

OUR GENERAL TERMS AND CONDITIONS OF CARRIAGE

Visit our <u>COVID-19 information hub</u> for Air Canada's response to the pandemic and how to adjust your current or future travel with us.

Our Customer Commitment

We're committed to providing the highest quality of service to all our customers, and we believe it's important to make our service commitments readily available to you. To this end, below we have outlined the key elements that matter most to you, our valued customer.

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 Canadian *Air Passenger Protection Regulations*.

For flights that originate from the territory of the People's Republic of China (excluding Hong Kong, Macau and Taiwan), you may also be entitled to certain standards of protection under the Chinese *Regulation on the Management of Public Air Transportation Services for Passengers*.

For more information about your passenger rights, please continue reading below, contact us or visit the Canadian Transportation Agency's <u>websiteExternal site which may not meet accessibility guidelines.</u>

For full terms and conditions applicable to your carriage please consult our tariffs.

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If your baggage is delayed or damaged:

We work hard to ensure your <u>checked baggage</u> arrives with you. If it's delayed, rest assured we'll do our best to deliver it within 24 hours. Please contact an agent from Air Canada, Air

Canada Rouge or Air Canada Express immediately if you cannot locate your checked baggage upon arrival.

* Due to the current global Covid-19 pandemic, our Central Baggage Office Call Centre services are limited. We apologize for any inconvenience this may cause. Please use the WorldTracer website to locate your bags at this time.

- You can access the WorldTracer website to check <u>status of delayed baggage online</u> or by calling 1-888-689-2247. If you do not yet have a World Tracer file, please <u>complete a</u> <u>webformExternal site which may not meet accessibility guidelines.</u> now to create one.
- If your baggage is delayed, damaged or lost, Air Canada will refund the fees you paid to check it in.
- A carrier's liability toward you is limited in respect to destruction, loss, delay, or damage to baggage, to 1,288 Special Drawing Rights (which is approximately \$2,400 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 <u>submitting your receipts</u>External site which may not meet accessibility guidelines. Claims must be submitted no later than 21 days from the date your baggage was placed at your disposal. To submit your receipts, select the Baggage Issues tile > Delayed or Damaged Baggage > Submit Expenses. See more information on <u>delayed or damaged baggage</u>, or review our <u>domestic tariff</u> and <u>international tariff</u> (Rule 60).

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Notifying you of delays or cancellations

Note: This section applies to flights operated by Air Canada, Air Canada Rouge, and Air Canada Express flights.

If a flight is delayed or cancelled due to an unforeseen problem, we'll do our best to keep you well-informed at the airport and on board the affected aircraft. That's why you must provide your contact information at the time of booking.

Based on the information available, 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 then;
- At regular intervals of 30 minutes until a new departure time for the flight is set, or new travel arrangements for passengers have been made; and
- As soon as possible when new information is available.

Voluntary changes

Any voluntary changes to a passenger's ticket issued by Air Canada will be governed by Air Canada's general conditions of carriage as well as the applicable fare rule associated to the ticket.

In the event of an extended delay or a cancellation

Note: This section applies to flights operated by Air Canada, Air Canada Rouge and Air Canada Express flights. Please note that if you're travelling on a **codeshare** flight (operated by 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 or airport and air traffic disruptions, are simply out of our hands. Whatever the reason for the delay or cancellation, if your **Air Canada, Air Canada Rouge** or **Air Canada Express** flight is delayed or cancelled, our agents will do everything possible to assist you.

1. Standards of Treatment:

When a flight is delayed or cancelled due to reasons within Air Canada's 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, and back to the airport.

If the delay is outside of Air Canada's control, we'll be happy to offer you our hotel contact information where you can access our valued customer rates.

2. 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:

- We'll rebook you on the next available Air Canada, Air Canada Rouge or Air Canada Express flight or on one of our partner airlines on a reasonable route from the same airport, within 48 hours of the end of the event that caused the delay or cancellation; or
- If we cannot do this, we'll re-route you on any carrier via any reasonable air route to your destination or 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, Air Canada 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 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 Air Canada, Air Canada Rouge or Air Canada Express 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;
- 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, Air Canada 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 visit our <u>Delays and Cancellations</u> page for more information, or consult our <u>tariffs</u>.

3. Compensation

If you're a passenger whose flight was cancelled or delayed because of a situation within our 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 Air Canada (unless you are informed of the cancellation or of the delay 15 days or more before the scheduled time of departure).

Compensation for delays and cancellations is calculated based on your arrival time at final destination and is \$400 CAD (for delays at arrival between 3 and 6 hours), \$700 CAD (for delays at arrival between 6 and 9 hours), and \$1,000 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.

4. Your Recourses:

Should you wish to provide feedback or file a complaint about our services, please complete our web formExternal site which may not meet accessibility guidelines. and we'll contact you shortly. You may also file a complaint with the Canadian Transportation AgencyExternal site which may not meet accessibility guidelines..

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If you are denied boarding (including oversales)

Note: This section applies to flights operated by Air Canada, Air Canada Rouge and Air Canada Express flights*.

It's never our intention to inconvenience you. However, due to operational requirements and inventory control, sometimes we can't accommodate you even though you have a confirmed reservation.

1. Volunteers:

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

2. Boarding Priorities:

If there aren't enough volunteers, we may deny boarding involuntarily to passengers holding a confirmed reservation in accordance with our policy on denied boarding priority, as found in our **domestic tariff** and **international tariff** (Rule 90). We'll give priority, 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, provided the carrier is informed of this fact.

We will also take into consideration any denied boarding situations that may cause severe hardship to the passenger, at our own assessment (such as with senior, sick or pregnant passengers, passengers needing to attend critical events or those with multiple connections).

3. Information:

If you're involuntarily denied boarding, we'll tell you why you were denied boarding, the compensation and standards of treatment to which you may be entitled as well as the recourses you have available.

4. 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:

- We'll rebook you on the next available Air Canada, Air Canada Rouge or Air Canada Express flight or on one of our partner airlines on a reasonable route from the same airport, within 48 hours of the end of the event that caused the denial of boarding; or
- If we cannot do this, we'll re-route you on any carrier via any reasonable air route to your destination or 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, Air Canada will arrange for your transportation to that other airport.
- Should you refuse the alternate travel arrangements offered because your travel no longer serves a purpose, please note that any refunds are subject to the fare rules applicable to your 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 Air Canada, Air Canada Rouge or Air Canada Express 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 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, Air Canada 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.

5. Standard of Treatment:

If you're denied boarding for a situation within Air Canada's 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.

6. 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 Air Canada, unless:

- You haven't fully complied with the Air Canada ticketing and check-in requirements, or you aren't acceptable for transportation under Air Canada' rules and practices. For more information on refusal to transport, see our <u>domestic</u> <u>tariff</u> and <u>international tariff</u> (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.

Denied boarding compensation is calculated based on your arrival time at destination and is \$900 CAD (if delayed between 0 and 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 <u>travelling on a different flight for compensation</u>. The complete rules explaining your rights, the payment of compensation and boarding priorities are available at all airport counters and boarding locations, as well as in our <u>domestic tariff</u> and <u>international</u> <u>tariff</u> (Rule 90).

* Please note that if you were denied boarding on a codeshare flight (operated by another airline than Air Canada), we recommend that you contact the carrier directly, as the obligation to provide compensation and alternate travel arrangements is the **responsibility of the carrier operating the flight**.

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Seating children with family

Note: This rule applies to flights operated by Air Canada, Air Canada Express and Air Canada Rouge.

Air Canada will do everything possible to ensure children under the age of 14 are seated close to their accompanying family member free of charge.

Air Canada has a comprehensive policy that ensures every reasonable effort is made by Air Canada's airport staff, flight attendants and through in-flight procedures, 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.

Passengers travelling in Signature Class pods must call Air Canada Reservations to ensure that they're provided with proper family seating.

Please refer to our section on **Children and Travel** for additional information.

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We invite you to read some of our other <u>customer service commitments</u>, which reflect our dedication to transparency and the highest level of service.

Also, our <u>Delayed Flights and Cancellations</u> section answers a lot of other questions you may have if your plans are disrupted.

Unaccompanied Minors and Infants

Note: This rule applies to flights operated by Air Canada, Air Canada Express and Air Canada Rouge.

- (1) Minors not accompanied in the same cabin by another passenger who is 16 years of age or older are only accepted for transportation provided they are between the age of 12 and 17 years at the time of travel.
- (2) Children between the age of 8 to 11 may travel unaccompanied provided that the Unaccompanied minor service is purchased.
- (3) The Unaccompanied minor service is available but optional for passengers between the age of 12 to 17.

Child restraint devices

- (1) An infant occupying a seat must be placed in an approved child restraint device. The use of an approved child restraint device is optional for minors age 2 and up but is recommended until the age of 8.
- (2) Exception: Notwithstanding the above, child restraint devices are not permitted in Signature Class cabin pods at any time and infants must be lap-held.

Fares for infants and children

- (1) For infants and children occupying a seat:
 - a) On itineraries between Canada and the US, the applicable fare is the published fare;
 - b) On any other international itinerary, a discount is applicable on the published fare for children under the age of 12 (discount not applicable to taxes, fees, charges and surcharges).
- (2) For lap-held infants not occupying a seat:
 - a) For itineraries between Canada and the US, there is no applicable fare. Taxes, fees and charges may apply;
 - b) On any other international itinerary, the fare is 10% of the applicable published fare. Taxes, fees and charges may apply.

For the complete rules and policies applying the carriage of infants and unaccompanied minors, please refer to our section on <u>Children and Travel</u> and on <u>Unaccompanied Minors</u> as well as our applicable tariff.

Acceptance of Persons with Disabilities

Note: This rule applies to flights operated by Air Canada, Air Canada Express and Air Canada Rouge.

- (1) Air Canada will accept for carriage any passenger whose mental or physical condition is such as to render him/her incapable of caring for him/herself without assistance, provided:
 - a) he/she is accompanied by a support person who will be responsible for the passenger enroute, and
 - b) with the care of such support person, he/she will not require unreasonable attention or assistance from employees of the carrier that is usually provided by the carrier employees.
- (2) For itineraries between Canada and the U.S., in accordance with 14 CFR Part 382, the carrier will accept for carriage any passenger whose mental or physical condition is such as to render him/her incapable of caring for him/herself without assistance, unless, in carrier's opinion, passenger requires a safety assistant for safety reasons.
- (3) For itineraries other than those between Canada and the U.S., non self-reliant passengers must be attended at all times.
- (4) For itineraries other than those between Canada and the U.S., for safety reasons, carrier must limit the number of non-ambulatory passengers according to aircraft type, self-reliance and presence of a support person. Contact carrier for details. Limits may be altered by the carrier in the case of athletes with a disability attending their sporting events.

For the complete rules and policies applying to the carriage of disabled passengers, including advance notice requirements and seating restrictions, please refer to our <u>Accessibility services</u> page for additional information, as well as our applicable tariff.

Our Tariffs

An air carrier's tariff is the document that contains the terms and conditions of carriage applicable to the air services it provides. All carriage sold by Air Canada is subject to its tariff and fare rules.

Air Canada is required by law to publish its domestic terms and conditions of carriage on this website and to make its domestic tariffs available for public inspection.

Under Canadian law, every air carrier that offers transportation to, from and within Canada is required to have a document called "Tariff" which contains detailed conditions of transportation. Both the General Conditions of Carriage and the applicable Tariff are legal documents that constitute part of the contract of carriage with the passenger.

Please consult our domestic tariffs as well as other applicable tariffs filed, where required, with the appropriate authorities, by clicking on the relevant links below.

Domestic Tariff_Open PDF file *

(for travel within Canada)

International Tariff Open PDF file *

(for travel between Canada and a foreign country/region)

Carrier Surcharge_Open PDF file

* Tariffs are subject to change without notice.

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Additional Air Canada Policies

Please read below other important conditions that govern transportation on Air Canada, 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 double-size verification device** at check-in or boarding time.

You may carry items which fall within the 2-piece <u>carry-on baggage allowance</u> on board, as follows:

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

	Standard article	Personal article	
Maximum size	23 cm x 40 cm x 55 cm (9 in x 15.5 in x 21.5 in) Wheels and handles included.	16 x 33 x 43 cm (6 in x 13 in x 17 in)	
Maximum weight	Your carry-on baggage must be light enough that you can store it in the overhead bin unassisted.		

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.

Learn more about <u>carry-on baggage</u> restrictions.

Checked baggage policy

When travelling with Air Canada, Air Canada Rouge and Air Canada Express, you are entitled to a free <u>checked baggage allowance</u>, 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 identified.

Please do not pack valuables in your checked baggage. Excess valuation may be declared on certain types of articles. Special rules apply to fragile, valuable or perishable articles. Learn more about **checked baggage** restrictions.

	Maximum Overall Measurement (Length + Width + Height)	Maximum Weight
Economy Class (view complete <u>baggage</u> <u>allowance</u>)	158 cm 62 in	23 kg 50 lb
Business Class Up to 3 bags	158 cm 62 in	32 kg 70 lb

Bags exceeding 32 kg (70 lb) in weight, 292 cm (115 in) in linear dimensions (length + width + height, wheels and handles included) or 203 cm (80 in) in length will not be accepted as **checked baggage**. Please contact **Air Canada Cargo** for handling.

If more than one carrier is providing the transportation for your journey, each carrier may apply different rules to baggage (both checked and <u>carry-on</u>).

Excess Baggage Charges

i. Fees for additional baggage pieces will be charged, in addition to the fees applicable to the 1st or 2nd bag, if any, that are set out in the regular baggage allowance. The fees for additional pieces apply to pieces above the number of pieces set out in the regular baggage allowance.

ii. If a bag is both overweight and oversize, the fee will only be charged once per direction or to the point of stopover. Additional baggage pieces outside the regular baggage allowance set out above are only subject to one excess baggage fee, even if the baggage is also overweight and/or oversize.

iii. Excess baggage charges will be payable at the point of origin per direction, or at the point of origin to the point of stopover, in which event, when carriage is resumed charges will be payable from the point of stopover to the next point of stopover or destination.

iv. When a journey for which a through excess baggage ticket has been issued there is an increase in the amount of excess baggage carried, carrier may issue a separate excess baggage ticket for such increase and collect charges to destination or a stopover point, as the case may be.

v. In delivering baggage at the place of departure or at an intermediate stopping place, or if baggage is lost, carrier shall be under no obligation to refund any charge paid.

Exception

Air Canada reserves the right to refuse excess baggage, for operational reasons. In addition, during embargo periods applicable to certain routes, carrier will not accept baggage that exceeds the regular baggage allowance. Passengers should contact carrier or review its web site for more information.

Baggage Excess Value Charges

Collection of Excess Value

You may declare a value for your checked baggage that's in excess of the standard applicable liability limits. Excess value charges will be payable at the point of origin per direction; provided that, if at a stopover enroute a passenger declares a higher excess value than that originally declared, additional excess value charges for the increased value from such stopover point to final destination will be payable.

Excess Baggage and Value Charges on Reroutings or Cancellations

When a passenger is rerouted or his carriage cancelled, the provisions which govern with respect to the payment of additional fares or the refunding of fares shall likewise govern the payment or the refunding of excess baggage charges and the payment of excess value charges, but no refund of value charges will be made when a portion of the carriage has been completed.

For the complete rules and policies applying to baggage, please refer to our <u>Baggage section</u> on as well as our applicable tariff.

Pets and Animals

Note: This rule applies to flights operated by Air Canada, Air Canada Express and Air Canada Rouge.

Passengers should contact Air Canada or visit its website for recommendations on preparing the animal for travel.

- (1) Air Canada will only accept domesticated cats and dogs for transportation on flights operated by Air Canada, Air Canada Express and Air Canada Rouge.
- (2) Advance arrangements must be made with Air Canada. Animal must be registered within 24 hours of booking so as to avoid flight change or cancellation fees in the event that Air Canada is unable to accommodate the animal on the booked flight.
- (3) The animal must be harmless, inoffensive, odorless and must meet the size, age and destination requirements of the policy of Air Canada.
- (4) The animal must be confined in a cage or container subject to inspection and approval by the carrier prior to acceptance. The container must be met the restriction standard and equipped with necessary device according to the pet transportation policy of Air Canada.
- (5) Animals will be transported either in the cabin or baggage compartment.
- (6) Carrier applies animal entry and exit requirements contained in IATA's Travel Information Manual, available on the IATA Travel Centre website: https://www.iatatravelcentre.com/.
- (7) The passenger must make all arrangements and assume full responsibility for complying with any applicable laws, customs and/or other governmental regulations, requirements or restrictions of the country, province, state or territory to which the animal is being transported, including but not limited to furnishing valid health and vaccination certificates issued by a licensed veterinarian no later than 30 days prior to the date of travel. Pets may be quarantined upon arrival. Air Canada will not be responsible in the event any such animal is quarantined, refused entry into or passage through any country, province, state or territory. Visit Air Canada's website for details on restrictions for certain countries.
- (8) Passengers travelling with an animal must check-in no later than two hours and no earlier than three hours before departure, as check-in must be done with an agent. Web checkin or airport self-service kiosks cannot be used for check-in.

For the complete rules and policies applying to the carriage of pets and animals, please refer to our section on <u>Travelling with your Pet</u> as well as our applicable tariff.

Check-in and boarding gate deadlines

You must obtain your boarding pass and check in any baggage as per the **check-in deadlines** shown below.

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.

Itinerary	When you should check in	Check-in / baggage drop-off ends	Boarding gate closes
Within Canada	90 minutes	45 minutes [±]	30 minutes
To/From the US	120 minutes	60 minutes	30 minutes
International (including Mexico and the Caribbean)	120 minutes From Toronto- Pearson (YYZ): 180 minutes††	60 minutes	30 minutes
From Algiers (Algeria), Casablanca (Morocco) and Tel Aviv (Israel)	180 minutes	60 minutes	30 minutes
From Cairo (Egypt)	240 minutes	60 minutes	30 minutes

[†] Check-in and baggage drop-off closes 20 minutes before departure for flights from Toronto City Airport (YTZ). †† When departing from Toronto-Pearson for an international flight, please arrive at the airport at least 3 hours before departure as processing times are longer due to COVID-19.

Cancelling your flight

Air Canada 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 travel credit banked for unused tickets is non-transferable: when the credit is redeemed, it must be used by the same person whose name appears on the original ticket.

For additional information, please refer to our <u>Refunds</u> page. Scroll toTop \uparrow

Response plan for Tarmac Delays

Our <u>contingency plan for lengthy tarmac delays at Chinese airports</u> is intended to provide you with information regarding Air Canada's policies and procedures for handling your travel on our airline in the event of a lengthy ground delay, while you are onboard our aircraft at a Chinese airport.

Responding to Customer Complaints

We are committed to delivering the best products and services to our customers. Should you have any concerns relating to our products or services, you may use the information below to reach us. Our local office and customer service team will respond to you and provide a solution within 10 business days.

Telephone:

(8621) 6279 2361 (Mandarin available)

Email:

chinacomplaints@aircanada.ca (Mandarin available)

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, 1,288 Special Drawing Rights (approximately \$2,400 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 (approximately \$9,700 CAD) per passenger in most cases.

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

- 1. 16,600 Special Drawing Rights (approximately EUR 20,000; US \$20,000) with respect to death or bodily injury if the Hague Protocol to the Convention applies, or 8,300 Special Drawing Rights (approximately EUR 10,000; US \$10,000) if only the Warsaw Convention applies. Many carriers have voluntarily waived these limits in their entirety, and US regulations require that, for journeys to, from or with an agreed stopping place in the US, the limit may not be less than US \$75,000.
- 17 Special Drawing Rights (approximately EUR 20; US \$20) per kg for loss of or damage or delay to checked baggage and 332 Special Drawing Rights (approximately EUR 400; US \$400) for unchecked baggage.
- 3. The carrier may also be liable for damage caused by delay.

Further information may be obtained from Air Canada 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, you may benefit from a higher limit of liability for loss, delay or damage to baggage by making a declaration of your baggage value at check-in and paying any supplementary fee that may apply. Alternatively, 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 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.

If your carriage is by more than one carrier, different Conditions, Regulations and any applicable tariffs may apply for each carrier.

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.
- Rules for declaring a higher baggage value and for paying any supplementary fee that may apply.

- 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 reconfirmations or 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 rerouting, 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 find out how to request a copy, at places where transportation on the carrier is sold. Many carriers also have this information on their websites. When required by applicable law, you have the right to inspect the full text of your contract of carriage at the carrier's airport and sales offices, and to receive a copy by mail or other delivery service from each carrier free of charge, upon request.

If a carrier sells air transportation services or checks baggage specifying carriage on another carrier, it does so only as an agent for the other carrier.