

Canadian vs EU Flight Compensation Legislation Comparison

	Canadian Proposed Regulation	EU Regulation (EC 261)	Proposed Business Action
Scope	<p>The proposed scope aligns with Parliament’s intent that the regulations apply to “all flights to, from and within Canada, including connecting flights.” The regime would apply as broadly as possible to travellers in Canada to ensure as much consistency as possible.</p> <p>The proposal is also meant to limit passenger confusion concerning redress in situations where flights are operated through commercial agreements between carriers like code sharing, wet leasing or interlining.</p>	<p>This Regulation shall apply:</p> <p>(a) to passengers departing from an airport located in the territory of a Member State to which the Treaty applies;</p> <p>(b) to passengers departing from an airport located in a third country to an airport situated in the territory of a Member State to which the Treaty applies, unless they received benefits or compensation and were given assistance in that third country, if the operating air carrier of the flight concerned is a Community carrier.</p>	<p>All Canada flights:</p> <ul style="list-style-type: none"> -Departing from Canada Airport, -Arriving to Canada Airport, -Connection in Canada Airports would be deemed as eligible. <p>In our airport database, all Canadian airports should be marked for software update.</p> <p>Besides on going departure check in our software, arrival and connection airport check would be necessary for flight compensation eligibility.</p> <p>Issue: Cases with overlapping with EU departures.</p> <p>Case 1: Frankfurt Departure Toronto Arrival; any Airline (eligible according to both EU and CTA legislation)</p> <p>Case 2: Toronto Departure Frankfurt Arrival; Community Airline (i.e. Lufthansa) (eligible</p>

			<p>according to both EU and CTA legislation)</p> <p>Case 3: New York Departure Toronto Arrival; denial of boarding (eligible according to both US and CTA legislation)</p> <p>Case 4: Frankfurt Departure New York Arrival Toronto Connection (eligible according to both EU and CTA legislation)</p> <p>Case 5: New York Departure Frankfurt Arrival Toronto Connection Community Airline (i.e. Lufthansa) (eligible according to both EU and CTA legislation)</p> <p>In overlap situations, should we demonstrate to the client eligibility info of both legislation or the one that she/he deserves the most compensation amount?</p> <p>My proposal, regarding the overlapping legislations, is to inform the passenger that he/she is eligible both in EU and CTA regulation, he/she can claim the maximum amount according to our compensation calculator</p>
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<p>Carrier size differentiation</p>	<p>Large carrier means</p> <ul style="list-style-type: none"> (a) a carrier that transported one million passengers or more during each of the two preceding calendar years; or (b) a carrier that is, under a commercial agreement with a carrier referred to in paragraph (a), operating a flight or carrying passengers on behalf of that carrier. (gros transporteur) (b) small carrier means any carrier that is not a large carrier. (petit transporteur) 	<p><u>No size differentiation</u></p>	<p>Canadian Airlines are needed to be grouped into two: large carriers and small carriers. We need to update the list every year. There is no clear list of Canadian Airlines divided into large and small. However, Air Canada Group, West Jet Group, Air Transat, Sunwing Airlines are above 1 million annual passenger limit.</p>
<p>Where to seek compensation?</p>	<p>All carriers carrying a passenger are jointly and severally, or solidarily, liable to the passenger with respect to the obligations set out in these Regulations or, if they are more favourable, the obligations set out in the applicable tariff.</p> <p>In order to ensure that the process is simple and clear for passengers, this proposal would allow passengers to seek compensation from any of the carriers involved in transportation on the ticket. Carriers would then be able to seek restitution from one another.</p>	<p>The operating carrier</p> <p>.... the operating air carrier shall immediately compensate them in accordance with Article 7 and assist them in accordance with Articles 8 and 9.</p> <p>‘operating air carrier’ means an air carrier that performs or intends to perform a flight under a contract with a passenger or on behalf of another person, legal or natural, having a contract with that passenger;</p>	<p>For the flights with multiple carrier, CTA regulation enables us to apply any firm we would like to. This is a great flexibility. For instance, for a flight operated by West Jet and Air Canada, we can apply to West Jet even if the ticket is issued by Air Canada or the disrupted flight is operated by Air Canada.</p> <p>For international flights, this rule is also valid. For instance, there are some Canada flights (to/from)</p>

	Baggage is exception		<p>cooperated by Lufthansa and Air Canada. Instead of Air Canada we can apply for the Lufthansa.</p> <p>From an operational perspective now on we would need to prepare power of attorneys for the all airlines involved in the total flight in the scope of CTA regulation</p>
Form of payment	<p>To provide compensation for inconvenience to a passenger, the carrier <u>must offer the amount required in monetary form</u>. However, the compensation may be made in another form if</p> <p>(a) compensation in the other form has a <u>greater monetary value</u> than the minimum monetary value of the compensation that is required under these Regulations; (b) the passenger has been informed in <u>writing of the monetary value</u> of the other form of compensation; (c) the compensation does not expire; and</p> <p>(d) the passenger confirms in writing that they have been informed of their right to receive monetary compensation and have chosen the other form of compensation.</p>	<p>The compensation referred to in paragraph 1 shall be paid in cash, by electronic bank transfer, bank orders or bank cheques or, with the signed agreement of the passenger, in travel vouchers and/or other services.</p>	<p>Payment structure is similar. However, CTA regulation is more protective. Vouchers and other non-monetary benefits should be higher than the cash amount.</p>

<p>Communication with passenger</p>	<p>A carrier must make its terms and conditions of carriage that apply in the following circumstances available in simple, clear and concise language: (a) flight delay, flight cancellation or denial of boarding; (b) lost or damaged baggage; and (c) the seating of children who are under the age of 14 years. Means of communication The terms and conditions referred to in subsection must be made available on all digital platforms the carrier uses to sell tickets and on all documents related to the passenger's itinerary.</p>	<p>The operating air carrier shall ensure that at check-in a clearly legible notice</p> <p>An operating air carrier denying boarding or cancelling a flight shall provide each passenger affected with a written notice</p> <p>When passengers are informed of the cancellation, an explanation shall be given concerning possible alternative transport.</p> <p>The burden of proof concerning the questions as to whether and when the passenger has been informed of the cancellation of the flight shall rest with the operating air carrier.</p>	<p>Communication provisions are similar but CTA's ones are in detail and demand more frequent electronic information update. This will help us to prove delays and cancellations easier in many cases.</p>
<p>Compensation for denial of boarding</p>	<p>(a) \$900, if the passenger's arrival time at their destination on the original ticket is delayed by <u>less than six hours</u>; (b) \$1,800, if the arrival time at the destination on the original ticket is delayed by <u>six hours or more, but less than nine hours</u>; and (c) \$2,400, if the arrival time at the destination on the original ticket is delayed by <u>nine hours or more</u>.</p> <p>Immediate payment The carrier must provide the compensation to the passenger <u>as soon as</u></p>	<p>(a) EUR 250 for all flights of <u>1 500 kilometres or less</u>;</p> <p>(b) EUR 400 for all intra-Community flights of more than 1 500 kilometres, and for all other flights <u>between 1 500 and 3 500 kilometres</u>;</p> <p>(c) EUR 600 for all flights <u>not falling under (a) or (b)</u>.</p>	<p>CTA's denial of boarding compensation levels are significantly higher than EU ones. It ranges from 600 EUR to 1600 EUR. However, the flight compensation levels are designed according to the delay time instead of flight distance. In EU compensation, we use flight distance from our database and calculate the compensation based on it. In Canada regulation, we need to learn flight delay time from the client. The proposed update in our flight compensation</p>

	<p>it is <u>operationally feasible</u> after the denial of boarding</p> <p>Payment within 48 hours A carrier must ensure that it is operationally feasible to provide the compensation <u>within 48 hours</u> of a denial of boarding.</p> <p>Written confirmation If it is not possible to provide the compensation before the boarding time of the flight reserved as part of alternate travel arrangements, the carrier must provide the passenger with a written confirmation of the amount of the compensation.</p>		<p>calculator is follows; if the client selects a Canadian airport in his/her flight (can be departure arrival or connection) then a new step with three options should come up. This new step come with the question “How long is your flight delayed?” and options are less than six hour, six to nine hour and more than nine hours.</p> <p>One critical thing for the Canadian denial of boarding provision is the immediate payment. If the immediate payment works effectively then there is a possibility of no room for our business for particular cases.</p>
<p>Tarmac delays</p>	<p>Tarmac delay obligations (1) If a flight is delayed on the tarmac for more than three hours after the doors of the aircraft are closed for take-off or after the flight has landed, the carrier must provide passengers with the following, free of charge: (a) if the aircraft is equipped with lavatories, access to those lavatories in working order; (b) proper ventilation and cooling or heating of the aircraft;</p>	<p>No specific provision</p>	<p>Tarmac delays are new with CTA regulation and these delays are also included in total flight delay calculations; however, a special treatment needed for the passengers during tarmac delays in the plane. In the absence of such treatment a particular amount can also be demanded from the airline as a compensation.</p>

	<p>(c) the ability to communicate with people outside of the aircraft; and (d) food and drink, in reasonable quantities, taking into account the length of the delay, the time of day and the location of the airport.</p>		
<p>Extraordinary circumstances /Obligations — situations outside carrier’s control</p>	<p>Obligations — situations outside carrier’s control This section applies in respect of a carrier when there is delay, cancellation or denial of boarding due to situations outside the carrier’s control, including (a) war or political instability; (b) unlawful acts or sabotage; (c) meteorological conditions or natural disasters that make the safe operation of the aircraft impossible; (d) instructions from air traffic control; (e) a NOTAM, as defined in the Canadian Aviation Regulations; (f) a security threat; (g) airport operation issues; (h) a medical emergency; (i) a collision with birds; (j) labour disputes at an essential service provider such as an airport and an air navigation service provider; and (k) a request from a police, security or customs official.</p>	<p>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.</p> <p>Extraordinary circumstances should be deemed to exist where the impact of an air traffic management decision in relation to a particular aircraft on a particular day gives rise to a long delay, an overnight delay, or the cancellation of one or more flights by that aircraft, even though all reasonable measures had been taken by the</p>	<p>Overall extraordinary circumstances are similar with EU regulation and ongoing practices. However, scope of some provisions are ambiguous such as security threat, airport operations. A common understanding will settle with court and CTA decisions about this issue.</p>

		air carrier concerned to avoid the delays or cancellations.	
Obligations when required for safety purposes	Obligations when required for safety purposes This section applies in respect of a carrier when there is delay, cancellation or denial of boarding that is within the carrier's control but is required for safety purposes.	No one to one match provision	The scope is ambiguous a common understanding will settle with court and CTA decisions about this issue
Obligations when within carrier's control	Obligations when within carrier's control 12 (1) This section applies in respect of a carrier when there is delay, cancellation or denial of boarding that is within the carrier's control and that is not referred to in subsection 11 (not in obligations when required for safety purposes and Obligations — situations outside carrier's control)	The ones not extraordinary circumstances	Similar provisions
Right to Care	Two-hour wait (1) If paragraph 11(2)(b) or (3)(b) or 12(2)(b) or (3)(b) applies in respect of a carrier, and a passenger has waited <u>two hours after the departure time on their original ticket</u> , the carrier must provide the passenger with the following treatment free of charge:	Article 9. a) <u>for two hours or more</u> in the case of flights of 1 500 kilometres or less; or (b) <u>for three hours or more</u> in the case of all intra-Community flights of more than 1 500 kilometres and of all other flights between 1 500 and 3 500 kilometres; or	Provisions are similar Food, beverage, communication and accommodation expenses in relation to delay can be covered. Wi-Fi assistance is covered in Canadian regulation.

	<p>(a) food and drink in reasonable quantities, taking into account the length of the delay, the time of day and the location of the passenger; and (b) access to a means of communication.</p> <p>Accommodations If the carrier expects that the passenger will wait overnight for their original flight or for a flight reserved as part of alternate travel arrangements, the air carrier must offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the passenger and transportation to and from the hotel or other accommodation.</p>	<p>(c) for four hours or more in the case of all flights not falling under (a) or (b), passengers shall be offered by the operating air carrier:</p> <p>Where reference is made to this Article, passengers shall be offered free of charge:</p> <p>(a) meals and refreshments in a reasonable relation to the waiting time; (b) hotel accommodation in cases — where a stay of one or more nights becomes necessary, or — where a stay additional to that intended by the passenger becomes necessary; (c) transport between the airport and place of accommodation (hotel or other).</p> <p>2. In addition, passengers shall be offered free of charge two telephone calls, telex or fax messages, or e-mails</p>	<p>In Canadian regulation Airbnb style accommodations are also allowed.</p>
<p>Alternative Flight</p>	<p>Alternative arrangements — carrier control 17 (1) If paragraph 11(2)(c), (3)(c) or (4)(c) or 12(2)(c), (3)(c) or (4)(c) applies in respect of a carrier, it must provide the following free of charge to ensure that passengers complete their itinerary as soon as possible:</p> <p>(a) in the case of a large carrier (i) a confirmed reservation on the next available flight that is operated by the original carrier, or a carrier with which</p>	<p>When passengers are informed of the cancellation, an explanation shall be given concerning possible alternative transport.</p> <p>When passengers are offered re-routing to their final destination on an alternative flight pursuant to Article 8, the arrival time of which does not exceed the scheduled arrival time of the flight originally booked</p> <p>(a) by two hours, in respect of all flights of 1 500 kilometres or less; or (b) by three hours, in respect of all intra-Community</p>	<p>In CTA’s regulation, large and small carriers have different liability in alternative flight arrangements; large airlines should arrange within 9 hours, Small airlines should arrange the next available flight (no time limit; closest flight available)</p> <p>Since the compensation is based on total delay time, there is no</p>

	<p>the original carrier has a commercial agreement, and that is on any route to the destination on the passenger's original ticket and departs within nine hours of the departure time on the original ticket, or</p> <p>(ii) a confirmed reservation on a flight operated by any carrier on any route to the destination on the passenger's original ticket if the carrier cannot provide a confirmed reservation that complies with paragraph (a); and</p> <p>(b) in the case of a small carrier, a confirmed reservation on the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, and that is on any route to the destination on the passenger's original ticket.</p>	<p>flights of more than 1 500 kilometres and for all other flights between 1 500 and 3 500 kilometres; or (c) by four hours, in respect of all flights not falling under (a) or (b), the operating air carrier may reduce the compensation provided for in paragraph 1 by 50 %.</p>	<p>fixed reduction (like %50) in compensation amount for the re-routing.</p>
Refund	<p>Refund (2)</p> <p>If the alternate travel arrangements offered in accordance with subsection (1) do not accommodate the passenger's travel needs, the carrier must instead (a) if, because of the delay, cancellation or denial of boarding, the travel no longer serves a purpose, refund the ticket and provide the passenger with a confirmed reservation to the point of origin of the</p>	<p>Right to reimbursement or re-routing</p> <p>1. Where reference is made to this Article, passengers shall be offered the choice between: (a) — reimbursement within seven days, by the means provided for in Article 7(3), of the full cost of the ticket at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in</p>	<p>Similar provisions; passenger has the right to refund the ticket when faces with cancellation and delay.</p>

	<p>ticket that accommodates the passenger's travel needs; and (b) in any other case, refund the unused portion of the ticket.</p>	<p>relation to the passenger's original travel plan, together with, when relevant, — a return flight to the first point of departure, at the earliest opportunity; (b) re-routing, under comparable transport conditions, to their final destination at the earliest opportunity; or (c) re-routing, under comparable transport conditions, to their final destination at a later date at the passenger's convenience, subject to availability of seats.</p> <p>Passengers whose flights are cancelled should be able either to obtain reimbursement of their tickets or to obtain re-routing under satisfactory conditions, and should be adequately cared for while awaiting a later flight.</p> <p>Passengers whose flights are delayed for a specified time should be adequately cared for and should be able to cancel their flights with reimbursement of their tickets or to continue them under satisfactory conditions</p>	
<p>Compensation in case of refund</p>	<p>Compensation in case of refund (2) If the passenger's ticket is refunded in accordance with subsection 17(2), the carrier must provide a minimum compensation of</p>	<p>(a) EUR 250 for all flights of 1 500 kilometres or less; (b) EUR 400 for all intra-Community flights of more than 1 500 kilometres, and</p>	<p>In Canadian regulation if the ticket is refunded carrier provides minimum compensation. Hence, the compensation amount changes a lot whether the passenger refunded or not.</p>

	<p>(a) \$400, in the case of a large carrier; and</p> <p>(b) \$125, in the case of a small carrier</p>	<p>for all other flights <u>between 1 500 and 3 500 kilometres</u>;</p> <p>(c) EUR 600 for all flights <u>not falling under (a) or (b)</u>.</p>	<p>The proposed update in our flight compensation calculator is as follows; after choosing delay option a new question will be asked “Have you refund your ticket?” and yes or no options need to be stated.</p>
<p>Compensation for delay or cancellation</p>	<p>Compensation for delay or cancellation 19 (1)</p> <p>If paragraph 12(2)(d) or (3)(d) applies in respect of a carrier, it must provide the following compensation:</p> <p>(a) in the case of a large carrier</p> <p>(i) \$400, if the passenger’s arrival time at their destination on the original ticket is delayed by <u>three hours or more, but less than six hours</u>,</p> <p>(ii) \$700, if the passenger’s arrival time at their destination on the original ticket is delayed by <u>six hours or more, but less than nine hours, or</u></p> <p>(iii) \$1,000, if the passenger’s arrival time at their destination on the original ticket is delayed by <u>nine hours or more</u>; and</p> <p>(b) in the case of a small carrier</p> <p>(i) \$125, if the passenger’s arrival time at their destination on the original ticket is delayed by <u>three hours or more, but less than six hours</u>,</p>	<p>(a) EUR 250 for all flights of <u>1 500 kilometres or less</u>;</p> <p>(b) EUR 400 for all intra-Community flights of more than 1 500 kilometres, and for all other flights <u>between 1 500 and 3 500 kilometres</u>;</p> <p>(c) EUR 600 for all flights <u>not falling under (a) or (b)</u>.</p>	<p>In this section, the explanations in the denial of boarding is almost same. But select options to the question and compensation amounts are different. The necessary question is as follows: “How long is your flight delayed?” and options are <u>between three and six hours, between six to nine hours and more than nine hours</u>.</p> <p>We should also decide whether to follow the cases with small airlines or not. When refunded or delay is less than three hours, compensation is 125 CAD and %25 would not be feasible to proceed considering internal administrative cost.</p>

	<p>(ii) \$250, if the passenger's arrival time at their destination on the original ticket is delayed <u>by six hours or more, but less than nine hours, or</u></p> <p>(iii) \$500, if the passenger's arrival time at their destination on the original ticket is delayed <u>by nine hours or more.</u></p>		
Deadline to file request	<p>Deadline to file request (3)</p> <p>To receive the compensation referred to in paragraph (1) or (2), a passenger must file a request for compensation with the carrier within 120 days after the day on which the flight delay or flight cancellation occurred.</p>	<p>No specified in the legislations but countries state by their own generally 2+ years</p>	<p>This is the most important drawback of Canadian regulation. 120 days is quite short compared to EU countries.</p> <p>For our flight compensation eligibility calculator, it is important to check the incident date and the current date, if very short time remains, it has to warn the flight expert.</p> <p>If the difference between the incident date and the current date is bigger than 120, then case ineligible. In that case the only option makes the case eligible that the client has filed to the airline previously by his/her own.</p> <p>Therefore, an additional question is necessary if the time difference bigger than 120. "Have you</p>

			applied to the Airline before? and yes or no options need to be stated
Response time	Response in 30 days (4) The carrier must, within 30 days after the day on which it received the request, provide compensation or an explanation as to why compensation is not payable	No specification	Maximum 30-days response time is nice.
Administrative monetary penalties	Enforcement The proposal would also make contravention of any of the APPR requirements as being subject to administrative monetary penalties (AMPs). These could reach \$5,000 per offence for individuals and \$25,000 for corporations, depending on the type of penalty and contravention.	No specification	This article in Canadian regulation is helpful unless they obey the legislation systematically, we can warn them to submit a complaint to CTA under this provision.
Baggage Loss	Lost or damaged baggage The Montreal Convention sets the maximum liability for damages for baggage lost, damaged or delayed during international travel at 1,131 special drawing rights (approximately CAN\$2,100). However, these provisions do not currently apply to domestic travel. The regulatory proposal would extend the application of this regime to domestic travel covered in these regulations. In addition, the proposal would require the reimbursement of any baggage fees.	No Baggage provision,	Montreal Convention extended to domestic flights. We can focus more marketing on this because amount is high enough, it is up to CAN\$2,100

