**Instructions**

On the next page, you will find a sample skeletal statement of claim. Its purpose is to inform the judge adjudicating your dispute with the airline about:

* the **relevant facts**; and
* the **applicable law**.

Please fill in the gray fields as concisely as possible, and provide only the information that is absolutely necessary. You may delete fields that are not needed.

Remember: brevity is the soul of wit.

Your provincial court’s rules may require you to paste this information into a form, add a heading setting out the parties, or attach it as “Details of Claim” on a separate sheet.

Please check and inform yourself about the court rules before filing.

**Terms and Conditions of Use**

The use of this sample document is subject to the [Terms and Conditions of Use](http://airpassengerrights.ca/en/legal/terms-conditions) posted on the Air Passenger Rights Website.

In particular, and without limiting the generality of the foregoing, you explicitly acknowledge that:

* the sample document is provided for information and advocacy purposes only and **does not** constitute legal advice; and
* use of this sample document is entirely at your own risk.

If you are involved in a travel-related dispute, Air Passenger Rights strongly recommends that you research the law on your own and/or seek legal advice from a qualified lawyer. We recommend that you contact the lawyer referral service of the law society of your province.

**Overview**

1. Plaintiff is claiming damages arising from delay of their checked baggage.

**The Facts**

1. On DATE OF YOUR TRAVEL, Plaintiff travelled on the following itinerary: YOUR ITINERARY
2. On DATE OF YOUR TRAVEL, Plaintiff checked in X piece(s) of baggage bearing baggage tag number(s) BAGGAGE TAG NUMBER(S).
3. Upon arrival at DESTINATION, Plaintiff’s checked baggage bearing tag numbers TAGS OF MISSING did not arrive.
4. On DATE OF REPORT, Plaintiff completed a Baggage Irregularity Report with the airline(s).
5. On DATE OF DELIVERY, the missing baggage was delivered to Plaintiff.
6. Plaintiff incurred damages totalling X due to delay of Plaintiff’s baggage.
7. On DATE OF LETTER, Plaintiff complained in writing to the airline(s) about the delay of her/his checked baggage, and requested that the airline(s) reimburse her/him for the aforementioned losses.
8. The airline(s) refused and continue to refuse to compensate Plaintiff.

**The Law**

1. Plaintiff pleads and relies on the provisions of the *Carriage by Air Act,* R.S.C. 1985, c. C-26, and in particular s. 2(2.1) and Schedule VI, known as the *Montreal Convention.*
2. Pursuant to Article 19 OR, AS NEEDED: ARTICLES 19 AND 36(3), AND CHAPER v of the *Montreal Convention,* the airline(s) are liable for damages occasioned by delay of Plaintiff’s baggage.
3. Pursuant to Articles 22(2) and 24 of the *Montreal Convention,* the liability of the airline(s) is limited to 1,131 Special Drawing Rights (SDR), which is approximately CAD$2,000.
4. Pursuant to Article 26 of the *Montreal Convention,* the airline(s) cannot contract out their liability, nor can they set a lower limit of liability.
5. This Court has jurisdiction to hear and determine the claim pursuant to Article 33 of the *Montreal Convention.*

**Relief Sought**

1. Plaintiff is seeking a judgement against the airline(s) in the amount of X, plus pre-judgement and post-judgement interest, and costs.