

Denied Boarding Information

'Denied Boarding' occurs when a passenger is not permitted to occupy their confirmed seat onboard a flight because the number of seats that may be occupied on the flight is less than the number of passengers who have checked in by the required time, hold a confirmed reservation and valid travel documentation and are present at the boarding gate at the required boarding time.

Porter has a Denied Boarding Policy to ensure that we provide fair treatment and compensation to all Porter passengers (in addition to meeting or exceeding regulatory requirements) in situations where we do not have enough available seats on a flight to accommodate all of our confirmed passengers, even when they have checked in on time and met all boarding requirements.

Acceptance of compensation may relieve Porter Airlines from any further liability to the passenger caused by any failure to honor the confirmed reservation. However, the passenger may decline the payment and seek to recover damages in a court of law, or in some other manner, such as contacting the relevant regulatory agency (CTA or DOT as applicable).

Refusal to Transport

Refusal to transport does not constitute Denied Boarding. If the passenger was denied their reserved seat for any of the reasons below, Porter Airlines is not obligated to provide the passenger with the standards of treatment outlined in this document:

- Passenger has displayed health, safety, or security issues
- Passenger has failed to follow carrier rules or instructions
- Passenger does not have appropriate travel documents
- Passenger has failed to respect check-in and departure gate cut-off time limits

Volunteers and Boarding Priorities

If there are more confirmed passengers who have met all boarding requirements than there are seats available, Porter personnel must first ask for volunteers who are willing to give up their seat, in exchange for which Porter will offer:

- Travel vouchers, and
- A Confirmed seat on a later flight

If not enough volunteers present themselves, other passengers may be denied boarding involuntarily. Passengers with confirmed reservations will be permitted to board in the following order, until all available seats are occupied:

- Unaccompanied minors
- Passengers with disabilities and their support person, service animal, or emotional support animal, if any
- Passengers traveling with family members
- Passengers who have previously been denied boarding on the same ticket

Airlines also may not deny boarding to a passenger who is already onboard the aircraft, unless it is required for reasons of safety.

Involuntary Denied Boarding

If you have been involuntarily Denied Boarding, you are entitled to certain standards of treatment, dependent upon the reason for which the Denied Boarding occurred. This reason, as well as the category under which this reason falls, must be disclosed to you by the Porter agent. These will determine our obligations towards you, as well as your entitlements as a passenger who has been Denied Boarding.

Standard Entitlements

Regardless of the reason, all passengers who are Denied Boarding involuntarily are entitled to the following from Porter:

- Communication of Key Information
- Alternate Travel Arrangements

Where this document states “Standard Entitlements”, please refer to this section for further information. These Standard Entitlements are further explained below:

Communicating Key Information

Every passenger that is Denied Boarding must be provided a Denied Boarding Information Page (this document) which will explain what the passenger is entitled to.

In the event that the passenger is entitled to compensation, they must also be provided with an Involuntary Denied Boarding Receipt, which confirms the passenger’s cash entitlement, and the amount accepted as compensation.

Please refer to the category affecting your Denied Boarding situation in the following pages for further information.

Alternate Travel Arrangements

For Denied Boarding caused by **situations within Porter’s control**, a passenger will be provided alternate travel arrangements on the next available Porter Flight.

Refunds

Refunds must be made to the person who purchased the ticket, in the same form of payment in which the ticket or additional service was purchased.

If the alternate travel arrangements that Porter offers does not meet the passenger’s needs, the passenger may choose to receive a refund of the unused portion of their ticket.

Porter is also required to refund **any added services** the passenger has purchased if they do not receive those services on the alternate flight (i.e. Seat fees, etc.)

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Within Carrier's Control, for Safety Reasons

Passenger is entitled to the Standard entitlements, as well as the following:

Standard of Treatment

- Food and Drink (generally via meal vouchers, depending on time of day, location of airport, duration of delay)
- Access to communication (WiFi where available, phone, etc.)
- Overnight Accommodation, if needed
 - Hotel and Transportation vouchers

If providing food and drink, access to communications, or accommodations would further delay the passenger, Porter may refuse or limit what they provide.

Outside Carrier's Control

Passenger is entitled to the Standard entitlements only. Please refer to the "Standard Entitlements" section on the first page.

Flights Originating in Canada

Within Carrier's Control

Passenger is entitled to the Standard Entitlements, as well as the following:

Standard of Treatment

- Food and Drink (generally via meal vouchers, depending on time of day, location of airport, duration of delay)
- Access to communication (WiFi where available, phones, etc.)
- Overnight Accommodation if needed
 - Including hotel and transportation vouchers

If providing food and drink, access to communications, or accommodations would further delay the passenger's departure, Porter may refuse or limit what they provide.

Compensation

ARRIVAL DELAY LENGTH	CASH ENTITLEMENT
Arrival Delayed by less than 6 hours	\$900 CAD
Arrival delayed by 6 hours or more, but less than 9 hours	\$1,800 CAD
Arrival delayed by more than 9 hours	\$2,400 CAD

Payment

Passengers denied boarding involuntarily are entitled to the cash entitlement listed above. This may be paid to the passenger in the form of cash (or cash equivalent) at the airport. Passengers may choose an alternate form of compensation, such as a voucher, if the following conditions are met:

- Cash entitlement is disclosed to the passenger
- Amount offered in alternative form of payment is higher than the cash entitlement
- All key terms and conditions of the alternative are disclosed

In all cases, the **Involuntary Denied Boarding Receipt** must be completed indicating the passenger understands what they are entitled to and the method in which they have elected to receive their compensation.

The voucher offered does not expire, is transferable, and may only be applied to the base fare of a Porter fare; further terms and conditions can be found on the Receipt.

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Flights Originating in the U.S.

Where applicable, refer to the following **compensation table** below:

ARRIVAL DELAY LENGTH	CASH ENTITLEMENT
Less than 1 hour arrival delay	N/A
1 to 4 hour arrival delay	200% of the one-way fare *up to \$775 USD
Over 4 hour arrival delay	400% of the one-way fare *up to \$1550 USD

Payment

Passengers Denied Boarding involuntarily are entitled to the cash entitlement listed above. This may be paid to the passenger in the form of cash (or cash equivalent) at the airport. Passengers may choose an alternate form of compensation, such as a voucher, if the following conditions are met:

- Cash entitlement is disclosed to the passenger
- Amount offered in alternative form of payment is higher than the cash entitlement
- All key terms and conditions of the alternative are disclosed

In all cases, the **Involuntary Denied Boarding Receipt** must be completed indicating the passenger understands what they are entitled to and the method in which they have elected to receive their compensation.

The voucher offered does not expire, is transferable, and may only be applied to the base fare of a Porter fare; further terms and conditions can be found on the Receipt.

Originating in the U.S. – Within Carrier’s Control

Passenger is entitled to the Standard entitlements, as well as the following:

Standard of Treatment

- Food and Drink (generally via meal vouchers, depending on time of day, location of airport, duration of delay)
- Access to communication (WiFi where available, phone, etc.)
- Overnight Accommodation, if needed
 - Hotel and Transportation vouchers

If providing food and drink, access to communications, or accommodations would further delay the passenger, Porter may refuse or limit what Porter provides.

Compensation

Please refer to the **compensation table** above.

Originating in the U.S. – Within Carrier’s Control, for Safety Reasons

The passenger is entitled to the Standard entitlements, as well as the following:

Standard of Treatment

- Food and Drink (generally via meal vouchers, depending on time of day, location of airport, duration of delay)
- Access to communication (WiFi where available, phone, etc.)
- Overnight Accommodation, if needed
 - Hotel and Transportation vouchers

If providing food and drink, access to communications, or accommodations would further delay the passenger, Porter may refuse or limit what they provide.

Originating in the U.S. – Outside Carrier’s Control

Passenger is entitled to the Standard entitlements only. Please refer to the “Standard Entitlements” section on the first page.

Weight Restrictions due to Weather Issue

The passenger is entitled to the Standard Entitlements, as well as the following:

Standard of Treatment

- Overnight Accommodation, if needed
 - Hotel and Transportation vouchers

If providing food and drink, access to communications, or accommodations would further delay the passenger, Porter may refuse or limit what they provide.

Compensation

Please refer to the **compensation table** above.