

Submitted to the Canadian Transportation Agency (Form submission)

Subject: Consultation on proposed changes to strengthen the Air Passenger Protection Regulations

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I have attached my notes regarding the discussion paper. I approached the paper from my airline carrier position as a airports standards advisor who working closely with flight operations and operations control.

Thank you for the opportunity to contribute to the discussion.

Attachment:

Consultation Paper: **Proposed changes to clarify, simplify and strengthen the Air Passenger Protection Regulations**

1. Identifying the exceptional circumstances

Questions:

What are your views on the proposed criteria for exceptional circumstances?

I **disagree** with the 14 days or less before the departure time:

I **disagree** with using the term "event". "Event" is not a term I am familiar or associated with IATA Operational Safety Audit (IOSA) and opens a foray of further airline opportunity for abuse. Instead, I suggest using "irregularity".

I am **uncomfortable** with "airline took all reasonable measures" as doing nothing to keep revenue in check for the airline can be deemed a reasonable measure. "Reasonable measures" needs to be quantified.

I am **concerned** in a revised exception list that it is viewed as "non-exhaustive". Perhaps define it as "list for review in three years in necessary" to remove any debate.

Finally, there are too many terms for the common traveller to digest, i.e. "Exceptional Circumstance" (Note: "Circumstance" is not IOSA recognized). This paper also mentions "Event".

2. Airlines' responsibilities regarding claims for compensation

Exceptional circumstances could include:

Commented [C1]: 14 days can be a marketing hack to predatory price on a flight, taking capacity from a competing air carrier. Suggest three days or less speaks to operational irregularities versus a route deemed not profitable..

Commented [C2]: So there are disruptions, events and circumstances?
Would CTA consider "compensable irregularity"?
Also, I see later there is discussion re: a maximum two "circumstances apply".
I would clarify the primary (first) circumstance determines if it is exceptional or not. If it wasn't for the first irregularity, the second one may not have occurred.
Also, not clarifying an order allows an airline to exploit an exceptional circumstance (how insignificant it could be relative to the to the other) therefore not offering compensation.

- Security risks such as war, political instability, illegal acts, sabotage, and terrorism
- Weather or other atmospheric conditions, or natural disasters, that make it impossible to safely operate the flight
- Airport operational issues for which the airline is not responsible
- Hidden manufacturing defects that come to light and affect flight safety
- Health risks or medical emergencies on route that require a flight diversion or discovered shortly before flight departure that make it impossible to safely operate the flight
- Air traffic management restrictions, airspace closures, and airport closures
- An official NOTAM
- Orders or instructions from state, law enforcement agency, or airport security officials
- Labour disruptions at the airline or by essential air service providers like airport managers, air navigation personnel, or ground handlers

Commented [C3]: I would include bomb threat to aircraft or aerodrome for clarity. Bomb threat is a specific, targeted attack.

I don't see aerodrome safety risks included, for example a fuel leak or spill on the ramp.
Question: Does cyber sabotage need to be added?

Commented [C4]: Add: For qualified flight crew...

Commented [C5]: I am a tad confused.
A Notice to Air Missions (NOTAM) can include taxiway closures for construction or Instrumental Landing System (ILS) is offline. It does not warrant an irregularity and without clarity, it can be exploited. I suggest removing broad-based NOTAM, as a NOTAM does not equal an irregularity not worthy of compensation.

3. Rebooking and refunds

Proposed changes:

Specifically, it is proposed that:

If passengers' flights are cancelled or they are denied boarding, they can request a refund immediately.

For flight delays, passengers could choose a refund once the delay reaches 3 hours at departure.

During all such disruptions, the airline must provide information in a proactive and timely way (see Proposal 5, Communication). This information must include the passengers' right to rebooking or a refund and how to claim these.

Commented [C6]: I would separate this from flight cancelled.

Commented [C7]: Specify refund criteria for denied boarding.

Commented [C8]: Refund the return journey as well without penalty.

Commented [C9]: This reads as if the whole delay is online (same carrier) and PTP (point to point). I propose this statement consider nonstop, connecting online, connecting interline, transfer (meaning border online an interline) delays as well.

Commented [C10]: Disruption is not IOSA. Use irregularity terms please..

Annex A: Rebooking and refunds in APPR 2019

If the passenger chooses a refund and is no longer at their point of origin

If a passenger who chooses a refund is no longer at their point of origin (for example, is at a connecting point), and the travel no longer serves a purpose because of the delay or cancellation, then the airline (large or small) must return the passenger to that point of origin, free of charge, and refund the passenger's entire ticket.

Form of refund

Airlines must provide the refund to the person who originally purchased the ticket, using that person's original payment method (for example, a return on the person's credit card). The airline may offer the refund in another form (for example, travel vouchers), but only if:

- it does not expire;
- the airline informs the person in writing of the value of the ticket and their right to receive a refund in that amount by the original payment method; and

Commented [C11]: I am thinking this needs also specify the airline must cover and immediately voucher for food, hotel, ground transportation accommodations and special service request (SSR) accommodations so the passenger is not out of pocket. If the return flight is not immediately available.

Commented [C12]: Since so many bookings are made via third party channels, does this section need to specify for the passenger to contact their booking services for refund?

the person confirms in writing that they have been informed of their right to a refund by the original method of payment and instead have chosen the other form of refund.

The airline must provide the refund within 30 days, regardless of the refund format (for example, cash, credit, travel voucher, etc.).

Commented [C13]: For simplicity and clarity, would the passenger simply sign and date copy of the right to refund as an acknowledgment?

Commented [C14]: I am not sure an airline can promise the deliverable when it includes a third party booking agency. The airline or agency taking payment for travel is responsible for ensuring the transaction is completed within 30 days.