

ATPCO AC-2



**INTERNATIONAL TARIFF
GENERAL RULES
APPLICABLE TO
THE TRANSPORTATION OF
PASSENGERS AND BAGGAGE**

Issue April 20, 2018

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CHECK SHEET

Original and revised pages as named below contain all changes from the original tariff effective as of the date shown thereon:

<u>RULE NUMBER</u>	<u>REVISION NUMBER</u>	<u>EFFECTIVE DATE</u>	<u>RULE NUMBER</u>	<u>REVISION NUMBER</u>	<u>EFFECTIVE DATE</u>
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55	2nd	Nov 8, 2017	500	Original	Dec 15, 2016
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RULE 1 - DEFINITIONS

"Add-on-fare": see "arbitrary"

"Adult" means a person who has reached his/her 12th birthday as of the date of commencement of travel.

"Africa" means the area comprised of all the countries on the continent of Africa, other than Algeria, Morocco, Sudan, Tunisia, and Egypt, but including the following islands: Cape Verde, Comoro, Fernando Poo, Malagasy, Mauritius, Réunion, Sao Tome and Seychelles.

"Animals" in addition to the usual connotation of domestic pets, include reptiles, birds, poultry and fish.

"Applicable Adult Fare" means the fare which would be applicable to an adult for the transportation to be used except those special fares which be applicable due to the adults' status.

"Arbitrary" means an amount published for use only in combination with other fares for the construction of through fares. It is also referred to as "**Proportional Fare**", "**Basing Fare**", and "**Add-on-fare**"

"Area no. 1" means all of the North and South American continents and the islands adjacent thereto; Greenland, Bermuda, the West Indies and the islands of the Caribbean Sea, the Hawaiian Islands (including Midway and Palmyra).

"Area No. 2" means all of Europe (including that part of the Russian Federation in Europe) and the islands adjacent thereto; Iceland, the Azores, all of Africa and the islands adjacent thereto; Ascension Island; that part of Asia lying west of and including Iran.

"Area No. 3" means all of Asia and the islands adjacent thereto except that portion included in Area No. 2; all of the East Indies, Australia, New Zealand, and the islands adjacent thereto; the islands of the Pacific Ocean except those included in Area No. 1; Russian Federation east of the Urals.

"Australasia" means Australia, New Caledonia, New Zealand; New Hebrides, Fiji, Samoa, Cook Islands, Tahiti and the islands adjacent thereto.

"Baggage", which is equivalent to luggage, means, such articles, effects and other personal property of a passenger as are necessary or appropriate for wear, Use, comfort or convenience in connection with his trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

“**Baggage Check**” means those portions of the ticket which provide for the carriage of passenger's checked baggage and which are issued by carrier as a receipt for passenger's checked baggage.

“**Baggage Tag**” means a document issued by carrier solely for identification of checked baggage, the baggage (strap) tag portion of which is attached by carrier to a particular article of checked baggage and the baggage (claim) tag portion of which is given to the passenger.

“**Caribbean Area**” means the area comprising:

- a) (not applicable between Canada and Puerto Rico/Virgin Islands) Anguilla, Antigua, Bahamas, Barbados, Bermuda, British Virgin Islands, Cayman Islands, Cuba, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Leeward Islands, Martinique, Montserrat, Netherlands Antilles, Nevis, St. Kitts, St. Lucia, St. Martin, St. Vincent, Trinidad, Tobago, Turks and Caicos Islands, West Indies and Windward Islands.
- b) (applicable between Canada and Puerto Rico/Virgin Islands) Antigua, Bahama Islands, Barbados, Bermuda, Cayman Islands, Dominica, Dominican republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Netherlands Antilles, St. Kitts, St. Lucia, St. Martin, St. Vincent, Trinidad/Tobago.

“**Carriage**”, which is equivalent to transportation, means carriage of passengers and/or baggage by air, gratuitously or for hire.

“**Carrier**” means the air carrier issuing the ticket the participating carrier, or any air carrier that carries or undertakes to carry the passenger and/or his baggage thereunder or performs or undertakes to perform any other services related to such air carriage.

“**Central Africa**” means the area comprising Malawi, Zambia and Zimbabwe.

“**Central America**” means the area comprising Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua and Panama.

“**Child**” means a person who has reached his/her second birthday but not his/her 12th birthday as of the date of commencement of travel.

“**Circle Trip**” means any trip, the ultimate destination of which is the point of origin, but which includes a stop at a minimum, one other point, and which is not made via the same routing in both directions.

Examples of circle trips

Example 1: Point 1 to point 2 on airline A

Example 2: Point 1 to point 2 to point 3 on airline A

Example 3: Point 1 to point 2 on airline A (Business Class)
Point 2 to point 1 on airline A or any other airline (Coach).

“Conjunction Ticket” means two or more tickets concurrently issued to a passenger and which together constitute a single contract of carriage.

“Continental U.S.A.” or **“Continental United States”** each means the District of Columbia and all states of the United States other than Alaska and Hawaii.

“Convention” means the convention for the unification of certain rules relating to international carriage by air, signed at Warsaw, October 12, 1929, or that convention as amended by the Hague Protocol, 1955, or the Montreal Convention whichever may be applicable to carriage hereunder.

“Country of Commencement of Transportation” means the country from which travel on the first international sector takes place.

“Country of Payment” means the country where payment is made by the purchaser to the airline or its agent; payment by cheque, credit card or other banking instruments shall be deemed to have been made at the place where such instrument is accepted by the airline or its agent.

“Date of Transaction” means the date of issuance of the ticket, MCO or PTA.

“Days” means full calendar days, including Sundays and legal holidays; provided that for the purposes of notification the balance of the day upon which notice is dispatched shall not be counted; and that for purposes of determining duration of validity, the balance of the day upon which the ticket is issued or flight commenced shall not be counted.

“Direct Route” means the shortest all year route operated by a carrier in both directions between ticketed points at which it exercises traffic rights.

“Double Open Jaw” means travel which is essentially of a round trip nature except that the outward point of arrival and the inward point of departure and the outward point of departure and the inward point of arrival are not the same.

“East Africa” means the area comprising Burundi, Djibouti, Eritrea, Ethiopia, Kenya, Rwanda, Somalia, Tanzania and Uganda.

“End-on Combination” means a combination of two or more fares which could be ticketed separately at a fare construction point (not applicable to combination of fares between the same points).

“**Excursion Fares**” a non-advance purchase round trip fare, whereby reservation for all segments are not required at time of ticketing.

“**Europe**” means the area comprised of Albania, Algeria, Andorra, Armenia, Austria, Azerbaijan, Azores, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Islands, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (west of the Urals), San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey in Europe and Asia, Ukraine, and United Kingdom.

“**EC member**” states Austria, Belgium, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, United Kingdom.

“**Fare Component**” means a portion of an itinerary between two consecutive fare construction points - the point of origin and the point of destination of the journey are fare construction points.

“**Fare Construction**” points means the terminal points of a fare component (these are also termed fare break points).

“**Flight Coupon**” means a portion of the passenger ticket that indicates particular places between which the coupon is good for carriage.

“**Flight Pass**” - a prepaid package of flight credits to be used during a specific time period on flights operated by certain carriers.

“**Gateway**” means the passenger's first point of arrival or last point of departure in areas no. 1, 2 or 3.

“**Guardian**” means a legal guardian or a person acting in lieu of parents in the event of death or legal incapacity of parents.

“**Half Round Trip Fare**” means half of a specified or constructed round trip normal or special fare. In the absence of a specified or constructed round trip normal fare, the one way normal fare is considered to be a half round trip normal fare. If a specified or constructed one way special fare may be doubled to establish a round trip special fare, the one way special fare is considered to be a half round trip special fare.

“**Iberian Peninsula**” means the area comprised of Gibraltar, Portugal (including Azores and Madeira) and Spain (including Balearic and Canary Islands).

“**Immediate Family Members**”, except as otherwise indicated, shall be defined as:

Spouse (including common law, same sex partner, and ex-spouse)
Child, (including adopted, step, grand, great grand)
Parent, (including step, grand, great grand, in-law, common law in-law)
Daughter, son (including legal, in-law, common law in-law)
Brother, sister (including step, half, in-law, common law in-law)
Legal guardian and spouse of legal guardian (with proof of judgment)
All above include in-law of same sex partner.

“Indirect Route” means any scheduled continuous air route other than a direct route.

“Infant” means a person who has not reached his/her second birthday as of the date of commencement of travel.

“Interline Transportation” means transportation on the services of more than one carrier.

“International Carriage” means (except when the convention is applicable) carriage in which, according to the contract of carriage, the place of departure and any place of landing are situated in more than one state. As used in this definition, the term "state" includes all territory subject to the sovereignty, suzerainty, mandate, authority or trusteeship the convention means any carriage in which, according to the thereof. International carriage as defined by contract of carriage, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two high contracting parties to the convention or within the territory of a single high contracting party to the convention, if there is an agreed stopping place within a territory subject to the sovereignty, suzerainty, mandate or authority of another power even though that power is not a party to the convention.

“International Transportation” means any transportation or other services, furnished by any carrier, which are included within the scope of the term “International Transportation” as used in the convention for the unification of certain rules relating to international transportation by air signed at Warsaw, October 12, 1929, or such convention as amended, whichever may be applicable to the transportation hereunder and to which the said convention applies. For the purpose of determining the applicability of the term "international transportation"

Agreed Stopping Place. All stops between the original place of departure and the place of final destination scheduled by any carrier by air which participates in the transportation between such places, as shown in the schedules or time tables of such carriers shall constitute "agreed stopping places;" but each participating carrier reserves the right to alter the "agreed stopping places" in the case of necessity without thereby depriving the transportation of its international character; and

Single Operation. Transportation to be performed by several successive carriers by air, arrangements for which are made in advance, is regarded as "a single operation" and shall be deemed to be "one undivided transportation" whether one or more tickets or other documents are issued to cover such transportation, and whether or not all such tickets or documents are issued prior to the commencement of such transportation; but this provision shall not be deemed to contain an exclusive definition of transportation which is regarded by the parties as "a single operation".

“**Journey**” means all travel between the origin to destination of an entire ticket.

“**Local Currency Fares**” means fares and related charges expressed in the currency of the country of commencement of travel, as defined in RULE 145 - CURRENCY APPLICATIONS (a).

“**Maximum Outside Linear Dimensions**” means the sum of the greatest outside length plus the greatest outside depth plus the greatest outside height.

“**Micronesia**” means the area comprised of Guam, Johnston Island, Marshall Islands, Caroline Islands, Palau Island and Mariana Islands.

“**Middle East**” means the area comprised of Aden, Bahrain, Cyprus., Egypt, Islamic Republic of Iran, Iraq, Israel, Jordan, Kuwait, Lebanon, Muscat and Oman, Qatar, Saudi Arabia, Sudan, Syrian Arab Republic, Trucial, United Arab Emirates and Republic of Yemen.

“**Miscellaneous. Charges Order (MCO)**” means a document issued by a carrier or its agents requesting issue of and appropriate passenger ticket and baggage check or provision of services to the person named in such document.

“**Month(s)**” means a period of time from a given date in one month to the corresponding date in a subsequent month(s), e.g.

1 Month: January 1 to February 1

2 Months: January 15 to March 15

Exception 1: When the given date is the last date in one month, the corresponding date in a subsequent month(s) shall be the last date in such subsequent month, e.g.

1 Month: January 31 to February 28, 29

1 Month: March 31 to April 30

2 months: June 30 to August 31

Exception 2: When the corresponding date does not exist in a shorter subsequent month, the month(s) shall mean from a given date in one month to the last date of such shorter subsequent on-line version, maintained by the filer, of (1) the on-line tariff data base means the remotely accessible, exchange month, e.g.

1 month: January 31 to February 28, 29

2 months: July 31 to September 30

“**Normal fare**” means a fare established for first, intermediate or economy class service and any other fares denominated and published as a normal fare. Children's fares and infants' fares which are established as a percentage of the fares referred to above are also considered to be normal fares.

“**North Central Pacific**” means all routes between points in Canada/U.S.A. on the one hand and points in Area No. 3 except points in the Southwest Pacific, on the other hand via the Pacific Ocean.

“**North America**” means the area comprising Alaska, Canada, Continental U.S.A. and Mexico.

“**Neutral Unit of Constructions (NUC)**” means the unit value equivalent of local currency fares, add-ons and related charges derived by converting same using the IATA rate of exchange.

“**On-line tariff data base**” means the remotely accessible, on-line version, maintained by the filer, of (1) the electronically filed tariff data submitted to the "official D.O.T. Tariff database," and (2) the departmental approvals, disapprovals and other actions, as well as departmental notations concerning such approvals, disapprovals or other actions, that subpart w of the proposed part 221 requires the filer to maintain in its database. The term "official D.O.T. Tariff database" means those data records (as set forth in sections 221.283 and 221.286 of the rule) which would be in the custody of, and maintained by the Department of Transportation.

“**One Way Sub journey**” part of a journey whenever travel from one country does not return to such country and to which the fare is assessed as a single pricing unit using a one way fare.

“**Online Transfer Point**” means any point at which the passenger transfers from one service of a carrier to another service of the same carrier (bearing a different flight number).

“**Open Jaw Trip**” means:

- a) (not applicable between Canada and Puerto Rico/Virgin Islands) travel which is essentially of a round trip nature but the outward point of departure and inward point of

arrival and/or outward point of arrival and inward point of departure of which are not the same.

- b) (applicable between Canada and Puerto Rico/Virgin Islands.) Open Jaw trip means any trip which is essentially of a round trip or circle trip nature but the outward point of departure and the inward point of arrival or the outward point of arrival and inward point of departure of which are not the same.

“Origin” means the initial starting place of the journey as shown on the ticket.

“Other Charges” means charges such as taxes, fees, etc. not to be shown in the fare construction box of the ticket excluding excess baggage charges.

“Passenger” means any person, except members of the crew, carried or to be carried in an aircraft with the consent of carrier.

“Passenger Coupon” means that portion of the passenger ticket constituting the passenger's written evidence of the contract of carriage.

“Passenger Ticket” means those portions of the ticket issued by the carrier that provide for the carriage of the passenger.

“Pex fares” round trip fares whereby reservations and ticketing must be completed at the same time. Tickets must show reservations for the entire journey. Point of turnaround the farthest geographical fare break (between two fare components) from the pricing unit origin.

“Preferred Seat” means seats having more legroom than normally offered such as bulkhead and exit seats. The available seat numbers and type vary depending on aircraft type.

“Prepaid Ticket Advice (PTA)” means the notification between offices of a carrier by teletype, commercial wire or mail that a person in one city has purchased and requested issuance of prepaid transportation to a person in another city.

“Pricing unit” a journey or part of a journey which is priced as a separate entity, i.e. is capable of being ticketed separately.

“Proportional Fare”: see "arbitrary"

“Rebooking” means change of reservation or other changes which do not require ticket reissuance.

“Related charges” such as cancellation penalties, non-refundable amounts, rebooking and rerouting charges, stopover charges, weekend surcharges etc., and excess baggage charges.

“Rerouting” change of routing or other changes which require ticket reissuance.

“Resident” means a person normally living in a country; provided that a more restricted definition may form part of an agreement reached locally.

“Return sub journey” part of a journey wherein travel is from a point/country and return thereto and for which the fare is assessed as a single pricing unit using half round trip fares - round trip, circle trip, normal fare open jaw; also applicable to special fare open jaw returning to the same or another country.

“Round-the-world (RTW)” means travel from the point of origin and return thereto which involves only one crossing of the Atlantic and only one crossing of the Pacific Ocean.

“Round trip”

- a) (Not applicable between Canada and Puerto Rico/Virgin Islands) Round trip means travel from one point to another and return by any air route for which the same normal all year through one way fare of the same class applies from the point of origin; provided that this definition shall not apply to journeys for which the same all year through one way fare is established, between two points, in either direction around the world.
- b) (applicable between Canada and Puerto Rico/Virgin Islands) Round trip means any trip, the ultimate destination of which is the point of origin, and which is made via the same routing and the same carrier in both directions.

“Round trip” travel entirely by air from a point to another point and return to the original point comprising two half round trip fare components only, for which the applicable normal half round trip fare for each component, measured from the point of unit origin, is the same for the routing travelled; provided that this definition shall not apply to round the world travel if the fares to be used differ through class of service/seasonality/midweek/carrier variations, the outbound fare shall be used also for the inbound fare component for the purpose of determining if the pricing unit is a round trip.

“Routing” means the carrier(s) and/or the cities and/or class of service and/or type of aircraft (jet or propeller) via which transportation is provided between two points.

“Scandinavia” means the area comprising Denmark, Norway and Sweden.

“**School Year**” means a period of 12 consecutive months less whatever interruptions for vacations are normally granted by the education establishment at which the student is enrolled; provided that where the official scholastic year is less than 12 months, "school year" shall mean not less than 6 months period less whatever interruptions for vacations are normally granted at the educational establishment at which the student is enrolled.

“**Special Drawing Right**” means a special unit of currency, the currency values of which fluctuate and are recalculated each banking day. These values are known to most commercial banks and are reported in some newspapers and in the IMF survey, published weekly by the international monetary fund, Washington, D.C. 20431.

“**Side Trip**” means a journey from and/or to an en-route point of a fare component.

“**Side Trip Combination**” means the combination of a fare which could be ticketed separately from and/or to an en-route point of a fare component.

“**Single Open Jaw Trip**” means travel that is essentially of a round trip nature, except that the outward point of arrival and inward point of departure are not the same or the outward point of departure and inward point of arrival are not the same.

Exception: (applicable between Canada and Puerto Rico/Virgin Islands) single open-jaw means any trip which is essentially of a round or circle trip nature, but the outward point of arrival and the inward point of departure are not the same.

“**South America**” means the area comprising Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, French Guiana, Guyana, Paraguay, Peru, Suriname, Uruguay and Venezuela.

“**South Asia Subcontinent**” means the area comprised of Afghanistan, Bangladesh, Bhutan, India, Nepal, Pakistan and Sri Lanka.

“**South East Asia**” means Brunei, Darussalam, Cambodia, China, Guam, Hong Kong, Indonesia, Kazakhstan, Kyrgyzstan, Laos, People's Democratic Republic of, Malaysia, Mongolia, Myanmar, Philippines, Singapore, Taiwan, Province of, Tajikistan, Thailand, Turkmenistan, Russian Federation (East of Urals), Uzbekistan and Vietnam.

“**South Pacific**” means the area comprising of all routes between points in the U.S.A./Canada on the one hand and points in the Southwest Pacific on the other hand via the Pacific Ocean.

“**Southern Africa**” means points within Africa comprised of Botswana, Lesotho, Mozambique, Namibia, South Africa and Swaziland.

“**Southwest Pacific**” means that area comprised of American Samoa, Australia, Cook Islands, Fiji, French Polynesia, Gilbert and Ellice Islands, Loyalty Islands, New Caledonia, New Hebrides, New Zealand, Papua New Guinea, Samoa, Society Islands, Solomon Islands, Tonga and intermediate islands.

“**Special Fare**” means a fare other than a normal fare.

“**Stopover**” when a passenger arrives at an intermediate point and is scheduled to depart later than 24 hours after arrival.

Exception: For travel wholly within Central America or for travel between Central America and Panama: when passenger arrives at an intermediate point and is not scheduled to depart within 6 hours of arrival.

“**Through Fare**” means a fare applicable for travel between two consecutive fare construction points via an intermediate point(s).

“**Ticket**” means the "Passenger Ticket and Baggage Check," including all flight, passenger and other coupons therein, issued by carrier, which provide for the carriage of the passenger and his baggage.

“**Ticketed Point**” means points shown in the 'good for passage' section of the passenger ticket plus any other point(s) used for fare construction and shown in the fare construction box of the passenger ticket; provided that two flight numbers of two carriers such as for an interchange flight will not be permitted on one flight coupon.

“**Transatlantic Sector**” means that portion of travel covered by a single flight coupon from the point of departure in Area No. 1 to the point of arrival in Area No. 2 and vice versa.

“**Transfer**” means a change from the flight on one carrier to the flight of another carrier; or a change from the flight of a carrier to another flight of the same carrier bearing the same flight number; or a change from the flight of a carrier to another flight (that is) of service bearing a different flight number of the same carrier, irrespective of whether or not a change of aircraft occurs.

“**Transfer Point**” means any point at which the passenger transfers from the services of one carrier to another service of the same carrier (bearing a different flight number) or to the service of another carrier.

“**Transit Point**” means any stop at an intermediate point on the route to be travelled (whether or not a change of planes is made) which does not fall within the definition of a stopover.

“**Transpacific Sector**” means the portion of travel covered by a single flight coupon from the point of departure in Area No. 1 to the point of arrival in Area No. 3 and vice versa.

“**Trust Territory**” means the area comprising the Caroline Islands, Mariana Islands and Marshall Islands.

“**Unchecked Baggage**”, which is equivalent to hand luggage, means baggage other than checked baggage.

“**United Kingdom**” or “**U.K.**” means England, Scotland, Wales and Northern Ireland.

“**Unit Origin**” the initial starting point of a pricing unit.

“**Unit Destination**” the ultimate stopping place of a pricing unit.

“**United States of America**” or the “**United States**” or the “**U.S.A.**” each means, unless otherwise specified, the area comprising the 48 contiguous federated states; the federal District of Columbia; Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands; American Samoa; the Canal Zone; Guam; Midway and Wake Islands.

“**United States Department of Defense**” means the U.S. Departments of the Army, Navy, and Air Force and the U.S. Marine Corps.

“**Validate**” means to stamp or write on the passenger ticket an indication that the passenger ticket has been officially issued by carrier.

“**Virgin Islands**” (applicable between Canada and Puerto Rico/Virgin Islands) means the Virgin Islands of the U.S.

“**West Africa**” the term West Africa shall be deemed to apply to:

Angola, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Congo, Equatorial Guinea, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Cote d'Ivoire, Liberia, Mali, Mauritania, Niger, Nigeria, Sao Tome and Principe, Senegal, Sierra Leone, Togo and Zaire.

“**Westbound**” means travel from a point in Area No. 2 or 3 to a point in Area No. 1 via the Atlantic Ocean or travel from a point in Area No. 1 to a point in Area No. 2 or 3 via the Pacific Ocean.

“**Western Hemisphere**” means the United States of America, Canada, Greenland, Mexico, Central and South America, Bermuda, Bahamas, the islands of the Caribbean Sea, St. Pierre and Miquelon.

RULE 5 - APPLICATION OF TARIFF**A. General**

- (1) This tariff shall apply to carriage of passengers and baggage, and to all services incidental thereto:
 - a) Performed and marketed (carrying an Air Canada flight number) by Air Canada, including when flights are operated in conjunction with other participating carriers under joint fares, rates and charges contained in tariffs which make specific reference to this tariff for governing rules, regulations and conditions of carriage, and
 - b) For carriage on flights marketed by Air Canada but operated by another carrier, unless otherwise stated in this tariff.
- (2) International transportation shall be subject to the rules relating to liability established by, and to all other provisions of the Convention for the Unification of Certain Rules Relating to International Transportation by Air, signed at Warsaw, October 12, 1929, or the Convention for the Unification of Certain Rules International Carriage by Air, (Montreal Convention of 1999) or such convention as amended, whichever may be applicable to the transportation hereunder. Any provision of these rules which is inconsistent with any provision of said convention shall, to that extent, but only to that extent, be inapplicable to international transportation.
- (3) Except as otherwise provided below, these general rules are subject to fare rule provisions, local or joint fares, including arbitraries, which are considered to be part of this tariff.
- (4) Except as otherwise provided herein, the rules, regulations and terms and conditions of carriage contained in this tariff apply to flights operated by Air Canada Rouge (Flight range: AC1600-1999).
- (5) Unless otherwise stipulated, any contract for the carriage of passengers and baggage and all services incidental thereto governed by this tariff is deemed to be made and entered into in Calgary, Canada, without regard to conflicts of law principles.

B. Gratuitous Carriage

With respect to gratuitous. Carriage, carrier reserves the right to exclude the application of all or any part of this tariff.

C. Change Without Notice

Except as may be required by applicable laws, government regulations, orders and requirements, carrier's rules, regulations and conditions of carriage are subject to change without notice; provided, that no such change shall apply to a contract of carriage after the carriage has commenced.

D. Effective Rules, Fares and Charges

- (1) All carriage of passengers and/or baggage shall be subject to the carrier's rules, regulations, and tariffs in effect on the date of commencement of carriage covered by the first flight coupon of the ticket. For tickets issued for carriage between Canada and the U.S. and where required by local law or regulation, carriage of passengers and/or baggage shall be subject to the carrier's rules, regulations, and tariffs in effects on the date of the ticket issuance.
- (2) No increase in fares or charges applicable to the carriage of passengers will be collected in the event that an increase in fares or charges occurs between the time of ticket issuance and the effective date of any subsequent tariff containing such an increase provided the confirmed ticketed reservations are not changed and the ticket is not reissued at the passengers request.

E. Percentage of Fares or Charges

When rules or provisions in this tariff, or tariffs governed hereby, provide for the application of fares and charges based upon percentages of other fares and charges, such proportionate fares and charges will be determined in accordance with the percentage conversion table of this tariff.

- F.** Reference to tariffs, pages, rules, items and notes are continuous and include revisions, supplements thereto and reissues thereof.
- G.** No agent, servant or representative of carrier has authority to alter, modify or waive any provisions of the contract of carriage or of this tariff.
- H.** Erroneous fares
 - (1) Air Canada reserves the right to cancel reservations and/or tickets issued with an erroneously quoted fare.
 - (2) An erroneously quoted fare is one which carrier has, in good faith, mistakenly published and which is clearly erroneous. When compared to fares usually published in the relevant routing.

- (3) Air Canada reserves the right to void the purchased ticket and refund the amount paid by the customer or, if customer agrees to forgo the refund, offer the customer the ticket at a published fare that should have been available at time of booking.
- (4) Air Canada will use reasonable efforts to notify the customer:
 - a) Within 72 hours after the carrier becomes aware of the publishing of an erroneous fare, that all or any portion of their ticketed itinerary has been cancelled; or
 - b) At least 24 hours prior to the customer's scheduled departure from the point of origin issued on the ticket, that all or any portion of their ticketed itinerary has been cancelled, if the ticket was purchased less than 72 hours before their scheduled departure from the point of origin.
- (5) With respect to interline itineraries, carrier will coordinate with participating carriers in order to determine which of the interline carriers will notify the customer and provide the refund in the event that the customer's ticketed itinerary is cancelled.

RULE 10 - RESERVATIONS AND SEAT SELECTION**A. General**

A ticket will be valid only for flight(s) for which reservation(s) shall have been made, and only between the points named on the ticket or applicable flight coupons. A passenger holding an unused open-date ticket or portion thereof or exchange order for onward travel, or who wishes to change his ticketed reservations to another date, shall not be entitled to any preferential right with respect to the obtaining of reservations.

B. Conditions of Reservations

- (1) A reservation for space on a given flight is valid when the availability and allocation of such space is confirmed by the carrier or its agent and entered into the carrier's reservation system. A validated ticket will be issued to the passenger subject to payment or other satisfactory credit arrangement, provided that all applicable requirements are complied with, including any requirement set out in applicable fare rule, such as ticketing time limits. Reservation of space may be cancelled by carrier without notice if these requirements are not complied with, including if ticket is not issued within the ticketing time limit stated in applicable fare rule.
- (2) Reservations - Reservations requested from any carrier or authorized agency will be accepted subject to the ticketing provision of the rule governing the fare used.

C. Seat Allocation

- (1) Carrier does not guarantee allocation of any particular space in the aircraft.

Note: Carrier has a supplemental seating policy (and related procedures) for passengers under the age of 12 travelling with a parent or guardian traveler to ensure that reasonable efforts are made by the carrier prior to check-in, at time of check-in and by airport and in-flight agents to seat the child next to their parent or guardian traveler, free of charge.

Such efforts include:

- a) The possibility of selecting adjoining seats online; passengers travelling on a Standard fare can select a non-preferred economy class seat free of charge, subject to availability, at the time of online check-in, which commences 24 hours prior to departure.

- b) If unavailable on-line and if requested by customer, check-in agents attempting to locate adjoining seats at check-in;
 - c) If efforts are unsuccessful at check-in, gate agents attempting to locate adjoining seats at boarding, or if unavailable, requesting volunteers to change seats;
 - d) If efforts are unsuccessful at boarding flight attendants requesting volunteers, to change seats on-board.
 - e) Children under age 8 must be accompanied by an adult age 16 or older when travelling. The accompanying adult must occupy a seat in the same cabin and be seated adjacent to the young child.
- (2) Preferred or Advance Seat Selection is subject to availability and only on flights operated by Air Canada, Air Canada Express (preferred seats available on Air Canada Jazz only), and Air Canada Rouge, Passengers may pre-select a seat, preferred or not, when booking a fare via the web or call center or where offered. A fee per passenger and per segment of travel may apply as shown below:
- a) Restrictions
 - i. Air Canada reserves the right to change passenger seating at any time after booking, in certain circumstances such as schedule irregularity, aircraft substitution, or if the seat is needed to accommodate the needs of a passenger with a disability. The seat fee will then be refunded automatically or upon request, unless passenger is accommodated in an equivalent seat to his/her satisfaction.
 - ii. Exit row seats are only available and offered to passengers 12 years of age and older; who are able to read, understand, and provide oral instructions in English or French; are able to visually assess if it is safe to open the emergency door; are free of any disability, condition, reduction in mobility or responsibility, such as attending to another person, that may prevent them from performing emergency exit functions, and are able to reach and operate the emergency exit and willing to assist in evacuating the aircraft in the event of an emergency. Passengers who attest, at time of booking, that they qualify for sitting in an exit row seat have the obligation of informing Air Canada should any of these qualifications change after booking.

- iii. Passengers travelling with children under the age of 12 will receive complimentary seat assignment ensuring are seated adjacent to as adult/guardian travelling with them. Customers may contact Air Canada reservations directly to be seated or their reservation 36 hours after booking to validate their seat assignments. Customers should always indicate in their booking they are with children.

D. Applicable fees**(1) Advance Seat Selection**

Basic – double the Standard brand price

Standard - between Canada and the U.S.: \$50 per segment

Standard - Caribbean, Mexico and Central America: \$50 per segment

Standard - All other itineraries, including international: \$50 per segment

Flex, comfort, Latitude, Premium Economy, Business Class - all itineraries complimentary

(2) Preferred seats or Rouge Plus (for travel on Air Canada Rouge)

Flights within Canada or between Canada and the U.S.: \$199 per segment.

Caribbean and Mexico: \$199 per segment

Europe and Middle East: \$199 per segment

South America: \$199 per segment

Flights between Santiago and Buenos Aires: \$50 per segment

Asia and South Pacific: \$199 per segment.

Travel between two international points via Canada: \$199 per segment.

*based on travel between any point in Canada or the U.S. and an international destination.

Where Basic fares are offered the fee for a preferred or Rouge Plus seat will be double the Standard price

- (3) The above listed seat selection/preferred seats fees may be lower at time of actual seat selection depending on seat availability and time of request. The price paid for the seat selection/preferred seat will not be increased after the seat selection/preferred seat amount is paid.
- (4) The seat selection fee is non refundable unless passenger is moved by Air Canada prior to departure, has a confirmed upgrade to a higher cabin-class or changes the itinerary, flight or fare and seat becomes complimentary.

Note: having a seat selected may decrease passenger chances of getting denied boarding. (see boarding priorities in [RULE 90 - DENIED BOARDING](#)).

RULE 15 - CURRENCY OF PAYMENT

The provisions of this rule are subject to applicable exchange laws and government regulations. When used in this tariff, the dollar sign refers to Canadian dollars.

A. Payment in the country of commencement of transportation

- (1) Payment of fares shall be made in the currency of the country of commencement of transportation; or
- (2) Payment of fares shall be made in any currency acceptable to the carrier, provided that the equivalent of the local currency fare is collected at the bankers' buying rate of exchange in effect on the date of issuance of the airline transportation document.
- (3) When a transportation document issued outside the country of commencement of transportation is tendered for payment (in total or in part), the provisions of paragraph (B) below shall apply.

B. Payment outside the country of commencement of transportation

- (1) The amount to be paid shall be determined by converting the total amount to be collected, expressed in the currency of the country of commencement of transportation, into the currency of the country of payment at the applicable bankers' selling rate of exchange in effect on the date of the transaction.
- (2) Payment shall be made either in the currency of the country of payment, or in any currency acceptable to the carrier, provided that the equivalent of the local currency amount of the country of payment established in accordance with paragraph (B)(1) above is collected at the bankers' buying rate of exchange in effect on the date of the transaction.

C. Voluntary rerouting

In the event that voluntary rerouting or cancellation results in the reassessment of the fare:

- (1) The fare will be reassessed in the currency of the country of commencement of transportation.
- (2) The local currency fares to be used will be those applicable at the time of commencement of transportation.

(3) The IATA rate of exchange to be used will be that applicable at the time of original ticket issuance.

D. Refunds

(1) The amount of refund shall be converted using the bankers' rate applicable on the date of the refund except as provided in (D)(2) below.

(2) When the original payment has been made in a currency other than the currency of the country of commencement of transportation, refunds in the same currency as originally tendered will be made at the exchange rate used for the original payment.

E. Additional collection

When an additional collection is made in a country other than the country of commencement of transportation, the amount to be collected shall be converted using the bankers' selling rate applicable on the date of the additional collection.

F. Rates of exchange

Rates of exchange apply at the date of payment. The bankers' rates referred to in paragraph (A) through (E) above are defined as follows:

The bankers' buying rate or bankers' selling rate means the unit rate published each Friday by TD Canada Trust at <http://www.tdCanadatrust.com/fx/rates.jsp>.

RULE 20 - TAXES, FEES AND OTHER CHARGES

- A.** Any tax, fee or other charge imposed by domestic or foreign government, airport authority or third party and collectible from a passenger will be in addition to the applicable fares, ancillary fees and surcharges.

- B.** Conditions under which taxes, fees and other charges are imposed, collected or refunded are established by the domestic or foreign government, airport authority or third party and must be respected. As a result, refund of unused taxes, fees and other charges will be made only if permitted by the domestic or foreign government, airport authority or third party.

RULE 25 - TICKETS**A. General**

- (1) A ticket will not be issued and in any case carrier will not be obligated to carry until the passenger has paid the applicable fare or has complied with credit arrangements established by carrier. Unless otherwise provided, payment for a Prepaid Ticket Advice (PTA) will constitute issuance of a ticket. PTAs sent to another airline for ticket issuance require a 48 hour advance notice for processing.
- (2) No person shall be entitled to transportation except upon presentation of a valid ticket. Such ticket shall entitle the passenger to transportation only between points of origin and destination and via the routing designated thereon.

B. Flight coupons will be honored only in the order in which they are issued.

- C. Tickets are not transferable but carrier is not liable to the owner of a ticket for honoring or refunding such ticket when presented by another person.

D. Compliance with Terms and Conditions of Sale

Tickets are valid for travel only when used in accordance with all terms and conditions of sale. Flight passes are subject to additional conditions of sale and restrictions. Terms and conditions of sale include but are not limited to:

- (1) The passenger's itinerary, as stated on the ticket or in the passenger's reservation record;
- (2) Any requirement that the passenger stay over a specified date or length of time (for example weekend) at the destination specified on the ticket;
- (3) Any other requirement associated with the passenger's fare level, (for example, age in the case of children's discount).

E. Prohibited Practices

Air Canada specifically prohibits the practices commonly known as:

"Back to back ticketing" - The combination of two or more Round-trip fares end to end for the purpose of circumventing minimum stay requirements;

"**Duplicate bookings**" - Carrier does not permit a passenger to hold more than one confirmed reservation/ticket on the same departure flight/origin and destination for the same travel date.

"**Throwaway ticketing**" - The usage of round-trip fares for one way travel;

"**Hidden City/Point beyond ticketing**" - The purchase of a fare from a point before the passenger's actual origin or to a point beyond the passenger's actual destination. Accordingly, passenger shall not purchase one or more tickets or use flight coupons in one or more tickets in order to obtain a lower fare than could otherwise be applicable.

F. Invalidated Ticket

(1) A ticket is invalid:

- a) If used for travel to a destination other than that specified on the ticket.
- b) If the passenger fails to comply with applicable stayover requirements,
- c) If the passenger does not meet the purpose of status. requirement associated with the fare category on the ticket,
- d) If Air Canada determines that the ticket has been purchased or used in a manner designed to circumvent applicable fare rules.

(2) Where a ticket is not valid as the result of the passenger's non-compliance with any term or condition of sale, with this rule or applicable fare rule, or where one or more tickets have been issued in furtherance of a prohibited practice, Air Canada has the right in its sole discretion to:

- a) Cancel any remaining portion of the passenger's itinerary or ticket
- b) Confiscate or revoke unused flight coupons
- c) Refuse to board the passenger or check-in the passenger or the passenger's baggage or
- d) Assess the passenger for the reasonable remaining value of the ticket, which shall be no less than the difference between the fare actually paid and the lowest fare applicable to the passenger's.

G. Ticket validity

General

The ticket is good for carriage from the airport at the place of departure to the airport at the place of destination via the route shown therein and for the applicable class of service and is valid for the period of time specified or referred to below. Each flight coupon will be accepted for carriage on the date and flight for which a confirmed reservation has been made.

(1) Period of validity

A ticket will be valid for transportation for one year from the date of issuance of the original ticket.

(2) Extension of validity

Upon request, Air Canada will extend the period of validity of an unused Air Canada ticket for travel on Air Canada operated or Air Canada code flights beyond the original validity expiry date for a maximum of 3 months. A non-refundable \$50 service fee shall apply. A ticket can only be extended once and the extension must be requested within 30 days prior to the original validity expiry date of the ticket. Completion of travel can exceed 3 months beyond the original validity expiry date, subject to applicable fare rules. Travel must be completed within 1 year from the new departure date.

Exception: The period of validity may not be extended for certain tickets, such as paper, other airlines tickets, inclusive tour and bulk tickets Aeroplan tickets and Air Miles reward tickets.

(3) Special Fare Provisions

When a ticket includes a fare with a maximum stay provision, this provision shall override the period of validity.

RULE 30 - FARE BRANDS, CLASSES OF SERVICE AND UPGRADES**A. Fare brands**

Carrier offers various fare brands or fares for each class of service. For Economy class, the fare brands are: Basic, Standard, Flex, comfort fare and Latitude. For Premium Economy Class, the fare brands are: Premium Economy Lowest and Premium Economy Flexible. For Business Class, the fare brands are: Business Class Lowest and Business Class Flexible. Fare rules, as well as terms and conditions, may vary by fare brand.

B. Classes of service

Certain complimentary products and services are offered depending on class of service or fare brand purchased, such as separate check-in, in-flight entertainment, use of headsets/player, reading material, meals, beverages (some alcoholic), etc. These products and services are amenities and their availability is not guaranteed. No compensation will be offered for their unavailability, including for unavailability of in-flight entertainment and choice of meal.

(1) Business Class service

- a)** Business Class service is provided to passengers paying the Business Class fares for transportation in the Business Class cabin on flights operated by Air Canada and certain flights operated by Air Canada Express.
- b)** Passengers seated in the Business Class cabin will (when flight times permit) be afforded in-flight amenities such as complimentary meals and beverages (including cocktails, beer or wine) and complimentary use of headsets/player for audio/visual entertainment (where such feature is provided inflight).

(2) Premium Economy Class /Premium Rouge service

- a)** Premium Economy /Premium Rouge service is provided to passengers paying the Premium Economy /Premium Rouge fares for transportation on certain flights having a Premium Economy/Premium Rouge cabin on flights operated by Air Canada, Air Canada Express and Air Canada Rouge.
- b)** Passengers seated in the Premium Economy /Premium Rouge cabin will (when flight times permit) be afforded in-flight amenities such as complimentary meals and beverages (including cocktails, beer or wine) and complimentary use of headsets/player for audio/visual entertainment (where such feature is provided inflight).

(3) Economy Class

- a) Economy Class service is provided to passengers paying Economy Class fares for transportation in the Economy Class cabin on flights operated by Air Canada, Air Canada Express and Air Canada Rouge.
 - b) Passengers seated in the Economy Class cabin will, when flight times permit, be afforded in-flight amenities on certain flights such as complimentary meals and beverages (including cocktails, beer or wine except on Air Canada Rouge) and complimentary use of headsets for audio/visual entertainment (where such feature is provided inflight; on Air Canada Rouge, use of a player and headsets for a fee.) On certain flights, a fee will apply for headsets/player and a range of meals, snacks and alcoholic beverages.
- C. Upgrades
- (1) Passengers may be offered to Bid or to purchase a non refundable upgrade to Business, Premium Economy or Premium Rouge as follows:
 - a) Last Minute Upgrade: At check-in on the web, at a self-service check-in kiosk, or with a check-in agent or
 - b) Bid Upgrade: Passenger may bid up or modify bid until 96 hours prior to departure. Air Canada accepts or rejects bids 48 hours prior to departure at the latest.
 - (2) Conditions and Restrictions:
 - a) Bid Upgrade or Upgrade offer is subject to availability.
 - b) Only available on certain flights operated by Air Canada, Air Canada Express or Air Canada Rouge. Visit Air Canada's website for more information on cabin configuration.
 - c) Not available for booking with more than one passenger if not all passengers upgrade.
 - d) A Business Class/Premium Economy or Premium Rouge meal is not guaranteed, because of the last minute nature of this offer.
 - e) Cancellation and change fee, and status/milage accumulation applies as per the original fare option.
 - f) If offered, this option must be purchased at time of offer.

- g)** A list setting forth the priority of waitlisted upgrade requests may be included in the Flight Status Section of the Air Canada App. A passenger's upgrade request will be displayed on the priority list using the first three letters of the passenger's family name and the initial letter of passenger's first name.
- h)** Customers travelling on Basic fares are not eligible for Last Minute Upgrade and Bid Upgrade products.

(3) Price

Prices are based on each individual flight segment and vary by flight, fare and by market. The last minute upgrade purchase fee for international and transborder flights can range from \$100 to \$3500 and are subject to all applicable taxes. Prices are non-refundable except in the event that the flight is cancelled or equipment is changed and the upgrade is no longer possible. No other discounts are permitted.

RULE 35 - PERSONAL DATA**A. Use of Personal Information**

The passenger recognizes that personal information must be provided for purposes of making a flight booking for carriage obtaining ancillary services, facilitating immigration and entry requirements, and to be contacted in relation to the flight booking, if necessary. Passenger also recognizes that this information must be made available to government agencies, other airlines, payment processors and service providers, when needed. For these purposes, the passenger authorizes carrier to retain such data and to transmit it to third parties as needed, in whatever country they may be located, subject to its privacy policy.

B. Secure Flight Data

(1) As a result of the united states Transportations Security Administration's (TSA) secure flight program, Air Canada requires all passengers flying to, from, via or over the United States, for non-domestic flights, to provide the following secure flight information at time of booking:

- a) Full name as it appears on the passport (mandatory);
- b) Date of birth (mandatory);
- c) Gender (mandatory);
- d) Redress number (optional, if applicable).

Failure to provide secure flight information at time of booking may result in the booking being cancelled. No compensation will be given for bookings cancelled as a result of failure to provide secure flight information on time, but cancelled bookings may be refunded subject to applicable fare rule.

(2) Russian Federation Passenger data requirements

As a result of requirements from the Russian Federation, Air Canada is required to provide the following information to the Russian Federation for all flights overflying Russian territory:

- a) Complete name (family name, first name, middle name)

- b) Date of birth
- c) Type of travel document (i.e. Passport)
- d) Number of that travel document
- e) State that issued the travel document

RULE 40 - PASSENGERS WITH DISABILITY**A. Definitions**

- (1) **“Ambulatory”** - A person who is able to move about within an aircraft unassisted.
- (2) **“Self-reliant”** - A person who is independent, self-sufficient and capable of taking care of all physical needs during flight, and who requires no special or unusual on board attention beyond that afforded to the general public, except that assistance in boarding and deplaning may be required. Air Canada will accept the determination of a passenger with a disability as to self-reliance.
- (3) **“Attendant”** - An able-bodied person 16 years of age or older physically capable of assisting a person with a disability to an exit in the event of an emergency and who will attend to the personal needs of that passenger during flight, where such is required.
- (4) **“Service Animal”** - Means an animal required by a person with a disability for assistance and certified, in writing, as having been trained to assist a person with a disability by a professional service animal institution.

B. Acceptance of Persons With Disabilities

- (1) 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, provided:
 - a) he/she is accompanied by an attendant who will be responsible for the passenger enroute, and
 - b) with the care of such attendant, 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) Non self-reliant passengers must be attended at all times or, for itineraries between Canada and the U.S., travel with a safety assistant. 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 an attendant. Contact carrier for details. Limits may be altered by carrier in the case of athletes with a disability attending their sporting events.

(4) Medical Certificate

a) All itineraries except between Canada and the U.S.:

The carrier reserves the right to require a medical clearance from the company medical authorities if travel involves any unusual risk or hazard to the passenger or to other persons (including, in cases of pregnant passengers, unborn children).

b) Itineraries between Canada and the U.S.:

Subject to the requirements of 14 CFR part 382, the carrier reserves the right to require a medical certificate, as defined therein, if:

- i. Passenger requires medical oxygen during flight;
- ii. There is a reasonable doubt that the passenger can complete the flight safely without requiring extraordinary medical assistance during the flight; or
- iii. Passenger has a communicable disease or condition that could pose a direct threat to the health or safety of others on the flight.

(5) An attendant or a safety assistant cannot travel with a child under 8 years old and a passenger that requires an attendant or a safety assistant. An attendant or safety assistant must travel in the same cabin as the passenger requiring such attendant or safety assistant. In the Economy cabin, the attendant or safety assistant must be seated in the adjacent seat or across the aisle. In the Business cabin, the attendant or safety assistant must be seated in the closest seat.

(6) Severe Allergies

a) Severe Nut/Peanut Allergy

On flights operated by Air Canada, Air Canada Express and Air Canada Rouge, a buffer zone will be set up for passengers with severe nut/peanut allergies that will help avoid the risk of exposure. Passengers seated within the buffer zone will be advised prior to

departure not to consume nut/peanut products and will not be offered any food known to contain nuts/peanuts sold from the onboard cafe. The size of the buffer zone depends on aircraft type, cabin and seating configuration.

b) Severe Cat Allergy

On flights operated by Air Canada, Air Canada Express and Air Canada Rouge, a buffer zone will be set up for passengers with severe cat allergies that will help avoid the risk of exposure. The size of the buffer zone depends on aircraft type, cabin and seating configuration.

c) Advance Notice and Medical Clearance

Passengers requiring a buffer zone may be required to provide a 48 hour advance notice and obtain prior medical clearance.

d) Responsibility

Air Canada cannot guarantee allergen-free meals, snacks or environment. Passenger with severe allergies is responsible to take additional precautions, such as packing their own snacks, Using hand sanitizer, bringing wet wipes to clean surrounding areas, and carrying an epinephrine auto-injector.

C. Seating Accommodations and Restrictions

- (1) Passengers with a disability requiring special seating accommodation for travel on Air Canada-operated flights and who do not pre-select their seat upon making a reservation must contact an Air Canada reservations center at least 24 hours prior to departure.
- (2) Passengers with a disability requiring special seating accommodation for travel on Air Canada coded flights operated by another carrier must either contact Air Canada reservation center or the operating carrier directly.
- (3) Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows or over-wing emergency exit rows.

D. Reservations/Advance Notice/Advance Check-in

- (1) For itineraries other than between Canada and the U.S.:

Reservations should be made at least 48 hours in advance of travel, advising the carrier as to the nature of the disability and assistance required. The carrier will make a reasonable

effort to accommodate passengers who fail to make a reservations 48 hours in advance. If special oxygen services are required, the carrier requires a 48 hour advance notice prior to travel. See [RULE 45 - OXYGEN SERVICE AND PERSONAL OXYGEN CONCENTRATORS](#).

(2) For itineraries between Canada and the U.S.:

Carrier recommends that reservations made at least 24 hours in advance of travel, advising the carrier as to the nature of the disability and assistance required. In the following cases, passenger must provide 48 hours advance notice of intention to travel, and must present themselves one hour in advance of normal check-in:

- a) Passenger requires medical oxygen (e.g. Medipak) or CPAP, or need to use a personal oxygen concentrator.
- b) Passenger is travelling with and electric wheelchair on a Dash 8, Q400, CRJ or beech aircraft (fewer than seats). See [RULE 45 - OXYGEN SERVICE AND PERSONAL OXYGEN CONCENTRATORS](#) for additional requirements.
- c) Passenger is travelling with a dog as an emotional support or psychiatric service animal in the cabin. See [RULE 55 - PETS AND ANIMALS](#) for additional requirements.
- d) Passenger has both a severe hearing and severe vision impairment.
- e) Passenger needs Air Canada to provide hazardous. materials packaging for the battery of a battery-operated assistive device (e.g. wheelchair);
- f) Passenger is travelling as part of a group or ten or more qualified individuals with a disability;

E. Fares and Fees for Persons with a Disability/Accompanying Attendants

- (1) An attendant accompanying any passenger with a disability or a passenger requiring an extra seat to accommodate a disability will be assessed 50% of the fare applicable, for certain fare types only on Air Canada, and on Air Canada Express or Air Canada Rouge-operated flights only, to his/her travel over sector(s) he/she accompanies the passenger with a disability provided a medical certificate in a form acceptable to carrier confirming the need for an accompanying attendant is presented.

Note: Blind passengers need only to present a valid C.N.I.B. Card, issued by the Canadian National Institute for the Blind, to be eligible for the attendant fare.

- (2) Passengers with disabilities may travel via any fare type offered, subject to the governing rule for the fare type being used.

Note: Attendant's fare is applicable only when accompanying a fare paying passenger.

- (3) Attendant name change fee waived: Air Canada agrees to change the name of attendant with no charge. Air Canada recommends that the name change be requested more than 48 hours in advance, and will make reasonable efforts to accommodate change requests made within this delay, provided such change is made at least 24 hours prior to departure.

F. Acceptance of Mobility Aids

- (1) In addition to the regular free baggage allowance provided in [RULE 60 - BAGGAGE](#), carrier will accept the following items which must be stowed in the baggage compartment, if they are necessary for the mobility or well-being of a person:

- a) Manually and powered wheelchairs, scooters, walkers, and other mobility aids will be carried on a priority basis, subject to the following size limitations:

AIRCRAFT TYPE	WIDTH	HEIGHT
BEH	1.29 m (51 in)	1.33 m (52 in)
CRA	0.96m (38in)	0.81m (32in)
CRJ	1.07m (42in)	0.81m (32in)
DASH 8	1.24m (49in)	1.50m (59in)
E75/E90	1.14m (45in)	0.79m (31.4in)
A319/A320/A321	1.45m (57in)	1.09m (43in)
B767	1.14m (45in)	1.45m (57in)
B788/B789	1.14m (45in)	1.01m (40in)
A330/B777	1.50m (59in)	1.45m (57in)

- b) Crutches and canes may be retained in the passenger's custody provided they can be safely stowed.
 - c) Mobility aids with spillable batteries are accepted at no charge to the passenger as follows: The mobility aid must fit through the cargo door and inside the compartment in an upright position, including online connections. If some disassembly is required for the mobility aid to fit, passengers should bring disassembly instructions. The carrier will provide assistance in disassembling and packaging the aid, unpacking the reassembling aid, and returning the aid promptly on arrival at the passenger's destination, all without charge. The battery terminals must be insulated to prevent accidental short circuits (e.g. by being enclosed in a battery container). The battery need not be disconnected nor removed but it must be securely attached to the mobility aid. See Air Canada's website, wheelchair and mobility aid assistance page, for more information.
- (2) Battery powered medical equipment will be accepted,¹ except for spillable Lead Acid. External and spares must be protected to prevent short circuits, and are acceptable as cabin baggage only.

G. Service Animals

See [RULE 55 - PETS AND ANIMALS](#).

- H.** The carrier is not liable for its refusal to transport any passenger or for its removal of any passenger in accordance with the preceding paragraphs of this rule or with [RULE 75 - REFUSAL TO TRANSPORT](#). However, at the request of the passenger, a refund will be issued in accordance with [RULE 100 - REFUNDS](#), subject to the applicable fare rule.

¹ Battery powered medical equipment must be secured during take-off and landing.

RULE 45 - OXYGEN SERVICE AND PERSONAL OXYGEN CONCENTRATORS

Applicable to flights operated by Air Canada, Air Canada Express and Air Canada Rouge.

A. Own Oxygen

Passengers cannot bring their own oxygen onboard, except for intra-Canada flights, where dry oxygen D-Type cylinders under 22 inches may be accepted. Liquid oxygen is forbidden on all aircraft.

B. Preplanned Oxygen Service

Air Canada will provide online in-flight oxygen service on all flights subject to the following conditions:

- (1) Passenger are required to give Air Canada at least 48 hours' notice that in-flight oxygen will be needed. (72 hours for certain stations, including Sydney, Tel Aviv, Hong Kong, Beijing, Shanghai, Seoul, Narita, Buenos Aires, Sao Paulo, Bogota, Lima and Santiago (Chile). The carrier will make a reasonable effort to accommodate the passengers who fail to give the required notice. It is the passenger's responsibility to make arrangements for oxygen service on other carriers involved in their transportation, if required.
- (2) A Medical certificate is needed for transborder itineraries. For all other itineraries, passengers must obtain medical clearance from Air Canada as to the passenger's ability to travel and to determine the rate of oxygen to be maintained.
- (3) Fees:

The fee for oxygen service is dependent on length of flight and cylinder flow, as set out below. This fee is not subject to discount and not refundable if cancelled within 72 hours of departure. Changes made within 72 hours of departure (48 hours for transborder itineraries) may be subject to additional charges.

SCHEDULED FLIGHT HOURS	OXYGEN CYLINDER TYPE			
	2 LPM	3 LPM	4 LPM	5 LPM
0 to 1:59	\$220	\$220	\$220	\$390

SCHEDULED FLIGHT HOURS	OXYGEN CYLINDER TYPE			
2 to 3:59	\$390	\$390	\$390	\$560
4 to 5:59	\$390	\$390	\$560	\$730
6 to 7:59	\$390	\$560	\$730	\$900
8 to 9:59	\$560	\$730	\$900	\$1070
10 to 11:32	\$560	\$900	\$1070	\$1070
11:33 to 12:59	\$560	\$900	\$1070	N/A
13 to 13:36	\$730	\$900	\$1070	N/A
13:37 to 16	\$730	\$900	N/A	N/A

- (4) Passengers must be able to use Air Canada's equipment (e.g. nasal prongs). No other device is accepted onboard.
- (5) When oxygen is also required on the ground (boarding, connecting and upon arrival), the passenger is responsible to make those arrangements separately.

C. Personal Oxygen Concentrators

Passengers are allowed to carry onboard aircraft and utilize carrier approved personal oxygen concentrators, subject to the following conditions:

- (1) At least 48 hours prior to departure, passenger must inform carrier of his/her intent to use a personal oxygen concentrator during the flight. The carrier will make a reasonable effort to accommodate passengers who fail to inform carrier of his/her intent to use a personal oxygen concentrator within the aforementioned time.
- (2) A medical certificate is needed for transborder itineraries. For all other itineraries, passengers must obtain medical clearance from Air Canada as to the passenger's ability to travel and to determine the rate of oxygen to be maintained.
- (3) The personal oxygen concentrator must be of a type approved by Air Canada, and must be free of oil and grease. Some restrictions apply to certain types of personal oxygen concentrators that cannot be safely stowed during flight.

- (4) Passengers must bring extra batteries as part of their carry-on baggage, in an amount specified by carrier. Batteries are not accepted as checked baggage. Batteries must be packaged in a manner that protects them from short circuit and physical damage, and away from metal objects such as keys, coins, etc. Extra batteries must be sufficient to cover the use of the personal oxygen concentrator for the entire duration of the travel itinerary, including connection time, check-in and travel buffer. Aircraft power supply to power-on and use personal oxygen concentrators or recharge batteries during flight is not permitted. Ability to recharge battery during connection may not be available.
- (5) Personal oxygen concentrators and extra batteries are accepted free of charge, in addition to the normal carry-on baggage allowance, provided they can be safely stowed underneath the seat. However, the area around the personal oxygen concentrators must be clear of blankets, coats, and other pieces of carry-on baggage.
- (6) Check-in is not permitted through the web and/or self-service device. Check-in must be made with an airport agent at any check-in position.

RULE 50 - UNACCOMPANIED MINORS AND INFANTS

For the purposes of the present rule, a minor means a person who has not reached his/her 18th birthday as of the date of commencement of travel.

A. Accompanied

- (1) Children are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least 16 years of age. Only one infant will be accepted for carriage with each fare paying passenger at least 16 years of age occupying the same or adjacent seat occupied by the infant.
- (2) Children under age 8 must be accompanied by an adult age 16 or older when travelling. The accompanying adult must occupy a seat in the same cabin and be seated adjacent to the young child
- (3) Passengers travelling with children under the age of 12 will receive complimentary seat assignment ensuring children are seated adjacent to an adult/guardian travelling with them. Customers may contact Air Canada reservations directly to be seated or review their reservation 36 hours after booking to validate their seat assignments. Customers should always indicate in their booking they are travelling with children.

B. Unaccompanied

Minors not accompanied on the same flight and in the same compartment by a passenger 16 years of age or over are accepted for transportation only under the following conditions:

- (1) Age of minor at last birthday under 8 years of age via all classes of service:
Not accepted under any conditions.
- (2) Age of minor at last birthday 8 to 11 years of age via all classes of service:
Unaccompanied minor service is mandatory. See conditions and restrictions below.
- (3) Age of minor at last birthday 12 to 17 years of age via all classes of service:
Unaccompanied minor service is optional.

C. Child restraint devices

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 children age 2 and up. Child restraint devices are not permitted in the Business suite at any time.

D. Fare and Service Fee

- (1) The fare applicable to the transportation of children or infants occupying a seat is the applicable published fare for itineraries between Canada and the U.S. And within Canada, and a discounted applicable published fare for international itineraries (discount not applicable to taxes, fees, charges and surcharges).
- (2) Infant not occupying a seat

The fare for infants not occupying a seat will be assessed 10% of the applicable adult fare on international itineraries. No fare is applicable on itineraries between Canada and the U.S. and within Canada (certain taxes, fees and charges may apply).

- (3) The service fee applicable to the unaccompanied minors' service is \$100 per flight segment. Fees are non-refundable and subject to applicable taxes.

E. Conditions of Application of Unaccompanied Minor Service

- (1) Registration for the unaccompanied minor service must be made at least 24 hours prior to departure.
- (2) The minor must be brought to the airport of departure by a parent or responsible adult who remains with the minor until carrier starts providing supervision, and must remain at the airport until the flight has departed in case a schedule irregularity occurs. The parent or responsible adult must furnish the carrier with satisfactory evidence that the minor will be met by another parent or responsible adult showing photo identification, upon deplaning at his destination. Children of ages 8 to 11 are not accepted if the flight on which the child holds a reservation is not expected to terminate at his/her destination.
- (3) Carrier will provide supervision for the minor from the time of boarding or check-in, where applicable, until the minor is met at destination by a parent or a responsible adult showing photo identification, as identified in the above paragraph.

Exception: Carrier will not provide in-cabin supervision on beech aircraft, as there is no flight attendant on such aircraft type. Unaccompanied minor service is available only for transportation on non-stop flights operated by Air Canada, Air Canada Rouge or Air Canada Express carriers, and not available for connections or multi-leg itineraries.

- (4) Medical Conditions

Children with medical conditions may not be accepted for travel as an unaccompanied minor. Medical approval from Air Canada medical officer is required for any unaccompanied minor service to be offered to a minor with a medical condition, including customers with disabilities or severe allergies - see [RULE 40 - PASSENGERS WITH DISABILITY](#). A child with severe allergy may not be accepted for travel as an unaccompanied minor.

F. Limited responsibilities of Carrier

With the exception of the service specifically provided to an unaccompanied minor in this rule, carrier will not assume any financial or guardianship responsibilities for unaccompanied minor beyond those applicable to an adult passenger.

RULE 55 - PETS AND ANIMALS

The Transportation of Animals is subject to the conditions set out in this rule. Passengers should contact Air Canada or visit its website for recommendations on preparing the animal for travel.

A. General Conditions of Acceptance

- (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. Charges listed in this rule apply.
- (2) Advance arrangements must be made with Air Canada. It is recommended to register the animal 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 and odorless.
- (4) The animal must be confined in a cage or container subject to inspection and approval by the carrier prior to acceptance.
- (5) Containers must be leak proof and ventilated on at least two sides. Animal must be able to stand, turn around and lie down comfortably, as per international regulations. An empty water dish should be provided so that water may be given if circumstances permit. No part of the animal may protrude from the container wire/weld mesh (cage like) (carriers are not permitted). Container should not be locked in case carrier staff needs to access the animal in the event of an emergency. Additional container restrictions apply depending on whether the animal is transported in cabin or in the baggage compartment.

Note: An Air Canada-approved kennel may be purchased from a third-party supplier through a link on Air Canada's website. Purchase must be made at least 72 hours in advance of travel.

- (6) Animals will be transported either in the cabin or baggage compartment.
- (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, when required. Air Canada will not be responsible in the event any such animal is 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) Animals must be at least eight weeks old and fully weaned.
- (9) Passengers travelling with an animal must check-in 30 minutes prior to the recommended check-in time as check-in must be done with an agent. Web check-in or airport self-service kiosks cannot be used for check-in.

B. Animals in Cabin - Additional Requirements and Restrictions

Air Canada will only carry in cabin domesticated cats and small dogs that require no attention during flight, (with exception of service animals) subject to the following additional requirements.

- (1) Number of animals allowed is limited per cabin and aircraft type.
- (2) Carriage of animals is limited to one animal per container and one container per passenger. The container replaces the standard piece of carry-on baggage allowance.
- (3) The container must be stored under the seat directly in front of the passenger during take-off and landing. The animal must remain enclosed in the container while on board the aircraft, from time of entry into the aircraft until after deplaning.
- (4) The passenger will not be permitted in a bulkhead row or in a row immediately behind a bulkhead or adjacent to an emergency exit.
- (5) Container size: Hard sided containers must not exceed 55 cm (21 ½ in) in length, 40 cm (15 ½ in) in width and 23 cm (9 in) in height. Soft-sided containers must not exceed 55 cm (21 ½ in) in length, 40 cm (15 ½ in) in width and 27 cm (10.5 in) in height. Container size for Business Class travel on aircraft with lie flat beds must not exceed 41 cm (16 in) in length, 21 cm (8 in) in width and 28 cm (11 in) in height. Soft-sided carriers without metal frames is recommended.
- (6) Air Canada will not accept an animal if it is in the custody of an unaccompanied minor.

- (7) Carrier reserves the right to refuse carriage of animals because the total number of animals in cabin is limited on each flight by aircraft type and cabin configuration or at any time because a person with a severe allergy to the animal is travelling on the same aircraft.
- (8) Air Canada may request passenger to change seats before or after boarding to accommodate allergy sufferers.

C. Animals in the Baggage Compartment (Additional Requirements and Restrictions)

Air Canada will only carry in the baggage compartment domesticated cats and dogs, except during certain dates and on certain aircraft, and only subject to the following additional requirements:

- (1) There is an annual embargo for transportation of live animals in the hold during certain periods, and additional embargos on certain breeds or, during certain periods, to certain destinations. Visit Air Canada's website for details.
- (2) The maximum size kennel accepted on CRJ, CRA, Embraer and Beechcraft aircraft is the intermediate size kennel (32x22.5x24 in. or 80x57x61cm).
- (3) It is not recommended to transport animals on A319/320/321 aircraft from November 1 to March 31 due to limited heat in the hold. From November 1 to March 31 and any other time temperature is 0 degrees Celsius. (32F) animals are not permitted on CRJ, CRA, Embraer and Beechcraft.
- (4) Additional piece, oversize, and overweight fees do not apply. First and/or second bag fees do not apply; animal is not considered part of the checked baggage allowance.
- (5) A maximum of two dogs, or two cats, of comparable size up to 14 kg each, that are used to cohabitation, may be carried in the same kennel.
- (6) Maximum weight limit of 45 kg (100 lbs) including pet and kennel.
- (7) Maximum dimensions may not exceed 292 cm (115 in.) in linear dimensions (length plus. width plus. height). Dimensions of pet carrier, weight and breed of pet must be given at time of reservation.
- (8) Animals will not be accepted more than 4 hours before scheduled departure (6 hours with prior arrangements).

- (9) Certain breeds should not be transported in the baggage compartment due to increased risks of heat stroke and breathing problems when exposed to extreme heat or stressful situations. Customers should consult their veterinarian prior to travel. Visit Air Canada's website for details.
- (10) Animals used for commercial intent such as those for sale, sled racing competitions etc. may require specific documentation for declared value, insurance and liability.
- (11) Shipment of females in heat (estrus.) is not recommended.
- (12) Kennel must have absorbent blankets, due to sanitary reasons. Newspapers are not recommended as ink can be toxic to animals. Customers should not use hay, wood shavings or straw as absorbent material if pet is traveling to international destinations.
- (13) Kennels with wheels will only be accepted if the wheels are removed.

D. Fees

- (1) Fee for carriage of animals in baggage compartment.

Carriage of the animal and its container will be subject to a fully refundable fee of \$105 per direction for flights between Canada and the United States (except Hawaii) and \$270 per direction for other international flights.

- (2) Fee for carriage of animals in cabin.

Carriage of animal and its container will be subject to a fully refundable fee of \$50 per direction for flights between Canada and the United States (except Hawaii) and \$100 per direction for other international flights.

E. Service Animals

- (1) Air Canada will accept for transportation without charge accompanied service animals in the following categories:
 - a) Search and rescue dogs;

- b) A service animal required to assist a person with a disability provided that, for all flights except flights to/from the U.S. and united-coded flights, the animal is properly harnessed and certified as having been trained at a professional service animal institution.
- (2) For the safety and comfort of all passengers, Air Canada staff (in consultation with the person with a disability) will determine where the person with a disability and service animals accepted under this rule will be seated.
- (3) For flights to and from the U.S. and united-coded flights, service animals do not require a muzzle or a harness.
- (4) The passengers must make all arrangements and assume full responsibility for complying with any 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, when required. Air Canada will not be responsible in the event any such animal is refused entry into or passage through any country, province, state or territory.
- (5) Except for itineraries between Canada and the U.S. that includes only flights of eight hours or less, passengers must advise Air Canada reservations 48 hour in advance of travel, and be at the airport for check-in one hour prior to the normal check-in deadline. Air Canada will make every effort to accommodate requests made within that time frame.
- (6) Emotional support or psychiatric service animals.

Passengers travelling on itineraries between Canada and the United States may travel with a dog as an emotional support or psychiatric service animals, as long as they provide supporting documentation in the form of an original letter on the letterhead of a licensed mental health professional (e.g. a psychologist, psychiatrist or licensed clinical social worker), dated within one year from the date of commencement of travel. The letter must confirm that:

- a) Passenger has a mental or emotional disability recognized by the DSM-IV (diagnostic and statistical manual of mental disorders);
- b) Passenger needs the dog for emotional or psychiatric support during travel and/or at destination;

- c) The person who prepared the document is a licensed mental health professional; and
- d) Passenger is currently under the care of the licensed mental health professional who prepared the document. The letter must also provide information on the mental health professional's license (i.e. type of license, date issued, and issuing authority).
Air Canada does not accept animals other than dogs as emotional support or psychiatric service animals.

F. Limits or Exclusions From Liability

Air Canada will not be liable for illness, death or injury to an animal when the animal has been handled with ordinary standards of safety and care when the animal was in Air Canada's care, or when Air Canada has acted in the interests of the entire flight or of other passengers during flight, such as in the event of an emergency. Moreover, Air Canada shall not be responsible for loss, expenses, illness, death or injury to the animal resulting from passenger's failure to comply with the provisions of this rule, including, without limitation, if the animal is refused entry at destination or in transit.

Exception: should an injury to or death of a service animal result from the negligence of Air Canada representative, Air Canada's liability will be limited to expeditiously providing, at its own expense, for the medical care, and if necessary replacement of the animal.

RULE 60 - BAGGAGE**A. General Acceptance of Checked Baggage****(1) Regular Baggage Allowance****a) General**

The passenger is entitled to carry checked baggage as specified in this section and subject to the terms and conditions set out in this rule, in particular but not limited to those set out in the sections pertaining to prohibited and unacceptable items, special items, and sporting equipment.

b) Combined Class Fares

- i. For through journeys where the passenger travels partly in Business Class and partly in Economy Class, the free baggage allowance for each portion of the trip shall be that applicable to the class of service for which the fare is paid.
- ii. When passenger, who has paid a higher class fare (E.g. Business Class), travels in a lower class cabin (E.g. Economy cabin), the free baggage allowance will be that applicable to the original higher class fare.

c) Baggage Size and Weight Limitations

- i. All checked baggage must have maximum outside linear dimensions of 62 in. (158 cm). A piece of baggage whose dimensions exceed this maximum is considered oversize.

Exception: garment bags may exceed these linear dimensions, through the maximum number and weight restrictions still apply.

- ii. Unless otherwise specified herein, all checked baggage must have a maximum weight per baggage of 50 lbs (23 kg) for Economy Class and Premium Economy and 70 lbs (32 kg) for Business Class for Air Canada Altitude other than Prestige, and for all itineraries to/from Brazil. Checked baggage whose weight exceeds the aforementioned maximum is considered overweight. On Premium Rouge the maximum weight per baggage remains at 70 LBS (32 KGS) for Transborder, Caribbean, Mexico and Central America and effective 10 October 2016, for International (Asia Europe, South America) flights on Premium Rouge, the maximum weight per baggage is 50LBS (23KGS).

d) Regular Baggage Allowance

For itineraries between Canada and the United States (including Hawaii, Alaska, excludes Puerto Rico, U.S. Virgin Islands):

	Basic / Standard	Flex	comfort	Latitude	Premium Economy	Premium Rouge	Business
Bag allowance	0 bag <i>(fee applies)</i>	1 bag	1 bag	2 bags	2 bags	2 bags	2 bags

United States				
	Basic / Standard		Flex / comfort	
Travel between	1 st bag	2 nd bag	1 st bag	2 nd bag
Canada - United States (incl. Hawaii, Alaska, excl. Puerto Rico, U.S. Virgin Islands)	\$25	\$35	free	35\$

For all other itineraries (including Puerto Rico and U.S. Virgin Islands):

	Basic	Standard	Flex / comfort	Latitude	Premium Economy	Premium Rouge	Business
Bag allowance	0 bag	1 bags*	1 bags*	2 bags	2 bags	2 bags	2 bags

*Exceptions for specific itineraries may apply (see below)

Caribbean, Mexico				
	Basic / Standard		Flex / comfort	
Travel between	1 st bag	2 nd bag	1 st bag	2 nd bag
Canada/United States – Caribbean/ Mexico/Puerto Rico/U.S. Virgin Islands <i>(see exceptions below)</i>	\$25	\$35	Free	\$35
<i>Canada/United States – Port au Prince/Kingston/Port of Spain</i>	\$25 - Basic Free - Standard	\$35	Free	\$35

Central America

Travel between	1 st bag	2 nd bag
Canada/United States – Central America	Free	\$35

South America		
Travel between	1 st bag	2 nd bag
Canada/United States – South America	Free	Free
Buenos Aires – Santiago (5 th freedom)	Free	Free
South America – Asia/South Pacific	Free	Free
South America – South Asian Subcontinent	Free	Free
To/From Brazil	Free	Free

Europe		
Travel between	1 st bag	2 nd bag
Canada/United States/Mexico – Europe (<i>see exceptions below</i>)	Free	\$100
<i>Canada – Algeria/Morocco</i>	Free	Free
<i>Canada – Turkey</i>	Free	Free
<i>From Canada – Albania/Bosnia/Serbia/Macedonia</i>	Free	Free

Middle East		
Travel between	1 st bag	2 nd bag
Canada/United States/Mexico – Middle East (<i>see exceptions below</i>)	Free	Free
<i>Canada/United States/Mexico – Israel</i>	Free	\$100
<i>United States/Mexico – Iraq/Jordan/Sudan/Syria</i>	Free	\$100

Africa		
Travel between	1 st bag	2 nd bag
Canada/United States/Mexico – Africa (<i>see exceptions below</i>)	Free	Free
<i>Canada/United States/Mexico – Malawi/Zambia</i>	Free	\$100

Asia		
Travel between	1 st bag	2 nd bag
Canada/United States/Mexico/South America – Asia	Free	Free
<i>To/From Japan</i>	Free	Free

South Asian Subcontinent		
Travel between	1 st bag	2 nd bag
Canada – South Asian Subcontinent	Free	Free
United States/Mexico – South Asian Subcontinent <i>(see exceptions below)</i>	Free	\$100
<i>United States/Mexico – India via Toronto or Vancouver</i>	Free	Free
<i>United States/Mexico – India except via Toronto or Vancouver</i>	Free	\$70
<i>United States/Mexico – Afghanistan/Pakistan</i>	Free	Free
South America – South Asian Subcontinent	Free	Free

South Pacific		
Travel between	1 st bag	2 nd bag
Canada/United States – South Pacific <i>(see exceptions below)</i>	Free	\$100
South America – South Pacific	Free	Free
<i>Canada/United States – Australia/New Zealand</i>	Free	Free

All other destinations		
Travel between	1 st bag	2 nd bag
International - International	Free	\$70

e) Exceptions to regular baggage allowance

ALTITUDE LEVEL	ECONOMY	PREMIUM ECONOMY/ PREMIUM ROUGE	BUSINESS
Super Elite 100K	3 free bags (70 lb/62 in)	3 free bags (70 lb/62 in)	3 free bags (70 lb/62 in)
Elite 75K, 50K, 35K	3 free bags (70 lb/62 in)	3 free bags (70 lb/62 in)	3 free bags (70 lb/62 in)
Prestige 25K	2 free bags (50 lb/62 in)	2 free bags (50 lb/62 in)	2 free bags (70 lb/62 in)
Star Gold	1 additional bag (50 lb/62 in)	1 additional bag (50 lb/62 in)	1 additional bag (70 lb/62 in)
Star Silver	Per fare paid (50 lb/62 in)	Per fare paid (50 lb/62 in)	Per fare paid (70 lb/62 in)

f) Infants

Infants on lap (under 2 years old) or children (over 2 years old) occupying a seat are entitled to the regular baggage allowance set out above. In addition:

- i. One stroller may be checked in at check-in or the gate during boarding, free of charge; and
- ii. A car seat may be checked, free of charge.
- iii. A playpen may be substituted for either a car seat or stroller.

Exception:

Infant on lap 1st checked bag \$0
2nd checked bag \$100

For itineraries to/from Brazil

Infant on lap 1st checked bag \$0
2nd checked bag \$70

g) Rerouting

- i. In the case of voluntary rerouting which permits a higher regular baggage allowance, the higher allowance applies only to the remainder of the journey from the point of rerouting. No refund is made for the portion of the journey already performed.
- ii. In the case of voluntary rerouting which makes the passenger liable for additional charges because of a lower regular allowance, such additional charges will apply only from the point of rerouting.
- iii. In the case of involuntary rerouting, the passenger shall be entitled to the regular baggage allowance applicable for the class of service originally paid for. This provision applies even if the passenger is rerouted from Business Class/Premium Economy or Premium Rouge to Economy Class and is entitled to fare refund.

(2) Excess Baggage

Baggage in excess of the regular baggage allowance set out in (A)(1) above, in number, dimension or weight, will be accepted subject to the conditions set out below, upon payment of applicable fees.

a) Maximum Weight and Dimensions

- i. No bag may exceed 70 lbs, 80 in. in length, or 115 in. In total linear dimensions. Such items may be sent via cargo.

- ii. Any item over 32kg (70 lbs) will not be accepted and must be sent via Air Canada Cargo.
- iii. Any item over 292 cm (115) in linear dimensions and/or 203 cm (80 in) in length will not be accepted and must be sent via Air Canada Cargo.

b) Applicable Fees

FOR TRAVEL BETWEEN	ADDITIONAL PIECE FEE	OVERSIZE AND OVERWEIGHT FEE
Canada - United States (incl. Hawaii, Alaska, excl. Puerto Rico, U.S. Virgin Islands)	\$100 CAD	\$100 CAD
For all other itineraries (incl. Mexico, Puerto Rico and U.S. Virgin Islands)* exception for itineraries to/from Brazil apply	\$225 CAD	\$100 CAD
Brazil - Canada (excl. YYZ/YUL)	\$120 CAD	\$120 CAD
Brazil - YYZ/YUL	\$107 CAD	\$107 CAD
Brazil - United States (excl. MIA)	\$85 USD	\$85 USD
Brazil - MIA	\$75 USD	\$100 USD
Brazil - Europe	\$120 USD	\$120 USD
Brazil - Middle East	\$150 USD	\$150 USD
Brazil - South Pacific	\$175 USD	\$175 USD
Brazil - Asia (excl. Japan)	\$195 USD	\$195 USD
Brazil - Japan	\$175 USD	\$175 USD
Brazil - Africa	\$50 USD	\$50 USD

*- overweight fee not applicable as the maximum weight per bag accepted by Air Canada is 32kg (70 lbs). Customer must contact Air Canada Cargo if traveling with items exceeding 32 kg (70 lbs).

c) Collection of Excess Baggage Charges

- i. The fees for additional pieces set out above are 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

Carrier 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.

(3) Excess Value Charges

- a) For itineraries subject to the Warsaw Convention, as amended, a passenger may declare a value for baggage in excess of 250 French Gold Francs (approximately \$20) per kilogram in the case of checked baggage and 5000 French Gold Francs (approximately \$400) per passenger in the case of unchecked baggage or other object of which the passenger takes charge himself/herself. When such a declaration is made a charge for excess value will be assessed by each carrier participating in the carriage at the rate of \$0.50 for each \$100 or fraction thereof. For itineraries subject to the Montreal Convention, a passenger may declare a value for baggage in excess of 1,131 Special Drawing Rights per passenger. When such a declaration is made a charge for excess value will be assessed by each carrier participating in the carriage at the rate of \$0.50 for each \$100 or fraction thereof.
- b) This rule shall not entitle the passenger to declare such excess value for baggage in connection with carriage over carrier's route in relation to which the above rule does not permit such declarations, unless the carriage over such route forms a part of through carriage including other routes in relation to which such declarations are permitted.

c) Collection of Excess Value

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.

d) 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.

(4) Codeshare

In the case of code-share, the baggage rules of the first marketing carrier (carrier whose code appears on the flight number) may apply, not those of the operating carrier.

(5) Check-In, Collection and Delivery of Checked Baggage

a) Check-in

Baggage must be checked at the designated off-site check-in facility or airport in advance of flight departure time, as prescribed by the check-in time limits set out in [RULE 70 - CHECK-IN AND BOARDING TIME LIMITS](#) (A). Except for skychecked baggage (available on Air Canada Express only), carrier shall, upon taking possession of the passenger's checked baggage, issue a baggage identification tag for each piece of checked baggage, that will be affixed thereto. A portion of this baggage identification tag will be provided to the passenger. Any baggage which passenger intends to take onboard as carry-on baggage and which carrier required passenger to surrender at boarding for placement in the cargo compartment will be regarded as checked baggage, except for skychecked baggage (available on Air Canada express only). It is passenger's sole responsibility to ensure that all checked baggage have passenger's name or other personal identification affixed to it.

Baggage will not be checked:

- i. To a point that is not on the passenger's routing, as stated in his/her ticket.

- ii. Beyond the passenger's next point of stopover or, if there is no stopover, beyond the final destination designated on the ticket.
- iii. Beyond a point at which the passenger wants to reclaim the baggage or any portion thereof.
- iv. Beyond the point to which all applicable charges have been paid.
- v. Beyond a point at which the passenger is to transfer to a connecting flight if carrier is unable to through-check the baggage, or if that flight is scheduled to depart from an airport different from the one at which the passenger is scheduled to arrive.

b) Collection and Delivery of Baggage

Checked baggage will be delivered to the bearer of the baggage check upon payment of all unpaid sums due to carrier under contract of carriage or tariff. Only the passenger for whom a baggage identification tag was issued may take possession of the baggage. Carrier may, but is under no obligation to do so, require satisfactory proof that the baggage belongs to the passenger in question before delivering the baggage to the passenger. Acceptance of the baggage without complaint, within the time limits stipulated in [RULE 105 – LIABILITY OF CARRIERS](#) (E), by the passenger in possession of the baggage identification tag is prima facie evidence that the carrier delivered the baggage in good condition in accordance with this tariff.

(6) Movement of Baggage and Delayed Baggage

Checked baggage will be carried in the same aircraft as the passenger unless such carriage is deemed impracticable by carrier, in which event carrier will move the baggage on a space available basis, and the checked baggage may arrive after the passenger's arrival at destination. Carrier shall make reasonable efforts to deliver baggage to passenger as soon as practicable, unless restrictions apply pursuant applicable law or local requirements, such as the need for presence of passenger for customs clearance. If passenger's baggage is delayed, carrier will provide out-of-town passengers with an over-night kit if required, and will provide information necessary to allow passenger to obtain updates on the status of their baggage.

B. Acceptance of Carry-on Baggage

(1) General Conditions of Acceptance

Carry-on baggage must fit within the size limits set out herein, as it must fit under the seat located in front of the passenger or in the enclosed storage compartment in the passenger cabin. Should the carry-on baggage exceed the limits set out herein, carrier may require passenger to check baggage, either at check-in or at boarding.

Note: some exceptions may apply to certain mobility aids and other assistive devices. As further detailed in this rule, some items are not suitable for carriage, or are subject to special restrictions and/or fees.

(2) Free Baggage Allowance

A maximum of 2 pieces of cabin baggage may be carried onto the aircraft by the passenger. One bag must have total overall dimensions not exceeding 9x15.5x21.5 inches (23x40x55 cm) except where the under seat space facility requires a bag of a lesser size. The second bag must have total overall dimensions not exceeding 6x13x17 inches (16x33x43 cm). Carry-on baggage must be stored under the seat in front of the passenger or placed in an enclosed overhead bin.

(3) Musical Instruments

a) Musical instruments count as part of the free carry-on baggage allowance provided they meet the current Air Canada carry-on size requirements. String instruments may exceed the carry-on baggage size limitations only if they fit in the overhead bin or under the seat in front, and there is sufficient space to accommodate the instrument in the cabin at boarding time. Customers travelling with a musical instrument may take advantage of pre-boarding between zones 2 and 3, or zones 1 or 2 if they qualify for priority boarding. Nonetheless, if there is no space available in the cabin to securely store the musical instruments, or if deemed required by airline staff, the musical instrument may need to be gate checked. Musical instruments must always be packaged in a rigid/hard shell container designed to ship such items. For string instruments, customers are responsible for ensuring that the strings are loosened so that tension is reduced on the top and neck of the instrument.

b) If musical instruments are checked in separately, a musical instrument counts as one piece of baggage towards the maximum number of checked bags allowed by fare type. If passenger's bag count (musical instrument plus number of other bags to be checked) exceeds maximum number of items allowed by fare type, additional checked baggage charges will apply.

(4) Additional Items

In addition to the free baggage allowance for carry-on baggage set out in the previous paragraph, passengers may bring on-board:

- a) Coat or other outer garment
- b) A small purse measure measuring no more than 25 cm x 30 cm x 14 cm (10 in x 12 in x 5.5 in). Larger purses will be included in the regular fee baggage allowance for carry-on baggage.
- c) An infant care item (e.g. diaper bag), if passenger is travelling with an infant
- d) A child restraint device if a seat has been purchased for the child/infant,
- e) A mobility aid or other Assistive Devices for stowage or use within the cabin(e.g. prescription medications or any medical devices needed to administer them such as syringes or auto-injections, vision-enhancing devices, POCS, ventilators and respirators that use non-spillable batteries, as long as they comply with applicable safety, security and hazardous materials rules). It is recommended and sometimes required that passengers contact carrier prior to departure to make arrangements (in particular, but not limited to, for situations where any such aid or device exceeds the maximum weight or dimensions mentioned above). See [RULE 40 - PASSENGERS WITH DISABILITY](#) and [RULE 45 - OXYGEN SERVICE AND PERSONAL OXYGEN CONCENTRATORS](#) for more information, or contact carrier.
- f) A small electronic device such as cell phone or mp3 player, but not electronic devices that can interfere with aircraft navigational and/or communication equipment. Transmitting and receiving functions must be turned off while on board. Passengers should contact carrier or review its web site for more information on these items.

(5) Skycheck Baggage

Skycheck baggage is a baggage service offered on certain Air Canada Express aircraft only (Beech, CRJ 100/200/705, Dash-8/100, Dash-8/300 and Q400) where onboard storage space is limited and carry-on baggage may not be accommodated. Customers are advised to drop their carry-on baggage at the aircraft door (if aircraft is parked at a gate) or at the special cart (next to aircraft stairs) for ramp boarding. Upon arrival, Skycheck baggage is immediately removed from the aircraft and returned to customers as they disembark. This

service is provided for carry-on baggage only. Items that do not conform to the carry-on dimensions and weights must be checked-in

(6) Seat-loaded Cabin Baggage

A passenger may carry on board the aircraft baggage of a bulky or fragile nature to be loaded on a seat or seats next to passenger, upon payment of 50% off the applicable fare and subject to seat availability. The discount does not apply to flight pass and Aeroplane bookings. Such baggage will be subject to the following conditions. Passengers should contact the carrier for more information:

- a) Must be booked through Air Canada reservations.
- b) Applies for Air Canada, Air Canada Rouge and Air Canada Express (operated by Jazz, Sky Regional, Air Georgian, CRJ aircraft) operated flights only.
- c) Passenger must be seated next to the seat-loaded cabin baggage. Except if travelling in a Business Class pod, in which case the cabin baggage must be placed in an Economy Class seat.
- d) Passenger must check-in at least 60 minutes prior to the recommended check-in time, to allow sufficient time for the tie-down process.
- e) No upgrades permitted.
- f) Not available in the Business Class suites. If customer is seated in Business Class suites, the cabin baggage must be placed in an Economy Class seat.
- g) Double Bass are not accepted as seat-loaded cabin baggage.
- h) Not available on Beech aircraft. Certain other aircraft restrictions apply, including maximum number of cabin baggage which can be accommodated by aircraft type.
- i) Restrictions apply to baggage dimensions.
- j) Maximum weight: 36.3 kg (80 lbs) per restraint net used. Maximum length (height): 163 cm (64 in). Items cannot be wider than the width of the aircraft seat. Otherwise, two seats must be purchased.

- k) For musical instruments, item must be properly packaged in a rigid and/or hard shell container specifically designed for shipping such items, in the event that item must be checked. String musical instruments must have their strings loosened to prevent damage caused by changes in temperature and/or pressure.
- l) Air Canada's checked baggage allowance applies for each seat, but the carry-on baggage allowance applies per passenger.
- m) The baggage must be secured by a tie down system provided by Air Canada to eliminate shifting of the baggage during normal flight and ground conditions, and packaged or covered in such a manner as to avoid possible discomfort or injury to another passenger.
- n) The baggage's location may not restrict access to the aisle or any regular or emergency exit and may not block any passenger's view of no smoking, seat belt or exit signage.

C. Prohibited or Unacceptable Items**(1) General**

Passengers should contact carrier or review its web site for more information on these items. Certain items will be carried only under certain restrictions or special packaging conditions (see "special items", below). Notwithstanding any tariff provision to the contrary, as a general rule, passenger must not include in checked or carry-on baggage items which:

- a) Are likely to endanger the aircraft, persons or property; or
- b) Are likely to be damaged by air carriage; or
- c) Are unsuitably or inadequately packed, if included in checked baggage; or
- d) Are unsuitably for carriage by reason of their weight, size or character; or
- e) Articles strapped, fastened, or otherwise secured to other baggage being checked and which are not independently tagged and/or packaged. Such items include but are not limited to sleeping bags, tents, luggage racks, luggage carriers, and umbrellas; or
- f) Are restricted as carry-on baggage due to security restrictions (e.g. sharp, piercing or cutting object). Such items must be checked.
- g) By their particular nature (fragile, perishable, valuable or otherwise) the carrier does not, or would not, if discovered, agree to carry; or

- h) Unless otherwise stated herein, dangerous goods, explosives, ammunitions, corrosives and articles, which are easily ignited, including all items, listed in the U.S. D.O.T hazardous materials regulations (49 CFR 100-185); the International Civil Aviation Organization technical instructions for the safe transport of dangerous goods by air and/or the IATA dangerous goods regulations; or
- i) Are prohibited by the applicable laws, regulations or orders of any state to be flown to or from. It is the passenger's sole responsibility to ensure that he/she is in compliance with the laws and regulations of the countries in his/her itinerary.

(2) Valuables

Articles not acceptable in checked baggage or when otherwise placed in the care of the carrier:

Carrier does not accept in checked baggage or when otherwise placed in the care of the carrier, money, jewelry, silverware, negotiable papers, securities, computers, televisions and other electronic equipment, cameras, cellular phones, business documents, samples, painting, antiques, artifacts, manuscripts, irreplaceable books or publications, prescription drugs, or any other valuable or item whose loss may cause serious damage. Unless otherwise specified, a valuable will be deemed any item whose value is \$1,000, or more, per kilogram, or \$1 per gram.

(3) Certain oversize/overweight items

Carrier does not carry as baggage:

Canoes, hang gliders, kayaks, luges, pole vaults, windsurfing equipment, paddleboards, and bobsleighs. Kiteboards are not accepted on Air Canada Express carriers or on Air Canada during embargo periods. Passengers should contact carrier or review its web site for more information on these items.

D. Special Items

(1) General

Passengers should contact carrier or review its web site for more information on these items. Certain items will be carried only under certain restrictions or special packaging conditions. These items include, but not limited to: camping equipment (stoves, fuel tanks, and insect repellents), curling irons, lighters, dry ice, brine, and gel/ice packs, avalanche

rescue equipment, empty scuba tanks, paintball cylinders with no regulator/valve, CO2 cylinders, paint, and gasoline-powered equipment.

(2) Batteries

Carrier will accept batteries in accordance with the following battery acceptance guide, and subject to the conditions contained therein. For identification purposes, the type of battery must be marked on the battery itself or on its packaging, by the manufacturer. Customers must ensure that batteries are packaged in a manner that protects them from short circuit and physical damage. Batteries must be stored away from metal objects, keys, coins. Etc.

BATTERY TYPE	PERMITTED	REQUIREMENTS	RESTRICTIONS
Alkaline Carbon Zinc (Dry cell)	Yes	Special attention for 9 volt batteries (see note 2). Must be protected to prevent short circuit.	Cabin baggage only
Nickel Cadmium (NiCaD), Nickel Meta Hydride (NiMH)	Yes	Special attention for 9 volt batteries (see note 2). Must be protected to prevent short circuit.	Cabin baggage only
Silver Oxide; Zinc Air	Yes	Must be individually protected to prevent short circuit (See note 3).	Cabin baggage only
Lead Acid (non-spillable/gel)	Yes	Battery must be marked "non-spillable" by the manufacturer. Securely packaged (See note 1). The terminals must be protected in such a way to prevent short circuit. (see note 2)	Cabin baggage only. To or from the U.S.A outer container must also be marked "non-spillable".
Lead Acid (spillable)	No	Forbidden	Forbidden

BATTERY TYPE	PERMITTED	REQUIREMENTS	RESTRICTIONS
Lithium * Internal contained in consumer electronic devices.	Yes	No special requirements	Cabin baggage only
Lithium * Internal contained in consumer electronic devices	Yes	Maximum of 2 batteries. Must be individually protected to prevent short circuit (see note 3)	Cabin baggage only
Lithium* ion Internal contained in consumer electronic devices.	Yes	No special requirements	Cabin baggage only
Lithium * Ion external/spare extra batteries for consumer electronic devices	Yes	Must be individually protected to prevent short circuit.	Cabin baggage only

Note 1: protective case required. Examples: nylon bag, plastic container, etc.

Note 2: original retail packaging or individually wrapped in plastic.

Note 3: exceptions exist for mobility aids.

Note 4:* Lithium-battery powered vehicles are excluded, see (f) below.

(3) Firearms and Ammunition

Items of shooting equipment will be accepted only as checked baggage subject to the conditions and charges specified below.

Exception 1: this provision does not apply to officers of the law carrying side arms.

Exception 2: Rifles of armed forces personnel, when retained by the passenger at his seat position, need not be packed in a case.

a) Firearms - Conditions of Acceptance

- i. Only hunting rifles, shotguns, BB guns, paintball guns, biathlon rifles, starter pistols, air pistols and certain handguns are accepted.
- ii. A maximum of 3 firearms per customer may be accepted as checked baggage only.
- iii. Certain firearms are prohibited. Passengers should contact carrier or review its web site for more information on these items.
- iv. Entry permits must be in the possession of the passenger for the country or countries of transit and destination, if any. Non compliance can result in the seizure of the firearm.
- v. Only passengers age 18 and over may carry a firearm.
- vi. Passengers wishing to travel with a firearm in their checked baggage are advised to be at the airport a full 30 minutes before the normal recommended check-in time for their flight.

b) Firearms and ammunition - Packaging

Requirements

There are important and specific procedures that must be followed regarding the packaging of firearms and ammunition. Passengers should contact carrier or review its web site for more information.

c) Ammunition

- i. Only shells and cartridges are accepted and must be carried in checked baggage. Gunpowder and gunpowder pellets are strictly prohibited. Ammunition with explosive or incendiary projectiles will not be accepted.
- ii. Ammunition allowance is limited to 5 kg (11 lbs) per passenger. Allowances for more than one passenger cannot be combined into one or more packages.

d) Charges

- i. Firearms will be included in determining the regular baggage allowance, and each item in excess of the regular baggage allowance will be considered excess baggage, with charges applicable in addition to the fixed handling charge set out below.
- ii. All accepted firearms are subject to a \$50 handling charge (plus applicable taxes) for carriage on Air Canada and Air Canada Rouge flights, as well as on Air Canada Express flights operated by Jazz, Sky Regional, Air Georgian and Exploits Valley Air. The charge applies to one-way flights and for each way of travel on round-trip

and multi-segment flights. A single fixed handling charge is waived for Latitude and Business fare customers for travel within Canada, and between Canada and the U.S.

- iii. These charges are in addition to any charge that the Canadian government and/or any other government may charge for entering the country with a firearm. It is the passenger's sole responsibility to ensure such government-posed charges are paid.
- iv. Each of the following is considered an individual item when packed separately:
 - (a) One rifle case containing no more than two rifles (with or without scope) plus 5 kg (11 lbs) (ammunition packaged separately), one shooting mat, noise suppressors and small rifle tools;
 - (b) Two shotguns and two shotgun cases;
 - (c) One pistol case containing no more than 5 pistols.
- e) Fragile Items
 - i. Fragile items should be carried as carry-on baggage, subject to the baggage allowance for carry-on baggage. Carrier does not agree to carry fragile items as checked baggage, or when otherwise placed in the care of the carrier, unless they are suitably and adequately packaged. If otherwise packaged, carrier may refuse to carry items.
 - ii. Fragile items include, but are not limited to, the following classes and examples:
 - (a) Artistic items
 - (b) Chinaware/ceramics/pottery
 - (c) Electronic and mechanical items (see also precision items)
 - (d) Boxes, sacs, bags, garment bags and suit/dress covers of light, flimsy plastic or vinyl designed for carrying and not for shipping. Includes the contents of such bags or covers.
 - (e) Glass or items made of glass.
 - (f) Musical instruments and equipment
 - (g) Historical or unique documents and photographs
 - (h) Photographic/cinematographic equipment
 - (i) Precision items, experimental or scientific equipment

- (j) Recreational and sporting goods, subject to the conditions set out in this rule
- (k) Any item that is tied, taped, wired, or strapped to the exterior of any piece of checked baggage.

f) Perishables

Carrier does not agree to carry fragile items as checked baggage, or when otherwise placed in the care of the carrier, unless they are suitably and adequately packed. If otherwise packed, carrier may refuse to carry items.

g) Restricted articles

The items listed in the IATA dangerous goods regulations cannot be accepted in carry-on or checked baggage. These items may be accepted as cargo and only in compliance with these regulations.

h) Liquids, Gels and Aerosols:

Liquids, gels and aerosols are accepted in checked baggage, subject to applicable laws, regulations or orders of any state to be flown to or from to under the following conditions:

- i. their total capacity does not exceed 2 liters or 2 kilograms (75 fl. Oz.)
- ii. the net capacity of each single item does not exceed 500 ml or 500 g (18fl. Oz.)
- iii. alcohol beverages may not exceed 70% and alcohol beverages between 24% and 70% may not exceed 5 liters
- iv. release valves on aerosols must be protected by a cap or other suitable means to prevent inadvertent release of the contents.

E. Sporting Equipment

Passengers should contact carrier or review its website for more information on these items. Certain items of sporting equipment are unacceptable for carriage. See above on prohibited and unacceptable items for details.

(1) Packaging Instructions

Most sporting equipment must be carried in a rigid and/or hard shell container specifically designed for shipping, such as, but not limited to: archery equipment,

bicycles, bowling balls, broomball/curling broom, golfing equipment, hockey sticks, racquets, skis, ski poles, snowboards, surfboards, boogie boards, skim boards, speed boards, skateboards, scuba diving equipment, and Skelton sleds. If otherwise packaged, carrier may refuse to carry items. Certain items will be carried upon payment of certain handling charges, and/or under other or additional special packaging conditions.

(2) Excess/Oversize Charges

Unless otherwise stated on carrier's website, if passenger's baggage count (special items plus number of bags to be checked) exceed the maximum number of items allowed by fare type, additional checked baggage charges will apply, in addition to any applicable fixed handling charge, if any. In some cases, certain excess baggage or oversize charges may be waived.

(3) Items Subject to Handling Charges

Bicycles are subject to a \$50 handling charge (plus applicable taxes) for carriage on Air Canada and Air Canada Rouge flights as well as on Air Canada Express flights operated by Jazz, Sky Regional, Air Georgian and Exploits Valley Air. Bicycles must have handlebars fixed sideways and pedals removed. Surfboards (including Paddleboards, wakeboards, kiteboards, waveskis) are subject to a \$50 handling charge (plus applicable taxes) for travel before Nov 14, 2017 or \$100 for travel on/after Nov 14, 2017 for carriage on Air Canada and Air Canada Rouge flights as well as on Air Canada Express flights operated by Jazz, Sky Regional, Air Georgian and Exploits Valley Air. Two handling fees apply for two (2) surfboards packed in the same container. Surfboards are only accepted on a space-available basis. When handling charges apply, the charge applies to one-way flights and for each way of travel on round-trip and multi-segment flights. A single fixed handling charge is waived for Latitude and Business fare customers for travel within Canada, and between Canada and the U.S.

F. Hover boards, electric skateboards, air wheels, mini-segways and balance wheels or any lithium-battery powered vehicle excluding mobility aids. Hover boards, electric skateboards, air wheels, mini-segways and balance wheels or any lithium-battery powered vehicle excluding mobility aids are not permitted in carry-on or checked baggage due to potential safety risks associated with the power of the batteries that power them.

G. Inspection by Carrier

Carrier has the right, but not the obligation, to verify, in the presence of the passenger, the contents of his/her baggage, and in the case of unaccompanied baggage to open and examine such baggage whether or not the passenger is present. The existence or exercise of such right shall not be construed as an agreement, expressed or implied, by carrier to carry such contents as would otherwise be precluded from carriage.

H. Right to Refuse Carriage

Carrier may refuse to carry any baggage which passenger is unwilling to subject to inspection. Carrier may also refuse carriage, or refuse further carriage of any item, if discovered, that, in accordance with this rule, is either prohibited or unacceptable, or permitted under certain conditions (restricted/special items) and for which the conditions of carriage have not been respected.

I. Animals

See [RULE 55 - PETS AND ANIMALS](#).

RULE 61 - INTERLINE BAGGAGE ACCEPTANCE**Definitions**

“Interline Agreement” an agreement between two or more carriers to co-ordinate the transportation of passengers and their baggage from the flight of one air carrier to the flight of another air carrier (through to the next point of stopover).

“Interlining Carrier(s)” includes both the selecting carrier and other carriers who have been identified as providing interline transportation to the passenger by virtue of the passenger's ticket.

“Interline Itinerary” all flights reflected on a single ticket involving multiple air carrier (“interlining carriers”).

“Most Significant Carrier (“MSC”) is determined by a methodology, established by IATA (resolution 302), which establishes, for each portion of a passenger's itinerary where baggage is checked through to a new stopover point, which carrier will be performing the most significant part of the service. For travelers under the resolution 302 system, the baggage rules of the msc will apply. For complex itineraries involving multiple checked baggage points, there may be more than one msc, resulting in the application of differing baggage rules through an itinerary. Most significant carrier (msc) - IATA resolution 302 as conditioned by the agency in this instance, the msc is determined by applying IATA a resolution 302 methodology as conditioned by the agency. The agency's reservation has stipulated that only a single set of baggage rules may apply to any given interline itinerary. The aim of the agency reservation is to allow the selecting carrier to use the msc methodology to determine which carrier's baggage rules apply to an international interline itinerary to or from Canada, while reinforcing the role of tariffs in the determination of which carrier's rules apply.

“Selected Carrier” The carrier whose baggage rules apply to the entire interline itinerary.

“Selecting Carrier” The carrier whose designator code is identified on the first flight segment of the passenger's ticket at the beginning of an interline itinerary issued on a single ticket whose origin or ultimate destination is in Canada.

“Summary Page at the End of an Online Purchase” A page on a carrier's web site which summarizes the details of a ticket purchase transaction just after the passenger has agreed to purchase the ticket from the carrier

A. Baggage Rule Determination by Selecting Carrier

Checked Baggage

- (1) For itineraries beginning and ending in Canada or the U.S., the selecting carrier will decide which baggage rule to apply to the entire itinerary.
 - a) When Air Canada is the selecting carrier, it will select and apply its own baggage rules as set out in [RULE 60 - BAGGAGE](#) to the entire itinerary.
 - b) When Air Canada is not the selecting carrier, the selecting carrier shall:
Select and apply its own baggage rules as set out in its tariff to the entire interline itinerary.
OR
Select the most significant carrier, as determined by IATA resolution 302 and conditioned by the Canadian Transportation Agency, in order for that carrier's baggage rules, as established in its tariff, to apply to the entire interline itinerary.
The carrier identified by means of a) or b) will be known as the selected carrier.
- (2) For all other itineraries, the most significant carrier methodology, as determined by IATA resolution 302, will apply.

Carry-on baggage

Each operating carrier's carry-on baggage allowances will apply to each flight segment in an interline itinerary. However, carry-on baggage charges applicable to the entire interline itinerary, if any, will be those of the selected carrier.

B. Baggage Rule Application by Interlining Carrier

Where Air Canada is not the selected carrier on an interline itinerary but is an interlining carrier that is providing transportation to the passenger based on the ticket issued, Air Canada will accept and apply as its own the baggage rules of the selected Carrier throughout the interline itinerary.

C. Disclosure of Baggage Rules

For baggage rules provisions related to a passenger's 1st and 2nd checked bag and the passenger's carry-on baggage (i.e., the passenger's "standard" baggage allowance), when Air Canada sells and issues a ticket for an interline itinerary, it will disclose to the passenger on any summary page at the end of an online purchase and on the passenger's itinerary/receipt and e-ticket at the time of ticketing the baggage information relevant to the passenger itinerary. The disclosed information will reflect the baggage rules of the selected carrier.

- (1) Air Canada will disclose the following information:
- a) The baggage rules which applies;
 - b) Passenger's free baggage allowance and/or applicable fees
 - c) Size and weight limits of the baggage, if applicable;
 - d) Terms or conditions that would alter or impact a passenger's standard baggage allowances and charges (e.g. frequent flyer status.);
 - e) Existence of any embargoes that may be applicable to the passenger's itinerary, if any; and,
 - f) Application of baggage allowances and charges (i.e. whether they are applied once per direction or if they are applicable at each stopover point).
 - g) Web site disclosure

Air Canada will disclose on its web site, in a convenient and prominent location, a complete and comprehensive summary of all of the carrier's own baggage rules, including information concerning:

- i. The maximum weight and dimensions of passenger bags, if applicable, both checked and unchecked;
- ii. The number of checked and unchecked passenger bags that can be transported and the applicable charges;
- iii. Excess and oversized baggage charges;
- iv. Charges related to check in, collection and delivery of checked baggage;
- v. Acceptance and charges related to special items, e.g. surf boards, pets, bicycles, etc.;
- vi. Baggage provisions related to prohibited or unacceptable items, including embargoes, if any;
- vii. Terms or conditions that would alter or impact the baggage allowances and charges applicable to passengers (e.g. frequent flyer status.); and
- viii. Other rules governing treatment of baggage at stopover points, including passengers subject to special baggage allowances or charges, etc.

RULE 65 - ADMINISTRATIVE FORMALITIES**A. Compliance With Regulations**

The passenger shall comply with all laws, regulations, orders, demands, or travel requirements of countries to be flown from, into, or over, and with all rules, regulations, and instructions of carrier. Carrier shall not be liable for any aid or information given by any agent or employee of carrier to any passenger in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements, or instructions, whether given orally, in writing, or otherwise, or for the consequences to any passenger resulting from his failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements, or instructions.

B. Passports and Visas

- (1) Each passenger desiring transportation across any international boundary will be responsible for obtaining all necessary travel documents and for complying with all government travel requirements.

The passenger must present all exit, entry and other documents required by the laws, and unless applicable laws provide otherwise, shall indemnify the carrier for any loss, damage, or expense suffered or incurred by such carrier by reason of such passenger's failure to do so. Carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision. Carrier reserves the right to refuse carriage to any passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents are not complete. No carrier shall be liable for any aid or information given by any agent or employee of such carrier to any passenger in connection with obtaining such documents or complying with such laws, whether given orally in writing or otherwise. In addition, carrier reserves the right to hold, photocopy or otherwise image reproduce a travel document presented by any passenger and accepted as a condition of boarding.

- (2) Subject to applicable laws and regulations, the passenger agrees to pay the applicable fare whenever carrier, on government order, is required to return a passenger to his point of origin or elsewhere due to the passenger's inadmissibility into or deportation from a country, whether of transit or of destination. The fare applicable will be the fare that would have been applicable had the original ticket designated the revised destination on the new ticket. Any difference between the fare so applicable and the fare paid by the passenger will be collected from or refunded to the passenger as the case may be. Carrier

may apply to the payment of such fares any funds paid by the passenger to carrier for unused carriage, or any funds of the passenger in the possession of carrier. The fare collected for carriage to the point of refusal or deportation will not be refunded by the carrier, unless the law of such country requires that such fare be refunded.

C. Customs Inspection

If required, the passenger must attend inspection of his baggage, checked or unchecked, by customs or other government officials. Carrier accepts no responsibility toward the passenger if the latter fails to observe this condition. If damage is caused to carrier because of the passenger's failure to observe this condition, the passenger shall indemnify carrier therefor. Carrier shall not be liable to the passenger for any aid, assistance, data, or other information provided to customs or other government agencies involved in border controls of any country pertaining to passenger or passenger's travel.

D. Government Regulation

No liability shall attach to carrier if carrier in good faith determines that what it understands to be applicable law, government regulation, demand, order or requirement, requires that it refuse and it does refuse to carry a passenger.

RULE 70 - CHECK-IN AND BOARDING TIME LIMITS**A. Check-in****(1) Recommended**

The passenger is recommended to check-in at least 120 minutes (exception for Casablanca and Tel-Aviv: 180 minutes and for domestic flights: 90 minutes) prior to scheduled departure time of the flight on which he/she holds a reservation in order to permit completion of government formalities and departure procedures.

(2) Time Limit

For international flights, passengers must check-in, with his/her baggage, if any, at least 60 minutes for domestic flights other than Toronto city center, 45 minutes, and for domestic flights from Toronto city center, 20 minutes, prior to scheduled departure time.

(3) Passenger must check in via self-service device, or through an Air Canada agent at the check-in counter within the aforementioned check-in times. Passengers checking baggage must check-in and drop off baggage within the above check-in times.**B. Boarding**

The passenger must be available for boarding at the boarding gate at least 15 minutes (exception for Tel-Aviv 60 minutes and Casablanca 30 minutes, for domestic flights and flights to/from the U.S.: 15 minutes) prior to scheduled departure time of the flight on which he/she holds a reservation.

C. If passenger fails to meet any of these requirements, the carrier may reassign pre-reserved seat and/or cancel the reservation of such passenger(s) who arrives past the aforementioned time limits. Carrier is not liable to the passenger for loss or expense due to failure by a passenger to comply this rule. Carrier's liability shall be limited to providing a general refund, per [RULE 100 - REFUNDS](#).

RULE 75 - REFUSAL TO TRANSPORT**A. Refusal to Transport - Removal of Passenger**

Carrier will refuse to transport, or will remove any passenger at any point for any of the following reasons:

(1) Government Request or Regulations

Whenever such action is necessary to comply with any government regulations, or at the direction of a government official, or to comply with any government request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control (including but without limitation: acts of god, force of majeure, strikes, civil commotions, embargoes, wars, hostilities or disturbances) actual, threatened or reported.

(2) Search of Passenger or Property

When the passenger refuses to permit search of his person or property for explosives or a concealed, deadly or dangerous weapon or article.

(3) Proof of Identity or False Identity

When the passenger refuses on request to produce government-issued identification and show his/her entire face or when the name on the identification does not match the name on the ticket.

Note: Carrier is obligated, to screen each passenger by looking at the passenger, and in particular his or her entire face to determine if he or she appears to be 18 years of age or older, and if so, carrier is obligated to compare the passenger; and in particular his or her entire face, one government-issued photo identification that shows the passenger's name, date of birth and gender or two pieces of positive government-issued identification at least one of which shows his or her name, date of birth and gender.

(4) Immigration, Administrative, or Other Requirements

When the passenger is to travel across any international boundary, if:

- a)** The travel documents of such passenger is not in order;
- b)** For any reason, such passenger embarkation from, transit through, or entry into any country from, through, or to which such passenger desires transportation would be unlawful;

- c) Passenger fails to comply with the requirements of [RULE 65 - ADMINISTRATIVE FORMALITIES - PASSPORTS, VISAS AND TOURIST CARDS](#).
 - d) Such passenger fails or refuses to comply with this rules and regulations of the carrier, including check-in or boarding time-limits.
- (5) Passenger's Condition

Subject to exception mentioned below, carrier shall refuse to transport a passenger under the following circumstances:

- a) when the passenger's mental or physical condition is such as to render him/her incapable of caring for himself/herself without assistance or medical treatment en route unless:
 - i. He/she is accompanied by a ticketed attendant who will be responsible for caring for him en route, and
 - ii. With the care of such attendant he/she will not require unreasonable attention of assistance from carrier personnel.
 - iii. He/she complies with requirements of [RULE 40 - PASSENGERS WITH DISABILITY](#), where applicable.

Note: (For transportation to/from Canada) carrier will accept the determination of a person with disability as to self-reliance (see [RULE 40 - PASSENGERS WITH DISABILITY](#)).

- b) When the passenger has obvious contagious disease; or
- c) When the passenger has an offensive odor (for example, such as from a draining wound).
- d) When the carrier determines, in good faith and using its reasonable discretion, that a passenger's medical or physical condition involves an unusual hazard or risk to themselves or to other persons (including, in the case of expectant mothers, unborn children) or property, the carrier can require the passenger to provide a medical certificate that then must be accepted and cleared by the carrier's medical officer as a condition of the passenger's acceptance for subsequent travel.

The carrier may refuse transportation to the person posing such hazard or risk. Carrier may refuse to transport a passenger who failed to obtain medical clearance in accordance with this tariff, including with this rule, [RULE 40 - PASSENGERS WITH DISABILITY](#) or [RULE 45 - OXYGEN SERVICE AND PERSONAL OXYGEN CONCENTRATORS](#).

Exception: for flights to/from the U.S. carrier shall only refuse transportation to passengers for safety reasons, including disability-related safety reasons, in accordance with the requirements of 14 CFR part 382.

B. Passenger's Conduct - Refusal to Transport Prohibited Conduct & Sanctions

(1) Prohibited Conduct

Without limiting the generality of the foregoing, the following constitutes prohibited conduct where it may be necessary, in the reasonable discretion of the carrier, to take action to ensure the physical comfort or safety of the person, other passengers (in the future and present) and/or the carrier employees; the safety of the aircraft; the unhindered performance of the crew members in their duty aboard the aircraft; or the safe and adequate flight operations:

- a) The person, in the reasonable judgement of a responsible carrier employee, is under the influence of intoxicating liquors or drugs (except a medical patient under proper care);
- b) The person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent, or otherwise disorderly and in reasonable judgement of a responsible, carrier employee there is a possibility that such passenger would cause disruption or serious impairment to the physical comfort or safety of other passengers or carrier's employees, interfere with crew member in the performance of his/her duties aboard carrier's aircraft, or otherwise jeopardize safe and adequate flight operations;
- c) The person's conduct involves any unusual hazard or risk to self or to other persons (including, in cases of pregnant passengers, unborn children) or to property;
- d) The person fails to observe the instructions of carrier and its employees, including instructions to cease prohibited conduct;
- e) The person is unable/unwilling to sit in the seat with the seatbelt fastened;
- f) The person smokes or attempts to smoke or chew or spit tobacco, or uses or attempts to use an electronic cigarette ("vaping") in the aircraft;
- g) The person uses or continues to use a cellular telephone, a laptop computer or an electronic device on board the aircraft after being advised to cease such use by a member of the crew;

- h) While onboard the aircraft, the person is filming, photographing, or recording the image by any other electronic means of other passengers and/or crew without the express consent of the person(s) being filmed, photographed or recorded, or continues to film, photograph or record the image of other passengers and/or crew after being advised to cease such conduct by a member of the crew;
- i) The person is barefoot or otherwise inappropriate dressed;
- j) The person is wearing or has on or about their person concealed or unconcealed deadly or dangerous weapons;
- k) The person is manacled and in custody of law enforcement personnel;
- l) The person has resisted or may reasonably be believed to be capable of resisting escorts.

(2) Sanctions:

Where, in the exercise of its reasonable discretion, the carrier decides that the passenger has engaged in prohibited conduct described above, the carrier may impose any combination of the following sanctions:

- a) Removal of the passenger at any point;
- b) Probation

The carrier may stipulate that the passenger is to follow certain probationary conditions, such as do not engage in prohibited conduct, in order for the carrier to provide transport to said passenger. Such probationary conditions may be imposed for any length of time, which, in the exercise of the carrier's reasonable discretion, is necessary to ensure the passenger's continued compliance in continued avoidance of prohibited conduct, and

- c) Refuse to transport the passenger

The length of such refusals to transport may range from a one-time to an indefinite up to lifetime ban. The length of the refusal period will be in the carrier's reasonable discretion, and will be for a period commensurate with the nature of the prohibited conduct and until the carrier is satisfied that the passenger no longer constitutes a threat to the safety of other passengers, crew or the aircraft or to the comfort of the other passengers or crew; the unhindered performance of the crew members in their duty aboard the aircraft; or the safe and adequate flight operations. The following conduct will automatically result in an indefinite ban, up to lifetime ban:

- i. The person continues to interfere with the performance of a crew member's duties notwithstanding verbal warnings by the crew to stop such behavior;
- ii. The person injures or subjects to a credible threat of injury a crew member or other passenger;
- iii. The person has a conduct that requires an unscheduled landing and/or the use of restraints such as ties or handcuffs;
- iv. The person repeats a prohibited conduct after receiving a notice of probation as mentioned in (b) above;

These remedies are without prejudice to carrier's other rights and recourses, namely to seek recovery of any damage resulting from prohibited conduct or as otherwise provided in the carrier's tariff, including the recourses provided in the Aeroplan member's guide or the filing of criminal or statutory charges.

In order to apply any ban, the Carrier will be required to communicate its decision to ban a passenger (and/or any decision to lift an existing ban), including said banned passenger's personal information, to any other airline with whom the Carrier has a code-share agreement.

(3) Recourse of the Passenger/Limitation of Liability

Carrier's liability in case of refusal to carry a passenger for a specific flight or removal of a passenger en route for any reason specified in the foregoing paragraphs or in [RULE 40 - PASSENGERS WITH DISABILITY](#) or [RULE 75 - REFUSAL TO TRANSPORT](#) shall be limited to the recovery of the refund value of the unused portion of passenger's ticket from the carrier so refusing or removing, if any and subject to applicable fare rule, as provided in the general refund section of [RULE 100 - REFUNDS](#).

A person who is refused carriage for an indefinite period of time, up to a lifetime ban, or to whom a probation notice is served may provide to the carrier, in writing, the reasons why he/she no longer poses a threat to the safety or comfort of passengers or crew, or to the safety of the aircraft. Such document may be sent to the address provided in the refusal to carry notice or the notice of probation. Carrier will respond to the passenger within a reasonable period of time providing carrier's assessment as to the need or not to prolong the ban or to maintain the probation period.

RULE 80 - SCHEDULE IRREGULARITIES**A. General****(1) Schedules not guaranteed.**

Times and aircraft type shown in timetables or elsewhere are approximate and not guaranteed, and form no part of the contract of carriage. Schedules are subject to change without notice. No employee, agent or representative of carrier is authorized to bind carrier by any statements or representation as to the dates or times of departure or arrival, or of the operation of any flight. It is always recommended that the passenger ascertain the flight's status and departure time either by registering for updates on their electronic device, via the carrier's web site or by referring to airport terminal displays.

(2) Carrier not responsible

Carrier assumes no responsibility for passenger making connections not included as part of the itinerary set out in the ticket. Carrier is not responsible for changes, errors or omissions either in timetables or other representations of schedules. The carrier will not guarantee and will not be held liable for cancellations or changes to flight times that appear on passengers' tickets due to force majeure, including labor disruptions or strikes. However, a passenger may invoke the provisions of the convention regarding liability in the case of delay.

(3) Best efforts

Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch, but no particular time is fixed for the commencement or completion of carriage. Subject thereto carrier may, without notice, substitute alternate carriers or aircraft and may alter the route, add stopovers or omit the stopping places shown on the face of the ticket in case of necessity.

B. Operating carrier to arrange alternate transportation

The carrier operating that flight that is experiencing the schedule irregularity will make the alternative transportation arrangements for the passenger and will apply its own tarmac delay contingency plan in the event of a tarmac delay.

C. Schedule irregularity

- (1) Definition
“**Schedule irregularity**” means any of the following:
- a) Delay in scheduled departure or arrival of a carrier's flight
 - b) Flight cancellation, omission of a scheduled stop, or any other delay or interruption in the scheduled operation of a carrier's flight, or
 - c) Substitution of equipment or of a different class of service, or
 - d) Schedule changes which require rerouting of passenger at departure time of the original flight.
- (2) In the case of a schedule irregularity, the carrier shall implement the provisions of this rule, unless applicable local law provides otherwise. In particular, for flights departing from the following countries, Air Canada will apply the provisions of the following legislations: European Union and Switzerland: EC regulation NO. 261/2004; Israel: aviation services law (compensation and assistance for flight cancellation or change of conditions), 5772-2012. Turkey: regulations on air passenger rights (shy-passenger)
- (3) Given that passengers have a right to information on flight times and schedule changes, Air Canada will make reasonable efforts to inform passengers of delays, cancellations and scheduled changes and to the extent possible, the reason for the delay or change.
- (4) In the event of a scheduled irregularity, carrier will either:

Note: additional services are provided to on my way customers, as detailed below:

- a) Carry the passenger on another of its passenger aircraft or class of service on which space is available without additional charge regardless of the class of service; or, at carrier's option;
- b) Endorse to another air carrier with which Air Canada has an agreement for such transportation, the unused portion of the ticket for purposes of rerouting; or at carrier's option;
- c) Reroute the passenger to the destination named on the ticket or applicable portion thereof by its own or other transportation services; and if the fare for the revised routing or class of service is higher than the refund value of the ticket or applicable portion thereof as determined from [RULE 100 - REFUNDS](#), carrier will require no additional payment from the passenger but will refund the difference if it is lower or,

- d) If the passenger chooses to no longer travel or if carrier is unable to perform the option stated in (a) (b) or (c) above within a reasonable amount time, make involuntary refund in accordance with [RULE 100 - REFUNDS](#) (an exception to the applicability of a refund occurs where the passenger was notified of the schedule irregularity prior to the day of departure and the schedule irregularity is of 60 minutes or less) or,
 - e) Upon request, for cancellations within Air Canada's control, return passenger to point of origin and refund in accordance with [RULE 100 - REFUNDS](#) as if no portion of the trip had been made (irrespective of applicable fare rules), or subject to passenger's agreement, offer a travel voucher for future travel in the same amount; or, upon passenger request.
 - f) For cancellations within Air Canada's control, if passenger provides credible verbal assurance to Air Canada of certain circumstances that require his/her arrival at destination earlier than options set out in subparagraph (a) above, or, for on my way customers, for cancellations within or outside carrier's control, Air Canada will, if it is reasonable to do so, taking all circumstances known to it into account, and subject to availability, buy passenger a seat on another carrier whose flight is schedule to arrive appreciably earlier than the options proposed in (a) above. Nothing in the above shall limit or reduce the passenger's right, if any, to claim damages, if any, under the applicable convention, or under the law when neither convention applies.
- (5) Except as otherwise provided in applicable local law, in addition to the provisions of this rule, in case of scheduled irregularity within its control (and outside its control, for on my way customers) Air Canada will offer:
- a) For a schedule irregularity lasting longer than 4 hours, a meal voucher for use, where available, at an airport restaurant or our on board cafe, of an amount dependent on the time of day.
 - b) For a schedule irregularity lasting overnight or over 8 hours, hotel accommodation subject to availability and ground transportation between the airport and the hotel. This service is only available for out of town passengers.
 - c) If passengers are already on the aircraft when a delay occurs, Air Canada will offer drinks and snacks no later than two (2) hours after the aircraft leaves the gate (in the case of departure) or touches down (in the case of arrival and diversions) if the aircraft remains on the tarmac, unless the pilot-in-command

determines that safety or security considerations preclude such service. Air Canada will not permit an aircraft to remain on the tarmac at a Canadian or US airport for more than four (4) hours. Prior to reaching four (4) hours, Air Canada will return the aircraft to the gate or another suitable disembarkation point, where passengers will be given an opportunity to deplane. Delays longer than four hours may be necessary if:

The pilot-in-command determines there is a safety-related or security-related reason why the aircraft cannot leave its position on the tarmac to deplane passengers; or

Air Traffic Control advises the pilot-in-command that returning to the gate or another disembarkation point elsewhere in order to deplane passengers would significantly disrupt airport operations.

D. Free baggage allowance

An involuntarily rerouted passenger shall be entitled to retain the free baggage allowance applicable for the type of service originally paid for. This provision shall apply even though the passenger may be transferred from one fare brand to another.

E. On My Way service

In addition to the services set out herein, Air Canada will provide additional services to customers who purchase the on my way service.

- (1) The on my way service may be purchased on Air Canada's website for flights operated by Air Canada, Air Canada Rouge and Air Canada express within Canada and between Canada and the continental U.S.A., Hawaii and Alaska booked more than 96 hours prior to travel.
- (2) The applicable fee is \$25 for short-haul (up to 1609 km/1000 miles) or \$35 for long haul flights (1610 km/1001 miles or more) per direction, subject to applicable taxes. Fee is non-refundable.
- (3) The additional services provided to on my way customers are, in the case of any schedule irregularity:

- a) Exclusive toll free access to the on my way desk, available 24/7, and staffed with specialized Air Canada agents available to provide assistance;
 - b) Automatic flight notification, by e-mail and SMS (when a mobile phone number has been provided), commencing four (4) hours prior to the schedule departure time providing gate and connecting flight information;
 - c) Where no flight is available for re-booking and where the trip can be completed through ground transportation, passenger will be provided, at his or her option with a car rental (with a provider selected by Air Canada), within a maximum of 200 kilometers from location of passenger, or provide passenger compensation as follows:
 - i. A parking allowance (up to a maximum of \$40) where passenger has incurred parking expenses; or, alternatively,
 - ii. A taxi allowance (up to a maximum of \$100), where passenger has incurred taxi expenses. Passenger may receive compensation for only one form of the compensation indicated above. Passenger may be requested to provide receipts for parking or taxi expenses incurred.
- (4) Should passenger, prior to or following a flight delay or cancellation, elect to cancel his or her flight, then passenger shall not be entitled to any of the additional on my way services.
- (5) Air Canada is not responsible for the acts or omissions of third party service providers offering air transportation, hotels, car rental or other services as described in this rule for passengers purchasing On My Way. All such services are subject to, and passenger must meet, the terms, conditions and other requirements imposed by these third-party suppliers (e.g., qualifications for car rental). Air Canada is not liable for failure by passenger to meet these terms, conditions and requirements. The liability of such service providers may, in turn, be limited by their tariffs, conditions of carriage as well as international conventions and arrangements. Conditions of carriage apply to flights bound to and from passenger's destination, some of which limit or exclude liability.

RULE 85 - VOLUNTARY CHANGES AND REROUTING

- A.** When change can be made at the passenger's request and subject to payment of any fee set out in applicable fare rule, carrier will effect a change in the routing (other than the point of origin), destination carrier(s), class of service, flight coupon(s), travel dates, or will cancel a reservation provided that such carrier issued the ticket.
- B.** Method of effecting change the change requested by the passenger shall be effected by:
- (1) Endorsement or coupon control of such unused ticket or flight coupon(s) or,
 - (2) Reticketing of the passenger.
- C.** Applicable fare
- (1) The fare, fees, charges and surcharges applicable as a result of any such change in routing, destination, or carrier shall be the new fare, taxes, fees, charges and surcharges available at the time the change is made, plus applicable change fee or penalty, per applicable fare rule provided that:
 - a)** Additional passage at the through fare shall not be permitted unless request has been made prior to arrival at the destination named on the original ticket and
 - b)** After the carriage has commenced, a one way ticket shall not be converted into a round trip or circle trip ticket at the round trip or circle trip discount for any portion already flown; and
 - c)** After carriage has commenced a round trip ticket can be converted into a circle trip ticket, or vice versa provided that request is made prior to the passenger's arrival at the destination named on the original ticket or miscellaneous charges order.
 - (2) Any difference between the fare, taxes, fees, charges and surcharges applicable under subparagraph (a) above, and the fare, taxes, fees, charges and surcharges paid by the passenger will be collected from the passenger by the carrier accomplishing the rerouting, who will also refund any amount per refund [RULE 100 - REFUNDS](#).
- D.** Expiration date

The expiration date of any new ticket issued will be the same as the expiration date of the old ticket.

- E. Time limits on cancellations and charges for late cancellations will be applicable to revised routings requested by passenger.

RULE 90 - DENIED BOARDING

- A.** When Air Canada is unable to provide previously confirmed space due to there being more passengers holding confirmed reservations and tickets than for which there are available seats on a flight, Air Canada shall implement the provisions of this rule, except for employee and industry discounted travel, unless applicable local law provides otherwise. In particular, for flights departing from the following countries, Air Canada will apply the provisions of the following legislations: United States: U.S. 14 CFR part 250; European Union, Iceland and Switzerland: EC regulation no. 261/2004; Andean community countries: Decision 619; Argentina: Administrative order PRE-CJU-002-05 (18 November 2004); Israel: Aviation Services Law (compensation and assistance for flight cancellation or change of conditions), 5772-2012; Turkey: Regulations on air passenger rights (shy-passenger); Chile: Law No. 20.831; Mexico: Civil Aviation Law and Federal Customer Protection Law.
- B.** Request for Volunteers
- (1) Air Canada will request volunteers from among the confirmed passengers to relinquish their seats in exchange for compensation, the amount and form of which will be at Air Canada's discretion.
 - (2) Once a passenger has voluntarily relinquished his seat, he will not later be involuntarily denied boarding unless he was advised at the time he volunteered of such possibility and the amount of compensation to which he would be entitled.
 - (3) The request for volunteers and the selection of passengers to be denied boarding shall be in a manner solely determined by Air Canada.
- C.** Boarding priorities
- (1) If a flight is overbooked, no passenger may be involuntarily denied boarding until Air Canada has first requested volunteers to relinquish their seats.
 - (2) In the event there are not enough volunteers, other passengers may be involuntarily denied boarding in accordance with Air Canada boarding priority policy. Passengers with confirmed reservations, will be permitted to board in the following order until all available seats are occupied:
 - a) Disabled passengers, unaccompanied children and youth under 18 years of age (having disclosed their age in the reservation) and others for whom, in Air Canada's assessment, failure to carry would cause severe hardship;

- b) Passengers paying Business (J Cabin) or Premium Economy (O Cabin);
 - c) All other passengers, based on itinerary, fare paid status of loyalty program membership and the time in which the passenger presents herself for check in without advance seat assignment;
- (3) The Carrier will not require customers seated on the aircraft to give up their seat involuntarily unless safety or security is at risk.
- D.** Transportation for passengers denied boarding when a passenger has been denied boarding, either voluntarily or involuntarily.
- (1) A passenger will be considered to have been denied boarding when:
- a) The passenger presented himself for carriage in accordance with this tariff: having complied fully with Air Canada applicable reservation, ticketing, immigration formalities, check-in and boarding within the time limits and at the location set out in [RULE 70 - CHECK-IN AND BOARDING TIME LIMITS](#); and,
 - b) It must not have been possible to accommodate the passenger on the flight on which he held confirmed reservations and the flight must have departed without him.
- (2) In such instances, the Carrier will:
- a) Carry the passenger on another of its passenger aircraft or class of service on which space is available without additional charge regardless of the class of service; or, at carrier's option;
 - b) Endorse to another air carrier with which Air Canada has an agreement for such transportation, the unused portion of the ticket for purposes of rerouting; or at carrier's option;
 - c) reroute the passenger to the destination named on the ticket or applicable portion thereof by its own or other transportation services; and if the fare for the revised routing or class of service is higher than the refund value of the ticket or applicable portion thereof as determined from [RULE 100 - REFUNDS](#) (D), carrier will require no additional payment from the passenger but will refund the difference if it is lower; or,
 - d) If the passenger chooses to no longer travel or if carrier is unable to perform the option stated in (a) thru (c) above within a reasonable amount of time, make involuntary refund in accordance with [RULE 100 - REFUNDS](#) (D), or upon request,

for denied boardings within Air Canada's control, return passenger to point of origin and refund in accordance with [RULE 100 - REFUNDS](#) (D), as if no portion of the trip had been made (irrespective of applicable fare rules), or subject to passenger's agreement, offer a travel voucher for future travel in the same amount; or upon passenger's request,

- e) For denied boardings within Air Canada's control, if passenger provides credible verbal assurance to Air Canada of certain circumstances that require his/her arrival at destination earlier than options set out in subparagraph (a) thru (c) above, Air Canada will, if it is reasonable to do so, taking all circumstances known to it into account and subject to availability, buy passenger seat on another carrier whose flight is scheduled to arrive appreciably earlier than the options proposed in (a) thru (c) above.

E. Compensation for involuntary denied boarding

In addition to providing transportation in accordance with [RULE 90 - DENIED BOARDING](#) (D) (2), a passenger who has been denied boarding involuntarily will be compensated by Air Canada as follows:

(1) Conditions for payment

- a) The passenger must be considered to have been denied boarding in accordance with [RULE 90 - DENIED BOARDING](#) (D)(1) above.
- b) The passenger will not be eligible for compensation:
 - i. If he is offered accommodation or is seated in a compartment of the aircraft other than that specified on his ticket at no extra charge to him. (should he be seated in a compartment for which a lower fare applies, he shall be entitled to the appropriate refund); or
 - ii. If he has been refused transportation in accordance with [RULE 75 - REFUSAL TO TRANSPORT](#); or
 - iii. When the flight on which he holds a confirmed and ticketed reservation is cancelled or space has been requisitioned by the government; or
 - iv. If, for operational and safety reasons beyond carrier's control, his aircraft been substituted with one having lesser capacity and carrier is able to demonstrate that

all reasonable measures were taken to avoid substitution or it was impossible to take such measures.

- v. No denied boarding compensation will be provided to the attendant of a passenger with a disability pursuant to [RULE 40 - PASSENGERS WITH DISABILITY](#).
- vi. On a flight operated with an aircraft having 60 or fewer seats, passenger is denied boarding due to safety-related weight/balance restrictions that limit payload.

(2) Amount of compensation

Subject to the provisions of [RULE 90 - DENIED BOARDING](#) (E)(1), Air Canada will tender liquidated damages in the amounts and forms of payment as follows, per itinerary:

For flights from Canada to destinations in North America (U.S./Mexico/Caribbean/Bermuda):

DELAY AT ARRIVAL AT POINT OF DESTINATION CAUSED BY INVOLUNTARY DENIED BOARDING	CASH
0 to 2 hours	\$200 CAD
2 hours to 6 hours	\$400 CAD
Over 6 hours	\$800 CAD

For flights from Canada to all other destinations and for flights from Costa Rica to Canada:

DELAY AT ARRIVAL AT POINT OF DESTINATION CAUSED BY INVOLUNTARY DENIED BOARDING	CASH
0 to 4 hours	\$400 CAD
Over 4 hours	\$800 CAD

For flights from international destinations (excluding Costa Rica) to Canada, unless local legislation applies:

DELAY AT ARRIVAL AT POINT OF DESTINATION CAUSED BY INVOLUNTARY DENIED BOARDING	CASH	CREDIT VOUCHER
0 to 4 hours	\$200 CAD	\$400 CAD
Over 4 hours	\$400 CAD	\$800 CAD

(3) Form of payment

Where applicable, passengers will be offered compensation in the form of cash or, if accepted, a credit voucher valid for the purchase of transportation issued in the name of the passenger. This voucher is valid for 1 year from issuance, is non-transferable, non-convertible into money and valid for travel on Air Canada-operated flights only.

(4) Time of offer of compensation

- a) Compensation will be offered to the passenger on the day and at the place where the denied boarding occurs unless circumstances prevent the offer to be made or where alternate transportation departs before the offer can be made in which case it shall be made by mail or other means after the time the failure to accommodate has occurred.
- b) Payment of the compensation will be received by the passenger as soon as practicable by mail or other means after the denied boarding has occurred.

RULE 95 - GROUND TRANSFER SERVICE

Carrier does not usually maintain, operate or provide ground transfer service between airports or between airports and city centers. Where ground transfer service is offered by carrier, it is agreed that any such service is performed by independent operators who are not, and shall not be deemed to be, agents or servants of carrier. In cases where carrier maintains and operates for its passengers ground transfer services, the terms, conditions, provisions, rules and regulations of carrier, including (but without limitation) those stated or referred to in their tickets, baggage checks and baggage valuation agreements shall be deemed applicable to such local services. No portion of the fare shall be refundable, whether such ground transfer services are not used or whether they are used in replacement of a flight or flight segment (for example, due to a schedule irregularity).

RULE 100 - REFUNDS**A. General**

Refund by carrier: for unused ticket or portion thereof, or miscellaneous charges order, refund will be made in accordance with this rule.

- (1) For non-refundable tickets, the unused value may be used toward the purchase of another ticket within a year from date of issue if ticket is fully unused or from first departure date for partially used ticket, subject to any fee or penalty contained in applicable fare rules and subject to customer cancelling the booking prior to departure.
- (2) For paper tickets, persons requesting refund must surrender to carrier all unused flight coupon(s) of the ticket, or miscellaneous charges order.
- (3) Carrier shall make all or any individual refunds upon written request, through its general accounting offices of regional sales or accounting offices, through Air Canada's call centers, at certain airports, or on its transactional websites.
- (4) Time limitations for refund requests:

Application for refund should be made during the period of validity of the ticket or miscellaneous charges order, which is one year from the date of issue. However, the period of validity may be extended subject to payment of applicable fee. For non-refundable tickets exchange for a ticket for travel commencing within 3 months of the end of the period of validity, applicable fee is \$50. For refundable tickets, and refundable fees, taxes or charges, an over-aged fee of \$100 will be applied to refunds issued after a year from the date of issue. For miscellaneous charges order, an over-aged fee of \$25 will be applied to refunds issued after a year from the date of issue. No refund will be issued after 2 years from original ticket date of issue. All fees are subject to applicable taxes.

B. Currency

All refunds will be subject to government laws, rules, regulations; or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made. Refunds will be made subject to the following provisions.

- (1) For purchases made in certain currencies or in certain countries, refunds of tickets, or deposit receipts shall be made only in the currency used for such purchase, or only in the country where such purchases was made.

- (2) Refunds of tickets or deposit receipts purchased in currency other than Canadian dollars will be made, using the same rate of exchange as was applied in computing the original cost of the ticket.

C. Person to Whom Refund Is Made

Except as provided below, Air Canada will refund in accordance with this rule only to the person named as the passenger on the ticket in the original form of payment used to make the booking.

Exception 1: Tickets issued in exchange for Prepaid Ticket Advice (PTA) and/or miscellaneous charge order (MCO) will be refundable only to the purchaser of the PTA and/or MCO.

Exception 2: Tickets issued against a credit card honored by Air Canada will be refunded only to the account of the person to whom such credit card was issued.

D. Carrier-Caused Refunds

- (1) For the purpose of this paragraph, the term "Carrier-Caused Refund" (sometimes referred to as "Involuntary Refund") shall mean any refund for reasons within the carrier's control made in the event the passenger is prevented from using the provided for in his/her ticket. For example, because delay or cancellation of flight within carrier's control, inability to provide previously confirmed space (denied boarding), substitution of a different type of equipment or to a lower class of service by carrier (downgrade) other than upon passenger's request, missed connections due to schedule irregularity within carrier's control, or omission of a scheduled stop due to a situation within carrier's control.
- (2) Amount of Carrier-Caused Refunds

The amount of involuntary refunds will be as follows, unless otherwise provided elsewhere in this tariff and subject to applicable law:

- a) When no portion of the trip has been made, or when due to a schedule irregularity within carrier's control, and passenger chooses to no longer travel and return to point of origin, a full refund will be issued.
- b) When a portion of the trip has been made, the amount of refund of the unused portion will be prorated based on mileage.

- c) When a schedule irregularity within carrier's control results in the passenger being seated in a lower class of service than that purchased, carrier will refund 50% of the value of the higher class fare applicable to that flight, including applicable taxes.

E. General Refunds

- (1) The term "General Refund" (sometimes referred to as "Voluntary Refund") for the purposes of this paragraph, shall mean any refund of a ticket or portion thereof other than carrier-caused refund as defined above, which includes but not limited to circumstances that are not within the airline's control, such as situations described in [RULE 70 - CHECK-IN AND BOARDING TIME LIMITS](#), [RULE 75 - REFUSAL TO TRANSPORT](#), passenger chooses to no longer travel, and schedule irregularities outside carrier's control.

- (2) Amount of general refund

The amount of general refunds will be as follows:

- a) When ticket is fully unused, the amount of refund will be the fare, fees, charges and surcharges paid less any applicable cancellation/change fee or penalty set out in the applicable fare rules.
- b) When any ticket coupons have been used, the amount of the refund will be:

The difference, if any, between the fare, taxes, fees, charges and surcharges paid and the fare, taxes, fees, charges and surcharges applicable for transportation used, less any applicable cancellations/change fee or penalty, as set out in the applicable fare .

Note: the most restrictive cancellations/change fee applies.

F. Unused portions of lost paper tickets

For unused or unused portions of the lost paper tickets or miscellaneous changes orders, a refund will be issued upon written request, subject to a service fee of \$100 for lost tickets and \$25 for lost miscellaneous charge order, plus any applicable fee due to time limitation of refund request. No lost ticket fee will be charge if carrier is responsible for loss.

G. Jury duty/military duty

In the event a passenger is called to military duty, jury duty or subpoenaed, a full refund will apply upon presentation of jury summons, subpoena or military order to duty. (No other documents will be accepted.)

H. Refund in case of death

The following provisions apply to non-refundable ticket with cancellation fees when transportation is cancelled due to death of a passenger, of a member passenger's immediate family or of a travelling companion. **"Immediate family members"** see definition in [RULE 1 - DEFINITIONS](#):

- (1) The following conditions must be met in order for these provisions to apply:
 - a) The death occurs after the purchase of the ticket within 90 days prior to commencement of travel.
 - b) After commencement of travel, or
 - c) When the purchase of travel was to visit the deceased immediate family member.
- (2) Prior to commencement of travel: full refund of the fare, taxes, fee charges and surcharges will be made.
- (3) After commencement of travel: the refund of any unused portion will be the difference, if any, between the fare, taxes, fees, charges and surcharges paid and the fare, taxes, fees, charges and surcharges applicable for transportation used. No cancellation/change fee or penalty will be assessed. If a change or cancellation has already been made and the fee applied, cancellation/change fee will be refunded upon request.
- (4) In the event of death of the passenger, refundable and non-refundable tickets will be refunded to such passenger's estate or to the original form of payment.
- (5) Documentation providing proof of death must be submitted with 90 days of the return date stated on the ticket for a refund.
- (6) Refund will only be made upon presentation of:
 - a) A letter or email with details, including the relationship to the deceased family member and, where applicable, confirmation that the purpose of travel was to visit the deceased immediate family member
 - b) The electronic ticket number; and
 - c) Proper documentation providing proof of the death of the immediate family member or of the passenger, such as a copy of the death certificate, funeral director's statement, or acknowledgement of registration issued by a governmental authority is required. Documents or copies thereof must be issued

and executed by the duly authorized authority in the country in which the death occurred, i.e. those designated by the laws of the country concerned.

RULE 105 - LIABILITY OF CARRIERS**A. Successive carriers**

Carriage to be performed under one ticket or under a ticket and any conjunction ticket issued in connection therewith by several successive carriers is regarded as a single operation.

B. Laws and provisions applicable

- (1) The carrier agrees in accordance with article 22(1) of the convention for the unification of certain rules relating to international transportation by air signed at Warsaw, October 12, 1929 or, where applicable, that convention as amended by the protocol signed at the Hague on September 28, 1955 (the "convention") that, as to all international carriage or transportation hereunder as defined in the convention:
 - a) The carrier shall not invoke the limitation of liability in article 22(1) of the convention as to any claim for recoverable damages arising under article 17 the convention.
 - b) The carrier shall not avail itself of any defense under article 20(1) of the convention with respect to that portion of such claim which does not exceed 113,100 special drawing rights ("SDR").
 - c) Except as otherwise provided herein, the carrier reserves all defenses available under the convention to any such claim. With respect to third parties, the carrier reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.
- (2) Where the Warsaw Convention system applies, it is understood that carrier's name may be abbreviated in the ticket, the full name and its abbreviation being set forth in carrier's tariffs, and carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name in the ticket, and for the purpose the convention the agreed stopping places (which may be altered by carrier in case of necessity) are those places, except the place of departure and the place of destination set forth in the ticket and any conjunction ticket issued therewith, or shown in carrier's timetable as scheduled stopping places on the passenger's route.
- (3) All carriage hereunder and other services performed by each carrier are subject to:
 - a) Applicable laws (including national laws implementing the convention or extending the rules of the convention to carriage which is not "international

carriage" as defined in the convention), government regulations, orders, and requirements;

- b) Provisions set forth in the passenger's ticket;
- c) This tariff, general conditions of carriage and applicable fare rules;

(4)

- a) Normal carrier limit of liability will be waived for substantiated claims involving loss damage or delay in delivery to mobility aids such as wheelchairs, walkers, crutches, scooters and other mobility aid. When such items have been accepted into the care of the carrier as checked baggage or otherwise.

Note: The liability of carrier for substantiated claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise, is to be based on the cost of the repair or replacement value of the mobility aid.

- b) In case of damaged or delayed wheelchairs, walkers, crutches, scooters and other mobility aids if a damaged aid can be repaired, carrier will arrange, at its expense, for the prompt and adequate repair of the aid and for its return to the passenger as soon as possible. A temporary will be obtained without undue delay while the passenger's mobility aid is being repaired or returned.

- (5) For the purpose of international carriage governed by the Montreal convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

C. Limitation of liability

- (1) Where the Montreal Convention applies, the limits of liability are as follows:

- a) There are no financial limits in respect of death or bodily injury.
- b) In respect of destruction, loss of, or damage or delay to baggage, 1,131 special drawing rights (approximately EUR 1,357; U.S. \$1,663) per passenger in most cases.
- c) For damage occasioned by delay to your journey, 4,694 special drawing rights (approximately EUR 5,655; U.S. \$6,786) per passenger in most cases.

- (2) Where the Warsaw Convention system applies, the following limits of liability may apply:
- a) 16,600 special drawing rights (approximately EUR 20,000; U.S. \$20,000) in respect of death or bodily injury if the Hague protocol to the convention applies, or 8,300 special drawing rights (approximately EUR 10,000; U.S. \$10,000 if only the Warsaw Convention applies U.S. regulations require that, for journeys to, from or with an agreed stopping place in the U.S., the limit may not be less than U.S. \$75,000.
 - b) 17 special drawing rights (approximately EUR 20; U.S. \$20) per kg for loss of or damage or delay to checked baggage and 332 special drawing rights (approximately EUR 400; U.S. \$400) for unchecked baggage.
 - c) The carrier may also be liable for damage occasioned by delay.
- (3) Where neither the Montreal Convention nor the Warsaw Convention system applies the liability limit for loss or delay of, or damage to baggage is \$1,500 per passenger.
- (4) Except as provided herein, or in other applicable law:
- a) Carrier is not liable for any death, injury, delay, loss, or other damage of whatsoever nature (hereinafter in this tariff collectively referred to as "damage") to passengers or unchecked baggage arising out of or in connection with carriage or other services performed by carrier incidental thereto, unless such damage is caused by the negligence of carrier.
 - b) Carrier is not liable for any damage directly and solely arising out of its compliance with any laws, government regulations, orders, or requirements or from failure of passenger to comply with same.
- (5) The aforementioned limits of liability apply unless a higher value is declared in advance and additional charges are paid as set out below. In that event the liability of the carrier shall be limited to such higher declared value. In no case shall the carrier's liability exceed the actual loss suffered by the passenger.
- (6) Where the Warsaw Convention system applies, when the number of pieces and weight of checked baggage is not endorsed on the passenger ticket, the carrier's liability in the event of loss, damage or the delay in delivery of checked baggage shall be limited to the carrier's free baggage allowance per passenger for each affected piece of baggage times \$20 USD per kg. (\$640 USD per bag). This limitation on liability shall not apply if (1) the passenger has paid the excess baggage fee for each additional bag in excess of the free

allowance, in which event the maximum weight allowance shall apply for each additional affected piece, or, (2) the passenger has declared and purchased valuation in excess of the maximum monetary allowance by weight. All claims are subject to proof of the amount of loss claimed, the exclusions from liability as contained in this rule, and the applicable time limitations for claims in no case shall the carrier's liability exceed the actual loss suffered by the passenger.

- (7) Under no circumstances will the carrier be liable for the loss, delay or damage to unchecked baggage or cabin baggage not attributed to the negligence the carrier. Assistance rendered to the passenger by the carrier's employees in loading, unloading or trans-shipping of unchecked or cabin baggage shall be considered as a gratuitous service to the passenger.
- (8) Where the Warsaw Convention system applies in the event of delivery to the passengers of part but not all of his checked baggage, or in the event of damage to part but not all of such baggage, the liability of the carrier with respect to the or damaged portion shall be based on weight of the undelivered or damaged portion, notwithstanding the value of any part of the baggage or contents thereof.
- (9) Carrier is not liable for damage to a passenger's baggage caused by property contained in the passenger's baggage. Any passenger whose property caused damage to another passenger's baggage or to the property of carrier shall indemnify carrier for all losses and expenses incurred by carrier as a result thereof.
- (10) Carrier shall not be liable for the destruction, loss, damage, or delay in delivery of any property which is not acceptable for transportation in accordance with [RULE 60 - BAGGAGE](#) or for any other loss or damage of whatever nature resulting from any such loss or damage or from the transportation of such property, including damage or delay to perishable items or loss or delay of unsuitably or inadequately packed items, to the extent that the destruction, loss or damage resulted from the inherent defect, quality or vice of the baggage, or, in case of delay, that the carrier, its agents, and servants took all measures that could reasonably be required to avoid the damage or that it was impossible to take such measures. This exclusion is applicable whether the non acceptable property is included in the passenger's checked baggage with or without knowledge of the carrier.

- (11)
- a) Liability of carrier for damages shall be limited to occurrences on its own line except in the case of checked baggage as to which the passenger also has a right of action against the first or last carrier.
 - b) A carrier issuing a ticket or checking baggage for carriage over the lines of another carrier does so only as agent.
- (12) Carrier shall not be liable for non-compensatory, punitive, exemplary damages or for any damages with no sufficient causal link, arising from or connected in any way with any act or omission by the Carrier, its employees or agents, whether or not such act or omission was negligent and whether or not the Carrier had knowledge that such damages might be incurred.
- (13) Any exclusion or limitation of liability of carrier under this tariff or the ticket shall apply to agents, servants, or representatives of the carrier acting within the scope of their employment and also to any person whose aircraft is used by the carrier and its agents, servants or representatives acting within the scope of their employment.
- (14) All claims are subject to proof of amount of loss. Carrier may disallow any claim for loss or damage which contains misrepresentations with respect to the nature or amount of such loss or damage, carrier may also disallow claims when the passenger fails to provide proof of loss in the form of receipts of purchase unless other sufficient proof of loss is provided.
- (15) The acceptance for transportation by the carrier of a passenger whose status, age or mental or physical condition is such as to involve any unusual hazard or risk to himself, or in the case of a pregnant passenger, to any unborn child (whether or not the carrier has knowledge of such status, age or mental or physical condition) shall be only upon the condition
- a) that the carrier shall not be liable for any loss or damage arising out of an injury, illness or disability (or any aggravation or consequence thereof, including) sustained by the passenger, if such loss or damage would not have been sustained but for such status, age, or mental or physical condition; and further
 - b) that, in the case of a pregnant passenger, the carrier shall not be liable for loss or damage arising out of any injury, illness or disability (or any aggravation or consequence thereof, including death) sustained by an unborn child.

D. Declaration of higher value

- (1) A passenger may, when checking in for a flight and presenting property for transportation, pay an additional charge for each carrier on which the is to be transported and declare a value higher than the maximum amounts specified in (a) above and up to the maximum of .50 per carrier and an additional amount of liability of 100.00 or fraction thereof. In which event, carrier's liability shall not exceed such higher declared value.
- (2) Limits on declared higher values the declared value for personal property, including baggage, shall not exceed the limits of \$2,500.

Note: the amount specified above will be in Canadian currency when the baggage is presented to a carrier at a point in Canada and in U.S. Currency when the baggage is presented to a carrier at a point in the united states.

E. Time limitations on claims and actions

- (1) No action shall lie in the case of loss of or any delay in the delivery of baggage unless the person entitled to delivery notifies the carrier forthwith after the discovery of the delay or loss and complains at the latest within 21 days from the date on which the baggage has been placed at his disposal (in the case of delay), or should have been placed at his disposal (in the case of loss). In the case of damage, complaint must be to carrier forthwith after discovery of the damage and at the latest within 7 days from of baggage. Every complaint must be made in writing and dispatched within the time aforesaid.
- (2) Any right to damages against carrier shall be extinguished unless an action is brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
- (3) Receipt by the person entitled to deliverance of checked baggage without complaint is prima facie evidence that the same has been delivered in good condition.

F. Claims Made Pursuant to Regulation (EC) No 261/2004

- (1) Passengers must submit claims made pursuant to Regulation (EC) No 261/2004 directly to the Carrier and allow the Carrier 30 days or such time as prescribed by applicable law (whichever is the shorter time period) to respond directly to them before engaging third parties to claim on their behalf.

- (2) The Carrier will not process claims submitted by a third party if the passenger concerned has not submitted the claim directly to the Carrier and allowed the Carrier time to respond, in accordance with the above.
- (3) In the event that a passenger does not have the capacity to submit a claim personally, the legal guardian of said passenger may submit a claim to the Carrier on the passenger's behalf. The Carrier may request evidence that the legal guardian has authority to submit a claim on the passenger's behalf.
- (4) A passenger may submit a claim to the Carrier on behalf of other passengers on the same booking. The Carrier may request evidence that the passenger has the consent of other passengers on the booking to submit a claim on their behalf.
- (5) The Carrier will not process claims submitted by a third party unless the claim is accompanied by appropriate documentation duly evidencing the authority of the third party to act on behalf of the passenger.
- (6) Passengers are not prohibited by this clause from consulting legal or other third party advisers before submitting their claim directly to the Carrier.
- (7) Any payment or refund will be made by cheque, email transfer or bank transfer directly to the passenger, at the choice of the Carrier. The Carrier may request evidence that the bank account is held by the passenger concerned.

G. Modification and waiver

No agent, servant, or representative of carrier has authority to alter, modify, or waive any provisions of the contract of carriage of this tariff.

H. Severability

Should any provision in this tariff or in the ticket be determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, all other provisions shall nevertheless remain valid, binding and effective.

RULE 110 - BEREAVEMENT

- A.** For travel due to a death or an imminent death of an immediate family member, Air Canada will provide reduced bereavement fares, subject to availability. Exception: For Transborder travel due to death or an imminent death of an immediate family member, Air Canada will waive advance purchase on the lowest standing fares filed, subject to availability. The following conditions will apply.
- (1) Valid on flights operated by Air Canada, Air Canada express and Air Canada Rouge.
 - (2) Tickets must be sold directly by Air Canada prior to travel, pursuant to the conditions stated in this rule.
 - (3) Not available for travel in Business Class and for certain fare brands in economy class.
 - (4) Fares may be sold for one-way (to and/or from) or roundtrip travel from point of origin to the closest point where Air Canada files to the funeral, memorial services, or imminent death (as defined below) of immediate family member.
 - (5) Travel must commence within 7 days of reservation.
 - (6) Changes and cancellations are as per the applicable fares rules.
- B.** **“Immediate family”** members see definition in [RULE 1 - DEFINITIONS](#).
- C.** Memorial service defined as: any religious custom/service of family mourning such as Shiva visitation.
- D.** Imminent death is defined as follows:
- (1) Hospitalization or admission to a hospice or other facility when recommended by a doctor and preceded by a hospital stay.
 - (2) All indications are life threatening including:
 - a) Patients in intensive care
 - b) Heart attack
 - c) Final stages of cancer (travel more than once permitted)
 - d) Serious accidents

- E.** Bereavement information requirements the following information or documentation must be provided prior to ticketing
- (1) Name of dying or deceased immediate family member;
 - (2) Relationship of dying/deceased to passenger; and
 - a)** In case of death
 - i. Memorial/funeral home name
 - ii. Address
 - iii. Phone
 - iv. Date of service
 - b)** In the case of imminent death
 - i. Attending physician's name
 - ii. Address
 - iii. Phone
 - iv. Location of dying immediate family member (i.e. Hospital)
 - (3) Or customers can provide the following documents:
 - a)** A copy of the death certificate, funeral director's statement, coroner's statement, or acknowledgments of registration issued by a provincial government from destination.
 - b)** In case of imminent death, a letter from the treating physician on official letterhead that clearly defines the situation as one of imminent death of the immediate family member. No prescription pads.

RULE 115 - INTERNATIONAL CARRIER SURCHARGE

See other document

RULE 500 - AIR CANADA SHARED DESIGNATOR

The Carriers identified below operate Air Canada Express flights using the AC designator with the consent of AC:

CARRIER	FLIGHT SERIES
AIR GEORGIAN	7200 - 7349
SKY REGIONAL AIRLINE INC. EXPLOITS VALLEY	7350 - 7614
AIR SERVICES LTD	7615 - 7649
JAZZ AVIATION LP DOING BUSINESS AS: AIR CANADA JAZZ	7650 - 8999