



## Rights for Canada Travel

Viva Aerobus works hard to get you to your destination safely and on time. There may be times when weather, air traffic control, operational or service considerations lead to flight delays, cancellations or diversions.

Regulations apply to all flights to, from and within Canada, and provide clearer terms of minimum standards for communications, standards of treatment and compensations when your flight is delayed, cancelled, delayed on the tarmac, or if you are denied boarding. These rules also provide minimum standards with respect to compensation for lost baggage.

In certain circumstances, you may be entitled to certain standards of treatment and compensation under the Air Passenger Protection Regulations. For more information about your passenger rights, visit the [Canadian Transportation Agency's website](#).

### Flight disruptions

Provisions on flight disruptions can be found in the Canada Transportation Act section 86.11(1) and the [Air Passenger Protection Regulations](#).

It is important that passengers understand the different categories of flight disruption included in the Air Passenger Protection Regulations, because they determine the obligations we have as an airline towards passengers affected by flight disruptions. These apply to flights to, from and within Canada (including connecting flights). Causes of flight disruption fall into three categories:

- situations within the carrier's control;
- situations within the carrier's control but required for safety; and
- situations outside the carrier's control.

### Denial of boarding

#### Situations within the carrier's control

We must provide affected passengers with communication of key information, compensation and a standard of care including reasonable

quantities of food and non-alcoholic beverages, hotel accommodations, ground transportation to and from the accommodation and access to communication. We must arrange re-booking on Viva Aerobus flights at no extra charge or provide a refund. We must also provide a refund of services if they are not received on a replacement flight or if services were double paid. We are not required to provide a replacement flight on another airline. We are required to provide the compensation within 48 hours and to inform on your rights and options for making a complaint, including to the Agency.

### **Situations within the carrier's control, but required for safety reasons**

We must provide affected passengers with communication of key information and a standard of care including reasonable quantities of food and non-alcoholic beverages, hotel accommodations, ground transportation to and from the accommodation and access to communication. We must arrange re-booking on Viva Aerobus flights at no extra charge or provide a refund. We are not required to provide a replacement flight on another airline. We are required to inform on your rights and options for making a complaint, including to the Agency.

### **Situations outside the carrier's control**

We must provide affected passengers with communication of key information. The passenger is entitled to a confirmed reservation on the next available flight the carrier operates. The flight may take any reasonable route from the same airport to the passenger's destination. We are not required to provide a replacement flight on another airline. We are required to inform on your rights and options for making a complaint, including to the Agency.

### **Lost, delayed or damaged baggage**

When a passenger's baggage is delayed or damaged, a claim must be made by the passenger within 7 days. At 21 days, in the case of a delayed bag, it is declared lost. In these cases, our liability for the lost bag is limited to 1,131 Special Drawing Rights (SDR). This limit

includes the bag, its contents, the baggage fee paid (if any) and any interim expenses for necessary items purchased while the passenger was without their bag.

### **Tarmac delays**

If this occurs, we must provide affected passengers access to communication, reasonable quantities of snacks and non-alcoholic beverages, access to working lavatories and maintain comfortable cabin temperatures. We will ensure adequate medical attention if needed. With some exceptions, once an aircraft is delayed on the tarmac at an airport in Canada for more than three hours, the airline must let passengers disembark. We will allow passengers with disabilities leave the aircraft first if they wish, along with their support persons, service animals, or emotional support animals.

### **Exceptions**

We are not required to let passengers disembark at the three-hour mark if takeoff is imminent within the next 45 minutes and they can meet all required standards of treatment previously listed until take-off. And we are also not required to provide passengers the opportunity to disembark if they are prevented by reasons beyond their control (e.g., safety, security, air traffic control, availability of a deplaning method (gates or stairs), availability of a safe area to deplane to or for customs reasons).

### **Delays or cancellations**

There may be instances where your flight may be delayed or cancelled due to reasons outside our control such as inclement weather, medical emergencies, air traffic control, airport ground delays, bird or lightning strikes, airport facility issues, security issues, or unruly passengers, among others or for reasons within our control such as mechanical issues or IT system failures.

Some delays may require Viva Aerobus to re-accommodate you to another flight to minimize the impact to your arrival time. If your flight is cancelled, we will re-accommodate you on to the next available Viva Aerobus flight. For circumstances where our re-accommodation



options do not meet your needs, we will do our best to offer you other options available to help you get on your way.

### Situations outside the carrier's control

If something happens outside of the airline's control, we will provide you with alternate options (if required) to accommodate you.

- Attempt to rebook you for no additional charge on the next available Viva Aerobus flight.

Changes to flights outside of the option above could result in you paying the difference in fare(s) and/or applicable change fee(s).

- Offer to cancel the reservation and having the unused value (refunded) to the original form of payment.

Viva Aerobus does not issue a travel voucher, pay for ground transportation or pay for tickets with an alternate airline.

### Situations within the carrier's control

If something happens within the airline's control, we will provide you with the same rebook or accommodation options as uncontrollable delays or cancellations. In addition, we will:

- assess and offer additional services such as hotel accommodation, meal vouchers and ground transportation to/from your hotel.
- rebook you on the next available flight operated by an airline that Viva Aerobus does not have a commercial agreement with, if circumstances permit.
- assess potential compensation to which you may be entitled

### Minimum levels of compensation

We will pay our passengers compensation for flight delays or cancellations that are within our control and not related to safety. Passengers will be entitled to compensation based on the length of delay at arrival at their destination:

Length of delays	Amount (CAD)
3 – 6 hours	\$400
6 – 9 hours	\$700
9+ hours	\$1,000



This compensation will be offered in voucher for Viva Aerobus flights.

### **Services provided during controllable delays or cancellations**

If your flight encounters a controllable delay or is cancelled, Viva Aerobus will – depending on the situation - provide certain services to eligible, confirmed passengers. These services may include providing meal vouchers and hotel accommodation (when required) until your new Viva Aerobus flight departs. We will ensure that we assist any passenger with special needs accordingly.

Viva Aerobus will offer:

- meal vouchers for any posted or estimated departure delay of three or more hours up to a maximum of three meal vouchers per day.
- a hotel voucher, one meal voucher and airport transfers if your travel is delayed eight hours or more, and you did not start your air travel at that airport.
- in circumstances where you may already be on the aircraft, if a delay occurs, and it is safe, practical and there is adequate time to do so, we will offer non-alcoholic beverages and snacks onboard. If the delay exceeds three hours, the aircraft will return to the gate and you will have the option to leave the aircraft.

### **Expenses**

Should you incur out-of-pocket expenses for a controllable flight delay or cancellation, you may submit a request to Viva Aerobus for reimbursement. We will review requests for reasonable expenses that meet certain criteria and supporting, itemized receipts will be required. If approved, you will have the choice of receiving your refund or a Viva Aerobus voucher.

### **Children under the age of 14**

For the seating of children under age 14, we will attempt to assign a seat before check-in to the child that is close to their parent, guardian or tutor. If no seats are available, we will assign seats at the time of check-in, or ask for volunteers to change seats at the time of boarding,

or ask for volunteers to change seats prior to take-off, all at no additional charge.

- For children four and younger, we will attempt to assign a seat adjacent to their parent, guardian or tutor.
- For children between 5 and 11, we will attempt to assign a seat in the same row as their parent, guardian or tutor, with no more than one seat separation.
- For children aged 12 or 13, we will attempt to assign a seat in a row that is separated by no more than one row from their parent, guardian or tutor.