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December 29, 2015

**VIA EMAIL**

The Secretary  
Canadian Transportation Agency  
Ottawa, ON K1A 0N9

Dear Madam Secretary:

**Re: Mr. Christopher C. Johnson and Dr. Gábor Lukács v. Air Canada**  
**Application concerning failure to apply the tariff and application of terms and conditions not set out in the tariff and with respect to delayed passengers**  
**Case No.: 15-05627**  
**Notice of Written Questions and Production of Documents**

The Applicants direct the questions and requests for production of documents set out below to Air Canada pursuant to Rule 24(1) of the *Canadian Transportation Agency Rules (Dispute Proceedings and Certain Rules Applicable to All Proceedings)*, SOR/2014-104 (“*Dispute Rules*”).

The Applicants rely on the documents that were attached to the Application, which have already been provided to the Agency and Air Canada.

**Air Canada’s Impugned Policy**

Q1. Air Canada is requested to produce a copy of the policy (including but not limited to procedure manuals and/or training materials for customer service agents) referred to in the December 22, 2013 email sent to Mr. Johnson and the February 6, 2014 email sent to another passenger:

In an delay or cancel situation such as the one you encountered, our hotel accommodation policy allows up to \$100 reimbursement towards your claim. For meals we allow \$7 for breakfast, \$10 lunch and \$15 for dinner.

[Emphasis added.]

**Mr. Johnson's Statement, Exhibit "E"**

The maximum amount we cover for hotel is \$100.00 CAD, breakfast \$10.00 CAD and dinner \$15.00 CAD.

**Email of Air Canada (February 6, 2014), Document No. 2**

*Relevance:* These documents will assist the Applicants to establish that Air Canada has been applying the Impugned Policy.

- Q2. Does Air Canada admit that the policy referred to in the aforementioned two emails is not set out in Air Canada's International Tariff?

If not, Air Canada is requested to identify the provision(s) of its International Tariff setting out the policy, and provide copies of same.

*Relevance:* The answer to this question will assist the Applicants to establish allegation (i) set out on page 1 of the Application and can be determinative of issue (a) set out on page 6 of the Application.

- Q3. Based on what tariff provision did Air Canada reach the conclusion that it owed Mr. Johnson only CAD\$222.00 (see Mr. Johnson's Statement, Exhibit "M")?

*Relevance:* The answer to this question will assist the Applicants to establish allegations (iii) and (iv) set out on pages 1-2 of the Application, and can be determinative of issue (d) set out on page 9 of the Application.

All of which is most respectfully submitted.

Dr. Gábor Lukács  
Co-applicant and  
representative for Mr. Johnson

Cc: Ms. Louise-Hélène Sénécal, Assistant General Counsel - Litigation, Air Canada  
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