

Comments on proposed regulations published in Canada Gazette, Part I, Volume 158, Number 51: Regulations Amending the Air Passenger Protection Regulations

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Issues

There appears to be a misunderstanding by the CTA as to why they are receiving so many complaints referred to them and also having so many people avoiding them due to immense delays and perceived conflicts of interest. The 3 categories aren't the issue, it's the lack of transparency with the airlines. The category of delays for safety related reasons has become a loophole to avoid paying compensation. A passenger has very limited access to the information required to verify if a delay or cancellation is indeed for safety reasons, so the airlines are escalating the usage of this reason for delays/cancellations. I, as a passenger can't verify the excuse, and the airline, as the provider avoids paying compensation. With no accountability when using this excuse, it's a win-win for the airlines, and the APPR fails the very people it was intended to protect.

Background

"Exceptional Circumstances" becomes the new loophole for airlines to use to never provide compensation to disrupted passengers. Instead of closing the loophole, your proposal makes it bigger and defeats the entire purpose of the APPR. It's not about balance...it's about protecting passengers who spend money to travel and get left hanging when airlines cancel flights or excessively delay them, leaving passengers with no service that they've paid for and no penalty to the provider.

Objective

With these proposed amendments instead of aligning our compensation regulations closer to European, we've gone backwards and further away. You've created an even bigger loophole that would allow air carriers to avoid paying compensation to disrupted passengers in over 50-70% of the cases. That defeats the entire purpose of the APPR.

Description

The overly broad list of "exceptional circumstances" for cancellation/ delay that allows an airline to avoid responsibility via compensation defeats the entire purpose of the APPR. If I'm a person travelling, I've very likely also booked other plans, many of which have timelines or cancellation policies themselves. I've entered into a contract with the airline to provide me with transportation in return for monetary funds. The airline can renege on their end, with little to no accountability. Sure they can refund me, but that doesn't help me for all my other disrupted plans. They can rebook me, but where does that leave me if I've missed other plans and potentially had to pay penalties? I'm out more money, potentially receiving no service that I contracted for, and the airlines walk away unscathed. How does that reflect the intent of the APPR? It's called the Air PASSENGER Rights for a reason. I enter into a contract on good faith and the only obligation of the transportation company is communication? Sorry that doesn't work for me nor does it protect the passengers.

Regulatory development

So as a passenger entering into a contract for service with an airline, I do so in good faith and with the expectation of completion of service rendered in exchange for money. If the airline fails to meet their end of the contract due to ""exceptional circumstances"", the only obligation they would have to me is: communication, assistance within 72 hrs, and potential refund. Where does this help the passenger who has been hung out to dry? I'm out money, time, and potentially money over and above what I paid for the flight, and cancelled plans. I become the injured party and there is little to no consequence to the airline. Once again I will reiterate the name of these regulations are the Air PASSENGER Rights, not Air Carrier Rights. Sure the Burden of Proof has in theory moved to the airline, but how does that help me at the end of the day?

I'm travelling to catch a cruise, my flight gets cancelled or delayed to the point i miss my cruise...where is the accountability to the airlines to complete the contract of service or compensation for failure to do so?

Implementation compliance and enforcement and service standards

The above is a long winded and overly verbose explanation of how 70% of affected passengers are shit out of luck. They took their chances by entering into a good faith contract and when the other party fails to provide service at all or in a timely manner then it's too bad, so sad. Almost the entirety of these Regulations has changed the scales from the Passengers to the Airlines. The loopholes got bigger and the accountability got smaller. The ones is on the passenger to purchase expensive travel

insurance to cover the inadequacy of the Regulations and unreliability of Canadian Airline Operations. International flights fall under the Regulations from where they depart from.

These new Regulations do little to protect me. They limit the amount of complaints due to denied claims that the CTA receives, they limit the accountability of the airlines, and they leave the passengers hanging. Instead of shoring up loopholes that airlines have been using to avoid paying compensation, you've widened them. You haven't helped the passengers at all.
