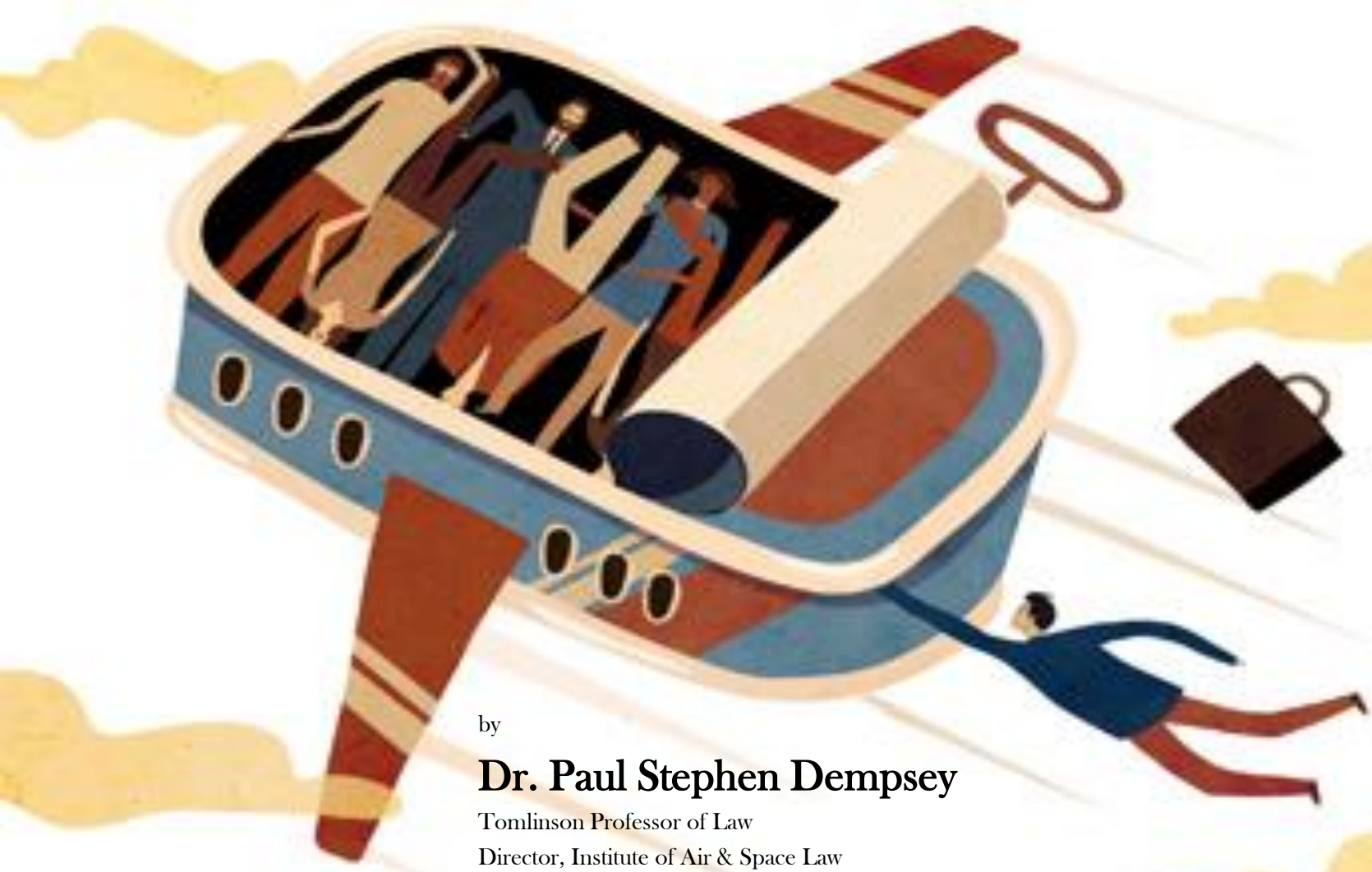
CONSUMER PROTECTION IN THE AIRLINE INDUSTRY



by

Dr. Paul Stephen Dempsey

Tomlinson Professor of Law

Director, Institute of Air & Space Law

McGill University

Consumer Protection: Four Means

1. Legislation
2. Regulation
3. Air Carrier Contracts of Carriage
4. Common Law

The Civil Aeronautics Board

- Prior to the Airline Deregulation Act of 1978, carriers filed their Contracts of Carriage in tariffs, which were reviewed by the CAB, and approved if “just and reasonable.”
- After deregulation, carrier Contracts of Carriage were no longer subjected to governmental review and approval.
- However, provisions in the carriers’ Contracts of Carriage were void if they conflicted with federal law or regulation.
- Prior to deregulation, the economic health of airlines was not as stressed. Load factors were lower, and carriers offered other carriers discounted fares if they needed to reaccommodate passengers stranded by delays or flight cancellations.
- After deregulation, load factors increased so there were fewer empty seats, and some carriers became less willing to accommodate passengers of other airlines.

CONTRACTS OF CARRIAGE

All other issues of carrier liability to consumers are governed by "Conditions of Contract for Carriage."

The passenger ticket or air waybill is a contract of carriage, which may incorporate by reference other binding provisions in its Tariffs so long as the ticket (or other travel documents) provides notice that it incorporates additional terms.

Such provisions may incorporate arbitrary unilateral terms governing such issues as delayed flights or missed connections. They may include legal limits on the carrier's liability, the time periods within which passengers must file a claim, the right of a carrier to change any terms of the contract, and rules concerning reservations, check-in times, and the kinds of property the carrier refuses to carry. These provisions may also include the application of the Warsaw or Montreal Convention's provision for liability for personal injury, baggage liability, refusal to carry or failure to perform service including schedule changes, substitution of alternative carriers, aircraft and re-routing, restrictions on refunds, monetary penalties, or the circumstances under which the carrier may raise the price.

Although most carriers will make efforts to compensate passengers for meals and overnight accommodations, where necessary, technically airlines are not liable for delays or misconnections caused by mechanical problems or weather.

Air carriers operating "large" aircraft must give notice of the terms of their contracts of carriage. The ticket or other written instrument which embodies the contract of carriage may incorporate the contract terms by reference (i.e., without stating their full text), but each air carrier must provide free of charge by mail or other delivery service to passengers, upon their request, a copy of the full text of its terms. Airlines must make the full text of the provisions available at the carrier's airport or ticket office, or by mail.

USDOT Restrictions on Air Carrier Contracts of Carriage

DOT has imposed rules upon air carrier contracts of carriage in only a few areas.

One is a prohibition against carrier limitation of a passenger's choice of forum. If a contract of carriage limits a passenger's freedom from bringing a claim in a court of his choice of competent jurisdiction ("including a court within the jurisdiction of the passenger's residence in the United States, provided that the carrier does business within that jurisdiction"), the carrier will be deemed to have committed a prohibited unfair and deceptive practice. Practically speaking, this applies only to U.S. carriers on domestic flights, as the venue and liability provisions of the Warsaw or Montreal Conventions would govern international flights.

Another is a requirement that the carrier's contract of carriage include a contingency plan for lengthy tarmac delays, and the carrier's customer service plan, and that its entire contract of carriage and updates thereto shall be posted on its Web site in an easily accessible format.


JANUARY 13, 1986
$1.95
TIME
TERRORISM
Targeting the Mass Murderers
FARE GAMES
Flying Has Never Been Cheaper
People Express Chairman Donald Burr


AUGUST 14, 1978
$1.00
TIME
Israel's Secret Arab Contacts
New Era in the Air
Cheap Fares, Crowded Flights

CAB Sunset

Of the estimated 209 CAB functions transferred to the United States Department of Transportation [USDOT] in 1985, several were directly concerned With consumer protection:

- 14 C.F.R. Part: 250, “Oversales;”
- 14 C.F.R. Part 252, “Smoking aboard aircraft;”
- 14 C.F.R. Part 253, “Notice of terms of contract of carriage;”
- 14 C.F.R. Part 374, “Implementation of the Consumer Credit Protection Act with respect to air carriers and foreign air carriers;”
- 14 C.F.R. Part 379, “Nondiscrimination in federally assisted programs of the Board—Effectuation of Title VI of the Civil Rights Act of 1964;”
- 14 C.F.R. Part 382, “Nondiscrimination on the basis of handicap;”
- 14 C.F.R. Part 254, “Domestic baggage liability;” and
- 14 C.F.R. Part 205, “Aircraft Accident Liability Insurance.”

UNFAIR AND DECEPTIVE PRACTICES
49 U.S.C. § 41712

Upon a finding that the public interest so requires, the USDOT has broad power to prohibit unfair or deceptive practices or unfair methods of competition.

Federal regulations govern an array of consumer abuses, including false and misleading advertising, overbooking and denied boarding compensation, lost and damaged baggage, access for persons with disabilities, smoking aboard aircraft, gambling, code-sharing, and computer reservation system display bias.

Penalties

- USDOT can impose civil penalties against large airlines in the amount of $27,500 per violation.
- In 2012, it issued 49 consent orders and assessed $3.6 million against airlines.

NAAG Guidelines

In 1987, the National Association of Attorneys General [NAAG] adopted detailed comprehensive guidelines for advertising and marketing practices in the airline industry. They required:

- restrictions on promotional fares be in legible type;
- round-trip purchase requirements be “clear and conspicuous” and include the round-trip price;
- any “sale” or “discount” fares actually represent “a true savings over regularly available air fares”;
- any advertised fare “be available in sufficient quantity so as to meet reasonably foreseeable demand”;

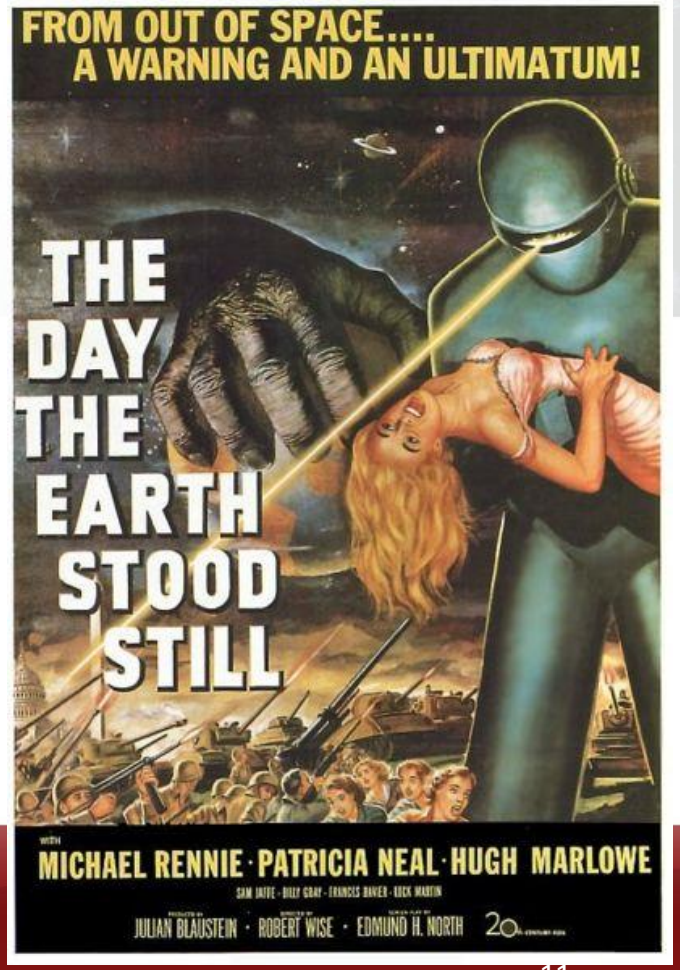
to curtail the practice of “bait and switch”; and

- restrictive changes in the frequent flyer programs be adopted prospectively only.

FEDERAL PREEMPTION OF STATE REGULATION OF RATES, ROUTES AND SERVICES

The Airline Deregulation Act of 1978: "[A] state . . . may not enact or enforce a law, regulation, or other provision having the force and effect of law related to a price, route, or service of an air carrier. . . ."

However, the Airline Deregulation Act left untouched the general remedies savings clause in the Federal Aviation Act: "Nothing contained in this chapter shall in any way abridge or alter the remedies now existing at common law or by statute . . . ."



Morales v. Trans World Airlines

The US Supreme Court held that the NAAG guidelines were preempted by the Airline Deregulation Act. State truth-in-advertising regulations may not be enforced against airlines.

The phrase "related to a price, route or service," was given broad construction, as if it read "if it has a connection with or reference to."

State law is "related to" rates, routes or services if it has a connection with them, but "some state actions may affect [airline rates, routes and services] in too tenuous, remote, or peripheral a manner" to have a preemptive effect.

Requiring that advertised fares be available to meet reasonably foreseeable demand "would have a significant impact upon the airlines' ability to market their product, and hence a significant impact on the fares they charge."

The US Supreme Court explicitly did not "address whether state regulation of the nonprice aspects of fare advertising (for example, state laws preventing obscene depictions) would similarly 'relat[e] to' rates."

The court also insisted that its decision would not give the airlines "carte blanche to lie and deceive consumers; the USDOT retains the power to prohibit advertisements which in its opinion do not further competitive pricing."

American Airlines v. Wolens

A class action suit was brought against American Airlines under both an Illinois consumer fraud statute and a common law breach of contract claim on grounds that American unilaterally and retroactively imposed restrictions on redemption of frequent flyer mileage award travel (specifically, capacity controls and blackout dates).

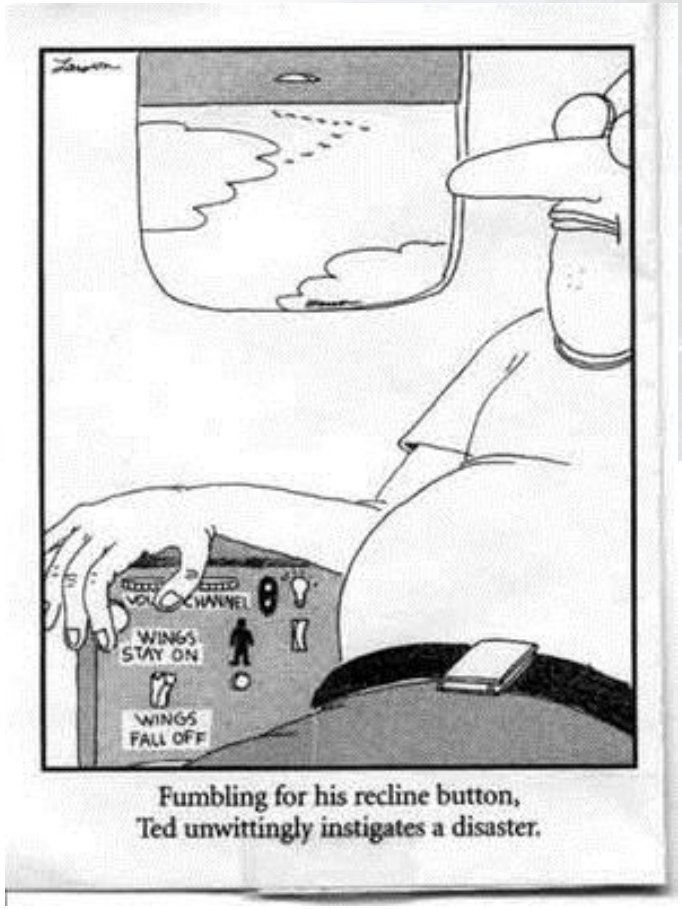
The court found the statutory claim to be preempted by the Airline Deregulation Act, but did not read the preemption clause "to shelter airlines from suits alleging no violations of state-imposed obligations, but seeking recovery for the airline's alleged breach of its own, self-imposed undertakings." [i.e., breach of contract].

The court found that "[m]arket efficiency requires effective means to enforce private agreements."

Thus, a state consumer protection or anti-fraud statute or regulation is preempted by the Airline Deregulation Act; a state common law cause of action in tort or contract apparently is not.

Northwest Airlines v. Ginsberg

- Northwest Airlines terminated Ginsberg's frequent flyer membership, whose terms allowed for unilateral termination at the airline's sole discretion if it believed the passenger abused the program.
- The 9th Circuit Court of Appeals held that a claim for breach of the common law implied covenant of good faith and fair dealing is not preempted by the Airline Deregulation Act. Northwest argued this would extend the carrier's obligations beyond its "self-imposed undertakings" of Wohlens, and would violate the preemption provision of the ADA.
- The US Supreme Court granted certiorari in 2013, and heard oral argument in 2014.



The Politics of Consumer Protection

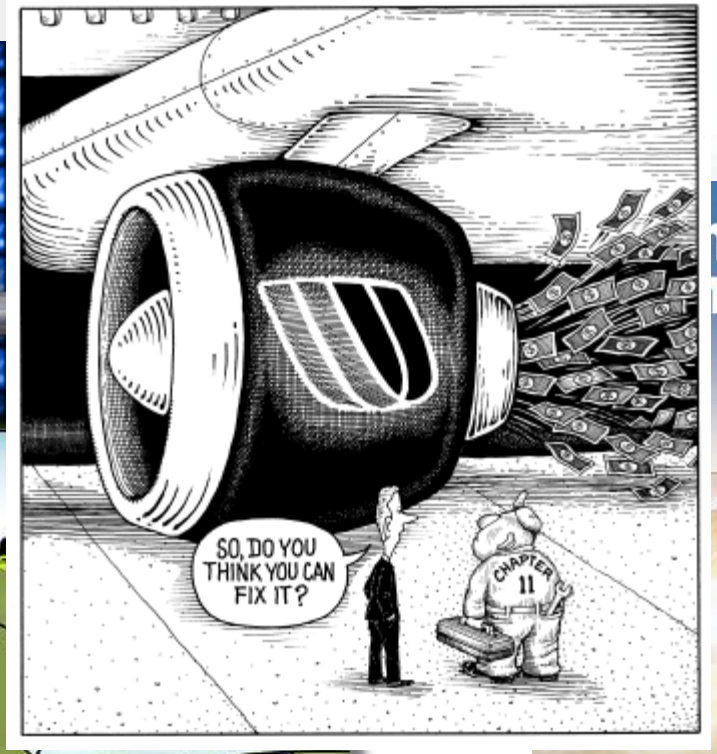
On several occasions, state and federal legislatures proposed consumer protection legislation. The first Congressional bill was introduced in 1989.

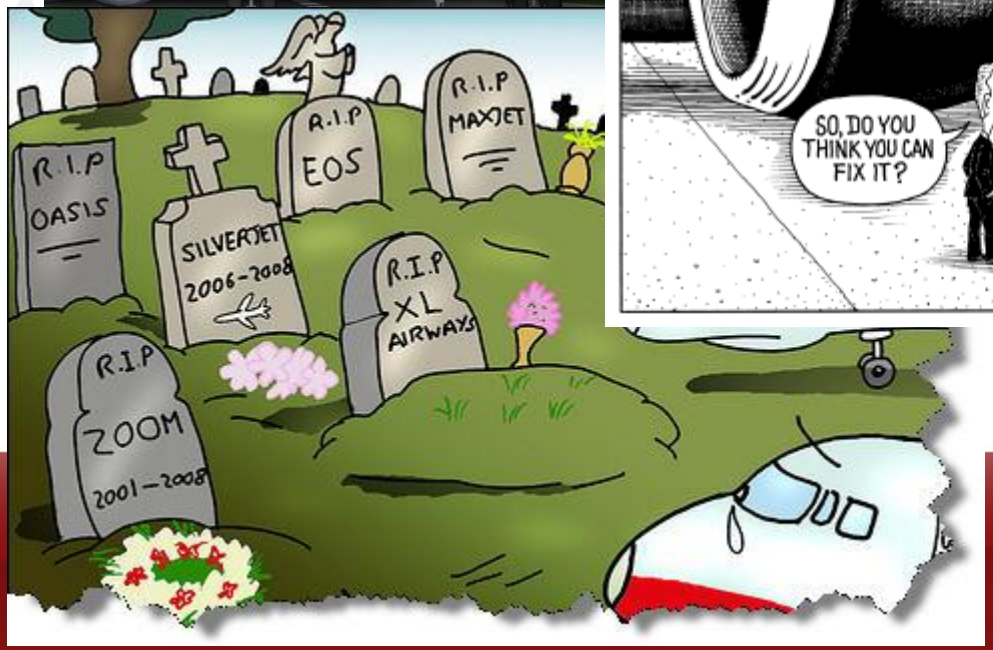
These efforts were opposed by the airline industry, which attempted to derail further legislative initiatives with its own Airline Customer Service Commitment of 1999.

As US airlines incurred billions of dollars of losses, labor/management relations soured, and service declined. Airlines became more adept at disaggregating the fare from auxiliary services, stripping down the product to the short term rental of a seat and a seat belt. Consumer dissatisfaction grew.

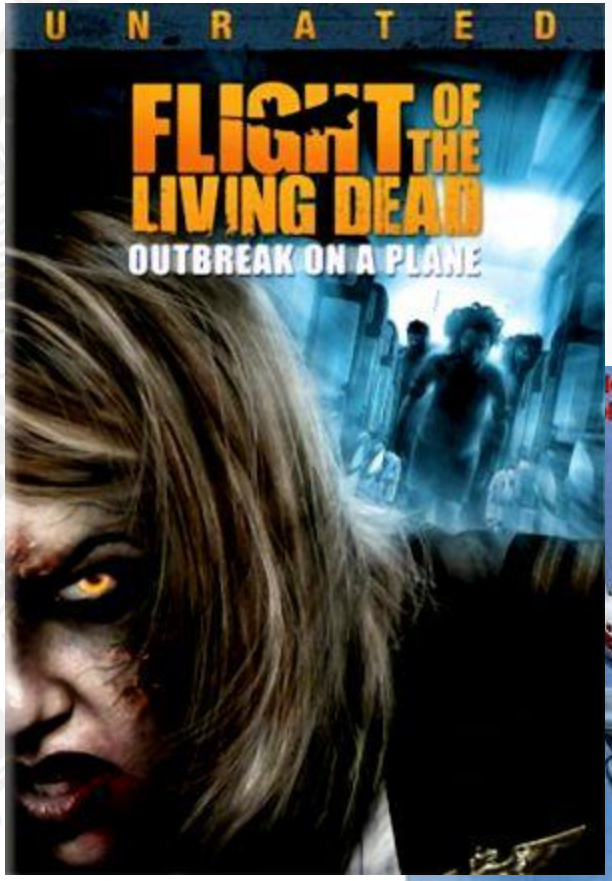
Though USDOT staff had drafted regulatory remedies for consumer abuse, these proposals were bottled up until the Obama Administration. Finally, the USDOT promulgated more meaningful regulations in the 2010-2012 period.

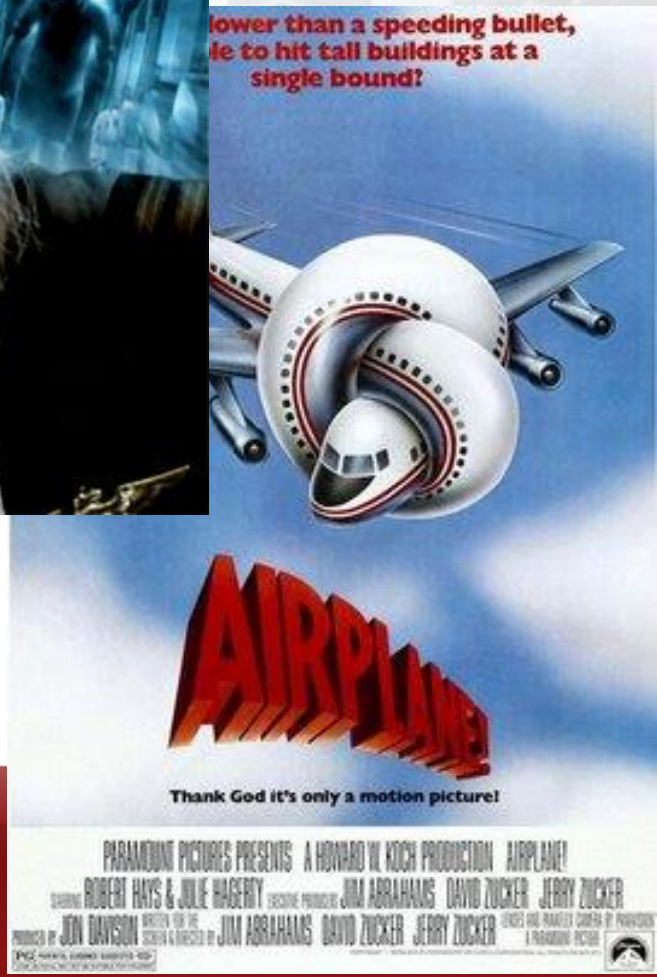
Bankruptcies and mergers caused service disruptions, mishandled baggage, overbooked aircraft, lost reservations and other consumer inconveniences.






Sit back. Relax.
Enjoy the fright.
SAMUEL L. JACKSON
SNAKES ON A PLANE
08.18.06
www.SnakesOnAPlane.com


UNRATED
FLIGHT OF THE LIVING DEAD
OUTBREAK ON A PLANE


lower than a speeding bullet,
le to hit tall buildings at a
single bound?
AIRPLANE
Thank God it's only a motion picture!
PARAMOUNT PICTURES PRESENTS A HOWARD W. KOCH PRODUCTION AIRPLANE!
ROBERT HAYS & JULIE HAGERTY
JIM ABRAHAMS DAVID ZUCKER JERRY ZUCKER
JON DAVISON
JIM ABRAHAMS DAVID ZUCKER JERRY ZUCKER

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Since deregulation, the airline industry has been "underwater" financially … unable to earn a reasonable return on investment.

Cost-based pricing has become price-based costing.


WELCOME ABOARD
WHOCARES AIR
Now with more of less!
FOR OUR BEVERAGE SERVICE, WE'RE PASSING AROUND THE CAPTAIN'S BOTTLE OF BOURBON.
NO MOVIES, FOLKS. INSTEAD, LET ME ENTERTAIN YOU! A GUY WALKS INTO A BAR WITH A PARROT...
MY MOM'S LEFTOVER POT ROAST. ENJOY!
THIS IS OUR NEW LAP CLASS.
HOO GIVES A HOOT!

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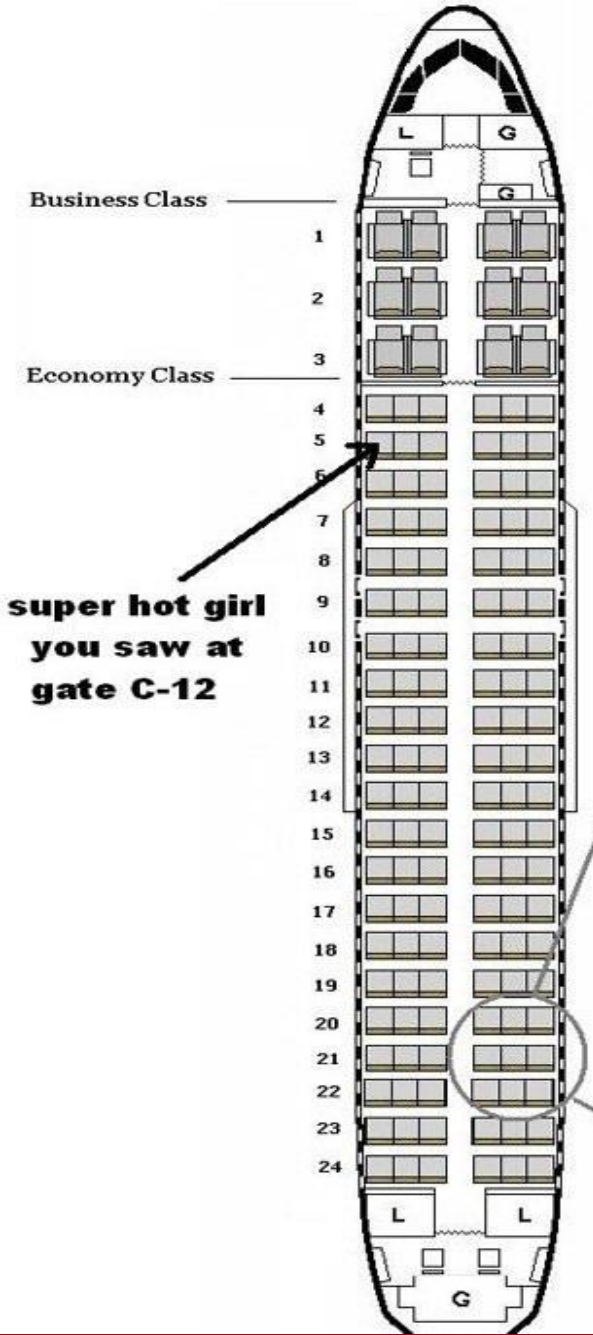
you're driving me nuts

AIRPLANE SEATING DIAGRAM



old lady traveling with yappy dog	guy who immediately reclines all the way	mother nursing a screaming baby
foreigner who hasn't discovered bathing yet	★ YOU	fat guy spilling over into your seat
young mother with no control of her kids	toddler kicking your seat	toddler's big brother trying to annoy him

Airlines increasingly look for ways to cut costs.

"For the last time, sir, we'll be serving peanuts *shortly*."

RYANAIR
THE LOW FARES AIRLINE

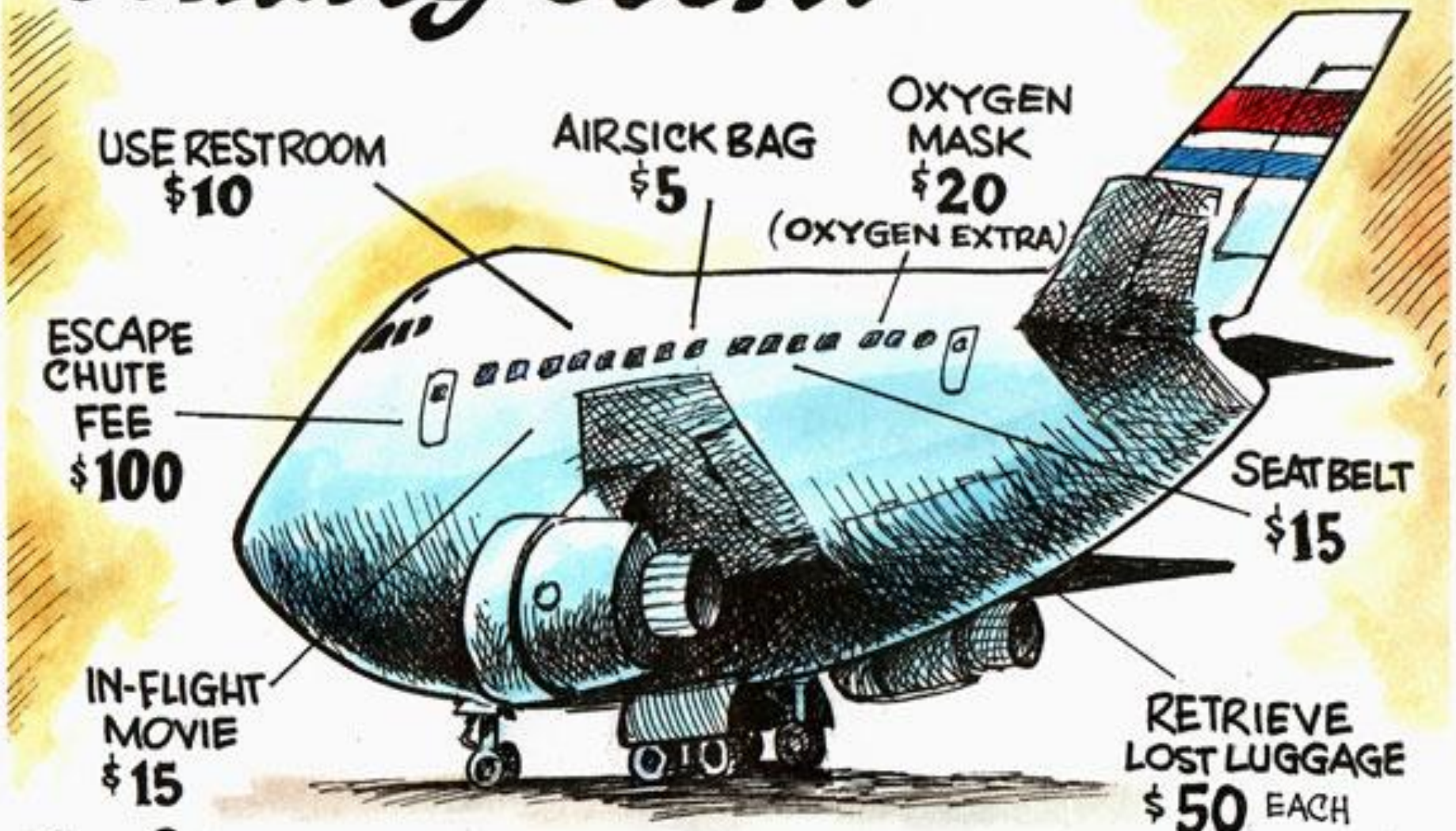
Boeing 737-800

Yours to read for just £2.50

In case of pressure loss, insert £1 into slot to release oxygen mask. Secure your own mask, but do not help others. They must pay for it themselves.

If the plane has to land in an emergency, insert your card into the chip and pin device. When the transaction is complete, exit the aircraft. A member of crew will be on hand to collect your £25 emergency disembarkation fee.

Coming soon!

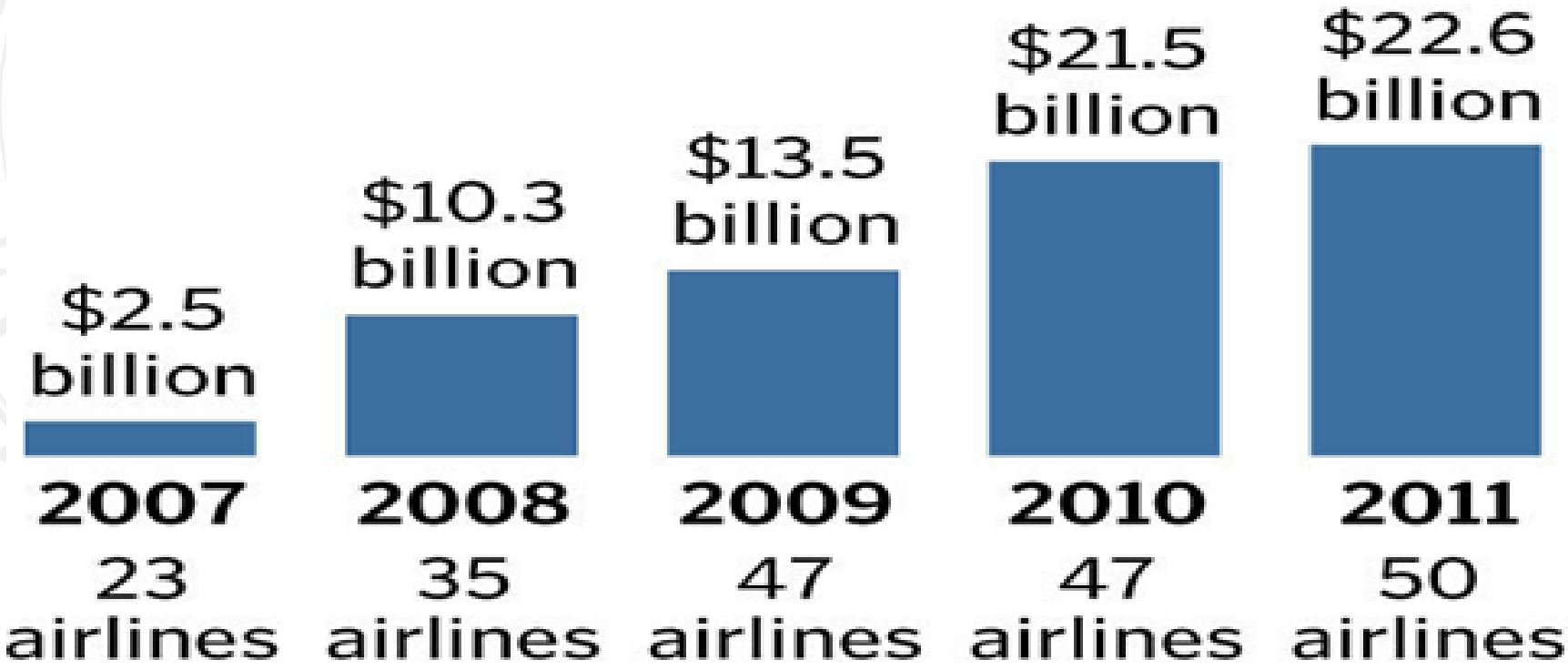


SOARING PRICES: THE INFLIGHT MARK-UP

	bmibaby	easyJet	Flybe	Monarch	Ryanair	Supermarket
Sandwich (with meat filling)	£3.50	£3.50	£3.75	£3.50	£4.20	£1.80
Pringles (mini size)	£1.20	£1.50	£1.10	£1.25	£1.85	54p
Cup of coffee	£1.80	£1.80	£2.00	£1.80	£2.50	20p
Sparkling water (50cl)	£0.80	£1.50	£1.60	£0.80	£2.50	34p
Red wine (18.7/18.75cl)	£3.20	£3.20	£3.50	£3.25	£5.00	£1.99
Totals	**£10.50**	**£11.50**	**£11.95**	**£10.60**	**£16.05**	**£4.87**

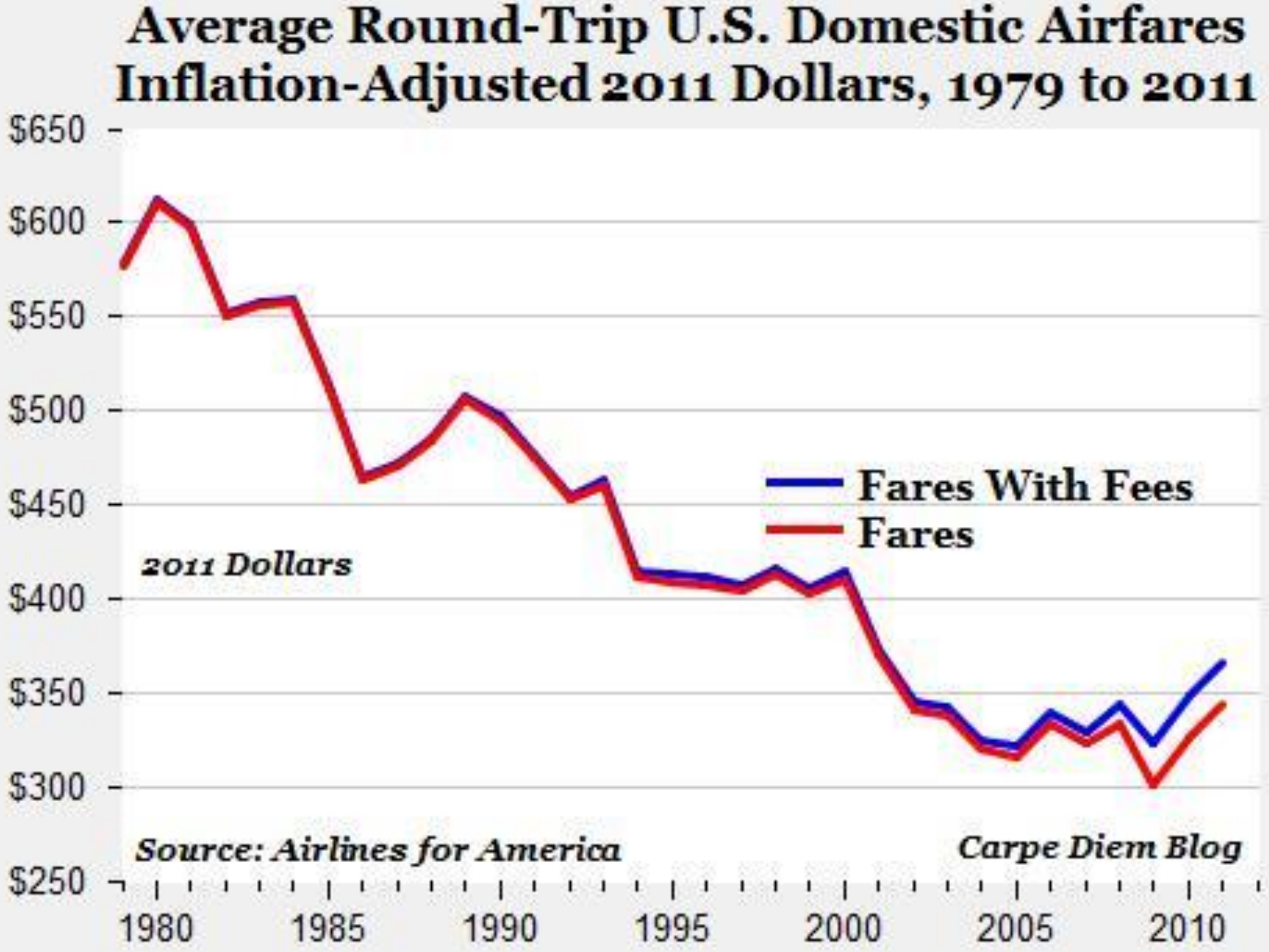
Source: Which?

Airlines raking in more than $22.6 billion in fees



SOURCE: IdeaWorks

THE PLAIN DEALER


Average Round-Trip U.S. Domestic Airfares
Inflation-Adjusted 2011 Dollars, 1979 to 2011
$650
$600
$550
$500
$450
$400
$350
$300
$250
2011 Dollars
Fares With Fees
Fares
Source: Airlines for America
Carpe Diem Blog
1980
1985
1990
1995
2000
2005
2010

FALSE AND MISLEADING ADVERTISING: Full Fare Quotation

Effective 2012, USDOT regulations require:

- The consumer must be advised of the **full price** to be paid for air transportation, inclusive of all taxes, fees, and charges, at the first point he is presented with a price.
- The carrier may advise the consumer of **separate charges** within the total price in the fine print or on web page "pop ups" that are presented with the full fare. The disclosure must accurately distinguish between government taxes, fees, and charges and carrier-imposed fees (e.g., fuel surcharges). Such carrier charges must accurately reflect the actual costs thereof.
- Carriers also may not include an **"opt-out"** provision for optional services. Instead, customers must affirmatively "opt-in" to purchase auxiliary services before a fee for such services is added to the total price for the transportation. Any additional fees for such services (e.g., charges for carry-on or checked luggage, seat selection, beverages, snacks, meals, or preferential seating) must be promptly and prominently disclosed on the carrier's web site.

14 CFR § 399.84(c).
14 CFR § 399.85.

FALSE AND MISLEADING ADVERTISING: Round-trip purchase requirements

DOT enforcement practices allow advertising of each-way fares conditioned on round-trip purchase, so long as seats at such prices are available in reasonable quantity, and the round-trip condition is prominently (i.e., the text print must be large enough to alert a reader of the actual fare), and proximately (i.e., the text must be located close to the fare) disclosed with the fare.

Carriers may only advertise a “one way” airfare that is actually available without a round-trip purchase.

Erroneous Fares: Strict Liability

- 2009: British Airways lists a fare from US to India for $40;
- 2012: one way first class fare listed for $125; it went viral over the internet; 1,000 sales before de-listed;
- DOT rules prohibit post-purchase price increases, potentially subjecting airlines to civil penalties of $27,500 per incident.

Spirit Annoys DOT With New Fee
Charge For Costs Of New DOT Rule Draws Response

USA Today:

"Spirit Airlines has ticked off Transportation Secretary Ray LaHood by itemizing the estimated cost of new consumer protection rules recently imposed by the department. It's even calling the $2/ticket surcharge the "Department of Transportation's unintended consequences" fee.

"At issue is DOT's rule allowing passengers to change their minds within 24 hours of booking a flight without paying a penalty. When seats held for passengers who change their minds cannot be resold, planes fly with fewer seats occupied, raising the per-passenger costs for the airlines.

"While other airlines may absorb the costs into their base fares, that would be very conspicuous for Spirit, which has fares as low as $9. The company has staked out a position in the market which shifts as many optional costs as possible into a la carte fees to keep base fares low, even charging an added fee for carry-on bags.

"LaHood isn't pleased with the cheeky itemization of the costs of his new rule, saying, 'Rather than coming up with new and unnecessary fees to charge their customers, airlines should focus on providing fair and transparent service — that's what our common-sense rules are designed to ensure.'"

EU ADVERTISING RULES

In 2008, the EU adopted Regulation 1008/08 which provides for non-discriminatory and transparency in airline pricing.

The regulation applies to airlines, travel agents, tour operators, and other air fare sellers.

Air transport pricing may not discriminate between the place of residence or nationality of the passengers, or the place or establishment of the travel agent.

The final price quoted or advertised must include all applicable fares, charges, fees and taxes, though charges included in the total price may be identified separately.

Any supplemental charges for services must be communicated in a clear, transparent and unambiguous way at the beginning of the booking process, and may be imposed only on an "opt-in" basis.

Lufthansa poster from the 1930s.

Canadian Advertising Regulations

ATR subsection 135.8(1):

Any person who advertises the price of an air service must include in the advertisement the following information:

1. The total price, inclusive of all taxes, fees and charges, that a consumer must pay to the advertiser to obtain the air service;
2. The price must always be in Canadian dollars; however, it may also be expressed in another clearly identified currency;
3. The point of origin and point of destination of the air service. The Agency is considers that an advertisement must clearly indicate the cities between which the advertised air service is applicable.
4. An indication of whether the advertised price is for one-way (a trip from one place to another in one direction), round trip (a trip from one place to another and back, usually over the same route) or each way (one leg of a round-trip) travel.
5. Any limitations on the period during which the advertised price will be offered and any limitation on the period for which the service will be provided at the price advertised (for example, the start and/or end date applicable to the availability period for the advertised price).
6. The proper name and amount of each tax, fee or charge relating to the air service that is a third party charge;
7. Any published tax, fee or charge related to air services that is not collected by the advertiser but must be paid at a departure, in-transit or arrival point in order for the consumer to travel. The advertiser, based on a review of published sources of information, must, at a minimum, indicate the name of such charges in the advertisement; and,
8. Each optional service offered for which a fee or charge is payable and its total price or range of total prices. An optional service generally refers to an option, service or amenity offered by an advertiser that can be selected by the consumer and that is supplemental to the services included in the advertised total price of the air service. The consumer is not obligated to purchase the optional service to complete their travel. …

Code Sharing

The term "code" refers to the identifier used in flight schedule, generally the 2-character IATA carrier designator code and flight number. Thus, XX123, flight 123 operated by the airline XX, might also be sold by airline YY as YY3456 and by airline ZZ as ZZ9876. Each would (falsely) list the flight as its own.

"Code sharing is unnecessary for, indeed irrelevant to, any legitimate purpose or actual service. Code sharing doesn't enable an airline to fly to any more places. It just enables the airline to mislead travellers into thinking that they fly to places they don't. I call that fraud."

Edward Hasbrouck,
author of "The Practical Nomad"

Code Sharing

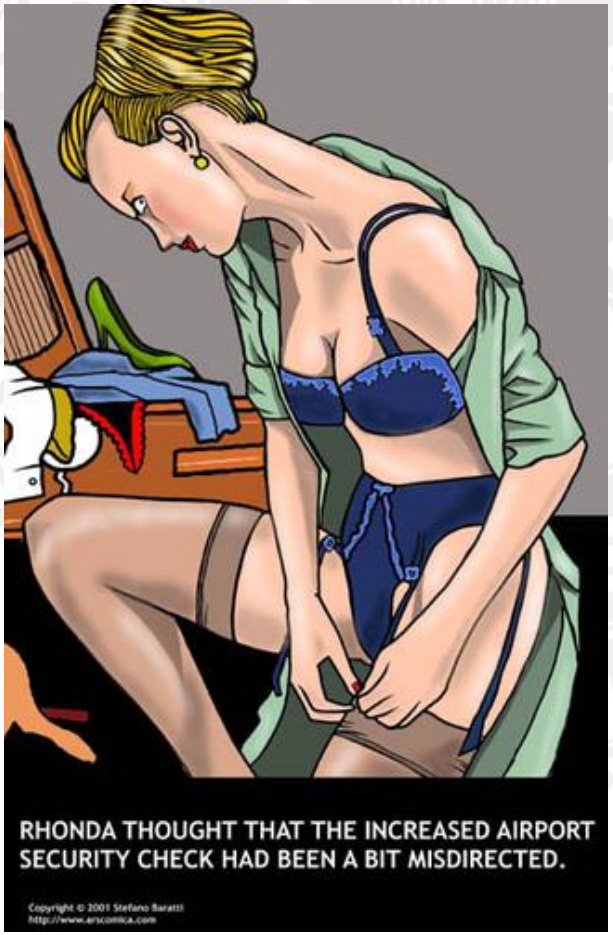
Professor Regas Doganis: "there can be little doubt that airline executives see alliances, especially when they involve code-sharing and capacity rationalisation, as a way of reducing or limiting competition."

Consumer Reports: code-sharing is a "predatory weapon."

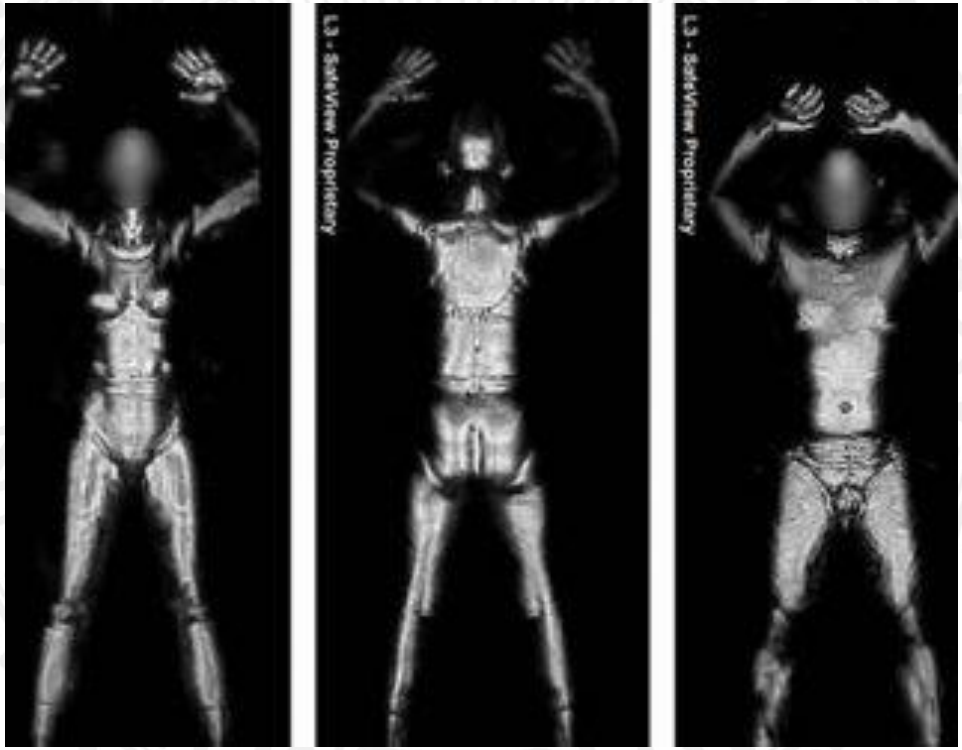
Code sharing has been widely approved by USDOT in international aviation. Since 1999, air carriers and travel agents have been required to inform ticket purchasers of the true identity of the carrier actual providing the underlying service under code sharing or long-term wet leases. As an example, the rules provide a model written notification: "Important Notice: Service between XYZ City and ABC City will be operated by Jane Doe Airlines d/b/a QRS Express."

14 CFR Part 257. 64 Fed. Reg. 12838 (Mar. 15, 1999).


IF THE AIRLINE LOSES YOUR LUGGAGE, YOUR FEE SHOULD BE REFUNDED...
IF YOUR FLIGHT IS OVERSOLD, YOU SHOULD BE WELL COMPENSATED...
THE TIMES-PICAYUNE
SKELLY
AIRLINE PASSENGERS DESERVE TO BE TREATED WITH RESPECT!
NOW, WE'LL JUST CHECK YOUR CROTCH AND YOU CAN GO.
TSA


RHONDA THOUGHT THAT THE INCREASED AIRPORT SECURITY CHECK HAD BEEN A BIT MISDIRECTED.
Copyright © 2001 Stefano Baratti
http://www.arscomica.com


AIRPORT SECURITY
TORONTO STAR


L3 - SafeView Proprietary
L3 - SafeView Proprietary


U.S. DEPARTMENT OF
TSA
PAT-DOWNS
HOMELAND SECURITY
San Diego Union-Tribune

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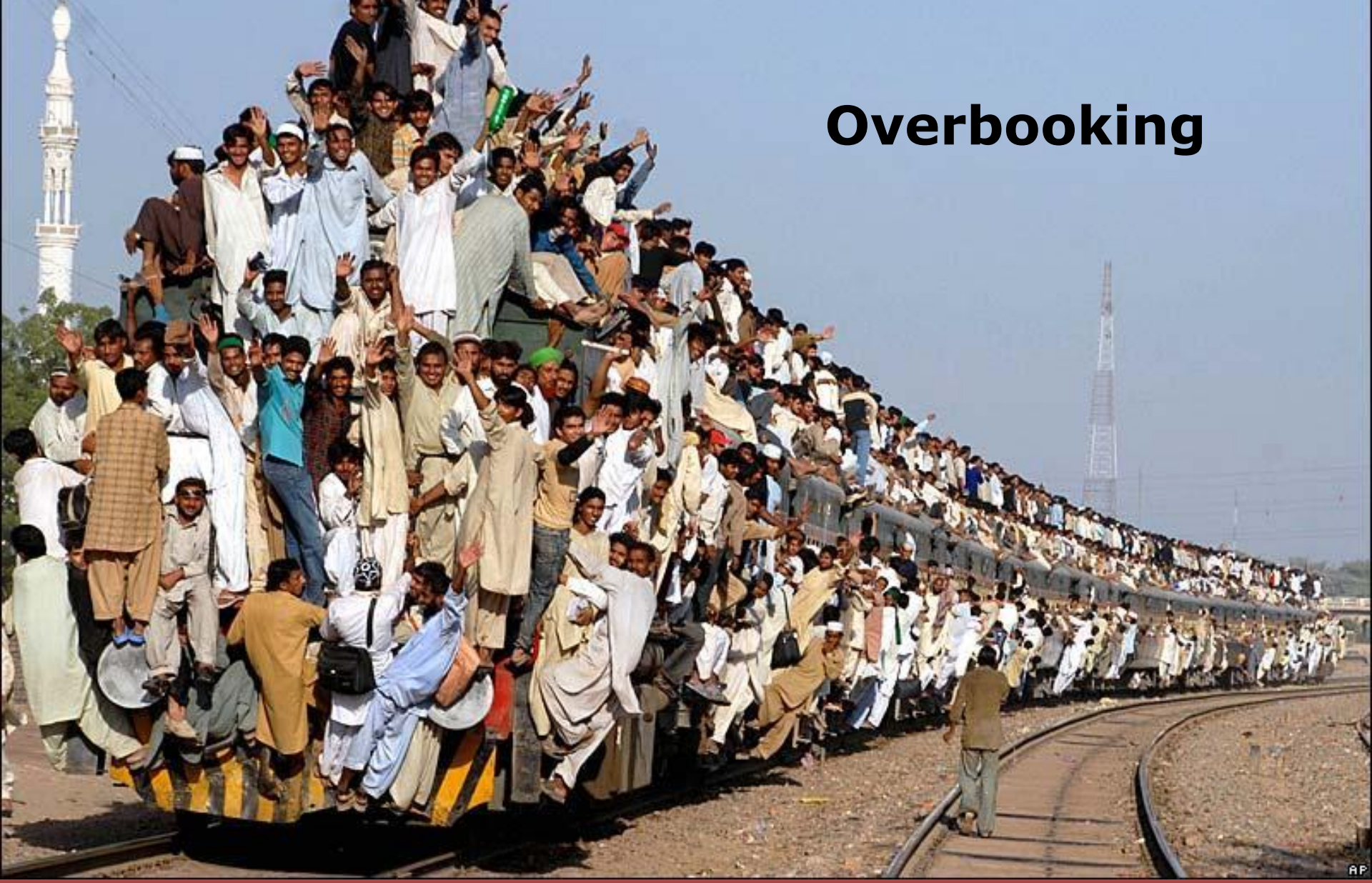
2010 Homeland Security Statistics from Airport Screenings

Terrorist Plots Discovered	0
Transvestites	133
Hernias	1,485
Hemorrhoid Cases	3,172
Enlarged Prostates	8,249
Breast Implants	59,350
Natural Blondes	3

Overbooking



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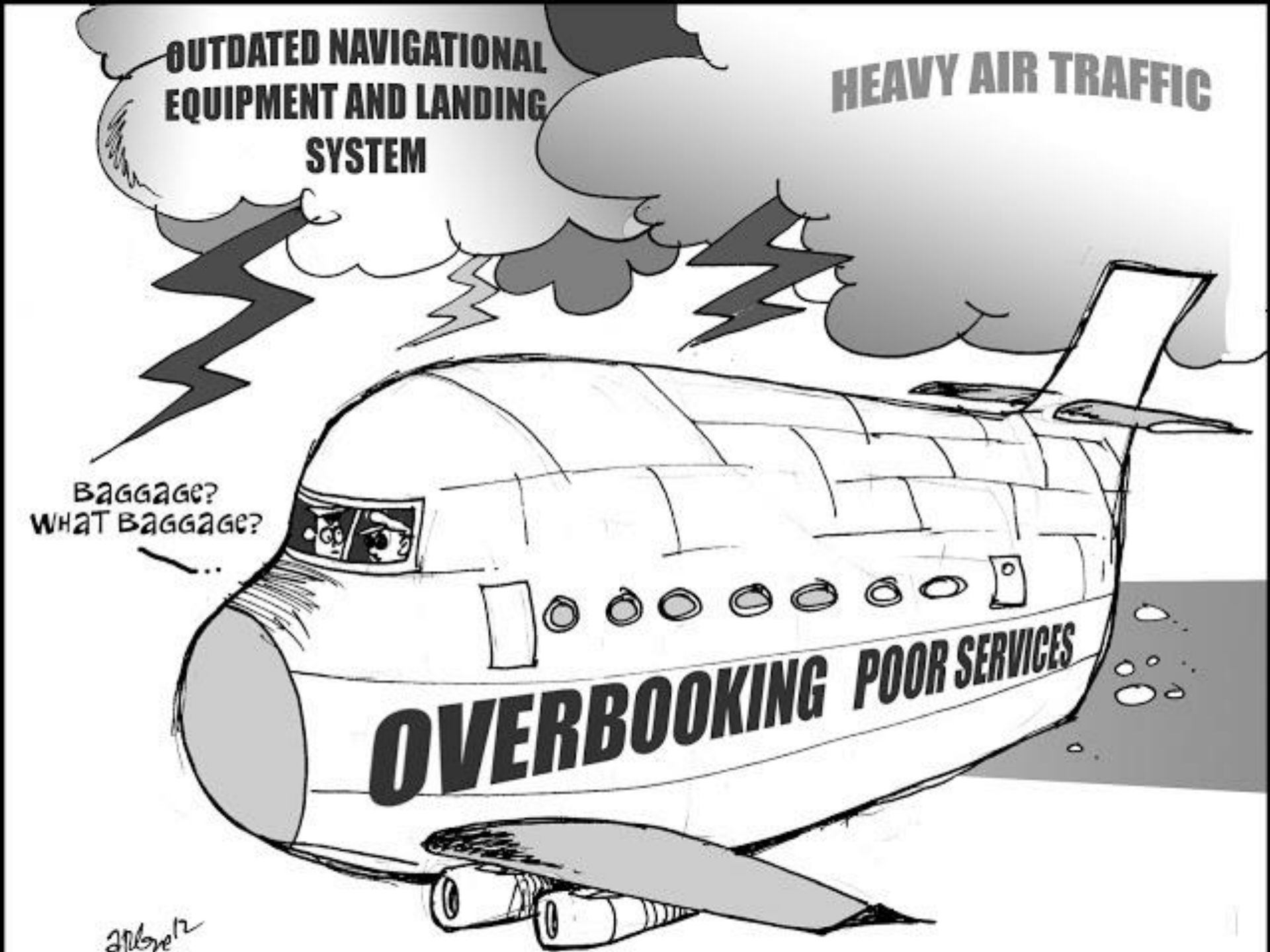
OUTDATED NAVIGATIONAL EQUIPMENT AND LANDING SYSTEM
HEAVY AIR TRAFFIC
BAGGAGE? WHAT BAGGAGE? ...
OVERBOOKING
POOR SERVICES

Nader v. Allegheny Airlines

426 U.S. 290 (1976)

- Consumer activist Ralph Nader booked a confirmed reservation on an Allegheny Airlines flight from Washington, DC, to Hartford, Connecticut.
- Allegheny had overbooked the flight, and Nader was denied boarding.
- Nader refused the compensation offered and brought a common law suit for fraudulent misrepresentation.
- The Court of Appeals dismissed Nader's claim for punitive damages on grounds that Nader was an informed consumer, and therefore not misled.
- The US Supreme Court held that a common law action may proceed irrespective of the CAB's views as to whether deliberate overbooking violated the statute's prohibition against unfair and deceptive practices.

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Compensation to Passengers Denied Boarding Involuntarily

In the 1960s, the U.S. Civil Aeronautics Board (CAB) adopted regulations addressing the practice of “overbooking”, whereby air carriers sell more than the number of available seats on a flight (oversales).

The U.S. Supreme Court has observed that overbooking is a “common industry practice, designed to ensure that each flight leaves with as few empty seats as possible”.

This practice was motivated, in part, by “no-shows” - the tendency of some travelers to book a reservation but not actually board the aircraft.

The regulations attempted to reduce the number of passengers involuntarily “bumped” (denied boarding) without interfering unduly with carrier marketing and sales practices.

These rules were amended by the CAB in 1978 and 1982, and by USDOT (the successor agency to the CAB), in 2008, and again in 2011.

See Paul Stephen Dempsey & William Thoms, *Law and Economic Regulation in Transportation* (Quorum Books, 1986) at 268-73.

Nader v. Allegheny Airlines, 426 U.S. 290, 293 (1976).

Oversales Regulations

Apply to carriers operating in domestic and foreign air transport (if the segment originates in the United States) with aircraft having a capacity of 30 or more passengers. The rules have three essential features:

1. If a flight is oversold, the airline must first seek volunteers who are willing to relinquish their seats in exchange for whatever compensation the airline may offer (typically discounts on future ticket purchases or coupons for free flights).
2. If an insufficient number of passengers volunteer to surrender their seats, the airline must employ non-discriminatory means (written "boarding priority rules") to determine who will be involuntarily bumped.
3. An involuntarily bumped passenger may be eligible for denied boarding compensation depending on the price of the ticket and length of the delay. If the carrier can arrange alternative air transportation to get the passenger to his destination within one hour of the scheduled arrival time of the oversold flight, no compensation is required.

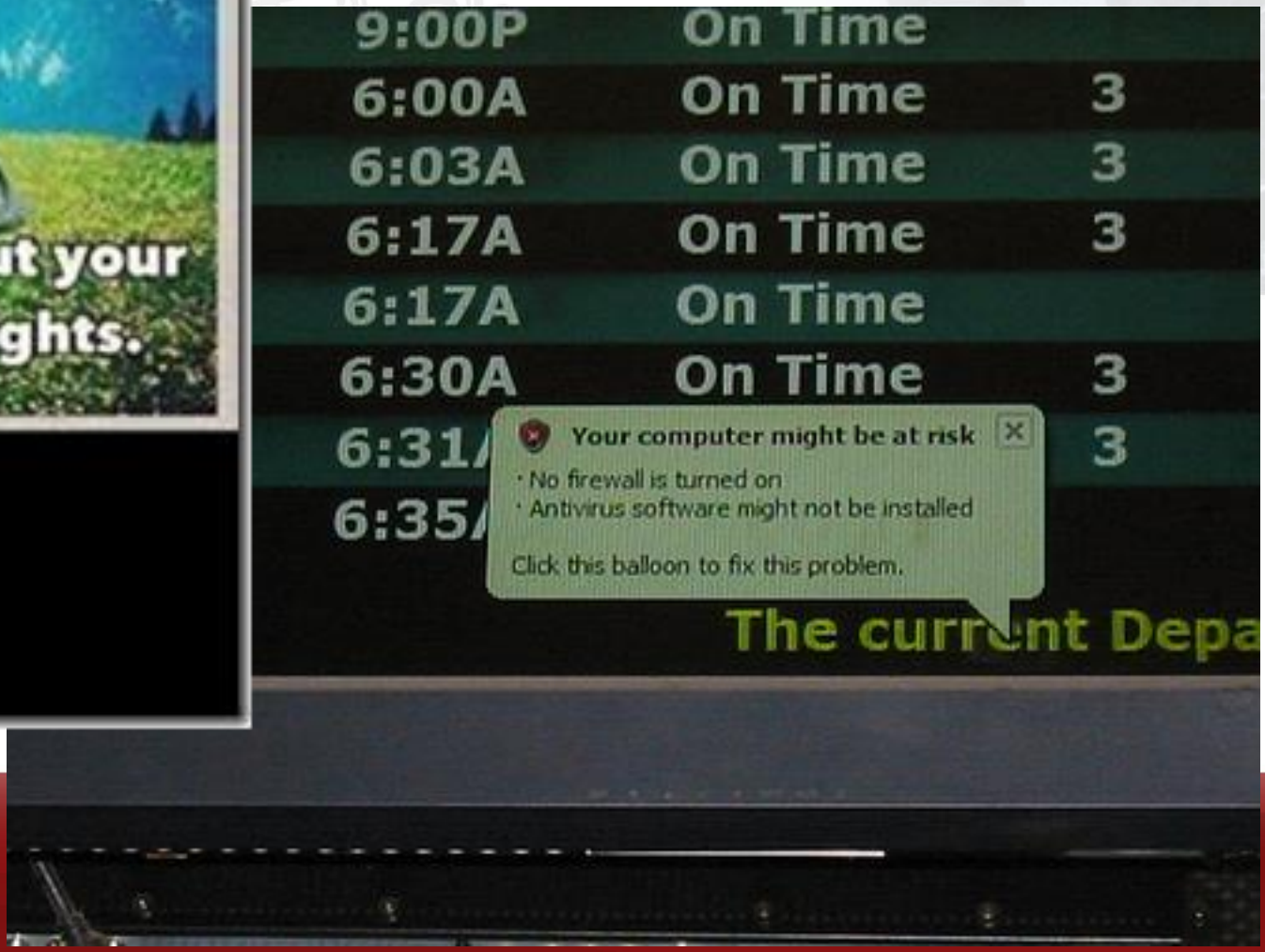
PAYMENTS REQUIRED FOR DENIED BOARDING COMPENSATION

Arrival Delay	Before August 23, 2011	After August 23, 2011
0-1 hours	No Compensation	No compensation
1-2 hours (domestic) 1-4 hours (international)	100% of one-way fare up to $400	200% of one-way fare up to $650
Over 2 hours (domestic) Over 4 hours (international)	200% of one-way fare up to $800	400% of one-way fare up to $1,300

Adjusted every two years based on CPI.

McGill


THIS IS ME,
Not caring about your connecting flights.


9:00P On Time
6:00A On Time 3
6:03A On Time 3
6:17A On Time 3
6:17A On Time
6:30A On Time 3
6:31 3
6:35
Your computer might be at risk
· No firewall is turned on
· Antivirus software might not be installed
Click this balloon to fix this problem.
The current Depa

INELIGIBILITY FOR DENIED BOARDING COMPENSATION

A passenger denied boarding involuntarily from an oversold flight is not eligible for denied boarding compensation if:

the passenger does not comply fully with the carrier's contract of carriage or tariff provisions regarding ticketing, reconfirmation, check in, and acceptability for transportation; thus, if the passenger arrives late, or is visibly intoxicated, he may be denied boarding and denied compensation as well;

the flight for which the passenger holds confirmed reserved space is unable to accommodate that passenger because of flight cancellation or substitution of equipment of lesser capacity when required by operational or safety reasons;

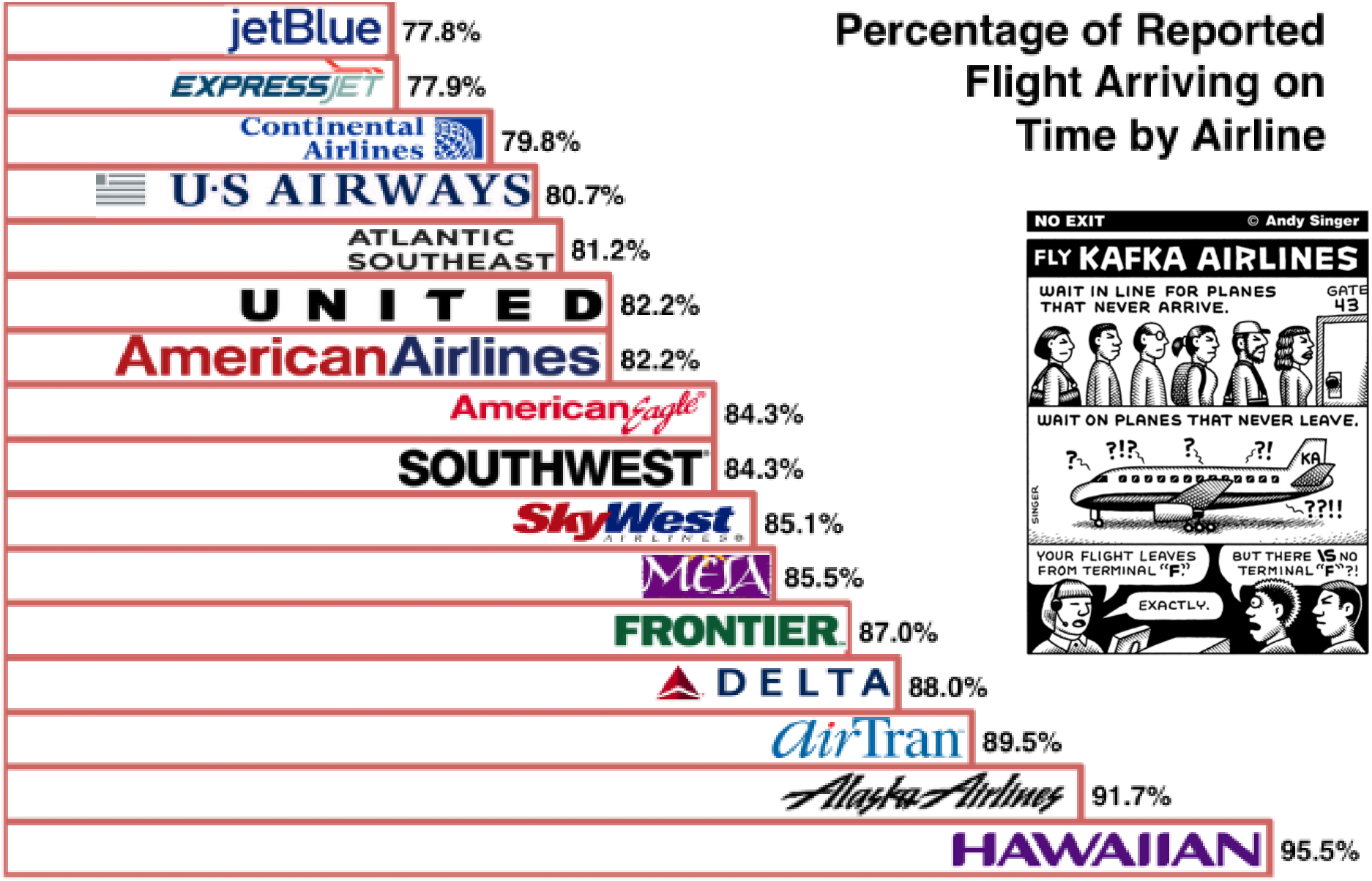
the passenger is offered accommodations or is seated in a section of the aircraft other than that specified on the ticket at no extra charge, except that a passenger seated in a section for which a lower fare is charged shall be entitled to an appropriate refund; or

the carrier arranges comparable air transportation at no extra cost to the passenger that is planned to arrive at the airport of the passenger's next stopover or, if none, at the airport of the final destination, not later than one hour after the planned arrival time of the passenger's original flight. However, passengers may decline alternative transportation provided by an air taxi or by other modes of transportation (e.g., taxi, bus, or train).

Causes of Delay

- Inclement Weather
- Aircraft Maintenance/Repair
- Security
- Air Traffic/Airport Congestion
- Unrealistic Scheduling of Aircraft/Crew

Percentage of Reported Flight Arriving on Time by Airline



TARMAC DELAYS

On January 2, 1999, a Northwest Airlines was stranded at Detroit Metro Airport in a snow storm for more than seven hours. Food and water ran out. The lavatories began to overflow. All the while, passengers were forced to remain in their seats. The crew did little to keep the passengers informed of when the aircraft would move.

This was only one of several instances where passengers were effectively imprisoned on aircraft, unable to deplane despite lengthy delays and inadequate provisions.

In 2000, 27% of flights were delayed, diverted or cancelled, twice the number in 1995.

McGill

Date	Airline	Description
December 29, 2006	American	100+ flights from DFW were diverted due to severe weather. Flight diverted to Austin exceed airport capacity. Passengers trapped.
February 14, 2007	JetBlue	Ice storm at JFK caused 355 canceled flights and 6 divert flights. 10 aircraft were frozen to the ground and passengers were trapped
December 22, 2008	Alaska	Snowstorm in SEA caused massive flight cancelations and stranded 9,000 passengers.
August 25, 2009	ExpressJet	Thunderstorms and tornados in Midwest caused flight diversion to airport with no Continental support.
December 24-28, 2010	System	Massive snowstorm causes flight cancelations and shut airports in the Northeast.
May 29, 2011	American Eagle	Bad weather in Chicago caused 15 flights with 608 passengers to be held for 3+ hrs, resulted in DOT Fine under new rules.
October 29, 2011	JetBlue, American	Early snowstorm forced flights to be diverted to Hartford where JetBlue and American Airlines passengers were trapped on aircraft for more than 7 hours.

Date	Airline	Description
October 28–30, 2012	System	Hurricane Sandy shut down 9 airports and resulted in massive flight disruptions with more than 20,000 flights cancelled.
November 7, 2012	American, Delta, United, US Airways, and JetBlue Airways	Nor'easter dumped snow on NY, NJ, CT, Boston and Philadelphia, disrupting operations and causing more than 20,000 flight disruptions.
December 26, 2012	American Airlines, Delta Air Lines, United Airlines, and US Airways	Snowstorm Euclid disrupted travel in the Midwest and Northeast, and 2,100 flight cancellations.

Source: Dr. Tulinda Larsen, www.tulindalarsen.com


Departures

Airlines with the most flights stuck on runway for at least three hours

In 2009, Delta has had the most flights take more than 180 minutes between pulling away from the gate and getting airborne. The likelihood of this happening is very small at any airline, but it's been the most likely this year at JetBlue – 56 flights out of 162,000 JetBlue has flown overall.

AIRLINE	FLIGHTS WITH THREE HOURS ON TARMAC, 2009	RANKING BY LIKELIHOOD OF THIS OCCURRING WHEN YOU BOARD THIS AIRLINE
Delta	110	3
US Airways	79	4
United	65	5
American	58	6
JetBlue	56	1
Comair	41	2
ExpressJet	30	7
American Eagle	30	9
Northwest	26	8
Southwest	23	15
Continental	15	10
Mesa	12	11
SkyWest	11	16
AirTran	8	13
Pinnacle	8	14
Atlantic Southeast	6	17
Frontier	4	12
Alaska	0	18 (tie)
Hawaiian	0	18 (tie)
TOTAL FOR 19 AIRLINES	582	

SOURCE: Bureau of Transportation Statistics, data available through October

RICH CLA

An unlucky few fliers

Lengthy waits on the tarmac remain relatively rare at U.S. airports, as this chart of monthly results for October 2008-June 2009 shows. But when they happen, the fallout can be considerable, as incidents this month in Rochester, Minn., and at New York's JFK International Airport show.

	Number of regularly scheduled flights	Tarmac times of 3 hours or longer	Percentage
Oct. 2008	556,205	49	0.01
Nov. 2008	523,272	7	0.00
Dec. 2008	544,958	187	0.03
Jan. 2009	532,339	87	0.02
Feb. 2009	488,410	43	0.01
March 2009	557,422	88	0.02
April 2009	537,793	82	0.02
May 2009	546,832	35	0.01
June 2009	557,594	278	0.05

Source: Bureau of Transportation Statistics PIONEER PRESS

TARMAC DELAY RULES

Regulations adopted in 2010 require U.S. and foreign air carriers to adopt contingency plans for lengthy tarmac delays at U.S. airports.

These plans must be coordinated with U.S. Customs and Border Protection and the Transportation Security Administration at large, medium and small hub airports, as well as airports to which their aircraft are regularly diverted.

Carriers may not to permit an international flight to remain on the tarmac at a U.S. airport for more than four hours from the time the aircraft door is closed or passengers are no longer allowed to deplane. For domestic flights, the limit is three hours.

Two exceptions exist:

- Where the pilot in command determines that allowing a passenger to deplane would jeopardize safety or security (e.g., weather, air traffic control, or a requirement from a governmental agency); and
- Where air traffic control concludes that disembarkation would significantly disrupt airport operations.

Deplanement must be allowed even if the flight is diverted to an airport other than that originally scheduled.

Carriers must provide adequate food and potable water (a granola bar and bottle of water would suffice) not less than two hours after the aircraft leaves the gate on departure, or touches down after arrival.

Carriers must also provide operable lavatories, and adequate medical attention.

Once the aircraft returns to the gate to allow passengers to deplane, the clock stops. However, if the aircraft closes its doors and again returns to the tarmac, the clock begins running again.

Failure to comply with these requirements is deemed an unfair and deceptive practice under the law potentially subject to enforcement action. Large airlines can be subject to a maximum civil penalty of $27,500 for each violation.

Chronically Late Flights

- Airlines must eliminate “chronically late flights” (i.e., flights late more than 30 minutes over 50% of the time in a month).
- Civil penalties will be imposed on airlines that fly chronically late flights more than four months in a row.

Congressional Strengthening of Tarmac Delay Rules

In 2012, Congress passed a law adding additional requirements beyond those promulgated by USDOT. The statute requires that the delay contingency plans describe:

- how the carrier will provide food, potable water, restroom facilities, comfortable cabin temperatures, and access to medical treatment, and
- share facilities and gates in an emergency.

The statute also requires airports to file a contingency plan describing how they will

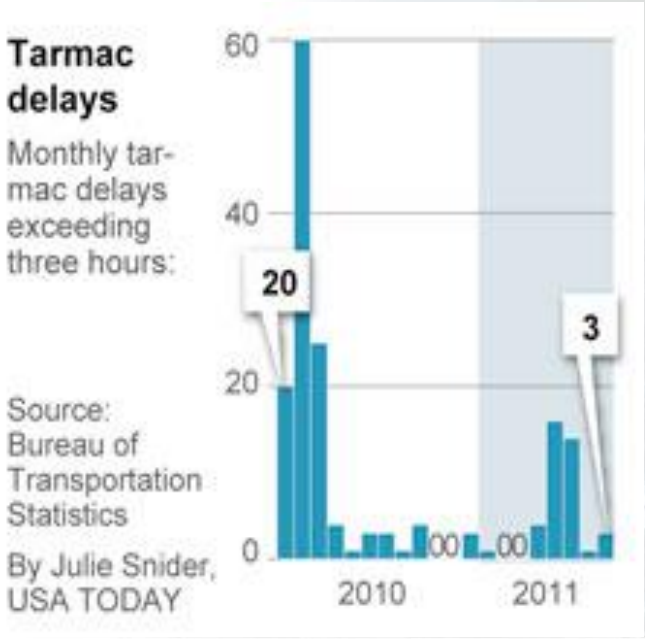
- provide for deplanement following excessive tarmac delays,
- provide for the sharing of facilities and gates during an emergency, and
- provide a sterile area for passengers that have not cleared customs and border protection.

CUSTOMER SERVICE PLANS

Scheduled U.S. and foreign airlines are required to adopt and implement a Customer Service Plan applicable to their scheduled flights from, to or within the United States. The Plan must address the following :

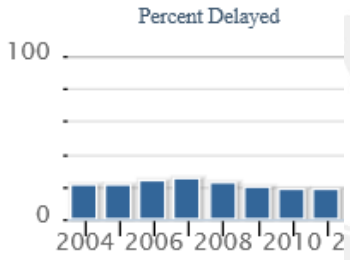
- Disclosure that the lowest fare offered by the carrier may be available elsewhere;
- Notification of known delays, cancellations and diversions;
- Delivery of baggage on time, and efforts to return delayed baggage within 24 hours, compensating passengers for reasonable expenses incurred because of delay, and reimbursing passengers for any baggage fees charged where the bag is lost;
- Permitting reservations to be held at the quoted price without payment, or (at the discretion of the carrier) canceled without penalty, for 24 hours from the time the reservation is made, provided the flight is more than one week prior to departure;
- Provision of prompt ticket refunds for credit card purchases, and refunds of cash and check purchases within 20 days, and refund fees charged for optional services not provided;
- Accommodation of passengers with disabilities;
- Satisfaction of passengers' essential needs during lengthy tarmac delays;
- Treatment of "bumped" passengers with fairness and consistency in the case of oversales;
- Disclosure of cancellation policies, frequent flyer rules, aircraft seating configuration, and lavatory availability on the carrier's website;
- Timely notification of changes in passenger travel itineraries; and
- Identification of services provided to mitigate inconvenience resulting from flight cancellations and misconnections (e.g., meals, telephone calls, hotel accommodations, and rerouting on later flights).

Results



- Between May 2009 and April 2010, there were 693 tarmac delays of more than three hours.
- The Tarmac Delay rules went into effect in April 2010.
- In 2011, there were 50 such delays.
- In 2012, there were 42.

US Airline Delays and Cancellations



Year	Ontime Arrivals	Ontime (%)	Arrival Delays	Delayed (%)	Flights Cancelled	Cancelled (%)	Diverted	Flight Operations
2004	5,566,338	78.08%	1,421,391	19.94%	127,757	1.79%	13,784	7,129,270
2005	5,526,773	77.40%	1,466,065	20.53%	133,730	1.87%	14,027	7,140,595
2006	5,388,265	75.45%	1,615,537	22.62%	121,934	1.71%	16,186	7,141,922
2007	5,473,439	73.42%	1,804,028	24.20%	160,809	2.16%	17,182	7,455,458
2008	5,330,294	76.04%	1,524,735	21.75%	137,432	1.96%	17,265	7,009,726
2009	5,127,157	79.49%	1,218,288	18.89%	89,377	1.39%	15,463	6,450,285
2010	5,146,504	79.79%	1,174,884	18.21%	113,255	1.76%	15,474	6,450,117
2011	4,845,032	79.62%	1,109,872	18.24%	115,978	1.91%	14,399	6,085,281
2012	4,990,223	81.85%	1,015,158	16.65%	78,862	1.29%	12,519	6,096,762
2013	4,990,033	78.34%	1,269,277	19.93%	96,012	1.51%	14,160	6,369,482

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AIRLINE REPORTING AND NOTIFICATION REQUIREMENTS

In addition to Form 41 requirements regarding carrier operational data, the USDOT has imposed reporting requirements on carriers in several areas of consumer concern:

On-time performance—To dissuade airlines from publishing unrealistically short schedules, in 1987 the USDOT promulgated on-time performance reporting requirements. DOT regularly makes certain reported data public in its Air Travel Consumer Report, reporting for example, carrier on-time arrivals and departures. Flights are considered reportably "late" by USDOT only if they are delayed by more than 15 minutes, and the cause of delay is attributable to other than a mechanical or weather problem. USDOT regulations specify certain requirements for the advertising of such data.

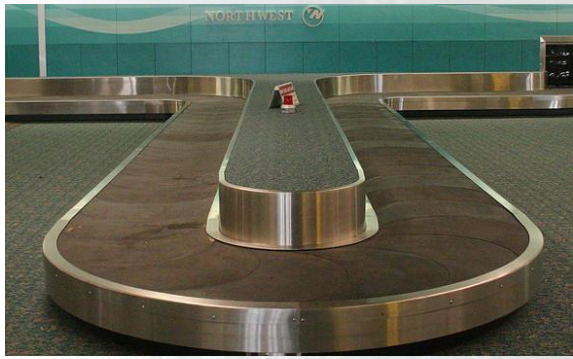
Baggage handling performance—Airlines also report to USDOT the total number of mishandled baggage reports filed with the carrier on a monthly basis.

Overbooking and denied boarding—Airlines must report to USDOT the number of passengers "bumped" from flights originating in the United States on a quarterly basis.

Tarmac delays – airlines operating passenger flights with 30 or more seats must report to USDOT tarmac delays of three hours or longer at U.S. airports on a monthly basis, and retain certain information regarding tarmac delays for two years.

Flight Status Changes - airlines operating passenger flights with 30 or more seats must promptly notify passengers and the public of known flight status changes, such as diversion of aircraft, cancellation of flights, and delays of 30 minutes or more in their scheduled operation. The USDOT Enforcement Office considers flight changes more than seven days prior to departure to be "schedule changes", for which "timely" (as soon as practicable) notice is required.

CARRIER LIABILITY FOR LOST AND DAMAGED BAGGAGE



On domestic flights, the maximum carrier liability is $3,300 per person.

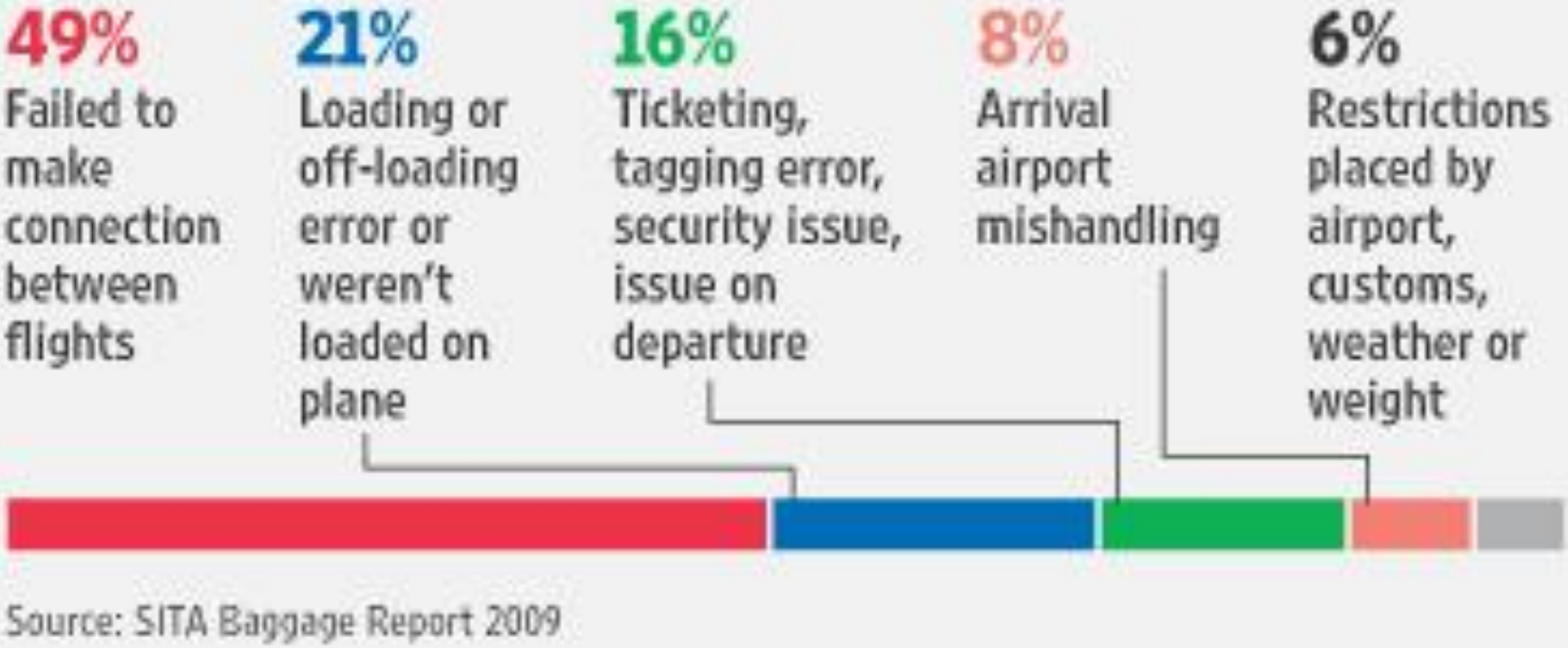
For international flights governed by the Warsaw Convention, the maximum is $20 per kilogram of checked baggage ($9.07 per pound), with a maximum of $634.90 per bag.

Under the Montreal Convention of 1999, liability was raised to 1,000 Special Drawing Rights [SDRs], adjusted for inflation (today 1,131 SDRs, or approximately US$1,750.

Excess valuation coverage may be purchased from the airline.

Why Do Bags Go Astray?

Reasons for mishandled bags in 2008



Source: SITA Baggage Report 2009


Passenger
Compensation Rights
for Delayed flights
Cancelled flights
Denied boarding
or Downgrading
Regulation
(EC) 261/2004

EU Passenger Rights

- Your main EU air passenger rights:
- If your flight is cancelled, the airline must give you the choice between reimbursement or rerouting. You may also be entitled to additional compensation (€125-€600) under some conditions.
- You are not entitled to additional compensation if the airline can prove that the cancellation was caused by extraordinary circumstances (e.g. airspace closure) or if you were informed at least 14 days before the flight, or if you were rerouted close to your original schedule.
- You have the right to assistance (such as refreshments, meals, phone call and an overnight stay) if necessary while waiting for re-routing.
- For long delays, you may be entitled to assistance and to compensation, depending on the delay length and flight distance.
- If you are denied boarding, you also have the choice between reimbursement or rerouting. You may also be entitled to compensation. If you choose re-routing, you are entitled to assistance if necessary.
- The airline must always inform you about your rights.
- If your luggage is lost, damaged or delayed, you may be entitled to compensation from the airline of up to about €1200.
- The airline is not liable if they can prove that they have taken all reasonable measures to avoid the luggage problem or that it was impossible to avoid.
- For damaged luggage, you need to file your claim within 7 days of receiving your luggage (21 days for delayed luggage).
- http://ec.europa.eu/consumers/ecc/consumer_topics/air_travel_en.htm


DEPARTURES
TIME FLIGHT DESTINATION GATE REMARKS
11:15 UA411 NEW YORK A17 CANCELLED
11:20 LH417 FRANKFURT A26 CANCELLED
11:30 AF204 PARIS CDG C03 CANCELLED
11:45 BA616 LONDON B09 CANCELLED
11:50 AC702 TORONTO A16 CANCELLED
12:00 CA101 BEIJING B41 CANCELLED
12:15 JJ333 SAO PAULO C36 CANCELLED
12:25 JL226 TOKYO A07 CANCELLED
12:45 QF112 SINGAPORE C11 CANCELLED
12:55 AZ651 ROME B39 CANCELLED
13:10 AZ651 MOSCOW A02 CANCELLED
13:20 QF204 SYDNEY C08 CANCELLED
13:30 UA512 CHICAGO A12 CANCELLED

EU Flight Cancellation Rules

Regulation 261/2004 provides compensation for travelers for delay, denied boarding and flight cancellations.
Where a flight is cancelled, the passenger must be offered a choice of reimbursement or re-routing.
Meals and communications must be provided to all passengers.
Where the passenger will depart the following day, overnight hotel accommodation and transportation must be offered.
Under certain circumstances, passengers are entitled to compensation of between €250 and €600.
The carrier has a defense for cancellations "caused by extraordinary circumstances which could
not have been avoided even if all
reasonable measures had been taken.

However, the ECJ has concluded that an aircraft mechanical failure is not an "extraordinary circumstance."

What is an "extraordinary circumstance" in EU law?

EU Reg. 261 does not define it. It provides:

"14. As under the Montreal Convention, obligations on operating air carriers should be limited or excluded in cases where an event has been caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken. Such circumstances may, in particular, occur in cases of political instability, meteorological conditions incompatible with the operation of the flight concerned, security risks, unexpected flight safety shortcomings and strikes that affect the operation of an operating air carrier.

European courts have insisted that the circumstance not be a part of normal everyday activity and beyond the carrier's control. An aircraft malfunction apparently is normal everyday activity for an airline.

"the delay caused by the resolution of an unexpected, unforeseen and unforeseeable technical problem cannot be said to be an extraordinary circumstance . . . . Air carriers have to encounter and deal with such circumstances as part of running an airline just as the owner of a car has to encounter and deal with unexpected and unforeseen breakdowns of his car."

"events which are beyond the control of the carrier because caused by the extraneous acts of third parties, such as acts of terrorism, strikes or air traffic control problems, or because they result from freak weather conditions, cannot be characterised as inherent in the normal activities of the carrier. It is not fanciful to suggest that there may otherwise be an argument that they can be so described; indeed, Mr Lawson advanced that very argument in the course of his submissions. So on this analysis the second limb is intended to help elucidate the scope of the first but is not intended to establish a distinct and independent condition."

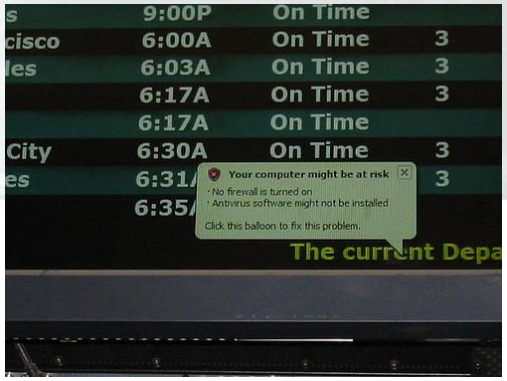
EU Flight Delay Regulations

Where a flight's departure is delayed by two hours for a flight of less than 1,500 km, three hours for all other intra-EU flights and extra-EU flights up to 3,500 km, or four hours for all other flights, the air carrier must offer meals and two telecommunications.

Where departure will be on the following day, hotel accommodation and transport to hotel must be provided.

If the delay exceeds five hours, passengers are allowed the right to a refund of their ticket value including any segments not yet flown as well as any flown sector which no longer serves any purpose related to the passenger's original travel plans.

Reg. 261 provides no monetary compensation for delay. However, the ECJ has held that a delay of more than three hours triggers the flight cancellation monetary remedies, in essence, treating delay as a *de facto* cancellation.



Conflict of EC Reg. 261 with the Warsaw and Montreal Conventions

- The fundamental objective of both Public and Private International Air Law has been to create global uniformity in legal standards.
- Article 19 of the **Warsaw Convention** provides remedies for delay. Article 20 exonerates the carrier from liability where he took "all necessary measures to avoid the damage or that it was impossible . . . to take such measures." Article 22 sets liability limits of 125,000 francs. Article 24 provides that in cases covered by Article 19, "any action for damages, however founded" can only be brought subject to the conditions and limits set out in this Convention."
- Article 19 of the **Montreal Convention** provides remedies for delay, and provides exoneration from liability where the carrier took "all measures that could reasonably be required to avoid the damage or that it was impossible … to take such measures." Article 22 limits carrier liability for delay to 4,150 SDRs, unless the carrier engaged in willful misconduct. Article 29 provides that "any action for damages, however founded, whether under this Convention or in contract or in tort or otherwise, can only be brought subject to the conditions and such limits of liability as are set out in this Convention . . . . Punitive, exemplary or any other non-compensatory damages shall not be recoverable."

EU Denied Boarding Regulations

Airlines must call for volunteers before involuntary denied boarding. Compensation of volunteers is to be established by agreement between the airline and the volunteer. If there are insufficient volunteers, the airline must select passengers not to board for travel. If they are denied boarding against their will, the carrier must compensate them between €250 and €600 depending upon the distance of the flight, offer them ticket reimbursement or re-routing, and provide them with meals, hotel rooms and communications.

Note that Article 22 of the Montreal Convention limits recovery for delay to the carriage of persons for actual damages up to 4,150 Special Drawing Rights (SDRs), recovery for delay of baggage to 1,000 SDRs and recovery for delay of cargo to 17 SDRs per kilogram. These limits do not apply to delay of passengers or baggage if the carrier engaged in willful misconduct.

CODE OF CONDUCT OF CANADA'S AIRLINES

1) Passengers have a right to information on flight times and schedule changes. Airlines must make reasonable efforts to inform passengers of delays and schedule changes and to the extent possible, the reason for the delay or change.

2) Passengers have a right to take the flight they paid for. If the plane is over-booked or cancelled, the airline must:

a) find the passenger a seat on another flight operated by that airline;

b) buy the passenger a seat on another carrier with whom it has a mutual interline traffic agreement; or

c) refund the unused portion of the passenger's ticket.

3) Passengers have a right to punctuality.

a) If a flight is delayed and the delay between the scheduled departure of the flight and the actual departure of the flight exceeds 4 hours, the airline will provide the passenger with a meal voucher.

b) If a flight is delayed by more than 8 hours and the delay involves an overnight stay, the airline will pay for overnight hotel stay and airport transfers for passengers who did not start their travel at that airport.

c) If the passenger is already on the aircraft when a delay occurs, the airline will offer drinks and snacks if it is safe, practical and timely to do so. If the delay exceeds 90 minutes and circumstances permit, the airline will offer passengers the option of disembarking from the aircraft until it is time to depart.

4) Passengers have a right to retrieve their luggage quickly. If the luggage does not arrive on the same flight as the passenger, the airline will take steps to deliver the luggage to the passenger's residence/hotel as soon as possible. The airline will take steps to inform the passenger on the status of the luggage and will provide the passenger with an over-night kit as required. Compensation will be provided as per their tariffs.

5) Nothing in Flight Rights Canada would make the airline responsible for acts of nature or the acts of third parties. Airlines are legally obligated to maintain the highest standards of aviation safety and cannot be encouraged to fly when it is not safe to do so. Similarly, airlines cannot be held responsible for inclement weather or the actions of third parties such as acts of government or air traffic control, airport authorities, security agencies, law enforcement or Customs and Immigration officials.

6) Flight Rights Canada does not exclude additional rights you may have under the tariffs filed by your airline with the Canadian Transportation Agency, or legal rights that international and trans-border passengers have pursuant to international conventions (e.g., the Warsaw Convention) and related treaties.

That's uncomfortable... 37-stone man told to buy two airline seats ended up with one in row 17 and one in row 19

Les Price, 43, was flying home to south Wales from Ireland when he discovered his seats were on rows 17 and 19. He was forced to explain to staff why he needed extra seats after realising they weren't aware of the airline's policy for heavier people. Mr Price said he turned to comfort eating after losing his wife to cancer in 2009.

- “The average weight of an American has increased 24 pounds since 1960,” notes Forbes contributor Emily Stewart:
- Airlines flew 735 million passengers in 2012. Multiply that by 24 pounds and airlines are flying 17.6 billion pounds of extra weight - requiring 176.4 million gallons of fuel, at a cost of $538 million.

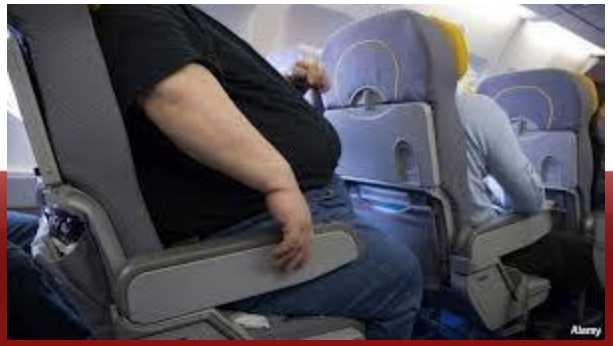
63 percent say heavyweight airline passengers should be required buy a second seat if they can’t fit in a standard seat.

59 percent do not believe passengers should be charged and ticketed according to their personal weight and luggage combined; 25 percent say it’s a good idea.

42 percent would feel “humiliated” if they had to be weighed publicly in an airport; 40 percent would not mind.

25 percent of “small”-sized people would not mind being weighed publicly; 19 percent would mind.

23 percent of “large”-sized people would feel humiliated by a weigh-in; 15 percent would not.



McGill

In Canada, disabled travellers -- including the morbidly obese -- must be given an extra free seat on domestic flights as of Jan. 10, 2009.

The Canadian Transportation Agency embraced a policy of "one person, one fare" to allow disabled passengers a second seat for a travelling companion. Obese people can also qualify if they are too large to fit in a single seat.

Canada is the only country in the world to require its airlines to adopt such a policy.

According to Canadian Transportation Agency figures, the new rules add about 77 cents to each ticket sold by Air Canada and 44 cents to every ticket sold by WestJet.

Linda McKay-Panos led the 11 year fight to get this policy adopted. She said the pay-as-you-weigh policy might make a good economic argument, but doesn't think it would fly in Canada.

"I think that's ridiculous," she said. "That's a slippery slope of blaming people. When you're in the business of serving the public, you take them as they come."

- Section 15 of the Charter of Rights:

(1) Every individual is equal before and under the law and has the right to the equal protection and equal benefit of the law without discrimination and, in particular, without discrimination based on race, national or ethnic origin, colour, religion, sex, age or mental or physical disability.

(2) Subsection (1) does not preclude any law, program or activity that has as its object the amelioration of conditions of disadvantaged individuals or groups including those that are disadvantaged because of race, national or ethnic origin, colour, religion, sex, age or mental or physical disability.

Air Canada's Obesity Certification

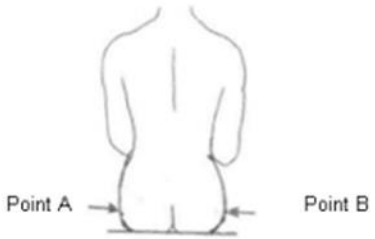
- "In order to remove error or confusion, Air Canada's assessment form instructs the qualifying physician to seat the patient on a paper covered examination table and carefully measure and record the size of their posterior."

1) **Measurements** (please use metric measurements)

   a) Weight _____ kg
   b) Height _____ cm
   c) Body Mass Index _____ (kg/m^2)
   d) Surface measurement * A to B _____ cm

* *Surface measurement should be calculated by measuring the distance between the extreme widest projection points of the patient when seated as follows instruction:*

1. *Have your patient sit on a paper covered examination table.*
2. *Rest a ruler or straightedge on the left side of patient at the widest point (hip or waist) as shown on diagram below.*
3. *Mark the touch point between the ruler and the paper as Point A.*
4. *Rest a ruler or straightedge on the right side of patient at the widest point (hip or waist).*
5. *Mark the touch point between the ruler and the paper as Point B.*
6. *Measure the distance between Point A and Point B, and indicate this measurement above under "d) Surface measurement".*



Westjet's Obesity Certification

Section H: Guest seating requirements

Does the patient require special seating for himself/herself?	○ **Yes**	○ **No** Go to Section I

Why does the patient require special seating for himself/herself?

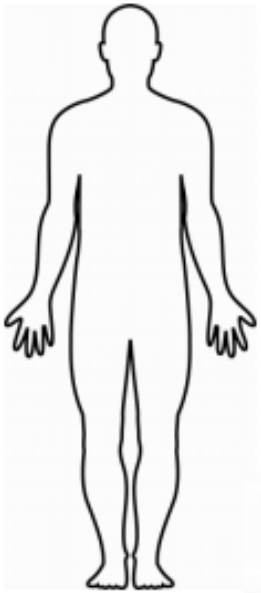
Obesity?

Height _____ cm
Weight _____ kg

Measure

A) Waist at the umbilicus — A _____ cm

B) Maximal girth of hip, or buttocks above the gluteal fold. — B _____ cm



Other reason?
Please explain

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Canadian Service Animals

- When travelling in Canada, there should be no charge for your service animal. Your transportation company may ask you to confirm that your service animal has been trained for its role, to show its training certificate, and to ensure that it is properly harnessed. You can ask the company to make sure that there is enough floor space for your service animal to remain at your feet.

Canadian Cat Allergies

- In 2012, the Canadian Transportation Agency issued its final decision on accommodation of persons with a cat allergy disability.
- The Agency concluded that the airlines' pet policies are an obstacle to the mobility of the applicants and persons whose allergy to cats results in a disability.
- When at least 48 hours advance notification is provided by persons with a cat allergy disability, Canadian airlines must provide a five row minimum seating separation between a person with a cat allergy disability and cats carried as pets in the cabin, with best efforts to do so with less than 48 hours notification. This includes during boarding and deplaning and between their seat and a washroom.
- "Q5: What about passengers with other allergies (not cats), does the Agency's Decision also apply to them?
- "The Agency's jurisdiction is limited to investigating only those issues which have been raised by the complainants, in this case their allergy to cats. . . . Therefore, the Agency's decision only applies to the carriage of pet cats in the aircraft cabin."


I AM THE
FIRST PIG
TO FLY

When Pigs Fly

- In 2000, Charlotte, a 300-pound Vietnamese potbellied pig was seated in the first class cabin on a US Airways flight from Philadelphia to Seattle so that it could remain with its owner, Maria Tirotta Andrews. To relieve stress she suffered from her heart condition. When the plane landed, the pig ran uncontrollably up and down the aisle, cornered a flight attendant, and relieved herself in the forward cabin. The FAA subsequently concluded that US Airways was right to let Charlotte aboard.

- In 2003, the USDOT issued guidelines expanding the scope of animals that can qualify as reasonable disability accommodations on airplanes. The guidelines permitted travel not only with "service" animals, such as seeing-eye dogs, but also with "comfort" or "support" animals.

- “When I worked at America West, I was in charge of keeping the contract of carriage updated. Usually, something urgent would come down the pipeline, and another workgroup would call me breathlessly asking me to change it yesterday. I usually just did it, but I always wanted to know what was behind the change first. One time, I received a call saying that our seeing-eye dog policy had to be changed immediately because it couldn’t be limited to dogs.”


Information

Air Canada's Animal Policy

Pets Allowed: small dogs, cats

- "Our cabins are pet friendly! You can bring your cat or small dog in the cabin with you provided it is small enough to fit and stay comfortably in its carrier under the seat in front of you.
- Buffer zone:
- "We ask that, if you are an allergy sufferer, you advise the check-in agent or gate agent prior to your flight departure to ensure you are not next to a customer travelling with a pet. We will make reasonable efforts to move you or the pet and pet owner.
- Only one pet in the cabin is allowed per customer.
- Your pet must: be at least 8 weeks old and fully weaned to be accepted for travel.
- BUT! Ontario pit bull ban
- "Due to Ontario government regulations, pit bulls are not accepted in the cabin or the baggage compartment, or as cargo for travel into or via the province of Ontario."

Westjet's Animal Policy

Pets Allowed: small dogs, cats, birds or rabbits

Conditions for acceptance:

- Pets that are less than eight weeks old will not be accepted for transport.
- Pets travelling in the cabin must remain in the kennel and be stored under the seat in front of you at all times. If you remove your pet from the kennel while onboard, you may be banned from travelling with your pet in the cabin on future WestJet flights.
- Pets that appear to be aggressive, unruly or in distress may be denied for transport at our discretion.

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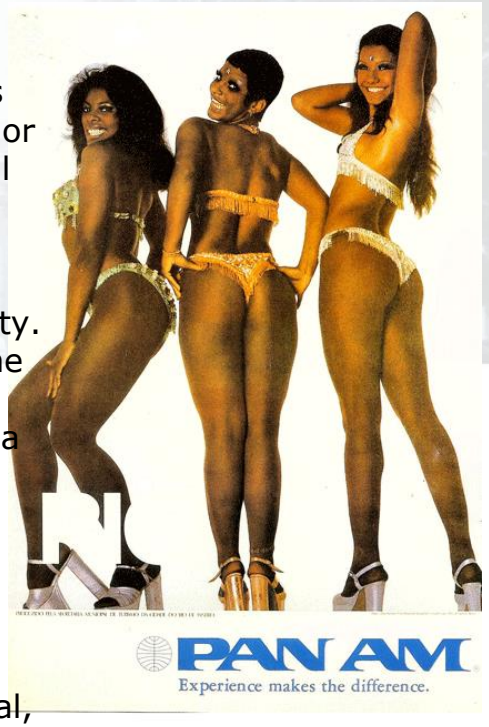
NONDISCRIMINATION

Air carriers may not discriminate in air transportation on grounds of race, color, or natural origin.
Air carriers may not recruit, advertise, hire, fire, upgrade, promote, demote, transfer, lay off, terminate employees, nor establish rates of pay or other forms of compensation or benefits, select for training or apprenticeship, use facilities, or otherwise treat employees discriminatorily on the basis of race, color or national origin.
Air carriers must provide reasonable access to the persons with disabilities. However, if a carrier reasonably believes that the person is not a qualified disabled person, the carrier may refuse transportation in the interest of air safety. New aircraft of more than 30 seats be equipped with folding armrests on half the aisles, wide bodied aircraft must have lavatories accessible to the handicapped, and aircraft planes with 100 or more seats must have priority space for storing a wheelchair. Wheelchairs, canes and crutches have priority for in-cabin and baggage compartment space over other passengers' baggage. But only able-bodied people capable of performing emergency evacuation functions can be seated in exit rows.
Airports are prohibited from discriminating against qualified disabled people in terms of employment, access and utilization of airports. Structural changes in facilities are required, including making ticketing, baggage check-in and retrieval, boarding, drinking fountains, rest rooms, and telephones accessible to disabled passengers.



Pan Am's "Rio" poster that stirred controversy.

SMOKING

Smoking has been banned on all U.S. domestic flights. Federal law imposes a $2,000 maximum penalty for tampering with a lavatory smoke alarm.

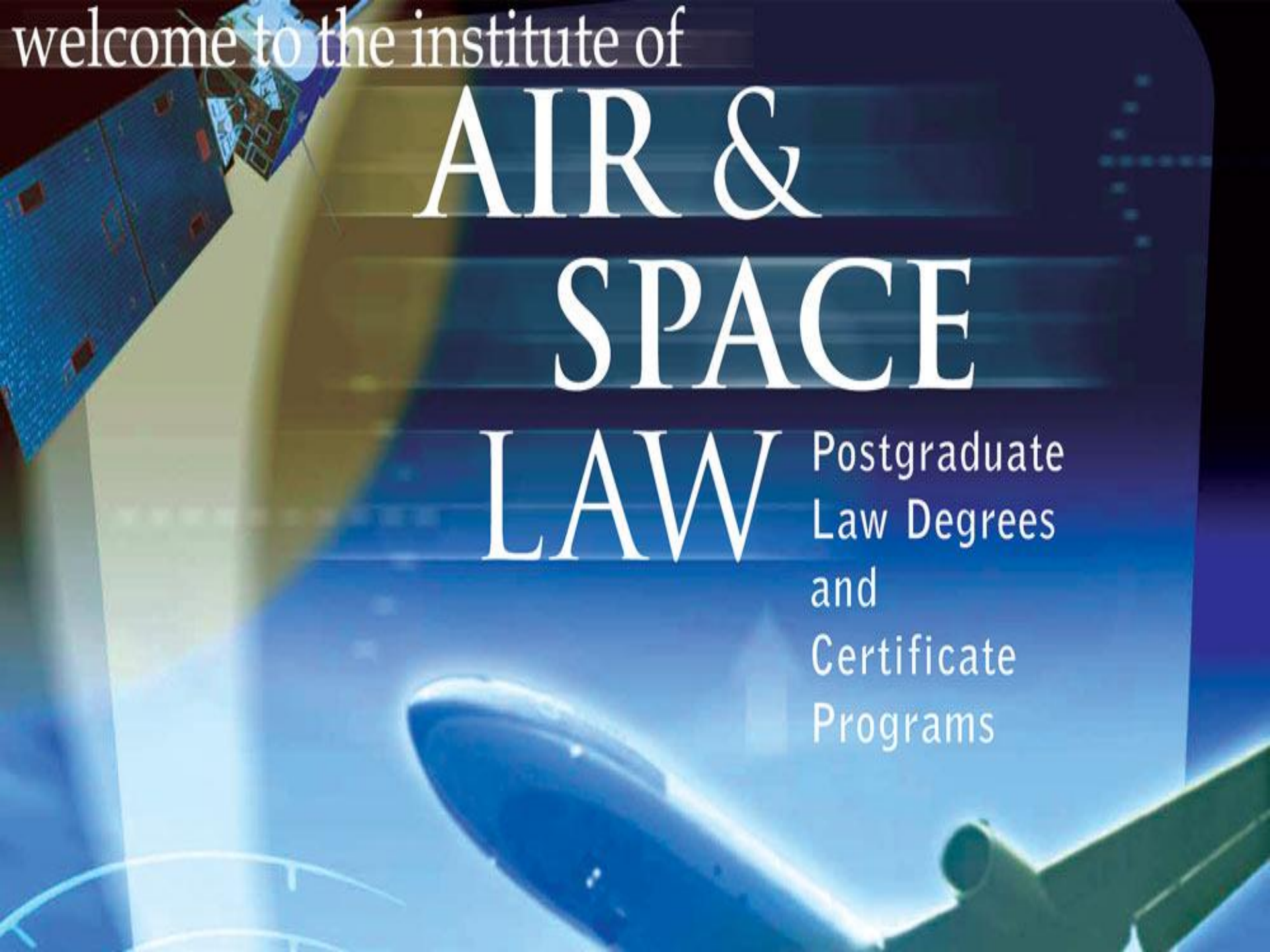
GAMBLING

Gambling aboard U.S. or foreign air carriers serving the United States is prohibited by statute. This places carriers serving the United States at a competitive disadvantage vis-à-vis international carriers flying abroad.

CONSUMER CREDIT PROTECTION

Any violation of the following legislation is considered a violation of the Federal Aviation Act:

- the Consumer Credit Protection Act, incorporating the following legislation:
- the Truth in Lending Act, wherein exact finance charges must be divulged;
- the Fair Credit Reporting Act, establishing procedures for correcting and explaining billing errors;
- the Equal Credit Opportunity Act, making it illegal to discriminate;
- the Fair Debt Collection Practices Act, which limit third party collector abuses; and
- the Electronic Fund Transfer Act, which places controls on the electronic transfer of funds.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