Office des transports du Canada

Canadian Transportation Agency

DECISION NO. 202-C-A-2014

May 27, 2014

COMPLAINTS filed by 83 complainants against Swiss International Air Lines Ltd. also carrying on business as Swiss.

File No. M4120-3/13-06641

COMPLAINTS

[1] This Decision relates to 83 complaints filed with the Canadian Transportation Agency (Agency) by the complainants (complainants) listed in the Appendix. These complaints relate to the cancellation by Swiss International Air Lines Ltd. also carrying on business as Swiss (Swiss) of tickets the complainants purchased for travel from Yangon, Myanmar to Montréal, Quebec, Toronto or Ottawa, Ontario, Canada.

[2] On September 27 and 28, 2012, the complainants purchased multi-segment tickets for travel from Yangon to Montréal, Toronto or Ottawa. The majority of the tickets were purchased for one-way travel from Yangon to Montréal. The tickets involved transportation on three or more segments, with transportation on at least one segment provided by Swiss. Transportation was for first class travel and for segments without a first class cabin, travel was for business class.

[3] The tickets were purchased by the complainants for US$113 to US$150 or equivalent before taxes, fees, and international surcharges and in early October 2012, the majority of complainants were informed by Swiss that their reservations and tickets were cancelled, and that they would receive a full refund for the total price paid.

[4] Seven of the 83 complainants purchased tickets not issued from Swiss's stock. These seven complainants travelled one or more segments of the original ticket before being stopped by Swiss.

PRELIMINARY MATTER

[5] On April 7, 2014, Loraine Fortier and Kevin Hunt filed a joint reply, three days after the close of pleadings. Ms. Fortier and Mr. Hunt submit that the purpose of the reply was to address specific issues that pertain to them respecting this matter.

[6] The Agency is of the opinion that the submission provides additional information related directly to the matter, and as such, is necessary to the Agency's consideration of the application. Accordingly, the Agency accepts the submission.

ISSUES

1. Was a valid contract of carriage entered into between Swiss and the complainants?
2. If there was a valid contract of carriage, did Swiss properly apply the terms and conditions of Rule 5(F) of Swiss's International Passenger Rules and Fares Tariff, NTA(A) No. 496 (Tariff), relating to the cancellation of tickets, as required by subsection 110(4) of the *Air Transportation Regulations*, SOR/88-58, as amended (ATR)?
3. If Swiss incorrectly applied its Tariff, what remedy, if any, is available to the complainants?

WAS A VALID CONTRACT OF CARRIAGE ENTERED INTO BETWEEN SWISS AND THE COMPLAINANTS?

Positions of the parties

Position of Swiss

[7] According to Swiss, the fares at issue were set by the International Air Transport Association (IATA) while the Airline Tariff Publishing Company (ATPCo) was responsible for sending the fares to online ticket agents for sale to passengers. Swiss claims that IATA sent the fares to ATPCo which provided the fare data to certain global distribution and computer reservation systems of the travel agents and air carriers. Swiss maintains that the fares at issue were "Flex Fares" and, once established, Swiss was bound by these fares.

[8] Swiss adds that on October 28, 2011, IATA issued Memorandum 485 updating the Flex Fare listings for certain regions and routes, including the fares for first class travel on the route in question. Swiss submits that on May 2, 2012, IATA advised that the Flex Fares for Myanmar found in Memorandum 485 were suspended due to the Myanmar currency devaluation, and on July 13, 2012, IATA reinstituted the fares in Memorandum 485, subject to an exception for travel for Myanmar, which continued to be suspended.

[9] Swiss states that on August 23, 2012, IATA published Memorandum 491 which included recalculated Myanmar Flex Fares based on the new kyat exchange rate and attached to Memorandum 491 was an appendix which listed city pairs where no Flex Fares were established due to lack of "applicable carrier fares for such city pairs". Swiss advises that the only city pair listed in the appendix to Memorandum 491 was related to first class travel from Yangon to Montréal. Swiss claims that ATPCo overlooked the exclusion of the Flex Fares in the appendix to Memorandum 491 and processed all fares addressed in Memorandums 485 and 491. Swiss points out that, in distributing the fares to online travel agents and other distribution centres, ATPCo mistakenly included the Flex Fares for first class travel from Myanmar to Montréal that had been set in IATA's Memorandum 485 dated October 28, 2011.

[10] Swiss states that the effective date for the mistaken fares was September 21, 2012, with tickets available for purchase on September 22, 2012. Swiss claims that at no time was it made aware of the availability of the mistaken fares, nor was it made available on its Web site. Swiss maintains that had it become aware of the error on or before September 21, 2012, it would have cancelled or made corrections to the fare immediately.

[11] Swiss maintains that the complainants had no interest in travelling the entire ticketed routes or to travel at all, but sought to take advantage of mistaken fares to travel parts of their chosen route, or expected that the tickets would be cancelled and they would receive compensation in addition to a refund. Swiss adds that none of the complainants reside in Myanmar where they would have needed to commence travel and that in many cases complainants booked multiple tickets for travel on the same route for different dates. Swiss maintains that it would have been improbable or impossible for the complainants to travel on all the dates in question had the tickets not been cancelled.

[12] Swiss submits that the purchases on September 27 and 28, 2012 were made by savvy air travellers who are adept at using social media and blogs. Swiss states that these travellers take advantage of opportunities where fares have been mistakenly priced. Further, Swiss states that the fares were identified as a mistake on blogs and social media. Swiss claims that a notice of the mistaken fares began on September 27, 2012, through a popular flying blog entitled "Boarding Area" which referred to a "mistake fare". Swiss points out that almost all of the affected tickets were purchased following the September 27, 2012 posting, and that those purchases likely resulted from the blog posting and the posting on other blogs linked to it. According to Swiss, the complainants knew that the fares were a mistake from the blogs and subsequent communications, and they took advantage of the mistake to the detriment of Swiss. Swiss provided several excerpts from social media to illustrate that the complainants were: aware that the fares were a mistake; aware of the value of the mistaken fares; concerned that tickets may be cancelled; warned against raising suspicion and drawing attention to the mistake; and, encouraged to act quickly to take advantage of the mistake before it was discovered.

[13] Swiss claims that upon becoming aware of the mistaken fares on September 28, 2012, it took immediate action to have the fares removed. Swiss points out that the lapse of time between learning of the mistake and withdrawing the fares was less than 12 hours.

[14] Swiss states that courts have held that where a purchaser is aware of a seller's mistake and that purchaser snaps up or accepts an offer, the contract is void. Swiss maintains that this is what happened as the complainants knew or ought to have known that the fares were a mistake as: the first class fares were posted at a lower price than the economy class fares; the content of blog postings indicated that there was knowledge of the mistaken fares and that they should be "snapped up"; purchasers sought to take advantage of the mistake by hastily purchasing the mistaken fares on September 27 and 28, 2012; and only 17 tickets were sold by Swiss from Yangon to any destination from September 2011 to August 2012, and none of these were first class bookings. Finally, Swiss maintains that it would have been obvious to a reasonable traveller that the fares were a mistake.

[15] Swiss submits that a fundamental principle of the law of contracts is that to have a valid and binding contract, the parties must be *ad item* or in agreement on the fundamental terms of the contract. In this case, Swiss claims that there was no mutual agreement or a "meeting of the minds" on an essential term of the contract, the fare, and argues that no contract existed between Swiss and the complainants.

[16] Swiss contends that it is not required to prove that the complainants had actual knowledge of the mistake, but rather knowledge is presumed where the mistake would be obvious to a reasonable person. Swiss also states that where a party knows of another's mistake as to the material contractual terms, there is no reasonable expectation that the contract will be performed. Moreover, Swiss points out that where a party seeks to enforce a contract based on a mistake, it has been held that to do so is unreasonable, unconscionable, unfair and unworthy of contractual protection.

[17] Swiss submits that Canadian courts have consistently allowed for the rescission of a contract due to a mistake of a fundamental term of the contract. Swiss mentions that in *First City Capital Ltd. v British Columbia Building Corp.*, (1989) 43 B.L.R. 29 (*First City Capital*), at paragraphs 31 and 32, McLachlin, C.J.S.C. (as she then was), stated:

> There is also authority for the proposition that rescission may be granted where a party, having an indication that the other party is entering the contract under some serious mistake or misapprehension regarding a fundamental term, either proceeds on a course of wilful ignorance designed to inhibit his own actual knowledge of the other's mistake, or deliberately sets out to ensure that the other party does not become aware of the mistake: *Taylor v. Johnson* (1983), 57 A.L.J.R. 197 (Aust. H.C.).
>
> In summary therefore, the equitable jurisdiction of the courts to relieve against mistake in contract comprehends situations where one party, who knows or ought to know of another's mistake in a fundamental term, remains silent and snaps at the offer, seeking to take advantage of the other's mistake. In such cases, it would be unconscionable to enforce the bargain and equity will set aside the contract.

[18] Swiss also submits that, similar to the British Columbia Court of Appeal's decision in *256593 B.C. Ltd. v. 456795 B.C. Ltd.*, 1999, BCCA, 137, at paragraph 28, all of the elements for rescission based on a unilateral mistake are present in this case: (1) a mistake; (2) on a material term (fare); (3) known actually or constructively by the complainants; and (4) an unconscionable result would follow if the tickets are enforced because the complainants would receive a windfall after being made whole.

[19] Swiss points out that the Supreme Court of Canada, in *Performance Industries Ltd. v. Sylvan Lake Golf & Tennis Club Ltd,* 2002, 1 S.C.R. 678, has commented on the equitable jurisdiction of the court and the remedies that can be applied when a unilateral mistake is made. Justice Binnie, speaking for a unanimous Court, stated:

> Rectification is an equitable remedy whose purpose is to prevent a written document from being used as an engine of fraud or misconduct "equivalent to fraud". The traditional rule was to permit rectification only for mutual mistake, but rectification is now available for unilateral mistake (as here), provided certain demanding preconditions are met. Insofar as they are relevant to this appeal, these preconditions can be summarized as follows. Rectification is predicated on the existence of a prior oral contract whose terms are definite and ascertainable. The plaintiff must establish that the terms agreed to orally were not written down properly. The error may be fraudulent, or it may be innocent. What is essential is that at the time of execution of the written document the defendant knew or ought to have known of the error and the plaintiff did not. Moreover, the attempt of the defendant to rely on the erroneous written document must amount to "fraud or the equivalent of fraud". The court's task in a rectification case is corrective, not speculative. It is to restore the parties to their original bargain, not to rectify a belatedly recognized error of judgment by one party or the other: (authorities deleted) ... Apart from everything else, a relaxed approach to rectification as a substitute for due diligence at the time a document is signed would undermine the confidence of the commercial world in written contracts.

[20] Swiss submits that the remedy in law when a contract is rendered void by a mistake is that the parties be restored to the status quo or the initial position. According to Swiss, this has been done as the complainants have received a refund of the amount expended. Swiss argues that there is no basis in law, common or statute, to award remedies to the complainants such as the reinstatement of the first class tickets as this would provide a windfall to the complainants.

[21] Swiss argues that it is important to consider the nature of the expenses incurred by the complainants. Swiss claims that those who received a refund of the original monies prior to being en route have been made whole and therefore could not reasonably have incurred further expenses.

[22] Swiss states that as a gesture of goodwill, all passengers who were en route and travelling under tickets issued by another carrier were offered transport in economy class at no extra cost, provided that the passenger travelled in sequence. Swiss argues that the complainants who refused to avail themselves of this offer are not entitled to any further compensation because any additional expenses that may have been incurred were caused by their own actions and failure to act reasonably. Swiss submits that put another way, the complainants had an obligation to act reasonably to mitigate their losses and by refusing the offer of transportation in economy class, they failed their obligation to reasonably avoid expenses for alternate travel.

[23] These complainants, according to Swiss, have lost nothing but the bargain they should never have had. To allow the complainants to enforce their tickets would: mean that they would be unjustly enriched to the extreme detriment of Swiss; allow for enforcement of a mistaken term when no contract between Swiss and the complainants existed; and reward the complainants' "predatory conduct" despite the courts continuously finding such unconscionable conduct to be unworthy of protection.

Positions of the complainants

Persons who did not travel

[24] One complainant states that validating Swiss's arguments is equivalent to validating Swiss's negligence and would reward Swiss for making poor business decisions and by failing to correct the fares, Swiss erred in judgement. The same complainant refers to the Supreme Court case cited by Swiss, *Performance Industries Ltd. v. Sylvan Lake Golf & Tennis Club Ltd.*, which found that excuse from performance is not allowed in cases of "errors of judgment". That complainant maintains that the liability for this breach of contract lies with the original contracting parties. Another complainant adds that with respect to the conclusion found in the case noted above, the objective is to promote the utility of written agreements by closing the "floodgates" against marginal cases that dilute what are rightly seen to be demanding pre-conditions to rectification. This complainant maintains that Swiss has not demonstrated that it has met the pre-conditions of rectification of a contract, and had no reason to cancel the tickets.

[25] One complainant argues that the information regarding the cause of the mistaken fares was not within the ambit of public knowledge and he did not know about the process until reading Swiss's answer.

[26] With respect to the blog posts, several complainants contend that the public could not have known of the mistaken fares, that bloggers and forum posters are simply consumers who have no way to definitively state that the fares were a mistake, and as such, any such statements made on the blog posts are merely hearsay, rumor and circumstantial.

[27] Regarding Swiss's reference to the fare range of US$113 to US$150, a number of complainants believe that the reasonableness of a fare must be measured against the "all-in" price customers paid rather than the base fare, and that it is misleading to not mention surcharges and taxes when considering the fare. Other complainants argue that the process by which international fares are priced is complex and varied, fares are different based on demand, and consumers can no longer decide whether a low fare is intentionally low or mistakenly low, as low fares play an important part in the carriers' pricing models.

[28] Several complainants argue that it is not unusual for carriers to sell tickets on certain routes at heavily discounted rates, and that it is unreasonable to place the burden on the consumer to evaluate the reasonableness of the purchase price of a fare. According to one complainant, there is no way for the consumer to know what a legitimate fare is anymore as carriers constantly change and manipulate fares to suit their business needs.

[29] Several complainants submit that a number of Swiss's Star Alliance partners have had ongoing fare sales for transatlantic travel in first and business class in the same range as those in question, and provide examples of long-distance fares where the economy class ticket was more expensive than first and business class. According to one complainant, this means that fares can change at any time and that first and business class can be cheaper than economy class.

Persons who travelled

[30] Complainants who traveled on tickets not issued by Swiss argue that by offering transportation in economy class instead of first class, Swiss failed to restore the original status of the passengers, did not provide the service it originally offered and did not try to restore the passengers to the status quo. According to one complainant, this behavior can be considered fraudulent.

[31] One complainant submits that Swiss refused to carry them onward and no offer was made for carriage in economy class.

[32] One complainant who travelled maintains that if Swiss had reason to think that the tickets at issue were distributed under circumstances it was not aware of, it had the chance to announce its disagreement and by choosing not to do so, it silently agreed and a "meeting of the minds" was confirmed.

[33] Another complainant contends that prior to departure, she took the initiative to confirm the class of travel and schedule times of her flights and that these actions clearly demonstrate that she took the steps that a reasonable person would to confirm the tickets. The complainant submits that by contacting Swiss to confirm, a meeting of the minds was established.

ANALYSIS AND FINDINGS

[34] The Agency operates like a court when adjudicating disputes. A Panel of Members assigned to the case must rule based on the arguments and evidence presented by the parties in that case.

[35] In Decision No. 239-C-A-2013, the Agency ruled on seven complaints against Swiss that raised issues related to Swiss's terms and conditions of carriage and whether they were just and reasonable and were properly applied. In that case, the Agency ruled in favour of the complainants. However, it is important to stress that Swiss never presented arguments with respect to whether a contract was entered into by the parties, which it has in this case.

What is a contract?

[36] The Agency is of the opinion that a contract is a legally recognized agreement between two or more parties. The parties to a contract of carriage relating to air travel are usually the carrier and the passenger. Further, the contract of carriage requirements are the same for a contract of carriage as in any other type of contract.

An offer and an acceptance

[37] The Agency finds that for a contract to exist, there must be an offer by one person to another and an acceptance of that offer by the person to whom it is made, i.e., in our case, an offer by the carrier to a passenger and an acceptance of the offer by the passenger.

[38] An offer is defined in Swan, A., *Canadian Contract Law*, (2d), at page 218, LexisNexis, 2009 as "An offer may be defined as a complete statement of the terms on which one party is prepared to deal, made with the intention that it be open for acceptance by the person (persons) to whom it is addressed. An offer confers on the offeree the power to accept the offer and, on acceptance, a contract will be made." In *642718 Alberta Ltd. v. Alberta Minister of Public Works, Supply & Services)* (2004), 368 A.R. 52, the Court of Queen's Bench of Alberta stated that: "Acceptance means the signification by the offeree of his willingness to enter into a contract with the offeror on the terms offered to him by the latter. Without an acceptance there can be no contract."

[39] Once an offer has been accepted, the contract is binding between the parties. However, as described in Friedman, G.H.L, *The Law of Contract in Canada*, at page 12, Thomson Canada Ltd., 2006, an "[a]greement is at the basis of any legally enforceable contract. The absence of assent prevents the creation of a binding contract. There must be a substratum of agreement, or consensus ad idem."

Terms and conditions

Implied terms/conditions

[40] In the case of a contract of carriage, a carrier under the jurisdiction of the Agency has an obligation to have a tariff which includes its terms and conditions of carriage. Once this tariff is filed with the Agency, it takes effect and is in force on the date stated on the tariff. However, the ATR are clear that acceptance by the Agency of a tariff or an amendment to a tariff does not constitute approval of any of the tariff provisions, unless the tariff has been filed pursuant to an order of the Agency, and has been approved by the Agency. Further, the carrier can only offer to transport any persons under terms and conditions of carriage as set out in the tariff in force at the time of purchase. These are implied terms.

Express terms/conditions

[41] Parties to a contract can state orally or in writing the scope and extent of their respective obligations. For example, as opposed to terms and conditions of carriage included in a tariff, prices that a passenger/buyer has to pay, for which the carriage is to be executed, will vary; these prices are expressly communicated for each carriage. Such prices, being a fundamental term of the contract of carriage, fall into the category of express terms.

Error/mistake

[42] There can be instances where what appears to be a valid contract is the result of an error or a mistake by one or both parties. Is such a contract valid and binding?

[43] To make that determination, courts will look at whether the mistake is fundamental. For example, as expressed in *McCarthy v. Godin Mining & Exploration Ltd.*, (1978), 20 N.B.R. (2d) 676, "if the mistake goes to the root of the contract, it can render the contract void." Further, as stated in *McMaster University v. Wilchar Construction Ltd. et al,* [1971] 3 OR 801, at para. 44; aff'd 69 D.L.R. (3d) 400n (ON CA), the Court noted: "Normally a man is bound by an agreement to which he has expressed assent. If he exhibits all the outwards signs of agreement, at law it will be held that he has agreed. The exception to this is the case where there has been a fundamental mistake or error in the sense above stated. In such case the contract is void ab initio..." The Agency is of the opinion that if this were the case, the contract would be void ab initio as there is no meeting of the minds.

Knew of the mistake or ought to have known

[44] Swiss relies, among other cases, on *First City Capital*. The Agency finds that this case is applicable to the present situation. In *First City Capital*, the first issue to be decided was whether the defendant knew or ought to have known that there had been a mistake in the offer made and if the answer to that first issue is positive, the second issue was whether that finding entitled the plaintiff to rescission of the contract. Chief Justice McLachlin noted that:

> [28] One circumstance falling clearly within the equitable jurisdiction of the Court to relieve against mistake is that where one party, knowing of the other's mistake as to the terms of an offer, remains silent and concludes a contract on the mistaken terms...
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> [29] It is not necessary to prove actual knowledge on the part of the non-mistaken party in order to ground relief, as in this context one is taken to have known what would have been obvious to a reasonable person in the light of the surrounding circumstances...
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> [30] There is also authority for the proposition that rescission may be granted where a party, having an indication that the other party is entering the contract under some serious mistake or misapprehension regarding a fundamental term, either proceeds on a course of willful ignorance designed to inhibit his own actual knowledge of the other's mistake, or deliberately sets out to ensure that the other party does not become aware of the mistake...
>
> [31] In summary therefore, the equitable jurisdiction of the Courts to relieve against mistake in contract comprehends situations where one party, who knows or ought to know of another's mistake in a fundamental term, remains silent and snaps at the offer, seeking to take advantage of the other's mistake. In such cases, it would be unconscionable to enforce the bargain and equity will set aside the contract.

This case

[45] The Agency has considered the submissions of all of the complainants related to whether there was a contract. Below is a summary of those submissions.

Persons who did not travel

[46] Some complainants fault Swiss for not discovering the fares before its release and suggest that Swiss was negligent and erred in judgment. The Agency is of the opinion that there is no evidence to convincingly support these assertions. The Agency finds that given that the mistaken fares were approximately one percent of the correct fare, it is clear that Swiss did not intend for the fares to be made available for sale and that their release was indeed a mistake. The evidence shows that when Swiss found out about the mistake, it took immediate action to have the fares removed from availability and informed passengers who had purchased tickets under its ticket stock that it was cancelling the tickets and providing refunds.

[47] According to Swiss, the tickets were purchased by the complainants during an extremely short period, on September 27 and 28, 2012, and the purchases were an aggressive response by savvy air travellers to blog postings. Some of the complainants may have known of the blog postings (which identified the mistaken fares); however, social media authors cannot be assumed to know for sure that the fares were a mistake. In addition, a number of complainants may not have purchased their tickets as a result of the blog postings. The Agency has considered these arguments, however, as stated by Swiss, only 17 tickets were sold by Swiss from Yangon to any destination from September 2011 to August 2012. Therefore, it does not appear to be coincidental that there was a surge in ticket purchases on September 27 and 28, 2012 for travel from Yangon to Montréal.

[48] In response to Swiss's reference to the base fare range of US$113 to US$150, several complainants maintain that the use of the base fare is misleading and that the total cost of transportation is relevant to the consumer. In addition, several complainants state that the process by which air carriers set prices is varied and complex and places an unfair burden on the consumer to evaluate the reasonableness of the price of a ticket. The Agency has considered these arguments and finds that a reasonable person ought to have known that a total cost of approximately US$1000 for first and business class travel from Yangon to Eastern Canada is not simply a low ticket price, but a mistake.

[49] A number of complainants also provided examples of heavily discounted first and business class fares for travel between certain distant city pairs, and situations where economy fares between two points are more than first class fares, to indicate that the fares at issue would not be considered a mistake. The Agency considers that these fares could be anomalies and in their own right, could have been mistaken fares.

[50] In light of the above, the Agency finds that Swiss has made convincing arguments relating to whether, at the time of purchase, the complainants knew or ought to have known that the fares were a mistake. The fact that none of the complainants raised the mistake with the carrier leads the Agency to conclude that they intended to benefit from it. As a result of the foregoing, the Agency accepts that this is analogous to the *First City Capital* case where Chief Justice McLachlin referred to situations where a party "knows or ought to have known of another's mistake in a fundamental term, remains silent and snaps at the offer, seeking to take advantage of the other's mistake." Therefore the Agency finds that no valid contract was entered into between Swiss and each of the complainants as there was no meeting of the minds.

Persons who travelled

[51] The Agency makes the same finding as above related to persons who did not travel. That is, those who travelled part of the segments on the original ticket also knew or ought to have known that the fares were a mistake at the time of purchase. The fact that they were allowed to travel in part does not make the contract of carriage a valid one. Given that Swiss was not the ticketing carrier in these cases, the Agency is of the opinion that it was unlikely that Swiss could have cancelled the tickets prior to departure. Swiss offered, as a gesture of good will, all passengers who were en route, transportation in economy class, however, it was under no obligation to do so.

CONCLUSION

[52] In light of the Agency's finding, there is no need for the Agency to address Issues 2 and 3.

[53] The Agency dismisses the 83 complaints.

OTHER MATTER: ADVANCE NOTICE OF CANCELLATION

[54] In Decision No. 177-C-A-2014, the Agency set out the following expectations for carriers related to erroneous fares:

> The Agency realizes that mistaken fares are an ongoing issue and finds it appropriate at this time to convey what it expects from carriers. The Agency is of the opinion that a carrier should, as a practice, when all or any portion of a ticketed itinerary is cancelled due to an erroneous fare, at a minimum:
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> 1. Notify the passenger:
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> a) no later than 72 hours after the carrier becomes aware of the publishing of a fare, that all or any portion of their ticketed itinerary has been cancelled; or,
> b) at least 24 hours prior to the passenger's scheduled departure from the point of origin issued on the ticket, that all or any portion of their ticketed itinerary has been cancelled, if the ticket was purchased less than 72 hours before their scheduled departure from the point of origin; and,

2. Provide a refund of the total cost of the ticket.

[55] With respect to interline itineraries, participating carriers are expected to co-ordinate among themselves and decide which of the interline carriers will notify the passenger and provide the refund in the event that the passenger's ticketed itinerary is cancelled.

(signed)

Sam Barone
Member

(signed)

Geoffrey C. Hare
Member