

We regret that our handling of your shipment has made it necessary for you to submit a claim.

Please familiarize yourself with important information related to claim processing, then see below for links to the:

- Service Failure Claim Form if your shipment was delayed
- Cargo Loss or Damage Claim Form if your shipment was lost, damaged or pilfered.

Please complete your form in full and return it as soon as possible to ensure timely processing your claim.

General information

The rules governing air carriage are not particular to one air Carrier but apply to airlines throughout the world. Carriage by air is subject to a contract, i.e. the Conditions shown on the Air Waybill and detailed in the Carrier's General Conditions of Carriage for Cargo.

Claim rights

Generally:

- The consignor has the right to claim against the first carrier.
- The consignee has the right to claim against the final carrier.
- Either the consignee or the consignor can claim against a carrier.
- The consignee and the consignor have equal rights of claim but only one claim can be considered in relation to each contract of carriage as is evidenced by the Air Waybill.
- The consignor or consignee named on the master Air Waybill is the only person entitled to claim.
- The issuing agent acts only as the AGENT of the carrier and is NOT the person entitled to claim unless authorized to do so in writing by the consignee or consignor.

Deadline

Shipments within Canada

A written intent to claim must be filed as follows:

- Damage (by consignee only): Within 15 days of receiving goods.
- Delay: Within 21 days of receiving goods.

A formal claim must be filed within 120 days.

International shipments

A written intent to claim must be filed as follows:

- Damage (by consignee only): Within 14 days of receiving goods.
- Delay: Within 21 days of receiving goods.
- Loss: Within 120 days from the date on the air waybill.

A formal claim must be filed within 2 years.

Please note that all outstanding transportation charges must first be paid before any claim can be considered.

Liability

Shipments within Canada: \$1.10 per kilo but not less than \$50.00
International shipments: 19 Special Drawing Rights per kilo.

Air Canada's liability may be limited if the goods were not insured or if the shipper did not declare a value for carriage.

Refunds

Effective October 18, 2010

AC General Cargo (Priority1 service), AC Absolute^o (Priority1 service), AC Pharmacair (Priority1 service), AC DGR (Priority1 service), AC Fresh (Priority1 service):

i) Within Canada and between Canada and the U.S.:

In the event that your shipment does not travel on the originally booked flight, or is not available for retrieval within the committed time, all weight and valuation charges will be reduced to the AC General Cargo (Standard service level)*

ii) International:

In the event that your shipment does not travel on the originally booked flight, or is not available for retrieval within the committed time, you will be refunded 25% of all weight and valuation charges*.

*For contract customers, please review your contract conditions.

AC Expedair

In the event that your shipment does not travel on the originally booked flight or is not available for retrieval as per the committed time, weight and valuation charges for each piece will be reduced to the AC General Cargo (Priority1 service level).

Guarantee

The guarantee will not be applicable if the failure to transport a shipment on a specific flight or road feeder service is caused by weather conditions, air traffic control, Acts of God, peril of the air, public enemies, quarantine, riots, strikes, civil commotion, etc., and as defined in Rule 170 of the Canadian Cargo International Rules and Rates and as defined in Rule G32 of the North American Rule Publication.

Claims will be considered upon receipt of a written claim from the shipper or the consignee.

No refund is applicable on the following services and solutions for failure to forward on the booked flight:

- AC General Cargo (Standard service)
- AC Pharmacair (Standard service)
- AC DGR (Standard service)
- AC Fresh (Standard service)
- AC Compassion
- AC Live
- AC Secure

Support documents

When submitting your claim, please include the following information (as applicable) as soon as possible to ensure your claim is processed in a timely manner.

Proof of value: All claimants are under an obligation to mitigate their losses and provide documentary evidence in support of all amounts claimed.

Air Waybill: Provide the original Air Waybill or a legible copy.

Shipper's original invoice: Provide the original vendor's invoice for the lost or damaged merchandise to indicate the value of the goods claimed.

Packing list: Provide the packing list indicating the quantity and weight of the items in each box. For personal effects shipments, the value of each item should also be listed.

Canada Customs Entry B3: If applicable.

Canada Customs Export Declaration (if applicable): Provide the Canada Customs B13A Export Declaration (original or copy) - including Proof of Reporting.

Claim notification details at destination: Include (where possible) the name of the airline representative to whom notice was given and whether or not an irregularity report was completed prior to removing the goods from the carrier's possession. Include copies of the consignee's notice of claim at destination.

Copy of claim submitted by ultimate consignee: Including all supporting evidence.

House Air Waybill: Include delivery record copy.

Subrogation receipt: Provide the statement of payee authorizing you to act on behalf of the shipper or consignee.

Repair or parts replacement bill: If the damaged goods are repairable, provide estimate or receipt from an established repair facility. For Personal Computers - The repair estimate must include:

1. Serial number
2. Date of purchase/age of computer
3. Purchase cost- include purchase receipt
4. Value of computer on day of shipping
5. Comparable replacement value

Documents providing the extent of damage: For claims over \$2,000, provide a survey report from a sworn surveyor.

Proceeds of salvage and/or an official destruction report:

The salvage details should include the commercial invoice, presale agreements to support expected value (market price list) and copies of sales receipts showing that goods were sold at less than expected value. Please note that a carrier is not liable for loss of profit.

Forms

Please complete the form that is relevant to your claim (see links below) and return it, along with all relevant support documents, to one of the following Air Canada Cargo claims offices:

Halifax

Air Canada Cargo Claims
1 Bell Blvd. 2200
Comp #1650
Halifax International Airport
Enfield, NS B2T 1K2
FAX: (902) 873-5255

Toronto

Air Canada Cargo Claims
L.B. Pearson International Airport
P.O. Box 8000 P.O. Box 6002
Toronto, ON
L5P 1B4
FAX : (905) 694-5426

Montreal

Claims not exceeding \$1000.00
Air Canada Cargo Claims
2200 Reverchon
P.O. Box 8000
Dorval, QC
H4Y 1C3
FAX : (514) 422-2756

Claims exceeding \$1000.00

Montreal-Headquarters
(Includes Western Canada)
Air Canada Cargo Claims
Air Canada Centre 1458
P.O. Box 14000
Dorval, QC
H4Y 1H4
FAX: (514) 422-7165

AIR FREIGHT CLAIM



Service Failure Claim Form

Applies only to AC General Cargo (Priority1 service), AC Absoluteo (Priority1 service), AC Pharmacair (Priority1 service), AC DGR (Priority1 service), AC Fresh (Priority1 service), AC Expedair:

Complete the form online, then print and mail or fax it to one of our Air Canada Cargo claims offices.

Air Waybill Number: _____

Date on Air Waybill: _____

Goods Delayed/Refund Requested

Name of Claimant: _____

Company: _____

Mailing Address: _____

City/Province/State: _____

Postal/Zip Code: _____

Type of service used (choose one):

AC General Cargo (Priority1 service), AC Absolute° (Priority1 service), AC Pharmacair (Priority1 service), AC DGR (Priority1 service), AC Fresh (Priority1 service), AC Expedair,

Every consideration will be given to your claim. We will review all information and documents provided and conduct a thorough investigation. Any refunds will be issued to the party who is responsible for the transportation charges, unless that party has provided a waiver.

Amount of Claim: \$ _____

Shipment Booked: NO () YES () If Yes, indicate flight no(s): _____

Time/Date Shipped: _____

Time/Date Received: _____

Attach original or certified copy of the Air Waybill.

I certify that the above statement of facts is true and accurate.

Signature of claimant or claimant's representative

Date

Job title of claimant's representative

AIR FREIGHT CLAIM



Cargo Loss or Damage Claim Form

Complete the form online, then print and mail or fax it to one of our Air Canada Cargo claims offices.

Air Waybill Number: _____

Date on Air Waybill: _____

Name of Claimant: _____

Company Name: _____

Mailing Address: _____

City and province/state: _____

Postal/Zip Code: _____

Goods Lost or Damaged

DAMAGE

LOSS

PILFERAGE

Number of pieces received: _____

Number of pieces lost/damaged/pilferaged: _____

Number	Weight	Description	Purchase Cost	Repair Cost	Amount Claimed

TOTAL AMOUNT OF CLAIM: \$

Notification of loss or damage was given:

To: (Name) _____, an airline representative at (name of airport) _____

On: (Date) _____

By:

() Phone (please provide phone number) _____

() Letter

() Other (please specify) _____

An inspection report was completed prior to removing the goods for Air Canada's possession:

() Yes

() No

Your claim must include the documents indicated in the Support Documents section above, as they apply to your claim. Failure to provide all essential documents could delay the processing of your claim.

I certify that the above statement of facts is true and accurate.

Signature of claimant or claimant's representative

Date

Job Title of Claimant's Representative