

Airline Tariff Publishing Company, Agent
INTERNATIONAL PASSENGER RULES AND FARES TARIFF
NO. AC-2

7th Revised Page AC-20-B
Cancels 6th Revised Page AC-20-B

RULE	AIR CANADA SECTION I - GENERAL RULES
100	<p>REFUNDS</p> <p>(A) GENERAL REFUND BY CARRIER: For an unused ticket or portion thereof, or miscellaneous charges order, refund will be made in accordance with this rule.</p> <p>†[C](1) For non-refundable tickets, the unused value may be used toward the purchase of another ticket within a year from date of issue †[Clif 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.</p> <p>(2) For paper tickets, Persons requesting refund must surrender to carrier all unused flight coupon(s) of the ticket, or miscellaneous charges order.</p> <p>(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 centres, at certain airports, or on its transactional websites.</p> <p>(4) Time Limitation 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.</p> <p>(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 purchase 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.</p> <p>(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. EXCEPTION 1: Tickets issued in exchange for a 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 AC will be refunded only to the account of the person to whom such credit card was issued.</p> <p>(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 Carriage provided for in his/her ticket for example, because delay or cancellation of flight within carrier's control, inability of 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 a 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.</p>

(Continued on next page)

For unexplained abbreviations, reference marks and symbols see IPGT-1, C.A.B. NO. 581, NTA(A) NO. 373.

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INTERNATIONAL PASSENGER RULES AND FARES TARIFF
 NO. AC-2

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 Cancels 11th Revised Page AC-20-C

RULE	AIR CANADA SECTION I - GENERAL RULES
100	<p>REFUNDS (Continued)</p> <p>(D) CARRIER - CAUSED REFUNDS (Continued)</p> <p>(2) Amount of Carrier-Caused Refunds (Continued)</p> <p>(b) When a portion of the trip has been made, the amount of refund of the unused portion will be prorated based on mileage.</p> <p>(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.</p> <p>(E) GENERAL REFUNDS</p> <p>(1) The term "General Refund" (sometimes referred to as "Voluntary Refund") for the purpose of this paragraph, shall mean any refund of a ticket or portion thereof other than Carrier-Caused refund as defined above, which includes but is 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.</p> <p>(2) Amount of General Refund</p> <p>The amount of general refunds will be as follows:</p> <p>(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.</p> <p>(b) when any ticket coupons have been used, the amount of 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 cancellation/change fee or penalty, as set out in the applicable fare rules. Note: The most restrictive cancellation/change fee applies.</p> <p>(F) UNUSED PORTIONS OF LOST PAPER TICKETS</p> <p>For unused or unused portions of 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.</p> <p>(G) JURY DUTY/MILITARY DUTY</p> <p>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.)</p>

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For unexplained abbreviations, reference marks and symbols see IPGT-1, C.A.B. NO. 581, NTA(A) NO. 373.

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 INTERNATIONAL PASSENGER RULES AND FARES TARIFF
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RULE

AIR CANADA
 SECTION I - GENERAL RULES

100 REFUND (Continued)

(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.

†[C] Immediate family members see definition in Rule 1:

- (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.

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(Except
as Noted)

RULE **AIR CANADA**
SECTION I - GENERAL RULES

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) LAW 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 compensatory damages arising under Article 17 of 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 of 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;

[C](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.

[C] [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.

[C](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 replacement 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.

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Airline Tariff Publishing Company, Agent
INTERNATIONAL PASSENGER RULES AND FARES TARIFF
NO. AC-2

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Cancels 3rd Revised Page AC-21

RULE	AIR CANADA SECTION I - GENERAL RULES
105	<p><u>LIABILITY OF CARRIERS</u> (Continued)</p> <p>(C) <u>LIMITATION OF LIABILITY</u></p> <p>(1) Where the Montreal Convention applies, the limits of liability are as follows:</p> <p>(a) There are no financial limits in respect of death or bodily injury.</p> <p>(b) In respect of destruction, loss of, or damage or delay to baggage, 1,131 Special Drawing Rights (approximately EUR 1,357; US \$1,663) per passenger in most cases.</p> <p>(c) For damage occasioned by delay to your journey, 4,694 Special Drawing Rights (approximately EUR 5,655; US \$6,786) per passenger in most cases.</p> <p>(2) Where the Warsaw Convention system applies, the following limits of liability may apply:</p> <p>(a) 16,600 Special Drawing Rights (approximately EUR 20,000; US \$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; US \$10,000) if only the Warsaw Convention applies US regulations require that, for journeys to, from or with an agreed stopping place in the US, the limit may not be less than US \$75,000.</p> <p>(b) 17 Special Drawing Rights (approximately EUR 20; US \$20) per kg for loss of or damage or delay to checked baggage and 332 Special Drawing Rights (approximately EUR 400; US \$400) for unchecked baggage.</p> <p>(c) The carrier may also be liable for damage occasioned by delay.</p> <p>(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 CAD per passenger.</p> <p>(4) Except as provided herein, or in other applicable law:</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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 USD 20.00 per kg. (USD 640.00 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.</p> <p>(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 of the carrier. Assistance rendered to the passenger by the carrier's employees in loading, unloading or transshipping of unchecked or cabin baggage shall be considered as a gratuitous service to the passenger.</p> <p>(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 undelivered 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.</p> <p>(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.</p> <p>(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 [C]60 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.</p>

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 INTERNATIONAL PASSENGER RULES AND FARES TARIFF
 NO. AC-2

4th Revised Page AC-22
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RULE

AIR CANADA
 SECTION I - GENERAL RULES

C105

(C) LIABILITY OF CARRIERS (Continued)(C) LIMITATION OF LIABILITY (Continued)

- (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 or unforeseeable, special, punitive or exemplary damages 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.
- (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 death) 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 property 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 2,500.00 USD and 2,500.00 CAD.
 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 made to carrier forthwith after discovery of the damage and at the latest within 7 days from receipt 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) 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.

(G) 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.

For unexplained abbreviations, reference marks and symbols see IPGT-1, C.A.B. NO. 581, NTA(A) NO. 373.

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