

Canada Air Passenger Protection Regulations

If your flight is delayed or cancelled, if you are denied boarding, if your baggage is lost or damaged, or if you are traveling with a child under the age of 14, 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 us or visit the Canadian Transportation Agency [website](#).

Please see our [General Conditions of Carriage](#), and [Conditions of Contract](#), for full terms and conditions applicable to your travel with Aer Lingus.

Denied Boarding

This section applies to flights operated by Aer Lingus. If you were denied boarding on a codeshare flight operated by another airline, please contact that carrier directly. The obligation to provide alternate travel arrangements and is the responsibility of the carrier operating the flight.

If you are involuntarily denied boarding, we will tell you why you were denied boarding, the compensation and standards of treatment you may be entitled to, and the recourses you have available.

a) Volunteers

During a denied boarding situation, we will first ask for volunteers who are willing to give up their seat in exchange for compensation.

b) Boarding Priorities

If there are insufficient volunteers, we may deny boarding involuntarily to passengers holding a confirmed reservation. In that event we will give priority will be provided, in the following order: to unaccompanied minors; passengers with a disability, their support person, service animal, or emotional support animal, if any; passengers travelling with family members; and passengers who were previously denied boarding on the same ticket.

c) Information

If you are involuntarily denied boarding, we will tell you why you were denied board, the standards of treatment and compensation you may be entitled to, and the recourses you have available.

d) Assistance

If you are denied boarding due to a situation *within our control or within our control but required for safety purposes*, you will be provided with the following assistance free of charge 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 a reasonable distance from airport, and transport between the hotel and the airport.

e) Rebooking / refund

If you are denied boarding because of a situation that is *outside our control* we will:

- rebook you on the next available Aer Lingus flight or on a flight of a partner airline on a reasonable route from the same airport departing within 48 hours of your original departure time, or

- if such rebooking is not possible, we will try to re-route on the next available flight on another carrier on a reasonable route from the same airport, or another nearby airport, and we will arrange for transportation to that other airport.

If you are denied boarding due to a situation that is *within our control* or *within our control but required for safety purposes*, we will:

- rebook you on the next available Aer Lingus flight or on a flight of a partner airline on a reasonable route from the same airport departing within 9 hours of your original departure time, or
- if such rebooking is not possible, we will re-route you on a flight on another carrier on a reasonable route from the same airport to your destination departing within 48 hours of your original departure time, or
- if the above rebooking options are not possible, we will try to re-route you on another carrier on a reasonable route from a nearby airport to your destination and we will arrange for transportation to that other airport, or
- if the rebooking options we propose do not meet your travel needs, we will refund the unused portion of the ticket. If you are no longer at the starting point of your trip and your travel no longer serves its purpose because of the delay or cancellation, we will return you to your point of origin and refund the ticket. Refunds will be made to the person who purchased the ticket in the same form of payment the ticket or additional services were purchased.

f) Compensation:

If you are denied boarding involuntarily because of a situation *within our control*, you are entitled to receive denied boarding compensation provided you have fully complied with our ticketing and check-in requirements.

Denied boarding compensation is calculated based on your arrival time at your destination as follows:

- CAD \$900 if delay on arrival is less than 6 hours
- CAD \$1,800 if delay on arrival is between 6 and 9 hours
- CAD \$2,400 if delay on arrival is 9 hours or more.

Notifying you of delays and cancellations

This section applies to flights operated by Aer Lingus.

We will do our best to keep you informed at the airport and on board the disrupted flight using the contact information provided in your booking. Based on the information available, we will promptly provide timely updates, including the reason for the delay or cancellation as soon as we become aware of the delay or cancellation and then, at regular intervals of 30 minutes until a new departure time for the flight is set, or new travel arrangements have been made for you, and as soon as possible when new information is available.

Extended delay or cancellation

This section applies to flights operated by Aer Lingus. If you are travelling on a codeshare flight operated by another airline, you must contact that airline directly. The obligation to provide alternate travel arrangement or compensation is the responsibility of the carrier operating the flight that was delayed or cancelled.

Some delays and cancellations are within our control or within our control but required for safety purposes such as unexpected technical malfunctions, while others such as those caused by severe weather or airport and air traffic disruptions, are outside our control.

a) Assistance

When an Aer Lingus flight is delayed or cancelled due to reasons *within our control or within our control but required for safety purposes*, and you have been informed of the delay or cancellation less than 12 hours before the scheduled departure time, and you have waited 2 hours or more after the scheduled departure time, we will provide you with the following assistance free of charge unless this would further delay you:

- food and beverages 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 a reasonable distance from airport, and transport between the hotel and the airport.

b) Rebooking / refund

For delays of 3 hours or more and cancellations for reasons *outside our control* we will:

- rebook you on the next available Aer Lingus flight or on a flight of a partner airline on a reasonable route from the same airport departing within 48 hours of your original departure time, or
- if such rebooking is not possible, you will have the choice of refund or re-route on a flight on another carrier on a reasonable route to your destination within 48 hours of the original departure time, including from a nearby airport in which event we will arrange for transportation to that other airport.

If you have opted to receive a refund and you are no longer at the starting point of your trip, and your travel no longer serves a purpose, we will return you to your point of origin free of charge. Refunds will be made to the person who purchased the ticket in the same form of payment the ticket or additional services were purchased.

For delays of 3 hours or more and cancellations which are due to *reasons within our control or within our control but required for safety purposes*, we will:

- rebook you on the next available Aer Lingus flight or on a flight of a partner airline on a reasonable route from the same airport departing within 9 hours of your original departure time; or
- if such rebooking is not possible, we will re-route you on a flight on another carrier on a reasonable route from the same airport to your destination within 48 hours of your original departure time, or
- if the above rebooking options are not possible, we will try to re-route you on another carrier on a reasonable route from a nearby airport to your destination in which event we will arrange for transportation to that other airport, or
- if the rebooking options we propose do not meet your travel needs, we will refund the unused portion of the ticket. If you are no longer at the starting point of your trip and your travel no longer serves its purpose because of the delay or cancellation, we will return you to your point of origin and refund the ticket. Refunds will be made to the person who purchased the ticket in the same form of payment the ticket or additional services were purchased.

c) Compensation

You are entitled to receive compensation for inconvenience due to the delay or cancellation if

- the delay or cancellation was fully within our control;
- you arrive at your original destination with a delay of 3 hours or more;
- you were informed of the delay or cancellation 14 days or less before the scheduled departure time.

The amount of compensation is calculated based on the arrival time at your destination as follows:

- CAD \$400 if delay on arrival is between 3 and 6 hours
- CAD \$700 if delay on arrival is between 6 and 9 hours
- CAD \$1,000 if delay on arrival is 9 hours and more.

If you chose to be refunded instead of rebooked and the delay was fully within our control, you are entitled to compensation of \$400 CAD.

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.

Requests for compensation must be filed with us within 1 year of the flight on which the delay or cancellation occurred.

Tarmac Delay

If a flight is delayed on the tarmac after the aircraft doors are closed for take-off, or after a flight has landed, we will provide:

- access to lavatories in working order;
- ventilation and cooling or heating of the aircraft;
- a means to communicate with people outside the aircraft if feasible to do so; and
- food and beverages in reasonable quantities, taking into account the circumstances of the delay, the time of day and location of the airport.

Provided we can do so safely and securely, and there are no air traffic or customs control reasons that prevent it, and if the aircraft is at an airport in Canada, we will provide you with an opportunity to disembark 3 hours after the doors are closed for takeoff, or 3 hours after landing (or sooner if feasible), unless it is likely that takeoff will occur less than 3hrs 45 minutes after the aircraft doors are closed for takeoff, or after the flight has landed and we cannot provide the assistance above. Passengers with urgent medical problems or disabilities will receive access for assistance and priority disembarkation respectively.

Seating for children under the age of 14

Aer Lingus will do everything possible to seat children under the age of 14 next to their parent, guardian or tutor (accompanying person), or as close to them as possible, as follows:

- In the case of a child under age 5, a seat directly beside their accompanying passenger;
- In the case of a child aged 5 to 11 years, a seat in the same row as their accompanying passenger and separated by no more than one seat; and

- In the case of a child aged 12 or 13 years of age, a seat that is in a row separated from the row of their accompanying passenger by no more than one row.

This seating will be assigned for you at no additional charge prior to or at the time of check-in. If you are checking in online, you may be able to select seating yourself however if appropriate seating is not available at that point, our airport check-in agents who will assign your seating.

If you decide to change the free seat assignment provided or if you wish to pre-select non-standard seating, there may be an additional charge.

If your baggage is lost, delayed or damaged

If your baggage is delayed, damaged or lost for 21 days or more, you will be refunded any checked bag fees you paid.

Our liability for lost, damaged or delayed baggage is governed by the Montreal Convention and our liability under the Convention is limited to 1,519 Special Drawing Rights (approximately CAD \$2,868) per passenger.

You should report any damage or delay to your baggage at the Aer Lingus desk / our agents in the arrivals baggage hall and file a baggage irregularity report. Claims for damage to baggage must be submitted in writing to us within 7 days from the date of receipt of the baggage. Claims in respect of delay to baggage must be submitted in writing to us within 21 days from the date on which the baggage has been placed at your disposal.

Please go to the [Baggage Support](#) page on our website for full details of our delayed and damaged baggage policies.

Recourse

You can file a complaint with us using this form <https://www.aerlingus.com/support/legal/complaints/>. You may also file a complaint with the Canadian Transportation Agency.