



## Canada Jetlines Conditions of Carriage (Air Passenger Protection Regulations – APPR)

Eff. 06 February 2024

Commitment under the [Canadian Air Passenger Protection Regulations](#):

Canada Jetlines is committed to providing the highest quality of service to all our customers, and it's important to make our service commitments readily available to you.

To ensure our passengers know their Rights, we have outlined the key elements that matter most to you. Please contact us if you have any questions at 1-866-320-8687 or [customercare@jetlines.ca](mailto:customercare@jetlines.ca).

If you are denied boarding, your flight is cancelled or delayed for at least two hours, or your baggage is lost or damaged, you may be entitled to certain standards of treatment and compensation under the [Air Passenger Protection Regulations](#).

For more information about your passenger rights please contact Canada Jetlines or visit the Canadian Transportation Agency's website at [Canadian Transportation Agency \(otc-cta.gc.ca\)](http://CanadianTransportationAgency.otc-cta.gc.ca)

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## Baggage

If your baggage is delayed or damaged:

Proper handling of your checked baggage and making sure that it arrives with you is our priority. If it's delayed, we'll do our best to deliver it within 24 hours after receipt of the bag. Please contact a representative at the airport or our Contact Centre at 1-866-320-8687 immediately if you cannot locate your checked baggage upon arrival.

- If your baggage is delayed, damaged, or lost, Canada Jetlines will refund the fees you paid to check it in.
- Our liability towards you is limited in respect to destruction, loss, delay, or damage to baggage, to a maximum of 1,288 Special Drawing Rights (which is approximately \$2,350 CAD) per passenger. This limit applies to most international itineraries, as well as to domestic itineraries within Canada.

You'll be reimbursed for reasonable interim out-of-pocket expenses upon submitting your receipts which must be submitted no later than 21 days from the date your baggage was placed at your disposal. To submit your receipts, please call Canada Jetlines at 1-866-320-8687.

We do not provide an option to insure for higher values; passengers wishing to do so should contact an independent insurance agent prior to travel.

## Delays & Cancellations

Note: This section applies to scheduled flights operated by Canada Jetlines only.

If a Canada Jetlines flight is delayed or cancelled due to an unforeseen problem, we will keep you informed at the airport and on board the affected aircraft. **That's why it is important to provide your contact information (email and telephone number), while traveling, at the time of booking.**

Based on the information you provided, we will promptly provide timely updates, including the reason for the delay or cancellation:

- As soon as we're aware of such a delay or cancellation, and
- As soon as possible when new information is available.
- Every 30 minutes at the gate on day/time of departure.

In the event of an extended delay or a cancellation:



Note: This applies to Canada Jetlines only.

If you are travelling on another airline, you must contact the carrier directly, as the obligation to provide compensation and alternate travel arrangements is the responsibility of the carrier operating the flight which was delayed or cancelled.

Some delays and cancellations are within an airline's control, whereas others, like those caused by severe weather, airport and air traffic disruptions, or reasons due to safety, are simply out of our hands. Whatever the reason for the delay or cancellation, if your Canada Jetlines flight is delayed or cancelled, our agents will do everything possible to assist you.

#### Standards of Treatment:

When a flight is delayed or cancelled due to reasons within Canada Jetlines control or required for safety purposes, and (i) you have been informed of the delay or cancellation less than 12 hours before the departure time indicated on your ticket, and (ii) you have waited two hours after the departure time indicated on your ticket, we'll provide you with the following:

- Food and drink in reasonable quantities, considering the length of the wait, the time of day and location.
- Access to a means of communication; and
- Hotel or comparable accommodations for overnight delays, for out-of-town passengers, subject to availability and within reasonable distance from airport, along with transportation to the hotel or other accommodation (or residence), and back to the airport.

#### Alternative Travel Arrangements:

If your flight is delayed by more than three hours or cancelled because of a situation that's outside of our control, here's how your travel plans will be accommodated:

- Canada Jetlines will provide to the passenger, free of charge, an alternate confirmed reservation for the next available flight that is operated by Canada Jetlines which is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 48 hours of the departure time that is indicated on that ticket." or
- We can also change your return to match the same length of stay if necessary.
- If the departure time of your new flight is more than 3 hours from the original departure time, and you choose to no longer travel, you can request a refund of the unused portion of your ticket.



If your flight is delayed by more than three hours or cancelled due to a situation that is within our control or required for safety purposes, here's how your travel plans will be accommodated:

- We'll rebook you on the next available Canada Jetlines flight or on one of our partner airlines within 9 hours of your original departure time; or
- If we cannot do this, we'll re-route you on any carrier via any reasonable air route to your destination that departs within 48 hours of your original departure time; or
- If we're still unable to provide a confirmed reservation that complies with the above, we'll seek to re-route you from another airport that is within a reasonable distance of your departure airport to your destination (if any). If your new departure is from such an airport, Canada Jetlines will arrange for your transportation to that other airport.
- We can also change your return to match the same length of stay if necessary.

If you refuse the alternate travel arrangements offered because travelling no longer serves a purpose, we'll refund the unused portion of the ticket or, if you aren't at your point of origin, refund your ticket and provide you with a confirmed reservation back to your point of origin that accommodates your needs.

Please refer to [Rule 90 and Rule 91](#) in the tariff for more details.

#### *Compensation: Delay*

If a delay is within Carrier control, and not for reasons of safety, and the passenger is informed 14 days or less before the original departure time of the flight, the following minimum compensation may apply:

- (i) \$125, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by three hours or more, but less than six hours,
- (ii) \$250, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by six hours or more, but less than nine hours, or
- (iii) \$500, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by nine hours or more.



### *Compensation: Cancellation*

If a cancellation is within Carrier control, and not for reasons of safety, and the passenger is informed 14 days or less before the original departure time of the flight, the minimum compensation of \$125 may apply.

If you're a passenger whose flight was cancelled or delayed because of a situation within carrier control, and you arrive at your original destination with a delay of three hours or more, you'll be entitled to receive compensation for delays and cancellations from Canada Jetlines (unless you are informed of the cancellation or of the delay 15 days before the scheduled time of departure).

Compensation for delays and cancellations is calculated based on your arrival time at destination and is \$125 CAD (for delays at arrival between 3 and 6 hours), \$250 CAD (for delays at arrival between 6 and 9 hours), and \$500 CAD (for delays at arrival by 9 hours and more).

If you refuse the alternate travel arrangements offered because travelling no longer serves a purpose, and the delay is within our control, you'll be entitled to receive compensation of \$400 CAD.

Please note that you are not entitled to receive delay or cancellation compensation if you have already been paid denied boarding compensation, or if you have already been paid under another passenger rights regime for the same event.

If you wish to provide feedback or file a complaint about our services, please contact our call center at 1-866-320-8687 or email us at [customer care@jetlines.ca](mailto:customer care@jetlines.ca).

Information on treatment, compensation and recourse: Jetlines provides information on the treatment of passengers and minimum compensation owed by the carrier and the recourse against the carrier available to passengers, including their recourse to the Canadian Transportation Agency.

Should you wish to provide feedback or file a complaint about our services, please contact us via email at [customer care@jetlines.ca](mailto:customer care@jetlines.ca) and we'll contact you at the earliest. If you wish to file a complaint, you may do so with the Canadian Transportation Agency at [Canadian Transportation Agency \(otc-cta.gc.ca\)](http://Canadian Transportation Agency (otc-cta.gc.ca))

## If You Are Denied Boarding:

Note: This section applies to flights operated by Canada Jetlines flights.

It's never our intention to inconvenience you. On principle, we do not overbook our flights, however due to operational requirements, sometimes we can't accommodate you even though you have a confirmed reservation. If you are denied boarding, your flight is cancelled or delayed for at least two hours, or your baggage is lost or damaged, you may be entitled to certain standards of treatment and compensation under the Air Passenger Protection Regulations. For more information about your passenger rights please contact your air carrier or visit the Canadian Transportation Agency's website

### Denial Of Boarding – Within the Carrier's Control and Within The Carrier's Control But Required For Safety Purposes – Request For Volunteers

1. In cases of denial of boarding within the carrier's control and within the carrier's control but required for safety purposes, the carrier will not deny boarding to a passenger unless it has asked all passengers if they are willing to give up their seat. As such, the carrier will make an announcement and ask for volunteers to relinquish their seats from among the confirmed passengers. At the same time, the carrier will announce what type of benefits passengers will be entitled to should they voluntarily relinquish their seat. The carrier will advise any 1. passenger who expresses an interest in relinquishing their seat of the amount of compensation a passenger could receive pursuant to Tariff Rule 96 (G)(1) if there is a denial of boarding.
2. Attempts to find volunteers may take place at the check-in or boarding areas. The carrier may also seek volunteers before the passenger arrives at the airport. The carrier will continue to make this request of passengers until it obtains enough volunteers to prevent a denial of boarding or until it determines that it does not, despite its best efforts, have enough volunteers.

If the carrier offers a benefit in exchange for a passenger willingly relinquishing their seat in accordance with (1) (above) and a passenger accepts the offer, or if they negotiate a benefit acceptable to both parties, the carrier will provide the passenger with a written confirmation of that benefit before the flight departs. A passenger who willingly relinquishes their seat is not considered to be a passenger who has been subject to a denial of boarding by the carrier and as such, is not entitled to further compensation pursuant to Tariff Rule 96 (G) (1)



### *Rebooking:*

If you're denied boarding because of a situation that's outside of our control, here's how your travel plans will be accommodated:

A confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 9 hours of the departure time that is indicated on that original ticket.

If you're denied boarding due to a situation that is within our control or required for safety purposes, here's how your travel plans will be accommodated:

- We'll rebook you on the next available Canada Jetlines flight or on one of our partner airlines within 9 hours of your original departure time; or
- If we can't do this, we'll re-route you on any carrier via a reasonable air route to your destination that departs within 48 hours of the original departure time; or
- If we're still unable to provide a confirmed reservation that complies with the above, we'll re-route you from another airport that is within a reasonable distance of your departure airport to your destination (if any). If your new departure is from such an airport, Canada Jetlines will arrange for your transportation to that other airport;
- If you refuse the alternate travel arrangements offered because travelling no longer serves a purpose, we'll refund the unused portion of the ticket or, if you aren't at your point of origin, refund your ticket and provide you with a confirmed reservation back to your point of origin that accommodates your needs.

### *Standards of Treatment:*

If you're denied boarding for a situation within Canada Jetlines control or for security reasons, we'll provide you with the following before you board your next flight booked as part of your alternate travel arrangements, unless this would further delay you:

- Food and drink in reasonable quantities, considering the length of the wait, the time of day and location;
- Access to a means of communication; and
- Hotel or comparable accommodations for overnight delays for out-of-town passengers, subject to availability within reasonable distance from airport, along with transportation to the hotel or other accommodation, and back to the airport.



### *Compensation:*

If you're a passenger who is denied boarding involuntarily because of a situation within our control, you'll be entitled to receive "denied boarding compensation" from Canada Jetlines, unless:

- You haven't fully complied with the Canada Jetlines ticketing and check-in requirements, or you aren't acceptable for transportation under Canada Jetlines' rules and practices. For more information on refusal to transport, see review our tariffs (Rule 75);
- The flight is cancelled or delayed.
- You're offered accommodations on the same flight as the one specified on your ticket, at no extra charge.

If a denied boarding is within Carrier control, and not for reasons of safety, the following minimum compensation may apply:

- \$900, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by less than six hours;
- \$1,800, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by six hours or more, but less than nine hours; and
- \$2,400, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by nine hours or more.

Denied boarding compensation is calculated based on your arrival time at destination and is \$900 CAD (if delayed less than 6 hours), \$1,800 CAD (if delayed between 6 and 9 hours), and \$2,400 CAD (if delayed by 9 hours and more).

Read more about travelling on a different flight for compensation. The complete rules explaining your rights, the payment of compensation and boarding priorities are available in our international and transborder tariff under [Rule 96 and Rule 125](#).

## **Tarmac Delays**

When a tarmac delay occurs, we must provide affected passengers access to communication (if feasible), reasonable quantities of food and drink (non-alcoholic), access to working lavatories and adequate heating, cooling and ventilation.

If a passenger requires medical assistance, the Carrier will assist in obtaining medical assistance.

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. Passengers with disabilities will be consulted to determine whether they would like to disembark first.

### **Exceptions**

Airlines are not required to let passengers disembark at the three-hour mark if takeoff is imminent and they can meet all required standards of treatment previously listed until take-off.

“Takeoff is imminent” means it is the reasonable opinion of the pilot in command that takeoff will occur no later than 3 hours and 45 minutes after the start of the tarmac delay (i.e., when aircraft doors were closed).

Airlines 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).

For more information, please refer to [Rule 92](#) in our tariff.

### **Seating Children with Family**

Canada Jetlines will do everything possible to ensure children under the age of 14 are seated close to their accompanying family member free of charge as defined in Rule 41 of the tariff.

Canada Jetlines has a comprehensive policy that ensures every reasonable effort is made by Canada Jetlines airport staff & flight attendants to seat children under the age of 14 next to their accompanying adult. Please note that this policy does not apply to families who have opted to pay the advance seat selection fee.

Please refer to [Children and Travel \(Rule 41\)](#) for additional information.

### **Transportation of Musical Instruments**

For provisions related to the transportation of musical instruments, please refer to Rule 56 in the [tariff](#).



## Our Tariff

Canada Jetlines is required by law to publish its terms and conditions of carriage on this website and to make its tariffs available for public inspection. An air carrier's tariff is the document that contains the terms and conditions of carriage applicable to scheduled air services it provides. All carriage sold by Canada Jetlines is subject to its tariff and can be viewed here: [Tariff](#)

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## Additional Canada Jetlines Policies

Please read below other important conditions that govern transportation on Canada Jetlines, e.g., our check-in and boarding gate deadlines, baggage policies and other conditions of contract.

### [Carry-on baggage policy](#)

Oversized carry-on bags aren't permitted on our aircraft and may cause flight delays for all passengers. Please ensure your carry-on bags are within the maximum allowed size as indicated below; they're required to fit in the baggage sizing verification device at check-in or boarding time.

You may carry items which fall within the 2-piece carry-on baggage allowance on board, subject to approved dimensions as follows:

- One (1) carry-on bag or suitcase, and
- One (1) personal article such as a briefcase, laptop computer, diaper bag, camera case or other similar item.

**It is recommended that documents and medication be packed in your carry-on baggage. All prescription medications must be properly labelled with the names of the patient, medication, and the issuing medical office or pharmacy.**

### [Checked baggage policy](#)

When travelling with Canada Jetlines, you may be entitled to a free checked baggage allowance, depending on your destination and/or fare purchased. When the number, weight and/or overall dimensions (length + width + height) of your checked bags exceed the limits of your free checked baggage allowance, additional checked baggage charges will apply.

Ensure your checked bags are properly identifiable.

Please do not pack valuables or prescribed medication in your checked baggage. Jetlines does not accept excess valuation on any type of articles. Special rules apply to fragile, valuable, or perishable articles. Learn more about checked baggage restrictions in the [tariff](#).

Check-in and boarding gate deadlines:

1. The passenger is responsible for obtaining all required travel documents (passports, visas, tourist cards, health certificates, or other appropriate and necessary identification) including those of any children that are accompanied by the passenger.



2. The passenger is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through and for complying with the instructions of the carriers concerned.

You must obtain your boarding pass and check in any baggage as per the check-in deadlines as outlined in the tariff.

**Check-in and baggage drop-off deadline:** The passenger must have checked in, obtained their boarding pass and checked all baggage at the baggage drop-off counter before the check-in deadline for their flight 60 minutes for domestic flights and 90 minutes for USA or International flights. before their flight departs from all stations.

Additionally, you must be available for boarding at the boarding gate as per the boarding gate deadlines indicated below. Failure to respect check-in and boarding gate deadlines may result in the reassignment of any pre-reserved seats, the cancellation of a reservation, and/or ineligibility for denied boarding compensation.

**Boarding gate deadline:** The passenger must be available for boarding at the boarding gate by the boarding gate deadline 20 minutes before their flight with a valid boarding pass.

Cancelling your flight:

Canada Jetlines will cancel any purchased ticket and provide a full refund without penalty up to 24 hours after purchase. Beyond 24 hours, voluntary changes to your itinerary may require the payment of additional fees and fare upgrades. If you are travelling on a non-refundable ticket, we won't be able to make exceptions in the event of an unexpected trip cancellation or medical emergency.

We recommend the purchase of travel insurance.

Any earned travel credit must be used by the original traveller subject to new fare type and rules. All credits need to be used within 365 days of original travel date.

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## Important Notices

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that international treaties known as the Montreal Convention, or its predecessor, the Warsaw Convention (including its amendments) may apply to the entire journey, including any portion thereof within a country. For such passengers, the applicable



treaty, including special contracts of carriage embodied in any applicable tariffs, governs and may limit the liability of the carrier.

#### Notice of liability limitations

The Montreal Convention or the Warsaw Convention system may be applicable to your journey and these Conventions govern and may limit the liability of air carriers for death or bodily injury, for loss, delay, or damage to baggage.

Where the Montreal Convention applies, the limits of liability are as follows:

1. There are no financial limits for death or bodily injury.
2. With respect to destruction, loss of, or damage or delay to baggage, up to 1,288 Special Drawing Rights (approximately \$2,350 CAD) per passenger in most cases. Please note that pursuant to the *Canadian Air Passenger Protection Regulations*, this limit also applies to Canadian domestic itineraries.
3. For damage caused by delay to your journey, 5,346 Special Drawing Rights per passenger in most cases.

Where the Warsaw Convention system applies, the limits of liability are as follows:

1. 16,600 Special Drawing Rights with respect to death or bodily injury if the Hague Protocol to the Convention applies, or 8,300 Special Drawing Rights if only the Warsaw Convention applies.
2. 19 Special Drawing Rights per kg for loss of or damage or delay to checked baggage and 332 Special Drawing for unchecked baggage.
3. The carrier may also be liable for damage caused by delay.

Further information may be obtained from Canada Jetlines as to the limits applicable to your journey. If your journey involves carriage by different carriers, you should contact each carrier for information on the applicable limits of liability.

Regardless of which Convention applies to your journey, Canada Jetlines doesn't allow a declaration of your baggage value or charge any supplementary fee for baggage loss, delay or damage to baggage. If your baggage value exceeds the applicable limit of liability, you should fully insure it before you travel.

**Time limit for action:** Any action in court to claim damages must be brought within 6 months two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

**Baggage claims:** Written notice to the carrier must be made within 7 days of the receipt of



checked baggage in the case of damage, and, in the case of delay, within 21 days from the date on which it was placed at the disposal of the passenger.

**Baggage Fee:** For lost, damaged or delayed baggage, the carrier will also compensate you for any fees that may have been paid to check that baggage.

**Notice of contract terms incorporated by reference:**

Your contract of carriage with the carrier that provides you with carriage by air, whether international, domestic or a domestic portion of an international journey, is subject to this notice; to any notice or receipt of the carrier; and to the carrier's individual terms and conditions (Conditions), related rules, regulations, and policies (Regulations) and any applicable tariffs.

The Conditions, Regulations and any applicable tariffs of each carrier are, by this notice, incorporated by reference into and made part of your contract of carriage.

The Conditions may include, but are not restricted to:

- Conditions and limits on the carrier's liability for the bodily injury or death of passengers.
- Conditions and limits on the carrier's liability for the loss of, damage to or delay of goods and baggage, including fragile or perishable goods.
- Application of the carrier's Conditions and limits of liability to the acts of the carrier's agents, servants and representatives, including any person providing either equipment or services to the carrier.
- Claims restrictions, including time limits by which passengers must file claims or bring actions against the carrier.
- Rules about reservations; check-in times; the use, duration and validity of air transportation services; and the carrier's right to refuse carriage.
- Rights of the carrier and limits on the carrier's liability for delay or failure to perform a service, including schedule changes, substitution of alternative carriers or aircraft and re-routing, and, when required by applicable law, the obligation of the carrier to notify passengers of the identity of the operating carrier or substituted aircraft.
- Rights of the carrier to refuse carriage to passengers who fail to comply with applicable laws or who fail to present all necessary travel documents.

You can obtain more information about your contract of carriage and tariff on our website at [www.jetlines.com](http://www.jetlines.com).