only persons to act on behalf of a passenger(s) and not a commercial entity. We are concerned that if commercial entities are permitted to act on behalf of a passenger, carriers will experience an uptick in frivolous claims brought by claim farms and reduced compensation for passengers. We believe the CTA is already experiencing an uptick in frivolous claims brought by claim farms as evidenced by the enormous backlog at CTA in processing passenger complaints. As we noted in our comments to the proposal to assess airlines a 790 CAD fee, regardless of the outcome, we do not believe that inviting claims farms to the process will benefit anyone (except potentially for-profit entities that exact funds meant for passengers), and it will only further overwhelm an already overloaded system.

Additionally, the proposed amendments allow for one adult to bring a claim on behalf of a group traveling together. This proposal is also not required by the BIA, we therefore request that the CTA confirm that this is meant to apply to passengers that book directly together with the carrier. Our members will have no way of verifying that a group travelled together if they booked with a third party.

### **Denied Boarding:**

The proposed amendments to the APPR for denied boarding fail to define a “denied boarding” scenario for which compensation is due. We should note generally that “denied boarding” is term of art in the aviation industry that refers to bumping passengers due to oversold situations. This occurs when a passenger has a valid boarding pass to travel, and is asked to either not travel as planned or to deplane, and by definition is involuntary.<sup>9</sup> The CTA seems to be interchanging “denied boarding” to refer to other situations where the passenger does not travel, including when a passenger volunteers (which is not a denied boarding) and other “refusal to transport” situations. We request that the CTA define “denied boarding” to reflect oversales/bumping scenarios. Without clarification, this proposed amendment will contribute to passenger and air carrier confusion.

Additionally, in an oversales/bumping scenario, does the CTA expect air carriers to ask all passengers, including unaccompanied minors and passengers with disabilities to give up their seat? Or did the CTA mean to propose that carriers ask all eligible passengers? This is another example of the extensive questions that needed to be answered and addressed.

Finally, since none of the proposed changes to denied boarding are required by the BIA, CTA should maximize passenger choice and permit electronic written confirmation of a benefit, including by email or text, for a voluntary denied boarding situation.

### **“Family” Seating:**

The CTA’s proposed amendment that children under 14 years old would be required to be seated at no additional costs next to a parent, guardian or tutor at the time of reservation violates freedom of pricing afforded to U.S. and Canadian carriers under the ATA<sup>10</sup>. This is especially true when passengers chose to sit in a class of service or seat type that requires a service fee to choose a seat. Carriers already make every effort to sit children and occupying adults together but there must be some recognition that doing so may require moving passengers to a different class of service.

Furthermore, requiring the seating to occur at the time of reservation is overly prescriptive and impractical. Firstly, Seat availability at the time of booking reflects previously booked passengers, which carriers cannot displace. Carriers also will not know if a child is traveling with an adult if an itinerary is purchased with a ticket agent because ticket agents do not share passenger information with carriers. Furthermore, the requirements regarding seat unavailability

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<sup>9</sup> For example, the United States Department of Transportation defines involuntary denied boarding for which compensation is due as follows. Passengers who are denied boarding involuntarily due to oversales are entitled to compensation that is based on the price of their ticket, the length of time that they are delayed in getting to their destination because of being denied boarding, and whether their flight is a domestic flight or an international flight leaving from the United States. This is called “denied boarding compensation” or “DBC” for short. [Bumping & Oversales | US Department of Transportation](#)

<sup>10</sup> The Air Transport Agreement Between the Government of the United States of America and the Government of Canada signed February 24, 1995.

under Section 22 (2) will require programming work for website and apps which may exceed 30 days. There is no substantive difference if children under 14 are seated together with their guardian at boarding versus at the time the reservation is made.

The CTA should allow air carriers the flexibility to meet this requirement in a manner compatible with their existing booking and operational practices. If CTA adopts this proposal the final rule should include an exception for the situation where a carrier is not provided passenger information from a third party that booked the ticket, which frustrates carrier to operational efforts.

### **Assistance:**

The proposed amendments would require air carriers to provide passengers with assistance during all flight disruptions resulting in a delay of two hours or more from their original scheduled departure time, including a missed connection “on the same itinerary.” Assistance would include food and drink, overnight accommodation if necessary, and the air carrier must provide passengers with access to a means of communication. Our members request clarity to implement these changes.

- What does the CTA mean by “must provide passengers with access to a means of communication”?
- If a schedule change occurs at least 14 days prior to the original scheduled departure time, does the new departure time in the schedule change become the original scheduled departure time?
- What does “if necessary” mean? It is not defined or used elsewhere in the APPR.

CTA should clarify that since the APPR does not apply to ticket agents, only itineraries provided by a carrier are covered by the Standard of Treatment regarding missed connections<sup>11</sup> Carriers will not know there is a connecting flight for itineraries produced by third parties.

Additionally, the proposed amendments to the APPR require carriers to provide the passenger with assistance would apply even if the disruption is due to an exceptional circumstance. However, when a flight disruption is due to an exceptional circumstance, the amendments would limit the provision of assistance to a period of 72 hours after the flight is delayed or cancelled or the bumping from a flight occurs. 72 hours after the flight is delayed or cancelled seems an excessive amount of time to hold air carriers responsible and we agree with NACC and IATA comments that 24 hours is much more reasonable.

### **Rebooking and Refunds:**

Some of our member carriers have done a lot of work on automating rebookings for their customers. For example, if they have your contact information and there is a travel disruption, you’re already presented with rebooking and refund options. Given this, CTA’s assertion that passengers should be able to choose a refund even before being provided with a rebooking is extremely impractical. In practical terms, these sometimes are offered simultaneously (if a refund is eligible) because of all the automation that has been done.

Providing a refund under these proposals means the carrier is processing the refund within 15 days of when the passenger is entitled to it and assumes the carrier is provided with complete

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<sup>11</sup> See Section 12(2)(C).

information carriers can use to process a refund. Customers often don't give complete bank information and airlines are unable to control banks and credit card companies' processes, which could result in delays posting the refund to the passenger's account.

**Digital platforms and itineraries:**

The proposed amendments to APPR appear to regulate carrier direct sales by requiring "carriers to make information available in simple, clear and concise language on all digital platforms that the carrier uses to sell tickets and on all documents issued by the carrier on which a passenger's itinerary appears..." Firstly, the language of "simple, clear and concise" is quite subjective. We are concerned the CTA is failing to consider situations in which sales are indirect e.g., third party booking agents which carriers do not control. The CTA should therefore limit the proposed amendments to only apply to direct carrier sales.

**Travel Advisory:**

A4A notes the proposal requiring a refund on request if the government of Canada issues or upgrades a travel advisory to avoid "all travel" or avoid "non-essential travel". We have significant concerns about this proposal as a violation of the freedom of pricing guarantee that airlines enjoy under the ATA as this proposal will force airlines to change their pricing practices to mitigate the resulting damage when the U.S. – Canada ATA provides freedom for airlines to price according to market dynamics. We believe the best approach would be to encourage passengers to purchase travel insurance to cover any losses if they are forced to change plans in these circumstances.

Again, we appreciate the opportunity to provide comments here and please do not hesitate to contact me if you have any questions or require further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith Glatz". The signature is fluid and cursive, with the first name "Keith" and last name "Glatz" clearly distinguishable.

Keith Glatz  
Senior Vice President – International Affairs

## Appendix

Page	APPR Statement	Clarifying Question
9	However, the proposed amendments would reduce the amount of information to be provided audibly and instead require that detailed information be provided electronically to each passenger	Is this summary statement meant to apply to passengers who provided contact information?
9	The proposed amendments would require that the following information be communicated without delay to passengers when there is a flight disruption, using each passenger's preferred electronic method of communication:	What does "without delay" mean? It is not defined and not used elsewhere in the APPR.
11	When seeking compensation for a delay or cancellation, the proposed amendments would permit  a passenger, or a person acting on behalf of them, to make a claim for compensation;	Confirm the intent is to permit only persons to act on behalf of a passenger and not commercial entities.
13	The proposed amendments would require air carriers to provide passengers with assistance during all flight disruptions resulting in a delay of two hours or more from their original scheduled departure time.	If a schedule change occurs at least 14 days prior to the original scheduled departure time, does the new departure time in the schedule change become the original scheduled departure time?
13	Assistance would include food and drink, overnight accommodation if necessary, and the air carrier must provide passengers with access to a means of communication.	What does "if necessary" mean? It is not defined and not used elsewhere in the APPR.
26	Finally, the consultation paper proposed that, when people travel together, the amended APPR would allow for one adult to make a claim for compensation on behalf of the group. In this way, a single claim could cover everyone in a group of passengers travelling together.	Is this meant to apply to passengers that book together directly with the carrier?
31	Flight disruptions  The number of flight disruptions (denied boarding, cancellations and delays) is	Did CTA analyze multiple years of data to see if 2023 is a good proxy for all future years? Can CTA provide statistical authority for using one year

	<p>an important variable in this analysis as it is the basis of several costs and benefits as described in the costs and benefits section. The following key assumptions were made:</p> <p>The rate of flight disruption in 2023 is used to approximate the rate for all future years;</p>	<p>as representative for all future years? Can CTA provide the breakdown of the cause of the flight disruptions during 2023 (airline control v. airport/ATC staffing)?</p>
31	<p>The average number of passengers per flight in 2018, 2019 and 2022 would remain constant all future years;</p>	<p>Can CTA explain on basis it made this assumption?</p>
31	<p>The number of flight disruptions (cancellations and delays) is calculated by applying the 2023 flight disruption rate by the estimated number of flights over the study period</p>	<p>What delays were included in the calculations? All delays of any length? Were all delays considered regardless of cause?</p>
39	<p>Additionally, it is assumed that of the passengers requiring overnight accommodations, 89% would be travelling alone and would require their own room. This assumption is taken from the current APPR's CBA conducted in 2019.</p>	<p>Does CTA have any data to suggest that the 2019 CBA was correct?</p>
40	<p>For the baseline scenario, it is assumed that two employees are required to process refunds within 30 days of the requests. For the regulatory scenario, it is assumed that air carriers would need three employees.</p>	<p>Can CTA share the analysis that concludes two employees are necessary for the baseline and three employees are necessary for regulatory scenario?</p>
41	<p>As a result, costs are estimated based on the total number of passengers forecasted to be provided a refund or compensation by Canadian air carriers, whereas benefits are estimated based on the total number of Canadian passengers who are projected to receive refunds or compensation from all air carriers. The description of the methodology is not repeated in the benefits section.</p>	<p>Can CTA explain how it believes it produced a fair, equitable, and representative CBA by including costs for a limited population of Canadian air carriers while using a larger populations (all air carriers) for benefits?</p>
52	<p>Many of the proposed amendments clarify and simplify regulatory requirements and, therefore, would not require substantive changes to existing processes and procedures.</p>	<p>Can CTA share what amendments it believes would not require substantive changes and which amendments would require substantive changes so that the</p>

		public can comment on this important government viewpoint?
57	<p>Digital platform and itineraries</p> <p>5 (1)</p> <p>A carrier must make the following information available in simple, clear and concise language on all digital platforms that the carrier uses to sell tickets and on all documents issued by the carrier on which a passenger's itinerary appears:</p>	Does this intend to regulate carrier direct sales and not indirect sales, since carriers have no control over information that a ticket agent provides?
59	<p>Denial of boarding</p> <p>10 (1)</p> <p>A carrier must not deny boarding to a passenger unless it has asked all passengers if they are willing to give up their seat.</p>	Does CTA expect carriers to ask all passengers, including unaccompanied minors and passengers with disabilities to give up their seat?
60	<p>Passenger on aircraft</p> <p>(4)</p> <p>The carrier must not deny boarding to a passenger who is already on board the aircraft, unless the denial is required for reasons of safety.</p>	Does CTA mean involuntary denied boarding? A passenger who has volunteered to give up a seat may have already boarded and would prefer to be denied boarding for compensation.
60	<p>Priority for boarding</p> <p>(5)</p> <p>When selecting passengers who will be denied boarding, the carrier must give priority for boarding to passengers in the following order:</p> <p>(a)</p> <p>an unaccompanied minor;</p> <p>(b)</p> <p>a person with a disability and their support person, service animal or emotional support animal, if any;</p> <p>(c)</p> <p>a passenger who is travelling with family members; and</p>	<p>5(b): Does this mean to say a person who has identified themselves as a person with a disability to the airline? Carriers will only know if the person provides notice to the carrier.</p> <p>5(c): for a passenger who identifies themselves as traveling with family members, as carriers may not know a family is traveling together unless the passenger provides notice.</p>

	<p>(d) a passenger to whom the carrier has previously denied boarding on the same itinerary.</p>	
60	<p>Information — delay, cancellation or denial of boarding 11 (1) In the case of a flight delay, flight cancellation or denial of boarding, the carrier that operates the flight must, without delay, provide the following information to each affected passenger using the passenger’s preferred electronic method of communication referred to in subsection (4)</p>	<p>Is this provision meant to exclude passengers that do not provide contact information or provide false/non-functioning contact information that carriers have no way of confirming?</p>
61	<p>Update every 30 minutes (3) The carrier must provide an update to each affected passenger using their preferred electronic method of communication every 30 minutes until (a) in the case of a delay, a new departure time for the flight is set; (b) alternate travel arrangements have been provided to the passenger undersection 13; or (c) the passenger requests a refund.</p>	<p>Is this provision meant to exclude passengers that do not provide contact information or provide false/non-functioning contact information that carriers have no way of confirming?</p>
63	<p>Eligible passengers (2) Subsection (1) applies in respect of (a) any passenger of a flight operated by the carrier that has been delayed or cancelled, unless they were informed of the delay or cancellation at least 12</p>	<p>Regarding paragraph 2(c) “on the same itinerary” does CTA mean itinerary provided by the same carrier? Carriers can have no idea that the pax is on a “connecting” flight operated by another carrier if purchased with and an itinerary is supplied by a ticket agent.</p>

	<p>hours before the departure time that is indicated for that flight on their ticket;</p> <p>(b)</p> <p>any passenger who has been denied boarding in respect of a flight operated by the carrier; and</p> <p>(c)</p> <p>any passenger who has missed a connecting flight as a result of a delay in respect of a prior flight operated by the carrier on the same itinerary.</p>	
64	<p>Period of entitlement</p> <p>(3)</p> <p>Subsection (1) applies during the following periods:</p> <p>(a)</p> <p>in the case of a passenger referred to in paragraph (2)(a) or (b), from two hours after the departure time that is indicated for the affected flight on the passenger's ticket until</p>	<p>Regarding paragraph 3(a) "departure time", does CTA mean scheduled departure time?</p>
64	<p>(b)</p> <p>in the case of a passenger referred to in paragraph (2)(c), from two hours after the passenger arrives at the transfer point for the missed connecting flight until the occurrence of the situation referred to in subparagraph (a)(ii) or (iii).</p>	<p>Regarding missed connection, confirm this only applies when the "connection" is provided by carriers that provide an itinerary through a commercial relationship or on the same carrier for entire itinerary. This does not apply to itineraries provided by ticket agents where the carriers have no idea there is a future "connecting" flight.</p>
65	<p>Alternate travel arrangements</p> <p>13 (1)</p> <p>A carrier must, unless the passenger has requested a refund to which they are entitled under section 14, provide the applicable alternate travel arrangements referred to in subsection (2) or (3), as the case may be, free of charge and without delay, to any passenger of a flight operated by the carrier if</p>	<p>Regarding paragraph 13(1)(b) "same itinerary", confirm, "same itinerary" applies to carrier supplied itinerary not ticket agent itinerary where carriers have no idea there is a connecting flight.</p>

	<p>(a) the flight is or is likely to be delayed by three hours or more from the departure time that is indicated for the flight on the passenger's ticket and the passenger requests alternate travel arrangements;</p> <p>(b) the flight is delayed and that delay has caused or is likely to cause the passenger to miss a connecting flight on the same itinerary;</p>	
72	<p>Form of compensation</p> <p>17</p> <p>Compensation under sections 15 and 16 must be provided in the form of money, unless</p>	<p>Does "money" mean cash/electronic cash transfer?</p>
75	<p>Proximity to parent or guardian or tutor</p> <p>22 (1)</p> <p>At the time that a reservation is made for a child under the age of 14 years who is travelling with a parent or a guardian or tutor, the carrier that issues the ticket must assign to the child at no additional charge a seat adjacent to the seat of at least one parent or guardian or tutor, unless there are no seats available to permit such an assignment.</p>	<p>Does this section apply to both carrier and ticket agent sales? How would this section apply to ticket agent sales?</p>
	<p>No adjacent seats available</p> <p>(2)</p> <p>If there are no seats available at the time of reservation to permit the assignment to the child of a seat adjacent to that of a parent or a guardian or tutor,</p>	<p>Does this section apply to both carrier and ticket agent sales? How would this section apply to ticket agent sales?</p>

Other Questions:

- Can CTA provide their reasoning/methodology used to arrive at the tenfold increase in assessable fees from \$25,000 to \$250,000?
- How does CTA plan to marry the proposed changes to APPR requiring carriers to investigate and respond to passengers with the separate CTA proposal to charge air carriers 750 CAD per complaint regardless of fault?