

# AIR CHOICE ONE



## **Contract of Carriage**

Effective September 2019

**Air Choice One**

Air Choice One reserves the right to update this Contract of Carriage at any time.

---

**Table of Contents**

<b>1 CONTRACT OF CARRIAGE .....</b>	<b>14</b>
<b>2 DEFINITIONS .....</b>	<b>14</b>
<b>3 APPLICABILITY .....</b>	<b>22</b>
3.1 GENERAL .....	22
3.2 AIRLINE PARTNERS .....	23
3.3 AIR CHOICE ONE <sup>SM</sup> AND OTHER TRADE NAMES .....	23
3.4 APPLICABLE LAWS.....	23
3.5 INTERNATIONAL CARRIAGE .....	24
3.6 LIMITATIONS IN LIABILITY/DAMAGES .....	24
3.7 MODIFICATION OF TERMS.....	24
3.8 MONETARY AMOUNTS.....	24
3.9 SEVERABILITY/WAIVER.....	25
3.10 HEADINGS AND TITLES .....	25
<b>4 CUSTOMER RELATIONS .....</b>	<b>25</b>
<b>5 BAGGAGE AND CLAIMS.....</b>	<b>26</b>
5.1 GENERAL .....	26
<b>6 BAGGAGE ALLOWANCE .....</b>	<b>27</b>
6.1.1 <i>Standard Bag Allowance</i> .....	27
6.1.2 <i>Free of Charge Items</i> .....	28
6.1.3 <i>Child and Infant Baggage Allowance</i> .....	28
6.1.4 <i>Excess Baggage</i> .....	28
6.1.5 <i>Overweight/Oversized Bags</i> .....	29
6.1.5.1 <i>For Transport in the Cessna 208:</i> .....	29

## Contract of Carriage

6.1.5.2 For Transport in the Beechcraft 1900:.....	29
6.1.5.3 Unusually-Shaped Objects for All Aircraft .....	30
6.1.6 <i>Special Items Carried in Lieu of Standard Bag Allowance Checked Bag.</i> .....	30
6.1.6.1 Acceptance.....	30
6.1.6.2 Bag Fee .....	31
6.1.6.3 Air Choice One is not liable:.....	31
6.1.7 <i>Boxes and Commercial Containers</i> .....	31
6.1.8 <i>Embargoes</i> .....	31
6.1.9 <i>Cabin Seat Baggage</i> .....	31
6.1.10 <i>Allowance Summary Chart</i> .....	31
6.2 BAGGAGE FEES, EXEMPTIONS, AND ALLOWANCE APPLICABILITY .....	34
6.2.1 <i>US DOT Rules for Applicable Carrier Fees.</i> .....	34
6.2.2 <i>Codeshare Itineraries</i> .....	34
6.2.3 <i>Connecting Travel on Separate Tickets</i> .....	35
6.2.4 <i>Baggage Fee Summary Chart</i> .....	35
6.2.5 <i>Exemptions from Baggage Fees for Partner Frequent Flyer Members</i> .....	37
6.2.6 <i>Exemptions from Baggage Fees on 3E Marketed Flights</i> .....	37
6.3 CONDITIONS OF CHECKED BAGGAGE AND BAGGAGE PROCEDURES .....	37
6.3.1 <i>Must Present Valid Ticket for Transportation</i> .....	37
6.3.2 <i>Must Observe Check-In Times</i> .....	37
6.3.3 <i>Through-Checked Bag Exclusions</i> .....	38
6.3.4 <i>Identification and Items of High Personal Value</i> .....	38
6.3.5 <i>Carriage on Air Choice One<sup>SM</sup> Flights and Connections</i> .....	39
6.3.6 <i>Claiming Baggage</i> .....	40
6.4 LIMITS OF LIABILITY FOR BAGGAGE INCLUDING FRAGILE OR PERISHABLE GOODS.....	40
6.4.1 <i>General</i> .....	40
6.4.2 <i>Checked and Unchecked Baggage</i> .....	40

---

Contract of Carriage

---

6.4.2.1 For Domestic Carriage .....	40
6.4.2.2 For International Carriage (including domestic portions of international journeys) covered by the Montreal Convention .....	41
6.4.2.3 For International Carriage (including domestic portions of international journeys) covered by the Warsaw Convention.....	41
6.4.3 Fragile, valuable, perishable and other items not suitable for transport.....	42
6.4.4 Limited Release Tags.....	43
6.4.5 Normal Wear and Tear .....	43
6.4.6 Unclaimed Bags.....	43
6.4.7 Other Carriers or Services.....	43
6.5 CLAIMS RESTRICTIONS, INCLUDING TIME REQUIREMENTS FOR REPORTING OR FILING CLAIMS.	44
6.5.1 General .....	44
6.5.2 Domestic Carriage Limitations and Claims Restrictions.....	45
6.5.3 International Carriage Limitations and Claims Restrictions .....	45
6.6 DELAYED BAG DELIVERY AND INTERIM EXPENSES.....	46
6.6.1 General .....	46
6.6.2 Delivery of Delayed Bag.....	46
6.6.3 Interim Expenses.....	47
6.7 RESTRICTED ARTICLES .....	48
6.7.1 General .....	48
6.7.2 Hazardous Materials – Generally.....	49
6.7.3 Personal Electronic Devices ("PEDs").....	50
6.7.3.1 General.....	50
6.7.3.2 PEDs .....	50
6.7.3.3 Approved PEDs for Use Onboard At All Times, with No Restrictions .....	51
6.7.3.4 Prohibited PEDs Not Approved for Use at ANY Time Onboard .....	51
6.7.4 Electronic Cigarettes (E-cigarettes) .....	51

## Contract of Carriage

6.7.5 Batteries (Lithium/Non-Lithium) .....	52
6.7.6 Spare Batteries (Lithium/Non-Lithium). ....	53
6.7.7 Smart Bags.....	54
6.7.8 Dry Ice.....	54
6.7.9 Wet Ice .....	54
6.7.10 Liquor.....	54
6.7.11 Firearms and Ammunition .....	55
6.7.12 Smoking .....	56
6.7.13 Summary Chart .....	56
6.8 WHEELCHAIRS AND OTHER ASSISTANCE-RELATED DEVICES.....	57
6.8.1 Wheelchairs and Other Mobility Assistive Devices.....	57
6.8.1.1 General.....	57
6.8.1.2 Aircraft-based Limitations.....	57
6.8.2 Strollers and Wagons .....	58
6.8.3 Infant- or Child-Safety Seats (also known as "CRS" or "CARES"). ....	58
6.8.3.1 General.....	58
6.8.3.2 Aircraft-based Limitations.....	59
6.8.3.3 Customer with Special Needs.....	59
6.8.3.4 Wearable Defibrillator Life Vests.....	59
6.9 PETS .....	60
6.9.1 General .....	60
6.9.2 Accepted In-Cabin Pets.....	60
6.9.3 Advance Reservations and Conditions of Carriage .....	60
6.9.4 Must be Accompanied by Passenger .....	60
6.9.5 Limitations with Connecting Flights .....	60
6.9.6 Approved Kennels and Carriage .....	61
6.9.6.1 Kennel Requirement .....	61

6.9.7 Embargoes and Limitations .....	61
6.9.8 Health and General Condition .....	61
6.9.9 Compliance with Applicable Laws .....	62
6.9.10 Service Animals .....	62
6.10 RESTRICTIONS DUE TO FEDERAL LAW: MARIJUANA .....	63
<b>7 ACCEPTANCE OF CUSTOMERS .....</b>	<b>63</b>
7.1 REFUSAL TO TRANSPORT .....	63
7.1.1 Government Request, Regulations or Security Directives .....	63
7.1.2 Safety .....	63
7.1.3 Breach of Contract of Carriage.....	66
7.1.4 Force Majeure and Other Unforeseeable Conditions .....	66
7.1.5 Proof of Identity .....	66
7.1.5.1 All Passengers .....	66
7.1.5.2 Passengers Eighteen (18) and over .....	67
7.1.6 Failure to Pay .....	67
7.1.7 Across International Boundaries .....	67
7.1.8 Search of Passenger or Property .....	67
7.2 DISABLED INDIVIDUALS AND PASSENGERS REQUIRING ASSISTANCE .....	68
7.2.1 General .....	68
7.2.2 Guidance for Customers .....	69
7.2.2.1 Assistance from Air Choice One <sup>SM</sup> .....	69
7.2.2.2 Guidance for Boarding .....	70
7.2.3 Qualified Individuals with a Disability and Safety Assistants .....	70
7.2.3.1 Safety Assistants.....	70
7.2.3.2 Essential Safety Assistants Required .....	71
7.2.4 Advance Reservations and Check-In.....	72

7.3 OXYGEN .....	72
7.3.1 Use On Board Not Permitted.....	72
7.3.2 Transport on Board Requirements and Exclusions .....	72
7.3.2.1 Portable Oxygen Concentrators (POCs) .....	72
7.3.2.2 Personal oxygen cylinders and canned oxygen .....	73
7.3.2.3 Continuous Positive Airway Pressure (CPAP) machines .....	73
7.3.2.4 Nebulizers .....	74
7.3.3 Additional Baggage Allowance .....	74
7.3.4 Connecting Customers.....	74
7.4 MEDICAL TRANSPORT .....	74
7.5 SERVICE ANIMALS .....	74
7.5.1 General .....	74
7.5.2 Advance Reservations .....	75
7.5.3 Limitations and Exclusions .....	75
7.5.3.1 Size and Weight.....	75
7.5.3.2 Safety-based Limitations and Exclusions .....	76
7.5.3.3 Compliance with Laws.....	76
7.5.4 Harnesses and Carriage Generally.....	76
7.5.5 Identification and Other Requirements for Acceptance .....	77
7.5.6 Responsibility of the Passenger/Handler.....	78
7.6 CUSTOMER RESOLUTION AND AIR CARRIER ACCESS ACT .....	78
7.7 UNACCOMPANIED MINORS ("UM") .....	79
7.7.1 General .....	79
7.7.2 Age and Requirements .....	79
7.7.3 Service Charge and Fares .....	80
7.7.4 Connecting Itineraries .....	80
7.7.5 Positive Identification for Custody .....	80

7.7.6 Refusal to Transport.....	80
7.7.7 Flight Cancellations and Diversions .....	81
7.7.8 Air Choice One <sup>SM</sup> Assumes No Additional Responsibility.....	81
7.8 YOUNG TRAVELERS .....	81
7.8.1 General .....	81
7.8.2 Connecting Itineraries .....	82
7.8.3 When Accompanying Minors .....	82
7.9 INFANTS .....	82
7.10 TRAVELING WHILE PREGNANT.....	83
7.11 CUSTOMERS OF SIZE REQUIRING ADDITIONAL SPACE ON BOARD THE AIRCRAFT .....	83
7.12 TRAVELING WITH PRISONERS .....	84
7.12.1 General.....	84
<b>8 CANCELLATION OF RESERVATIONS.....</b>	<b>85</b>
8.1 LIABILITY LIMITATIONS.....	85
8.2 AIRPORT CHECK-IN, SHOW TIMES, AND RE-CHECK REQUIREMENTS .....	85
8.2.1 General .....	85
8.2.2 Re-Check Requirement when Connecting to Air Choice One <sup>SM</sup> .....	85
8.2.3 Boarding Times .....	86
8.2.4 Failure to Check-In, Re-Check, or be ready to Board as Recommended .....	86
8.2.5 Guideline Chart.....	87
8.3 FAILURE TO USE EACH FLIGHT SEGMENT .....	87
8.4 NO SHOW CUSTOMERS.....	88
8.5 TICKET TIME LIMITS .....	88
8.6 REFUSAL TO TRANSPORT .....	88
8.7 RECORD OF CANCELLATION .....	88
8.8 WEATHER, FORCE MAJEURE, GOVERNMENTAL REGULATIONS.....	89



## Contract of Carriage

8.9 FAILURE TO COMPLY .....	89
8.10 FICTITIOUS AND DUPLICATE BOOKINGS.....	89
8.11 PROHIBITED PRACTICES RELATING TO TICKETS.....	89
8.11.1 "Hidden Cities Ticketing" or "Points Beyond Ticketing" .....	90
8.11.2 "Throwaway Ticketing" .....	90
8.11.3 "Back to Back Ticketing" .....	90
8.12 OVERBOOKING .....	90
<b>9 FARES.....</b>	<b>91</b>
9.1 GENERAL .....	91
9.2 LOWEST AVAILABLE FARE .....	91
9.3 INSTANT PURCHASE WITH REFUND WITHIN 24 HOURS OF PURCHASE .....	92
9.4 CANCELLATION POLICIES.....	92
9.4.1 General .....	92
9.4.2 24 Hours' Notice .....	93
9.5 CONSUMER DISCLOSURES .....	93
9.6 WAIVER OF RESTRICTIONS OR RULES.....	94
9.7 SURCHARGES .....	94
9.8 PARTNER AIRLINE FARES.....	94
<b>10 TICKETS AND SEAT ASSIGNMENTS.....</b>	<b>94</b>
10.1 GENERAL .....	94
10.2 UNUSED TICKETS.....	95
10.3 ADVANCED SEAT REQUESTS AND EMERGENCY EXIT ROWS .....	95
10.4 NONTRANSFERABLE .....	95
10.5 TICKETING FEES.....	96
<b>11 TRAVEL DOCUMENTS.....</b>	<b>96</b>

<b>12 REFUNDS AND LOST TICKETS .....</b>	<b>96</b>
12.1 GENERAL .....	96
12.2 LOST TICKETS .....	97
12.3 REQUESTING A REFUND ON TICKETS ISSUED BY AIR CHOICE ONE <sup>SM</sup> .....	97
12.4 TICKETS NOT ISSUED BY AIR CHOICE ONE <sup>SM</sup> .....	97
12.5 NON-REFUNDABLE & REFUNDABLE TICKETS .....	98
<i>12.5.1 Non-Refundable tickets: .....</i>	<i>98</i>
1 General Rule: .....	98
2 Application of Value Towards Future Purchase: .....	98
3 Value Forfeited for Failure to Honor Cancellation or No-Show Policies: .....	98
4 Extenuating Circumstances: .....	99
<i>12.5.2 Refundable tickets: .....</i>	<i>99</i>
1 General Rule: .....	99
2 Value Forfeited for Failure to Honor Cancellation or No-Show Policies: .....	99
3 Extenuating Circumstances: .....	100
12.6 VOLUNTARY REFUNDS .....	100
<i>12.6.1 Unused Ticket .....</i>	<i>100</i>
<i>12.6.2 Partially-used Tickets .....</i>	<i>100</i>
12.7 INVOLUNTARY REFUNDS .....	101
<i>12.7.1 Limitations and Requirements .....</i>	<i>101</i>
<b>13 INTERLINE, CODESHARE AND CONNECTING ITINERARIES .....</b>	<b>101</b>
13.1 GENERAL .....	101
13.2 APPLICABLE TERMS FOR CODESHARE FLIGHTS .....	102
13.3 MINIMUM CONNECTING TIMES .....	103
13.4 BUILDING YOUR OWN CONNECTIONS .....	104



## Contract of Carriage

### 14 SERVICES TO MITIGATE INCONVENIENCES RESULTING FROM FLIGHT

#### **DELAYS, SCHEDULE CHANGES, RE-ROUTINGS, AND DIVERSIONS ..... 104**

14.1 GENERAL .....	104
14.2 APPLICABILITY .....	105
14.2.1 Flights originating in the United States .....	105
14.2.2 Flights not originating in the United States .....	105
14.2.3 Schedules are subject to Change .....	105
14.3 COMMUNICATION WITH OUR CUSTOMERS .....	105
14.4 SCHEDULE CHANGE .....	106
14.4.1 Air Choice One <sup>SM</sup> Flight .....	106
14.4.2 Substitute Carrier Flight .....	107
14.4.3 Refund .....	107
14.4.4 Connections .....	107
14.5 SCHEDULE IRREGULARITY .....	107
14.5.1 Air Choice One <sup>SM</sup> Flight .....	108
14.5.2 Substitute Carrier Flight .....	108
14.5.3 Alternative Ground or Sea Transport .....	108
14.5.4 Refund .....	108
14.5.5 Connections .....	108
14.5.6 Amenities .....	109
14.6 FORCE MAJEURE EVENTS: .....	109
14.7 DIVERSIONS .....	110
14.7.1 General .....	110
14.7.2 Cancellations in Diversion City .....	110
14.7.3 Alternative Ground or Sea Transport .....	111
14.7.4 Amenities .....	111

14.8 LIABILITY LIMITATIONS .....	111
<b>15 DENIED BOARDING .....</b>	<b>111</b>
15.1 GENERAL .....	111
15.2 VOLUNTEERS AND BOARDING PRIORITY .....	112
15.3 INVOLUNTARY DENIED BOARDING AND COMPENSATION .....	113
15.4 TRANSPORTATION AND AMENITIES FOR PASSENGERS DENIED BOARDING .....	114
15.4.1 Air Choice One <sup>SM</sup> Flight .....	114
15.4.2 Substitute Carrier Flight.....	114
15.4.3 Alternative Ground or Sea Transport .....	114
15.4.4 Refund.....	115
15.4.5 Connections .....	115
15.4.6 Amenities.....	115
15.5 LIMITATION OF LIABILITY.....	115
<b>16 SUBSTITUTE OR OTHER TRANSPORTATION.....</b>	<b>116</b>
16.1 SUBSTITUTE TRANSPORTATION.....	116
16.2 GROUND TRANSFER SERVICE .....	116
<b>17 SCREENING OF CUSTOMERS AND BAGGAGE .....</b>	<b>117</b>
<b>18 ADDITIONAL LIMITATIONS IN LIABILITY/DAMAGES. ....</b>	<b>117</b>
18.1 SUCCESSIVE CARRIERS.....	117
18.2 WARSAW/MONTREAL CONVENTION APPLICATION .....	118
18.2.1 General.....	118
18.2.2 Warsaw Convention.....	118
18.2.3 Montreal Convention .....	119
18.2.4 Other Persons.....	120
18.2.5 Limitation of Liability .....	120



## Contract of Carriage

---

<b>19 CONSENT TO USE PERSONAL DATA .....</b>	<b>122</b>
<b>20 REMEDIES FOR VIOLATION OF CONTRACT .....</b>	<b>124</b>
<b>21 RIGHT OF AIR CHOICE ONE<sup>SM</sup> TO CHANGE THE TERMS OF THE CONTRACT .....</b>	<b>125</b>

## 1 CONTRACT OF CARRIAGE

Transportation by Air Choice One<sup>SM</sup> Airlines is subject to the terms and conditions contained in this Contract of Carriage, in addition to any terms and conditions printed on or in any ticket, ticket jacket, web site or ticket receipt. To the extent there is a conflict between this Contract of Carriage and any terms and conditions printed on or in any ticket, ticket jacket, web site or ticket receipt, this Contract governs. By purchasing a ticket or accepting transportation, each Passenger agrees to be bound thereby. A copy of this Contract of Carriage is available for any passenger on our website at [www.airchoicene.com](http://www.airchoicene.com), at our ticket counters, by calling 1-866-435-9847, or by contacting us at our Corporate Headquarters at 12300 Old Tesson Road Suite 200 F, St. Louis, MO 63128.

## 2 Definitions

**ATPCO:** Airline Tariff Publishing Company, Inc. where fares and fare rules for all Air Choice One<sup>SM</sup> fares are published.

**Baggage:** Personal property of a Customer as is necessary or appropriate for the wear, use or convenience of the Customer in connection with the trip.

**Air Choice One<sup>SM</sup>:** Trade name of Multi-Aero, Inc. under which the company does business. Also known by the Air Choice One<sup>SM</sup> IATA designator "3E".

**Carry-on Baggage ("carry-on"):** Any article or other Customer property that is carried on an aircraft by a ticketed Passenger. This is stowed into the proper overhead baggage compartment by the passenger or cargo compartment by an Air Choice One<sup>SM</sup> agent if no such FAA-approved storage space or overhead baggage compartment exists.

**Checked Baggage:** Any article or other Customer property (excluding Gate Checked Baggage) that is taken into the custody of and accepted by Air Choice One<sup>SM</sup> for transport.

**Codeshare:** An agreement between airlines where a partner air carrier places its two letter designator code on flights operated by Air Choice One<sup>SM</sup> (3E) to facilitate interline travel. In this situation, the flight may be marketed under a trade name owned by the partner air carrier but all such marketing will clearly disclose to the Customer that the flight is operated by Air Choice One<sup>SM</sup>.

**CRS:** Child safety restraint system, such as an infant- or child-safety seat.

**Customer or Passenger:** Any person holding a confirmed reservation for travel with the consent of Air Choice One<sup>SM</sup>.

**DBA:** Doing Business as.

**Domestic Carriage:** Any carriage other than that specifically defined as International Carriage.

**Excess Baggage:** Any checked bag, gate checked bag or personal item that causes a Passenger to exceed the Standard Bag Allowance (as defined in that Section) in number, size and/or weight, but which is not overweight/oversized.

**Excess Bag Fees:** Fees which apply to Excess Baggage. Examples are fees for a 1st checked bag that is between 51 and 70 lbs. (23 kg - 31 kg), 2<sup>nd</sup> and 3<sup>rd</sup> additional bags (excess weight would also apply to additional bags as previously defined).

**FAA:** Federal Aviation Administration.

**Flight Coupon:** A portion of the ticket that indicates travel points between which the coupon is valid for Passenger carriage.

**Force Majeure Event.** This term includes:

- a) Any condition beyond Air Choice One's control (including but without limitation, meteorological conditions, acts of God, airport traffic congestion and delays, riots, embargoes, hostilities, or unsettled international conditions whether actual, threatened or reported) or because of delay, demand, circumstances or requirements due, directly or indirectly, to such condition.
- b) Any labor dispute affecting Air Choice One's service
- c) Any government regulation, demand or requirement
- d) Any shortage of labor, fuel or facilities of Air Choice One<sup>SM</sup> or others; or
- e) Any other fact not reasonably foreseen, anticipated, or predicted by Air Choice One<sup>SM</sup>.



**Gate Checked Baggage:** Baggage, small enough to be cleared through airport security screening, which is brought to the departure gate by the Customer and then taken into the custody of and accepted by Air Choice One<sup>SM</sup> for transport.

**IATA:** International Air Transport Association

**ICAO:** International Civil Aviation Organization

**Identification:** Government-issued with photo (e.g. passport, driver's license, non-driver's license, birth certificate, etc.). Please see state regulation for restrictions that may apply to identification requirements for air travel.

**Interline:** Travel utilizing the services of one or more air carriers where the carriers agree to accept each other's tickets and/or baggage. A codeshare agreement is a specific type of interline travel and is included in this definition.

**International Carriage:** Any carriage in which, according to the Contract of Carriage, the place of departure and the place of destination, whether or not there is a break in the carriage, are not both situated within the United States; or, they are situated within the United States, but there is an agreed stopover outside the United States.

**Itinerary:** Route of a Customer's journey.

**LEO:** Law Enforcement Officer.

**Montreal Convention:** The Convention for the unification of certain rules for International Carriage by air. Generally, an airline itinerary covered by the Montreal

## Contract of Carriage

Convention must be: International carriage on or after November 4, 2003 AND (1) a roundtrip journey from a country that has ratified Montreal, OR (2) a one-way journey in which both the country of origin and the country of destination have ratified Montreal.

**Non-Ambulatory Passenger:** Passengers who are unable to walk or move without the support of another person, but who are otherwise capable of caring for themselves without assistance throughout the flight are non-ambulatory. A Passenger who uses a wheelchair for convenience is not considered non-ambulatory nor is a child or infant merely because of that child's age. If a Passenger can move himself/herself from his/her seat to the nearest emergency exit and ascend and descend the aircraft stairs without the aid of another person, the Passenger is not considered to be non-ambulatory, regardless of the degree of impairment.

**No-Show:** When a Passenger fails to honor a segment of his or her travel and fails to contact Air Choice One<sup>SM</sup> in advance of departure time to inform Air Choice One<sup>SM</sup> that he or she will not be on the flight.

**On-line:** Air transportation wholly on the same air carrier.

**Oversold Flight:** A flight where there are more Passengers holding valid confirmed reservations than seats available (excluding seats reserved or held for crewmembers or other on-duty Air Choice One<sup>SM</sup> personnel performing company-required duties).

**Personal Item:** Any article or customer property (e.g. small purse, briefcase, and laptop) that remains on person with the passenger onboard the aircraft.

**Pet:** The usual connotation of live domestic animal companion.

**Qualified Individual with a Disability:** Any individual who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, pursuant to 14 CFR 382.5.

**Refund:** Return of funds in the form of original payment.

**Reusable Funds:** Funds available to apply towards the purchase of future travel with Air Choice One.

**Schedule Change:** A planned change in advance of the departure date that does not arise from a unique event such as a Schedule Irregularity or Force Majeure Event.

**Schedule Irregularity:** This term includes:

- a) Delay in a scheduled departure or arrival of an Air Choice One<sup>SM</sup> flight, including delays which result in a misconnection:
- b) Flight cancellation, omission of a scheduled stop, or any other delay or interruption in the scheduled operation of an Air Choice One<sup>SM</sup> flight which may or may not result in a misconnection;
- c) Substitution of aircraft type; or
- d) Schedule changes that require re-routing of the Customer at departure time, because prior notice of such schedule change had not been given to the

Customer prior to the Customer's arrival at the airport for check-in on the original flight.

- e) Schedule irregularity does not include Force Majeure events as defined herein.

**Service Animal:** Any guide dog, signal dog, or other animal trained to provide necessary assistance to a Qualified Individual with a Disability, or a trained animal accompanied by its handler that assists law enforcement officers in the search of contraband, explosives or other items, or which provides assistance with rescue efforts. This definition includes those service animals which are required for emotional support, or psychiatric service animals.

**Smart Bags (or Smart Luggage):** A Smart Bag is any checked, gate-checked, or carry-on bag or personal item which contains one or more lithium batteries and may include one or more of the following features (but not limited to):

- a) Lithium ion battery and motor allowing it to be used as a personal transportation device which does not meet the criteria of a mobility device.
- b) Lithium ion battery power bank that allows charging of other electronic devices,
- c) GPS tracking devices,
- d) Bluetooth, RFID and Wi-Fi capability
- e) Electronic baggage tags,
- f) Electronic locks
- g) Lithium ion battery, motor and tracking devices (GPS) allowing the bag to self-propel.

**Special Drawing Right ("SDR"):** A unit of currency, the value of which fluctuates and is recalculated each banking day. These values are known to most commercial banks and reported in some newspapers. This unit is sometimes used for International standards.

**Reroute:** To honor a ticket, or reissue a ticket for a different routing than originally shown on the ticket.

**Routing:** The carrier(s) and/or the cities and/or class of service via which transportation is provided between two points.

**Stopover:** A deliberate interruption of travel by the Passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination. For International flights a Stopover will also be deemed to occur at an intermediate point from which the Passenger is not scheduled to depart on the date of arrival, but if there is no connecting departure scheduled on the date of arrival, departure on the next day within twenty-four (24) hours of arrival shall not constitute a Stopover. If a portion of the routing is traveled by surface transportation, one Stopover shall be deemed to have been taken for such portion. For Domestic flights, a Stopover will also occur when a Passenger arrives at a point and fails to depart from such point on:

1. The first flight on which space is available; or
2. The flight that will provide for the Passenger's earliest arrival at intermediate or junction transfer point(s) or destination point, via the carrier and class of service as shown on the Passenger's Ticket; provided, however, that in no

event will a Stopover occur when the Passenger departs from the intermediate/junction point on a flight shown in the carrier's official general schedule as departing within four hours after arrival at such point.

**Ticket:** The record of agreement, including paper and electronic ticket forms ("E- ticket") and ticketless itinerary forms, for the carrier(s) to provide transportation and related services under certain terms and conditions to the Customer named on such record and in accordance with applicable governing tariffs and regulations.

**United States:** The area comprised of the forty-eight (48) contiguous states, the District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, Midway, and Wake Islands.

**Warsaw Convention:** The Convention for the unification of certain rules for International Carriage by air. Warsaw applies for International Carriage not covered by the Montreal Convention.

## 3 Applicability

### 3.1 General

The following terms and conditions apply to all transportation provided by Air Choice One<sup>SM</sup> and apply whether or not a ticket for such transportation was sold by Air Choice One<sup>SM</sup> or its authorized agents. By purchasing a ticket or accepting transportation, the Customer agrees to be bound thereby. There are no third party beneficiaries to this contract. Transportation is subject to the contract of carriage

## Contract of Carriage

and charges in effect on the date on which the ticket is issued. Applicable rules may also be found within the tariffs filed by Air Choice One<sup>SM</sup> in accordance with certain government regulations.

### 3.2 Airline Partners

This contract of carriage applies for transportation only on Air Choice One<sup>SM</sup>. Under arrangements with Air Choice One<sup>SM</sup>, independent carriers may provide Interline transportation and/or Codeshare services. These independent carriers may have different terms and conditions of carriage which will apply for travel on these carriers and you may obtain the terms through contact with these independent carriers. See the section titled Interline, Codeshare and Other Airline Partners for more regarding the application of these rules in partner situations.

When Air Choice One<sup>SM</sup> undertakes to issue a ticket or boarding pass, check baggage or make other arrangements for transportation over the lines of any other carrier, Air Choice One<sup>SM</sup> acts only as agent for the other carrier and assumes no responsibility for the acts or omissions of such other carrier.

### 3.3 Air Choice One<sup>SM</sup> and Other Trade Names

Unless as otherwise provided herein, regardless of the trade name or airline code used for such flights, this contract applies for all commercial flights operated by Multi-Aero, Inc.

### 3.4 Applicable Laws

This Contract of Carriage is subject to applicable treaties, laws, regulations, rules, and security directives imposed by government agencies. In the event of a conflict, mandates of governmental authorities will prevail.

### **3.5 International Carriage**

Services provided for international carriage are subject to the provisions of the Warsaw or Montreal Conventions, including those relating to the limitation of liability. Any provisions of these rules that are inconsistent with any provision of the applicable Convention shall, to that extent only, be inapplicable to international carriage.

### **3.6 Limitations in Liability/Damages**

Unless specifically stated otherwise herein or required by law, Air Choice One<sup>SM</sup> is not liable for any consequential, compensatory, indirect, incidental or punitive damages arising out of or in connection with the performance of its obligations under this contract of carriage.

### **3.7 Modification of Terms**

No employee or agent of Air Choice One<sup>SM</sup> has the authority to modify or waive any provision of this Contract, unless authorized by the legal representation of the company.

### **3.8 Monetary Amounts**



When included, all monetary amounts, unless otherwise specified, appear in U.S. dollars.

### **3.9 Severability/Waiver**

The invalidity of any provision herein by law will not affect the validity of any other provision which will remain in full force and effect. If Air Choice One<sup>SM</sup> fails to enforce any of the sections of this Contract of Carriage or fails to exercise any election, such failure will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of the Contract of Carriage.

### **3.10 Headings and Titles**

Headings and titles used in this document are for convenience and not meant to be used to construe or alter contract terms.

## **4 Customer Relations**

Air Choice One<sup>SM</sup> strives to provide our Customers with a travel experience that is first-class and values each customer as a VIP.

Listening to and learning from our Customers is key to our ability to serve well. Whether you have a complaint or a comment, we appreciate your time in giving us the opportunity to understand your needs. We will acknowledge receipt of any complaint from you in writing within thirty (30) days of receiving that communication. Your complaint will be addressed as soon as possible, but no later than 60 days after receipt.

Please feel free to contact our Customer Relations department by email to [customerrelations@airchoiceone.com](mailto:customerrelations@airchoiceone.com) or by mail to Air Choice One<sup>SM</sup> Customer Relations, 12300 Old Tesson Road – Suite 200-F, St. Louis, MO 63128.

If a third-party submits a complaint on behalf of a customer, the third party must provide evidence along with the complaint that it has the authority to act on the customer's behalf. Evidence of authorization shall include a signed letter from the customer or an executed power of attorney authorizing the third party to act on behalf of the customer. Third-parties must submit this evidence of authorization along with the complaint. Air Choice One<sup>SM</sup> will not reply if evidence of third-party authorization is not provided or if Air Choice One<sup>SM</sup> determines in its sole discretion that the evidence is incomplete or insufficient.

Complaints and comments about airline service other than safety or security issues may also be registered with DOT's Aviation Consumer Protection Division (ACPD). You may call the ACPD twenty-four (24) hours a day at 202-366-2220 (TTY 202-366-0511) to record your complaint. Calls are returned Monday through Friday, generally between 7:30 am and 5:00 pm Eastern time. You may send the DOT a letter at Aviation Consumer Protection Division, C-75, U.S. Department of Transportation, 1200 New Jersey Ave, S.E., Washington, D.C. 20590

## 5 Baggage and Claims

### 5.1 General

Baggage will be accepted for transportation from ticketed Customers only. Air

Choice One will not accept baggage whose size, weight or character makes it unsuitable for transportation on the aircraft, or when the property cannot be accommodated without harming or annoying Passengers, as determined by Air Choice One<sup>SM</sup>. All baggage is subject to inspection. Government safety and security regulations apply to Air Choice One's carriage of baggage.

## 6 Baggage Allowance

### 6.1.1 Standard Bag Allowance

For each ticketed Customer, Air Choice One<sup>SM</sup> will transport the following. For fees that may apply, please see Baggage Fees, Exemptions and Allowance

Applicability: "1 + 1 + 1 Rule" - 1 checked bag not to exceed fifty (50) lbs. (22 kg), plus 1 carry-on bag sufficiently small and lightweight to be cleared through airport security screening not to exceed fifty (50) lbs. (22 kg), plus one (1) personal item (e.g. small purse, briefcase, electronic device) not to exceed twenty (20) pounds. These aircraft may not contain storage space under the seat or overhead in which to safely stow in-cabin items. Accordingly, personal, or carry-on, items must be carried to the aircraft and stowed by an Air Choice One<sup>SM</sup> agent into the designated baggage compartments prior to boarding. Although "roller boards" are accepted, duffel or gym bags are preferred and improve our ability to carry all baggage on board.

Commented [AB1]: Restructure/substitute ours ??

**6.1.2 Free of Charge Items**

In addition to the Standard Allowance, the following will be transported free of charge:

- a. A wheelchair meeting the requirements of the Company's FAA-approved operating procedures stated under section "Wheelchairs and Other Assistance-Related Devices,
- b. A cane, walking stick, crutches or other assistive devices.
- c. An infant or child-safety seat. For use on-board please see "Wheelchairs and Other Assistance-Related Devices" for requirements.
- d. A collapsible stroller, folding wagon and/or diaper bag.
- e. Compliant Portable Oxygen Concentrators or other related devices

**6.1.3 Child and Infant Baggage Allowance**

A child's baggage allowance is the same as that for an adult Passenger. A child traveling as an "infant" as defined by the fares and tariffs is not allocated baggage allowance in addition to that allocated to the accompanying adult Passenger, unless the infant is traveling on a paid ticket (not on a ticket covering solely international taxes) for a confirmed seat or, in accordance with the rules herein, our partner airline policies apply and include an allowance

**6.1.4 Excess Baggage**

For each ticketed Customer, Air Choice One<sup>SM</sup> will transport, subject to available space and additional fees (see Baggage Fees, Exemptions and Allowance Applicability), up to two (2) additional bags per Passenger.

**Commented [r2]:** Update the "two" to "one". Although previously we stated only 1 additional bag.

Any checked bag, gate checked bag or personal item that causes a Passenger to exceed the Standard Bag Allowance in number, size and/or weight, but which is not overweight/oversized, is "Excess Baggage". All Excess Baggage is carried on a space available basis and is subject to Excess Bag Fees.

Any bag that is Excess because it exceeds the number of bags permitted as Standard Bag Allowance and/or the weight or size will be subject to cumulative Excess Bag Fees. Additional or different charges may apply when levied by a partner airline through interline, codeshare or other airline partner agreements.

#### **6.1.5 Overweight/Oversized Bags**

Baggage compartment constraints of the aircraft may restrict the weight or the size of the individual bags that may be accepted for travel.

Baggage that is not accepted for travel pursuant to this section is as follows

##### **6.1.5.1 For Transport in the Cessna 208:**

Individual bags that exceed seventy (70) lbs. (31 kg) in weight or that exceeds 38" x 27" x 14" (96 cm x 68 cm x 35 cm) in size.

For general guidance for planning purposes, although there are exceptions for unusually shaped items (see below within this section) most large bags are 38" x 27" x 14" (96 cm x 68 cm x 35 cm) and are the maximum size we accept due to the size of the baggage compartments and compartment openings of these aircraft.

##### **6.1.5.2 For Transport in the Beechcraft 1900:**

Individual bags that exceed fifty (50) lbs. (22 kg) in weight or that exceeds 38" x 27" x 14" (96 cm x 68 cm x 35 cm) in size.

For general guidance for planning purposes, although there are exceptions for unusually shaped items (see below within this section) most large bags are 38" x 27" x 14" (96 cm x 68 cm x 35 cm) and are the maximum size we accept due to the size of the baggage compartments and compartment openings of these aircraft.

#### **6.1.5.3 Unusually-Shaped Objects for All Aircraft**

Unusually shaped objects may exceed the capacity of the aircraft baggage compartments. Bicycles, surfboards, canoes, kayaks and other such large pieces of sporting equipment may exceed the capacity of the compartments will need to be confirmed with the Reservations Department prior to transport.

Commented [AB3]: Restructure/substitute ours

#### **6.1.6 Special Items Carried in Lieu of Standard Bag Allowance Checked Bag.**

These items can be accommodated as checked baggage in our smaller aircraft despite their size or unusual character or shape. For connecting itineraries, please consult the connecting airline for policies pertaining to these items.

##### **6.1.6.1 Acceptance**

One special item will be accepted per Customer in lieu of the one (or, first) checked bag permitted per the Standard Bag Allowance. If the Customer is also checking a bag, this item will be carried as Excess Baggage (i.e. space available). If there is more than one of these special items, or if a special item exceeds the size and weight limitations below, the item will be carried as Excess Baggage (i.e. space

available). No special item may exceed the Overweight/Oversize limitations in this Section except as specifically provided below.

#### 6.1.6.2 Bag Fee

If the special item is being carried in lieu of the one (or, first) checked bag, the first checked bag fee applies, if any. For all other special items, Excess Bag Fees apply and are cumulative subject to Excess Baggage rules in this Section.

#### 6.1.6.3 Air Choice One is not liable:

For damage to special items that are not properly protected and appropriately packed for transport.

#### 6.1.7 Boxes and Commercial Containers

Must contact operator in advance.

Commented [AB4]: Unusual items

#### 6.1.8 Embargoes

Additional seasonal or route-specific baggage restrictions, or "embargoes," may also apply depending upon the aircraft size and/or the codeshare partner policy in place at any point in time.

#### 6.1.9 Cabin Seat Baggage

It is not permissible to transport cabin baggage in any aircraft by strapping the item to a passenger seat.

#### 6.1.10 Allowance Summary Chart

The below (next page) chart is intended to capture some of the basic information in this section of the Contract of Carriage in a summary form. This

## Contract of Carriage

information is intended to be a helpful tool only as it's impossible to reflect all aspects of our baggage policies within this table. Please refer to the language within this Contract of Carriage for the actual policies which apply. Keep in mind that, pursuant to the below section entitled "Baggage Fees, Exemptions and Allowance Applicability," there are times when our airline partner allowances and fees apply, subject to exemptions filed by Air Choice One<sup>SM</sup> based on aircraft size and/or weight limitations. The below represents Air Choice One's policies and is a useful guide as to what will actual fit within the aircraft:

Allowance (H x L x W)	C208		B1900	
<b>Personal Item</b> (e.g. purse, electronic device)	• Maximum 18" x 18" x 8" and 20 lbs. 45 cm x 45 cm x 20 cm and 9 kg	CONFIRMED	• Maximum 18" x 18" x 8" and 20 lbs. 45 cm x 45 cm x 20 cm and 9 kg	CONFIRMED
<b>Carry-On</b>	• Maximum 24" x 14" x 9" and 50 lbs**. 60 cm x 35 cm x 22 cm and 22 kg	CONFIRMED	• Maximum 24" x 14" x 9" and 50 lbs**. 60 cm x 35 cm x 22 cm and 22 kg	CONFIRMED
<b>First Checked Bag</b>	• Maximum 38" x 27" x 14" and 50 lbs**. 96 cm x 68 cm 35 cm and 22 kg	CONFIRMED	• Maximum 38" x 27" x 14" and 50 lbs**. 96 cm x 68 cm 35 cm and 22 kg	CONFIRMED
<b>Second Checked Bag</b>	• Maximum 38" x 27" x 14" and 50 lbs**. 96 cm x 68 cm x 35 cm and 22 kg	SPACE AVAILABLE	• Maximum 38" x 27" x 14" and 50 lbs**. 96 cm x 68 cm x 35 cm and 22 kg	SPACE AVAILABLE
<b>Third Checked Bag</b>	• Maximum 38" x 27" x 14" and 50 lbs**. 96 cm x 68 cm x 35 cm and 22 kg	SPACE AVAILABLE	• Maximum 38" x 27" x 14" and 50 lbs**. 96 cm x 68 cm x 35 cm and 22 kg	SPACE AVAILABLE
<b>Assistance Devices</b> (e.g. Stroller, POC, mobility device, child safety seat)	• See Hazmat, size, weight and regulatory requirements.	CONFIRMED	• See Hazmat, size, weight and regulatory requirements.	CONFIRMED
<b>Pet Kennel / Carrier</b> (with animal) 1 per aircraft	• Maximum 27" x 20" x 19" and 35 lbs 68 cm x 50 cm x 48 cm and 15 kg	SPACE AVAILABLE	• Maximum 27" x 20" x 19" and 35 lbs 68 cm x 50 cm x 48 cm and 15 kg	SPACE AVAILABLE
<b>Special items</b> (e.g. cooler, tools, golf bag)	• If carried in place of 1st checked bag. • All other circumstances.	CONFIRMED SPACE AVAILABLE	• If carried in place of 1st checked bag. • All other circumstances.	CONFIRMED SPACE AVAILABLE
<b>Not Accepted</b>	• More than 2 checked bags • Any item larger than dimension limits above or 70 lbs. (31 kg) • Anything in excess of max limits that won't fit.		• More than 2 checked bags • Any item larger than dimension limits above or 70 lbs. (31 kg) • Anything in excess of max limits that won't fit.	

Commented [AB5]: Changed order of dimensions to reflect H x L x W

Commented [AB6]: Moved

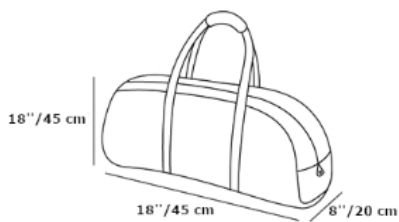
\*Baggage in excess of this weight or dimensions is subject to space available.

\*\*Baggage in excess of this weight is subject to excess fees.

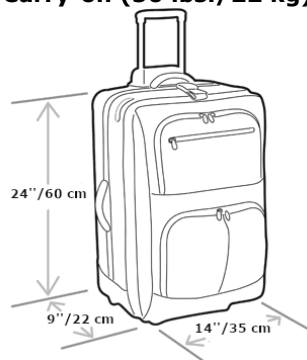
Visual representation of the above categories of bags and dimensions is continued below (next page).



**Personal Item (20 lbs./9 kg)**



**Carry-on (50 lbs./22 kg)**



**Checked Bag (50 lbs./22 kg)**



---

**6.2 Baggage Fees, Exemptions, and Allowance Applicability****6.2.1 US DOT Rules for Applicable Carrier Fees.**

Whether your travel is exclusively on Air Choice One<sup>SM</sup> or connecting with a partner airline where the itineraries are booked together on the same ticket (aka an "interline itinerary"), the DOT rules state that the fees of the 1st carrier appearing on the ticket of the Customer's itinerary shall apply to the entire itinerary. This rule also applies for most fee exemptions, as when a customer is eligible for reduced fees for booking a first or business class ticket and the first or business class flight is the 1st flight in the itinerary. See the Baggage Fee Chart below. Charges apply each way and are cumulative. Regardless of which airline fees apply, Air Choice One's Allowance policies apply, and all bags must meet the size, number and weight restrictions noted in this Contract of Carriage. When bag fees apply, those in effect at the time of the ticket purchase will be levied during your travel.

**6.2.2 Codeshare Itineraries**

When the 1st flight of the itinerary is a Codeshare flight, the fees of the marketing carrier apply, not the fees of the actual carrier operating the flight. For Air Choice One<sup>SM</sup> codeshare flights, this means that the fees of our major airline partner will apply to the entire itinerary. This rule also applies for most fee exemptions, as when a customer is eligible for reduced fees for booking a first or business class ticket on a codeshare partner which includes an Air Choice One<sup>SM</sup> codeshare flight somewhere in the itinerary. For codeshare itineraries, the Allowance policies of the marketing carrier also apply, however these allowances are subject to limitations noted in this Contract of Carriage. These limitations are

often due to the size of the aircraft or to differences in regulations or operating certificates.

### 6.2.3 Connecting Travel on Separate Tickets

For connecting travel not booked on the same ticket, separate fees and allowances for each carrier apply to each portion of the itinerary flown on that carrier. In cases where Air Choice One<sup>SM</sup> offers to check a bag through to a destination not shown on the same ticket as a courtesy, you will be subject to paying Air Choice One's baggage fees when you check in at the Air Choice One<sup>SM</sup> ticket counter, and may also be required to pay an additional baggage fee when you check in with your connecting airline. Customers may choose to pre-pay baggage fees for their connecting airline flights, but will still be subject to applicable fees for their Air Choice One<sup>SM</sup> flights.

### 6.2.4 Baggage Fee Summary Chart

For a definition of which of the below fees are also considered "Excess Bag Fees", as their applicability is described within this Contract of Carriage, see the Definitions Section or the Section on Excess Baggage. Assistive devices, such as mobility devices, strollers, portable oxygen concentrators (POC), child safety seats and more are always free. Check for more information on any requirements which may apply in this Contract of Carriage. Abbreviations for destinations used below or elsewhere in this Contract of Carriage may be decoded at <http://www.iata.org/services/Pages/codes.aspx>.

## Contract of Carriage

<b>1<sup>st</sup> Carrier in Itinerary (for codeshare itineraries major airline partner fees apply)</b>	<b>C208</b>	<b>B1900</b>
Carry-on or Personal Item	Free	Free
Carry-on Bag: 0-50 lbs. (0-22 kg) 51-70 lbs. (23-31kg)	Free +\$80	Free +\$80
Gate Checked Bag: 0-50 lbs. (0-22kg) 51-70 lbs. (23-31kg)	Free +\$80	Free +\$80
1 <sup>st</sup> Checked Bag: 0-50 lbs. (0-22 kg) 51-70 lbs. (23-31kg)	Free +\$80	Free +\$80
2 <sup>nd</sup> Checked Bag: 0-50 lbs. (0-22kg) 51-70 lbs. (23-31kg)	\$40 +\$80	\$40 +\$80
3 <sup>rd</sup> Checked Bag: 0-50 lbs. (0-22 kg) 51-70 lbs. (23-31kg)	\$80 +\$80	\$80 +\$80

### BAG FEE EXEMPTIONS

#### Exempt from ALL Air Choice One Bag Fees:

Applies for travel between these Air Choice One Cities and for connections beyond these cities (on-line and interline)

- For travel to/from all Air Choice One cities: Active Duty, Reserve and National Guard, including dependents and retirees with a valid Military or Dependent ID.

**NOTE:** When a partner airline is the first carrier in the itinerary or for codeshare itineraries, the partner's military bag fee exemptions apply.

#### Exempt when included in 3E-Participating Fares

- When fares include a fee-waived baggage allowance, Air Choice One participates in the fares and the allowance appears on the applicable e-ticket Air Choice One will honor the ticketed fee exemption.

**THE FEES OF THE 1<sup>ST</sup> CARRIER IN THE CUSTOMER'S ITINERARY APPLY TO THE ENTIRE ITINERARY**

Commented [AB7]: Restructure/Correction

---

**6.2.5 Exemptions from Baggage Fees for Partner Frequent Flyer Members**

Air Choice One<sup>SM</sup> may, at its sole discretion, change, consider and make exceptions to its Baggage Fee policy for certain members of airline frequent flyer programs on flights where Air Choice One<sup>SM</sup> participates in such programs.

**6.2.6 Exemptions from Baggage Fees on 3E Marketed Flights**

The following are exempt from ALL baggage fees levied by Air Choice One<sup>SM</sup>. Additional or different charges may apply when levied by a partner airline through interline, codeshare or other airline partner agreements:

- a) Active Reserve, Guard or retired military personnel holding a Veteran's ID Card, including registered dependents with Dependent ID Card.

**6.3 Conditions of Checked Baggage and Baggage Procedures****6.3.1 Must Present Valid Ticket for Transportation**

Before Air Choice One<sup>SM</sup> will accept baggage to be checked or carried on board, the Customer must present a valid ticket for transportation on Air Choice One<sup>SM</sup> or on Air Choice One<sup>SM</sup> and one or more other carriers with which Air Choice One<sup>SM</sup> has an interline or codeshare agreement. Air Choice One<sup>SM</sup> has the right to refuse to transport baggage on any flight other than the one carrying the Passenger.

**6.3.2 Must Observe Check-In Times**

Baggage must be checked in at the airport sufficiently in advance of flight departure to allow for airline, airport and, when applicable, TSA and other

government processing. See guidelines in Section entitled "Airport Show Times & Re-check Requirements". If a Customer does not present his or her baggage for check-in within sufficient time to allow for normal handling procedures for that airport, Air Choice One<sup>SM</sup> may accept the baggage, but in no event will be responsible for any loss that arises from the delay in delivery of the baggage to the destination airport.

### 6.3.3 Through-Checked Bag Exclusions

For Customers traveling on the following markets, baggage cannot be checked-through to the Customer's final destination on connecting carriers with whom Air Choice One<sup>SM</sup> has interline and/or codeshare agreements. For connections involving these markets, the Customer must retrieve his or her checked bags on arrival at the Air Choice One<sup>SM</sup> city and re-check them with the connecting carrier.

Connecting carrier fees may apply when re-checking the bags

Commented [AB8]: Restructure

- Jonesboro, AR (JBR) to/from St. Louis, MO (STL)
- Jackson, TN (MKL) to/from St. Louis, MO (STL)
- Atlanta, GA (ATL) to/from St. Louis, MO (STL) via Jackson, TN (MKL)

### 6.3.4 Identification and Items of High Personal Value

All checked baggage must have, at a minimum, name identification on the outside. It is recommended to include contact information for both origin and destination (e.g. cell phone number) on the outside and inside of the baggage. Air Choice One<sup>SM</sup> also recommends that Customers maintain on their person certain small but high value or high personal value items such as travel documents,

medicines, money/credit cards, keys, or jewelry. It is important to remember not to lock checked baggage, as required by Federal regulations.

#### **6.3.5 Carriage on Air Choice One<sup>SM</sup> Flights and Connections**

Checked baggage will generally be carried on the same aircraft as the Customer unless such carriage is deemed impractical by Air Choice One<sup>SM</sup>. This impracticability includes baggage which exceeds total compartment or weight parameters for the aircraft when taking into account all Passengers on board. In this event, Air Choice One<sup>SM</sup> will determine in its sole discretion which baggage will be carried on board with the Customer and arrangements will be made to transport the surplus baggage on the next flight or section on which space is available.

Cabin baggage space is relatively limited on regional aircraft, like those operated by Air Choice One<sup>SM</sup>. Customers connecting onto an Air Choice One<sup>SM</sup> flight with large carry-on bags are encouraged to check these bags, when possible, at the ticket counter of the carrier of the originating location. Customers who arrive at an Air Choice One<sup>SM</sup> gate with large carry-on bags that exceed the parameters for carry-out items must check these bags at the gate prior to boarding the flight.

Furthermore, operations, security directives or other safety considerations may limit the allowable carry-on baggage on a specific flight. Air Choice One<sup>SM</sup> reserves the right in its sole discretion to determine the suitability and place of storage for any items to be carried in the aircraft.

Air Choice One<sup>SM</sup> may refuse to transport any baggage that the Customer refuses to submit for inspection.

---

**6.3.6 Claiming Baggage**

Only the holders of the baggage claim check may claim checked baggage. Air Choice One<sup>SM</sup> is not responsible for determining that the holder of the claim check is entitled to the baggage. If baggage claim checks are lost, proof of ownership may be required prior to release of the baggage. Acceptance of baggage by the bearer of a claim check without filing a written complaint will constitute evidence of delivery by Air Choice One<sup>SM</sup> of the Customer's baggage with all original contents in good condition.

**6.4 Limits of Liability for Baggage Including Fragile or Perishable Goods****6.4.1 General**

Except to the extent the Warsaw or Montreal Conventions or other applicable laws may otherwise require, the following provisions apply.

**6.4.2 Checked and Unchecked Baggage****6.4.2.1 For Domestic Carriage**

Liability for loss, delay or damage to checked baggage, or any baggage or personal item which is taken into custody by Air Choice One<sup>SM</sup>, is limited to the fair market value at the time of the loss, damage or delay and will not exceed (except for wheelchair and other assistive devices) (1) for on-line travel solely on Air Choice One<sup>SM</sup> with no connecting service, five-hundred dollars (\$500) per Passenger; (2) for interline travel where the Air Choice One<sup>SM</sup> flight segment is included on the same ticket as a connecting flight segment of another airline with an aircraft of



more than sixty (60) seats, three-thousand five-hundred dollars (\$3500) per Passenger as per federal rules; and (3) for interline travel where the Air Choice One<sup>SM</sup> flight segment is included on the same ticket as a connecting flight segment of another airline with an aircraft of sixty (60) seats or less, five-hundred dollars (\$500) per Passenger. Air Choice One<sup>SM</sup> assumes no responsibility or liability for loss or damage to unchecked or carry-out baggage unless the loss or damage occurred while in the sole custody of Air Choice One<sup>SM</sup> or was caused by the sole negligence or willful misconduct of Air Choice One<sup>SM</sup>.

**6.4.2.2 For International Carriage (including domestic portions of international journeys) covered by the Montreal Convention**

Liability for loss, delay or damage to checked and unchecked baggage is limited to one thousand one-hundred and thirty-one (1,131) Special Drawing Rights per Passenger (see [www.imf.org](http://www.imf.org) for current value).

**6.4.2.3 For International Carriage (including domestic portions of international journeys) covered by the Warsaw Convention**

Liability for loss, delay or damage to baggage is limited to approximately nine dollars seven cents (\$9.07) per pound (\$20.00 per kilo) up to

Six-hundred and forty dollars (\$640) per bag for checked baggage and four hundred dollars (\$400) per Passenger for unchecked baggage in the custody/control of the carrier.

---

**6.4.3 Fragile, valuable, perishable and other items not suitable for transport**

Air Choice One<sup>SM</sup> recommends that you do not pack fragile, high-value or perishable items in your checked baggage. If you choose to pack fragile, high-value or perishable items in or as checked baggage in connection with travel within the United States, Air Choice One<sup>SM</sup> is not liable for the loss of, damage to, or delay in delivery of such items. For most international travel, Air Choice One's liability for destruction, loss, delay or damage to checked and unchecked baggage is limited.

Air Choice One<sup>SM</sup> is not liable for damage to a Customer's carry-on items, personal items, or in-cabin property that contains fragile, valuable, or perishable items, unless damage occurred while in the sole custody of Air Choice One<sup>SM</sup>. Customers are responsible for all damage caused by their property, whether such damage is to their own property or to some else's property.

Fragile, valuable, and perishable items include, but are not limited to, antiques; antlers; artifacts; books; cellular phones; collectibles; computer equipment; documents; electronic equipment; fragile articles; gift cards; glassware; heirlooms; irreplaceable items; jewelry; keys; money; silverware; negotiable papers; optical equipment and eye/vision devices; perishable items; photographic equipment or items; pottery; prescription medication; samples; securities; sound reproduction equipment; timepieces; tents and sleeping bags made of cloth, plastic, vinyl or other easily torn material and/or those having aluminum frames; tools; works of art; or, other similar valuable items and commercial effects included in checked baggage with or without the knowledge of Air Choice One<sup>SM</sup>. If any such items are

## Contract of Carriage

lost, damaged, pilfered, or delayed, except for certain international travel subject to the terms of the Montreal or Warsaw Conventions, you will not be entitled to any reimbursement under Air Choice One's standard baggage liability.

### 6.4.4 Limited Release Tags

Air Choice One<sup>SM</sup> has the right to refuse to accept baggage that does not meet the standards in this Contract of Carriage. In cases where Air Choice One<sup>SM</sup> accepts baggage for transport under the condition that the Customer agrees to have affixed to the baggage a limited release tag, the Customer is hereby on notice that Air Choice One<sup>SM</sup> is not liable for any damage, loss or delay to such baggage.

**Commented [AB9]:** Are we keeping this?

**Commented [r10]:** We have general limits in there but nothing about tagging. Will need to see if we need to tag them or write on them verbiage to state limited liability for odd cases.

### 6.4.5 Normal Wear and Tear

Air Choice One<sup>SM</sup> is not liable for minor damage such as scratches, scuffs, stains, dents, cuts and dirt resulting from normal wear and tear. For clarification purposes, damage beyond normal wear and tear to specific parts of baggage, such as wheels, straps, zippers, handles, and protruding parts, is not excluded from liability.

### 6.4.6 Unclaimed Bags

Air Choice One<sup>SM</sup> is not liable for baggage not claimed by the Customer immediately upon arrival.

### 6.4.7 Other Carriers or Services

Air Choice One's liability is limited to occurrences on its own flights only, except in the case of checked baggage in which case the Customer has the right of action against either the first or last carrier in the flown itinerary. A carrier issuing a ticket

or checking baggage over the lines of others does so only as agent and is not liable for actions on the part of the operating carrier.

## **6.5 Claims Restrictions, Including Time Requirements for Reporting or Filing Claims.**

### **6.5.1 General**

Air Choice One<sup>SM</sup> assumes responsibility only for those claims arising from transportation of baggage over its own routes. All claims are subject to proof of actual loss by the Customer. Actual value for reimbursement of lost or damaged property shall be determined by the documented original purchase price. This may be demonstrated through presentation of original purchase receipts or evidence of actual value. All bag fees paid for lost bags that are not subsequently found will be refunded.

All claims will be accepted for review by the appropriately trained personnel regardless of whether any employee of Air Choice One<sup>SM</sup> believes that the claim will or will not result in reimbursement. Every Customer has the right to submit a claim.

No action shall be maintained for any loss, damage, delay or pilferage of checked baggage, unless appropriate notice is given in accordance with this section. If notice is not given in accordance with this section or legal action is not commenced within one (1) year from the date of the incident, any such claims will be considered waived.

**6.5.2 Domestic Carriage Limitations and Claims Restrictions**

Lost, delayed or damaged baggage must be reported to an Air Choice One<sup>SM</sup> Customer service agent, or an authorized agent of an interline or codeshare carrier at the final destination in the case of an interline itinerary where the final destination is the interline carrier's destination, within four (4) hours of the arrival of the flight on which the loss, damage or delay is alleged to have occurred. The failure to give such preliminary notice, absent extraordinary circumstances, will result in waiver of the claim. Any claim for loss, damage or delay must be submitted in writing within thirty (30) days of the relevant flight. Failure to file a written claim within the time period specified, absent extraordinary circumstances, will result in waiver of the claim.

**6.5.3 International Carriage Limitations and Claims Restrictions**

Damaged baggage must be reported to a Air Choice One<sup>SM</sup> Customer service agent, or an authorized agent of an interline or codeshare carrier at the final destination in the case of an interline itinerary where the final destination is the interline carrier's destination, immediately upon its discovery and any claim for damage must be submitted in writing no later than seven (7) days from the date of receipt of the baggage. Any claim for delay or loss must be submitted in writing no later than twenty-one (21) days from the date on which the baggage has or should have been placed at the Customer's disposal. Failure to observe these notice requirements within the time periods specified, absent extraordinary circumstances, will result in waiver of the claim. No right to any claim against Air Choice One<sup>SM</sup> related to baggage will lie unless an action is brought within two (2) years from the

date of arrival at the destination, or from the date on which the aircraft was scheduled to have arrived, or the from date on which the carriage stopped.

## **6.6 Delayed Bag Delivery and Interim Expenses.**

### **6.6.1 General**

Air Choice One<sup>SM</sup> strives to deliver checked baggage to our Customers in the baggage claim area in a timely and efficient manner; that is, so that it arrives before or at the same time as the Customer. When on occasion a bag is delayed or misplaced, we will make every reasonable effort to locate and return the bag within twenty-four (24) hours or less using a comprehensive system and process to track missing baggage and to communicate with affected Customers.

### **6.6.2 Delivery of Delayed Bag**

In the event that checked baggage (excluding checked baggage that is "Excess Baggage" pursuant to the terms herein) does not arrive before or at the time the Customer arrives, Air Choice One<sup>SM</sup> will deliver such checked baggage to Customers. (For clarification purposes, please note that Excess Baggage which is accepted and carried subject to space availability on the aircraft is not guaranteed a delivery time and, as a result, is not eligible for delayed delivery by Air Choice One<sup>SM</sup>.) Air Choice One<sup>SM</sup> will strive to deliver baggage covered by this section in a timely and efficient manner, but delivery times may vary with destination because of third party vendor availability, traffic and other reasons. This delivery may be by Air Choice One<sup>SM</sup> or by an authorized agent contracted at Air Choice One's expense to provide such bag delivery. In some cases, it may be more expeditious for

Customers to return to the airport to claim their baggage and, in this case,

Customers may certainly choose to pick-up their bags at their own transportation expense in lieu of delivery.

### **6.6.3 Interim Expenses**

Customers are entitled to reasonable interim expenses resulting from delayed bags. (For clarification purposes, please note that baggage accepted and carried subject to space availability on the aircraft is not guaranteed a delivery time and, as a result, is never a delayed bag for purposes of this provision.) Customers must present receipts for all reasonable expense reimbursements incurred. Reasonable expenses generally are seventy-five dollars (\$75) per day for the first few days the bag is delayed. These guidelines for reasonable expenses are NOT daily limits or a cap and additional expenses may be incurred; in such a case, the additional expenses will be handled on an individual basis up to the limits of liability stated within this Contract of Carriage.

If the delayed bag becomes a claim for which monetary compensation is appropriate in accordance with this Contract, interim expenses advanced for the initial delay will be deducted from the claim's settlement total. Interim expenses are not available as an additional remedy for bags which are lost or damaged and for which such a claim is reported and processed, without regard to whether the claim results in compensation in accordance with this Contract.

---

## 6.7 Restricted Articles

### 6.7.1 General

Many items used every day at home or work are regulated as Hazardous Materials (aka "hazmat" or "dangerous goods.") These products may seem harmless; however, when transported by air they can be dangerous. Vibrations, static electricity, and temperature and pressure variations can cause items to leak, generate toxic fumes or even start a fire.

Federal law prohibits hazardous materials from being included in checked, gate-checked, and carry-out baggage. There are a few exceptions for some common personal care items when carried in limited quantities (such as hairspray, perfume and nail polish), medicines, battery-powered electronics and assistive devices.

Please refer below for more information on specific restricted items and any requirements and limitations that apply to the handful of exclusions for select personal items. The list of restricted items in this section is not comprehensive. If you have a question about a particular item that is not listed, please contact our Reservations Office for further guidance. More restrictive provisions may apply for Passengers traveling pursuant to interline, codeshare, or other airline partner agreements arranged by Air Choice One<sup>SM</sup> with partner airlines. For policies for travel on a partner airline, please refer to that airlines' web site.

TSA regulations, customs authorities and other regulators also have rules on prohibited items and may impose additional restrictions, limitations and/or fees beyond those mentioned herein.



**6.7.2 Hazardous Materials – Generally**

Other than exceptions permitted pursuant to 49 CFR 175.10 (these exceptions further limited in some cases due to our aircraft size or type, or because of limitations within our FAA-approved operations manuals), any articles deemed a hazardous material pursuant to DOT Hazardous Materials Regulations (49 CFR 171 – 180) and/or the IATA Dangerous Goods Regulations and revisions and reissues thereof are not accepted for transport on Air Choice One<sup>SM</sup>. The carriage of hazardous materials aboard Air Choice One<sup>SM</sup> aircraft in your baggage or on your person is a violation of Federal Law with penalties of up to five (5) years imprisonment and fines of up to five-hundred thousand dollars (\$500,000). Hazardous materials include, but are not limited to, explosives, compressed gases, flammable liquids and solids, oxidizers, toxic and infectious substances, poisons, corrosives and radioactive materials.

Examples of these prohibited items include, but not limited to:

- a) Fireworks and flare guns b.) Propane tanks
- b) Spray cans
- c) Defense sprays including pepper spray e.) Fuel (of any type and in any form)
- d) Oil-based Paint
- e) Flammable glues including rubber cement and some “super” glues h.) WD-40
- f) Lighter fluid
- g) Strike-anywhere matches
- h) Anything which has contained fuel at any time, regardless of being emptied and cleaned. This includes but is not limited to Camping devices (such as

lanterns, stoves and heating equipment which use liquid fuel, propane, butane or similar), Motorcycle or Car parts, Generators, and Gas-powered tools or toys. These items are prohibited unless new, unused in original packaging, contain no battery, and have never contained fuel of any type or in any form. (Exceptions: one personal, disposable lighter/matchbook and one cordless butane-fueled curling iron, so long as these items are not carried in any checked baggage, including gate-checked baggage, or stowed in any external baggage compartment of the aircraft)

- i) Most self-inflating devices m.) Oxygen bottles
- j) Insecticides
- k) Household cleaners such as bleach and drain, oven and bathroom cleaners

### **6.7.3 Personal Electronic Devices (“PEDs”)**

#### **6.7.3.1 General**

Most consumer portable electronic devices intended for personal use are permitted in checked, gate-checked, or carry-out baggage including cell phones, electronic games, tablets, laptops and cameras. Batteries for these devices typically do not exceed the limitations for carriage (see section regarding Batteries below). Note there are important exceptions including, but not limited to, Electronic Cigarettes and Hoverboards.

#### **6.7.3.2 PEDs**

Although PEDs are permitted in Customer’s baggage, use of these devices is restricted, as governed by the FAA. All PEDs must be turned “OFF” from gate to gate, while the aircraft is in transit. This includes, but is not limited to, cell phones,

electronic games, tablets, laptops, cameras, and portable music devices.

Additionally, cell phones must be "OFF" while boarding and deplaning via the airport ramp leading to or from the aircraft.

#### **6.7.3.3 Approved PEDs for Use Onboard At All Times, with No Restrictions**

- Portable voice recorders
- Hearing aids, pacemakers, and other approved electronic medical devices
- One-way pagers (capable of receiving signals only)
- Electric shavers
- Electronic / digital watches
- FAA approved portable oxygen concentrators (POCs) that meet Federal rules.

#### **6.7.3.4 Prohibited PEDs Not Approved for Use at ANY Time Onboard**

- AM/FM transmitters and receivers (including televisions and radios)
- Bluetooth accessories (e.g. wireless mice, keyboards, headphones)
- Electronic, simulated smoking materials (e.g. cigarettes, pipes, cigars)
- Personal air purifiers
- Remote control devices or toys
- Two-way communication devices (unless otherwise permitted pursuant to this section)

#### **6.7.4 Electronic Cigarettes (E-cigarettes)**

- a) Due to their potential to overheat or cause fire when activated, as determined by the FAA and ICAO, electronic cigarettes, personal

vaporizers or any battery-powered portable electronic smoking device ("E-cigarettes") are not permitted in any checked baggage, including gate-checked baggage, or in any external baggage compartment of the aircraft. Please inform an Air Choice One<sup>SM</sup> agent if you have e-cigarettes in any of your baggage.

- b) Use of e-cigarettes onboard the aircraft remains prohibited at all times.
- c) Recharging of the e-cigarettes and/or the batteries on board the aircraft remains prohibited at all times.
- d) E-cigarettes carried onboard must not exceed a Watt-hour rating of one-hundred (100) Wh.

#### **6.7.5 Batteries (Lithium/Non-Lithium)**

When Installed in Devices to be Transported. When installed in devices intended for use, batteries are permitted so long as the following limitations are met.

Batteries must not be damaged. EACH battery must not exceed the following:

- a) For lithium metal batteries, lithium content of two (2) grams,
- b) For lithium ion (rechargeable) batteries, a Watt-hour (Wh) rating of one-hundred and sixty (160) Wh. (There is an exception for lithium ion powered mobility devices for disabled Passengers, when applicable for the aircraft based on size and space requirements. See Wheelchairs and Other Assistive-Related Devices.)

---

**PROHIBITED AT ALL TIMES:**

- a) Self-Balancing Recreational Mobility Devices ("hoverboards"). Because of the risk of igniting, lithium battery-powered self-balancing recreational mobility devices are never accepted for transport on any Air Choice One<sup>SM</sup> flight under any conditions.
- b) Samsung Galaxy Note 7. As prohibited by the DOT on any flight.

**6.7.6 Spare Batteries (Lithium/Non-Lithium).**

Lithium and non-lithium dry batteries carried for personal use are permitted if protected from damage and ability to short circuit subject to restrictions herein. Car, boat, aircraft and motorcycle batteries and all wet batteries (see exception for Assistive Devices) are not permitted.

Because batteries present a risk of both igniting and fueling fires in aircraft cargo/baggage compartments, spare batteries are not permitted in any checked baggage, including gate-checked baggage, or in any external baggage compartment of the aircraft. Please inform an Air Choice One<sup>SM</sup> agent if you have any spare batteries (especially lithium batteries) in any of your baggage.

Spare lithium batteries may be carried if the battery's electrical connections (or "contacts") are protected from contact with metal or other batteries. The battery must be individually protected so as to prevent short circuits (by placement in original retail packaging or by otherwise insulating terminals, e.g., by taping over exposed terminals or placing each battery in a separate plastic bag or protective

pouch). Batteries must not be damaged. EACH battery must not exceed the following:

- a) For lithium metal batteries, a lithium content of two (2) grams; or
- b) For lithium ion (rechargeable) batteries, a Watt-hour (Wh) rating of one-hundred (100) Wh.
- c) For lithium ion batteries, batteries which are greater than one-hundred (100) Wh may be carried ONLY if (1) there are no more than two batteries AND (2) each battery is not greater than one-hundred and sixty (160) Wh.

#### **6.7.7 Smart Bags**

Lithium batteries must be removed from any bag which constitutes a "Smart Bag" and carried in accordance with Air Choice One's rules in this Contract of Carriage for Spare lithium batteries. Smart Bags with non-removable lithium batteries are not accepted for transport on any Air Choice One<sup>SM</sup> flight.

#### **6.7.8 Dry Ice**

Must contact operator in advance.

#### **6.7.9 Wet Ice**

Must contact operator in advance.

#### **6.7.10 Liquor**

For alcoholic beverages up to seventy (70) percent alcohol by volume there is a limit of five (5) liters (1.3 gallons) per Customer that may be accepted as checked

baggage, or that may be gate checked if purchased after completing security screening at the checkpoint (Duty Free). Packaging must be in receptacles smaller than five (5) liters. Alcoholic beverages more than seventy (70) percent alcohol by volume (140 proof) will not be accepted. There is no additional fee for the carriage of alcohol on international flights (including flights from the USVI to the US) when it is purchased as part of an established and recognized "duty free shopping" program. Alcohol containing twenty-four percent (24%) or less alcohol by volume (e.g. beer, wine) is not subject to hazardous materials limitations. Customs and TSA regulations may impose different limitations and fees.

#### **6.7.11 Firearms and Ammunition**

Federal law provides that no person shall carry a deadly or dangerous weapon, either concealed or unconcealed, aboard any Air Choice One<sup>SM</sup> aircraft except: (1) employees or officials of a municipality or State, or the United States, who are authorized to carry firearms (e.g. FBI, Secret Service, LEO prisoner escort, Federal Air Marshall) or (2) crewmembers and other persons authorized by Air Choice One<sup>SM</sup> to carry firearms. Appropriate documentation and identification will be required of any Passenger traveling under this provision. More restrictive provisions may apply for Passengers traveling pursuant to interline or codeshare agreements arranged by Air Choice One<sup>SM</sup> with partner airlines.

Firearms (including all BB guns (regardless of presence or absence of propellant), flare pistols and the like) that are unloaded and encased in a hard-sided suitable locked container may be carried as checked baggage. All firearms to

be checked in this manner must be declared by the Customer (who must be 18 years or older) in writing through the completion of a declaration tag.

Ammunition must be securely packaged in a container made of durable fiber, wood or metal, or in the manufacturer's original package, and placed inside checked baggage. This may be within the same container used to store the firearm.

Ammunition checked in this manner must not exceed ten (10) pounds per Passenger. The Passenger will be required to complete the applicable declaration forms.

The Customer must make all arrangements and assume full responsibility and expense for complying with applicable laws, customs and/or other governmental regulations, requirements, or restrictions of the country, state or territory to and from which the firearm/ammunition is being transported.

#### **6.7.12 Smoking**

Smoking is prohibited on all Air Choice One<sup>SM</sup> flights. The use of electronic, simulated smoking materials (cigarettes, pipes, cigars) is also prohibited.

#### **6.7.13 Summary Chart**

The FAA's PackSafe website:

[http://www.faa.gov/about/initiatives/hazmat\\_safety/](http://www.faa.gov/about/initiatives/hazmat_safety/)

This website contains detailed information on restrictions on what can and cannot be transported on board any aircraft. Further restrictions imposed by Air Choice One<sup>SM</sup> (e.g. Air Choice One<sup>SM</sup> cannot carry any quantity of personal defense



spray or any equipment that previously contained fuel even through the fuel has been drained) and our partner airlines are found in this document and in our partner's Contracts of Carriage and web sites. Please also remember that TSA or other regulators may have further limitations. It is your responsibility to ensure your baggage conforms to all applicable restrictions.

## **6.8 Wheelchairs and Other Assistance-Related Devices**

### **6.8.1 Wheelchairs and Other Mobility Assistive Devices**

#### **6.8.1.1 General**

One wheelchair or mobility assistive device per Passenger will be accepted and transported at no additional charge. Early check-in is recommended for all Passengers with assistive devices so that there is adequate time to load the device on board and offer any special assistance that may be needed.

#### **6.8.1.2 Aircraft-based Limitations**

Due to space limitations of the aircraft, only collapsible, non-motorized wheelchairs (and other non-battery-powered mobility assistive devices) are accepted. Wheelchairs and other mobility assistive devices are assigned the highest boarding priority and every reasonable effort will be made to transport all customer wheelchairs and other mobility assistive devices on the same flight as the Customer. There may be times, however, when space, weight and safe storage constraints may limit the number of devices which may physically and safely fit onto a particular aircraft. When this happens, we will coordinate with the Customer and offer the best solution available.

### **6.8.2 Strollers and Wagons**

One collapsible stroller or folding/collapsible wagon per Passenger will be accepted as additional free baggage allowance as checked baggage. Jogger strollers are not permitted due to aircraft storage limitations.

### **6.8.3 Infant- or Child-Safety Seats (also known as "CRS" or "CARES").**

#### **6.8.3.1 General**

The FAA strongly urges the use of a CRS for every child on every flight, as it is the safest place for a child when flying. One infant- or child-safety seat (also known as a child safety restraint system "CRS" or Child Aviation Safety Restraint System "CARES") per passenger will be accepted as additional free baggage allowance, as checked baggage, or for use in the aircraft cabin. CRS's accepted for use onboard must be government-approved for use in aircraft by the FAA or other authorized government agency, have a harness which attaches the child to the CRS, be fitted with a hard seat, and attach directly to the aircraft seat. The accompanying passenger is responsible for ensuring that the CRS functions correctly, that the child does not exceed the CRS's limitations, that the child is properly secured in the CRS and that the CRS is secured to the aircraft seat. Air Choice One<sup>SM</sup> does not reserve space for a CRS unless a ticket has been purchased for the child. If the CRS is not government-approved for use onboard an aircraft, it may not be used, but be carried as checked baggage. Additional helpful guidance may be found at:

**6.8.3.2 Aircraft-based Limitations**

CRS's are approved for use in the aircraft cabin on all aircraft that allow proper connection and restraint.

**6.8.3.3 Customer with Special Needs**

Most young children who use a CRS weigh forty-four (44) lbs. (20 kg) or less. However, there are some children with physical challenges who weigh more than forty-four (44) lbs. (20 kg) and need the support and security of a CRS so they can travel safely on an aircraft. Use of a government-approved CRS which is properly labeled, appropriate for the child's weight, and properly secured to the aircraft is permitted.

Adults (18 years or older) who have physical challenges that require the support and security of a CRS may request an exemption to the FAA's regulations that require each passenger to be properly secured by a safety belt. See [faa.gov](https://www.faa.gov) for more information on this exemption as well as further advice on the safe use of CRS's onboard.

**6.8.3.4 Wearable Defibrillator Life Vests**

Unless otherwise prohibited herein, Passengers are permitted to wear Wearable Defibrillator Life Vests on board all Air Choice One<sup>SM</sup> aircraft.

### **6.9 Pets**

#### **6.9.1 General**

Pets are accepted for transport subject to a service charge (unless otherwise specified in this Contract of Carriage or in the applicable tariff) and other conditions as noted herein. Air Choice One<sup>SM</sup> reserves the right to refuse carriage of pets at any time. For clarification purposes, acceptance of "Service Animals" is governed by the policy on "Service Animals" and not this policy on "Pets".

#### **6.9.2 Accepted In-Cabin Pets**

Unless otherwise noted herein, Air Choice One<sup>SM</sup> accepts domesticated cats and dogs, for transport in-cabin when accompanied by the customer.

#### **6.9.3 Advance Reservations and Conditions of Carriage**

Advance reservations are required. See "Advance Reservations" section under Service Animals for more information on reservations and boarding priority of live animals (Service Animals or Pets).

#### **6.9.4 Must be Accompanied by Passenger**

All pets must be accompanied by a traveling Passenger who is the owner or a designee who assumes full responsibility for the animal. Air Choice One<sup>SM</sup> will not transport pets as unaccompanied freight.

#### **6.9.5 Limitations with Connecting Flights**

Customers must check and retrieve their pets planeside for each Air Choice One<sup>SM</sup> flight. Pets will not be automatically transferred between connecting Air Choice One<sup>SM</sup> flights. Air Choice One<sup>SM</sup> will not transfer pets to other airlines - Customers must make their own arrangements directly with other airlines for connecting flights (interline and/or codeshare) with other carriers. When making such arrangements individually with each carrier, please keep in mind that different policies, including carrier sizes and fees, may apply for each carrier.

### **6.9.6 Approved Kennels and Carriage**

#### **6.9.6.1 Kennel Requirement**

Except as otherwise provided in this section, a soft or hard-sided kennel suitable for transport of the pet is required to transport the pet to the aircraft and to contain the pet within the cabin. It is the obligation of the Customer to provide such kennel. The maximum kennel size is 27" x 20" x 19". A pet should be able to stand up and turn around comfortably in a properly-sized kennel. Multiple pets may be transported within the same kennel providing this standard is met for both animals and it is deemed safe in the sole discretion of Air Choice One<sup>SM</sup>. For clarity, cats and dogs must be kenneled or caged when accepted for travel in all circumstances.

### **6.9.7 Embargoes and Limitations**

Seasonal or route-specific restrictions, or "embargoes," may apply depending upon the aircraft size and/or the codeshare partner policy in place at any point in time. Embargoes below are subject to change without notice.

### **6.9.8 Health and General Condition**

- a) The pet must be harmless, odorless, inoffensive and suitable for in-cabin transport as determined by Air Choice One<sup>SM</sup> in its sole discretion. A Customer assumes full responsibility for the safety, well-being and conduct of his or her pet while on-board the aircraft.
- b) Air Choice One<sup>SM</sup> assumes no responsibility for the impaired health or death of the pet due to illness or injury when the pet has been handled by Air Choice One<sup>SM</sup> with ordinary standards of safety and care or when Air Choice One<sup>SM</sup> has acted in the interests of the entire flight such as in an emergency or a Force Majeure Event.

#### **6.9.9 Compliance with Applicable Laws**

The Customer must make all arrangements and assume full responsibility and expense for complying with applicable laws, customs and/or other governmental regulations, requirements, or restrictions of the country, state or territory to and from which the pet is being transported. Upon arrival, health certificates, import permits, and other papers may be required by local authorities (particularly and frequently required for travel beyond the domestic United States), depending upon the route on which the pet is traveling.

#### **6.9.10 Service Animals**

Service Animals accompanying disabled Customers or government officials and animals used for emotional support are accommodated on all flights at no additional charge to the Customer, subject to the policy herein. (See Service Animals under section entitled "Acceptance of Customers").

## **6.10 Restrictions Due to Federal Law: Marijuana**

Despite recent changes in local State laws, Federal law does not allow any kind of marijuana, medical or recreational, onboard commercial aircraft or in the secure locations of any airport terminal, beyond TSA screening. Accordingly, Air Choice One<sup>SM</sup> does not permit the transport of marijuana on any of our flights. For more information regarding this Federal prohibition, please refer to <https://www.tsa.gov>.

## **7 Acceptance of Customers**

### **7.1 Refusal to Transport**

Air Choice One<sup>SM</sup> may refuse to transport, or may remove from the aircraft at any point, any Customer(s) as noted in the following paragraphs:

#### **7.1.1 Government Request, Regulations or Security Directives**

When necessary to comply with government regulations, Customs and Border Protection, government or airport security directives, or any governmental request involving emergency transport;

#### **7.1.2 Safety**

When necessary for the safety of themselves, other Passengers, or members of the crew, including but not limited to:

- a) Customers or Customers' Service Animals (including Emotional Support Service Animals) whose conduct is disorderly, offensive, abusive or violent;
- b) Customers who fail to comply with or interfere with the duties of the members of the flight crew, federal regulation, or security directives;
- c) Customers who assault any Air Choice One<sup>SM</sup> employee or any Air Choice One<sup>SM</sup> Passenger;
- d) Customers who, through and as a result of their conduct, cause a disturbance such that the Captain or member of the crew must leave his or her seat to attend to the disturbance;
- e) Customers who are barefoot or not properly clothed;
- f) Customers who appear to be intoxicated or under the influence of drugs to a degree that the Customer may endanger him/herself, another Passenger, or a member of the crew (other than a Qualified Individual with a Disability whose appearance or involuntary behavior may make him/her appear to be intoxicated or under the influence of drugs in which case boarding will not be denied);
- g) Customers wearing or possessing on or about their person concealed or unconcealed deadly or dangerous weapons, provided however that Air Choice One<sup>SM</sup> will carry law enforcement personnel who meet the exceptions under the Section on Firearms and Ammunition;
- h) Customers who are unwilling or unable to follow Air Choice One's policy on smoking or use of other smokeless materials;



- i) Customers who are unable to sit in a seat with a seat belt properly secured in the manner required by Air Choice One's regulatory agencies;
- j) Customers who appear to have symptoms of or have a communicable disease or condition that could pose a direct threat to the health or safety of others on the flight, or who refuse a screening for such disease or condition, or have an offensive odor such as from a draining wound (Note: Air Choice One<sup>SM</sup> requires a medical certificate for Customers who wish to travel under such circumstances)
- k) Customers who fail to travel with the required safety assistant(s) pursuant to this Section, Acceptance of Customers;
- l) Customers who do not qualify as acceptable Non-Ambulatory Passengers pursuant to this Section, Acceptance of Customers;
- m) Customers who have or cause a malodorous condition (other than individuals qualifying as disabled);
- n) Customers who have in the past refused to comply with Air Choice One's rules, disrupted Air Choice One's operations or abused Air Choice One's employees;
- o) Customers who have resisted or may reasonably be believed to be capable of resisting custodial supervision;
- p) Customers who are incapable of completing a flight safely, without requiring extraordinary medical assistance during the flight (Note: Air Choice One<sup>SM</sup> requires a medical certificate for Customers who wish to travel under such circumstances.)

---

**7.1.3 Breach of Contract of Carriage**

When there is a failure to observe the rules of the Contract of Carriage;

**7.1.4 Force Majeure and Other Unforeseeable Conditions**

Whenever such action is necessary or advisable by reason of weather or other conditions beyond Air Choice One's control including but not limited to acts of God, Force Majeure Events, strikes, or disturbances, whether actual, threatened or reported;

**7.1.5 Proof of Identity**

When the Customer refuses a request to produce proof of identify satisfactory to Air Choice One<sup>SM</sup> or the Customer's identity mismatches his or her ticket information;

**7.1.5.1 All Passengers**

- a) All furnished identification must be current and in the name of the passenger; common abbreviated names (for example, Beth for Elizabeth, Chuck for Charles, Kathy for Kathleen, Bill for William, Sue for Susan, and Stan for Stanley) are acceptable.
- b) Photocopy, faxed, email and/or electronic copies are not an acceptable form of identification.
- c) Weapon permits are not an acceptable form of identification.
- d) Shot records are not an acceptable form of identification.

**7.1.5.2 Passengers Eighteen (18) and over**

- a) One (1) piece of valid, government-issued photo identification, or
- b) Two (2) other pieces of identification, at least one (1) of which must be issued by a government authority (for example, birth certificate or social security card).

Air Choice One<sup>SM</sup> recommends that all passengers carry their government issued identification containing their date of birth, as Air Choice One<sup>SM</sup> reserve the right to request proof of age for all passengers.

**7.1.6 Failure to Pay**

When the Customer has not paid the appropriate fare, or produced satisfactory proof to Air Choice One<sup>SM</sup> that the Customer is an authorized non-revenue Passenger or has engaged in a Prohibited Practice Related to Tickets (see Section, Cancellation of Reservations).

**7.1.7 Across International Boundaries**

Whenever government required travel documents appear not to be in order according to Air Choice One's reasonable belief or such Customer's embarkation from, transit through, or entry into any country from, through or to which such Customer desires transportation would be unlawful or denied for any reason.; or

**7.1.8 Search of Passenger or Property**

When the Customer refuses to submit to electronic surveillance or to permit search of his or her person or property.

Air Choice One<sup>SM</sup> is not liable for its refusal to transport any Customer or for its removal of any Customer in accordance with this Section. A Customer who is removed or refused transportation may be eligible for a refund, upon request, as the Customer's sole and exclusive remedy. Any Customer who, by reason of engaging in the above activities in this Section, causes Air Choice One<sup>SM</sup> any loss, damage or expense of any kind, consents and acknowledges that he or she shall reimburse Air Choice One<sup>SM</sup> for any such loss, damage or expense. Air Choice One<sup>SM</sup> has the right to refuse, on a permanent basis, any Customer who, by reason of engaging in the above, causes Air Choice One<sup>SM</sup> any loss, damage or expense of any kind, or has been disorderly, offensive, abusive or violent.

## **7.2 Disabled Individuals and Passengers Requiring Assistance**

### **7.2.1 General**

It is the policy of Air Choice One<sup>SM</sup> to provide equal opportunity for all would-be travelers. Accordingly, Air Choice One<sup>SM</sup> will not refuse to provide transportation to, or discriminate against, a disabled individual, who may be transported in accordance with the Company's FAA-approved operating procedures, on the basis of his or her disability. Air Choice One<sup>SM</sup> may refuse to provide transportation to any Customer whose carriage may impair the safety of the flight in accordance with the provisions of this contract, and may refuse to provide transportation to any Customer whose carriage would violate federal regulations (including FAA and TSA regulations) or the Company's FAA-issued operating manuals. In exercising this

authority, however, Air Choice One<sup>SM</sup> personnel will not discriminate against any disabled individual solely on the basis of his or her disability.

Although the small size of many of our aircraft may limit some of our flexibility (e.g. inability to fit non-collapsible electric wheelchairs), we will accommodate our Customers' special needs to the greatest extent possible, with dignity and respect, and in compliance with U.S. Department of Transportation Part 382. We encourage Customers with special needs to speak with a representative of Air Choice One<sup>SM</sup> prior to booking so that we may offer appropriate guidance and support for your travel.

## **7.2.2 Guidance for Customers**

### **7.2.2.1 Assistance from Air Choice One<sup>SM</sup>**

Customers who, because of age, mental or physical condition, disability or impairment, require individual attention or consideration to enplane or deplane an aircraft or to manage oneself during the flight in normal operations or emergency conditions, will be afforded reasonable assistance by Air Choice One<sup>SM</sup> employees. This assistance will be in a dignified, safe, professional and courteous manner and at all times Air Choice One<sup>SM</sup> will consult with the Customer about any assistance and special plans arranged on the Customer's behalf. Air Choice One<sup>SM</sup> will extend this assistance to all qualified individuals with a disability as this legal term is more broadly defined to protect all those who may otherwise suffer from discriminatory practices. This assistance may include, depending upon the limitations of the aircraft and ramp/dock, steadying a Customer or providing a helping hand as the Customer ascends or descends the step(s), assistance in getting to or from the

seat, and assistance with loading and retrieving personal or assistive devices stowed on board. Employees are not permitted, however, to lift or carry Customers on board the aircraft or assist with medical services. Should assistance beyond these measures be necessary for the Customer's safety, please refer to the Section discussing Safety Assistants in this Section. As the safest seating arrangement for Customers needing additional support may vary with the situation and with the aircraft type, Air Choice One<sup>SM</sup> may offer to pre-board the Customer or may suggest boarding the Customer last for access to the most accessible seat.

#### **7.2.2.2 Guidance for Boarding**

Customers must be physically able to ascend/descend several steps with minimal assistance to access Air Choice One<sup>SM</sup> aircraft. Physical limitations of the aircraft preclude the use of assistive devices typically available for access to larger aircraft, such as jet bridges, lifts, or boarding chairs.

### **7.2.3 Qualified Individuals with a Disability and Safety Assistants**

#### **7.2.3.1 Safety Assistants**

Customers who need additional support may travel with a safety assistant who is able to provide the extra assistance required for the Customer's safety. This support may include lifting a Customer for boarding and deplaning, so long as the weight limit of the aircraft stairs is not exceeded.

**7.2.3.2 Essential Safety Assistants Required**

Air Choice One<sup>SM</sup> will not require any individual covered by this Section to be accompanied by a safety assistant unless it is determined that such assistant is essential for safety. Air Choice One<sup>SM</sup> may require a Customer meeting any of the following criteria travel with a safety assistant as a condition of being provided air transportation in the interest of the Customer's essential safety needs. In these circumstances, Air Choice One<sup>SM</sup> will not charge for the transportation of the safety assistant:

- a) A person who, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from Air Choice One<sup>SM</sup> personnel, including the safety briefing required by 14 CFR 121.571(a)(3), (a)(4) and 135.117(b).
- b) A person with a mobility impairment so severe that the person is unable to physically assist in his or her evacuation of the aircraft; or
- c) A person who has both severe hearing and severe vision impairments if the person cannot establish some means of communication with Air Choice One<sup>SM</sup> personnel adequate to permit the transmission of the required safety briefing.
- d) If because there is not a seat available on a flight for a safety assistant whom Air Choice One<sup>SM</sup> has determined to be necessary, the individual will be eligible for denied boarding compensation. For the purposes of the determination of seat availability, the assistant will be deemed to have checked in at the same time as the Customer herein.

#### **7.2.4 Advance Reservations and Check-In**

Advance reservations and early check-in are recommended, although not required, to ensure time to coordinate the collaboration needed for the safe boarding of qualified individuals with a disability and any assistive devices.

### **7.3 Oxygen**

#### **7.3.1 Use On Board Not Permitted**

Personal oxygen supplies, canned oxygen, Continuous Positive Airway Pressure (CPAP) machines, and oxygen cylinders are not permitted to be used on board and Air Choice One<sup>SM</sup> is not authorized to provide medical oxygen. Due to safe stowage limitations, Air Choice One<sup>SM</sup> does permit the use of Portable Oxygen Concentrators (POCs) that conform to applicable Federal regulations onboard the aircraft. Please see paragraph 6.3.2.1 for further information.

#### **7.3.2 Transport on Board Requirements and Exclusions**

##### **7.3.2.1 Portable Oxygen Concentrators (POCs)**

Air Choice One<sup>SM</sup> accepts onboard the aircraft for transport as checked or personal baggage POCs that meet FAA acceptance criteria for carriage. POCs that meet the acceptance criteria for carriage onboard aircraft are identified by either:

- a) Bearing a permanent label, on the exterior of the device, in red text which states, "The manufacturer of this POC has determined this device conforms to all applicable FAA acceptance criteria for POC carriage and use onboard aircraft."; or

Commented [AB11]: ?



- b) The POC is included on the following list of POCs previously approved by the FAA for use onboard the aircraft: AirSep Focus; AirSep FreeStyle; AirSep FreeStyle 5; AirSep LifeStyle; Delphi RS-00400; DeVilbiss Healthcare iGo; Inogen One; Inogen One G2; Inogen One G3; Inova Labs LifeChoice; Inova Labs LifeChoice Activox; International Biophysics LifeChoice; Invacare Solo2; Invacare XPO2; Oxlife Independence Oxygen Concentrator; Oxus RS-00400; Precision Medical EasyPulse; Respirationics EverGo; Respirationics SimplyGo; SeQual Eclipse; SeQual eQuinox Oxygen System (model 4000); SeQual Oxywell Oxygen System (model 4000); SeQual SAROS; and VBox Trooper Oxygen Concentrator.
- c) POCs which do not conform to the above acceptance criteria may be transported as a portable electronic device (PED) so long as they do not contain any hazardous materials and are transported in accordance with all of the rules which apply to the carriage of a PED (e.g. battery policies, etc.).

#### **7.3.2.2 Personal oxygen cylinders and canned oxygen**

These are not permitted onboard the aircraft for transport at any time, as checked baggage, personal baggage, or carried on board the aircraft. Customers connecting to or from other airlines should take particular note of this restriction.

#### **7.3.2.3 Continuous Positive Airway Pressure (CPAP) machines**

These are permitted onboard the aircraft for transport as checked or personal baggage.

### **7.3.2.4 Nebulizers**

Approved devices can be used on board. Device must be labeled by manufacturer as FAA-approved. Non-approved devices can be carried but not used so long as limits for lithium batteries and other requirements are met.

### **7.3.3 Additional Baggage Allowance**

For any device that may be transported in accordance with this section, although the device must not exceed size and weight requirements as noted in our Section on Baggage, these devices are assistive devices for Customers with disabilities. As such, they do not count toward baggage allowance limits.

### **7.3.4 Connecting Customers**

When connecting to or from any flight, including interline and codeshare partners, the Customer is responsible for notifying and making independent arrangements directly with the other airline.

## **7.4 Medical Transport**

Air Choice One<sup>SM</sup> does not provide air ambulance or in-flight patient care services, and is unable to accommodate stretchers on board scheduled flights.

## **7.5 Service Animals**

### **7.5.1 General**

Air Choice One<sup>SM</sup> makes all reasonable accommodation for Service Animals (see definition) to accompany Passengers in the aircraft cabin free of charge subject to the conditions in this section. These conditions are based on limitations due to the size and nature of the aircraft and the safety of all on board.

---

**7.5.2 Advance Reservations**

Advance reservations are required. For safety reasons, Air Choice One<sup>SM</sup> is only permitted to transport one live animal (that is, Service Animal or pet) per aircraft unless the live animals are from the same family. Only one live animal per aircraft may be booked confirmed space. Multiple live animals from the same family are permitted on the same aircraft; however it is possible that, due to space or weight constraints, the Passenger and live animals may not be able to be accommodated on any particular flight. Live animals are approved and carried on a first-come, first-served basis. Should a live animal have a confirmed booking but a Passenger with a Service Animal request to be boarded, Air Choice One<sup>SM</sup> will seek out all alternatives available including offering the Passenger with the pet confirmed space on the next available flight to accommodate the Service Animal. Only if no options are available will Air Choice One<sup>SM</sup> offer the less desirable alternative to the Passenger with the Service Animal of traveling on a later flight.

**7.5.3 Limitations and Exclusions****7.5.3.1 Size and Weight**

For most of our aircraft, there is no size or weight limit for a Service Animal; However, Customers with large or unusually-shaped Service Animals used for emotional support are encouraged to contact Air Choice One<sup>SM</sup> in advance to be sure the live animal can be safely transported on board our relatively small-sized aircraft.

---

**7.5.3.2 Safety-based Limitations and Exclusions**

Unusual animals/reptiles which pose unavoidable safety and/or public health concerns, such as snakes, other reptiles, rodents and spiders, will not be accepted for transport. Service Animals used for emotional support, although are not typically trained to do a specific task, must be trained to behave properly in a public setting.

A Service Animal will be denied boarding or removed from the flight if the animal cannot be contained by the Passenger or otherwise exhibits behavior that poses a threat to the health or safety of other Passengers or a significant threat of disruption.

**7.5.3.3 Compliance with Laws**

Regulations at the Passenger's final or intermediate destination(s) may apply and impose further requirements or restrictions. The Passenger assume full responsibility for compliance with all government requirements, regulations, or restrictions, including entry permits and required health certificates of the country, state, or territory from and/or to which the animal is being transported. Please be advised that local quarantine requirements may apply and Customers should consult local quarantine regulations in advance.

**7.5.4 Harnesses and Carriage Generally**

Service Animals must be secured with a harness and leash and remain under the direct control of the Passenger at all times. The Service Animal must not obstruct emergency exit rows, aisles, or any other area that must remain clear in order to facilitate an emergency evacuation. Service Animals may not occupy a seat. A Air

Choice One<sup>SM</sup> agent will determine the appropriate seating arrangement and will assist with securing the Service Animal on board.

#### **7.5.5 Identification and Other Requirements for Acceptance**

Air Choice One<sup>SM</sup> will accept as evidence that the animal is a Service Animal such items as identification cards, other written documentation, and the type of harness or markings on the harness, tags, or other credible assurances.

Passengers requesting to travel with a Service Animal that is used as emotional support must additionally provide documentation that is not older than one year from the date of the initial flight on the letterhead of the a licensed mental health professional stating the following:

- a) the Passenger has a mental or emotional disability recognized by the Diagnostic and Statistical Manual of Mental Disorders- Fourth Edition (DSMIV);
- b) the Passenger needs the emotional support animal as an accommodation for air travel and/or for activity at the Passenger's destination;
- c) the individual providing the assessment is a licensed mental health professional and the Passenger is under his or her professional care; and
- d) the date and type of the mental health professional's license and the state or jurisdiction in which it was issued. Air Choice One<sup>SM</sup> reserves the right to authenticate any documentation presented.

For Customers traveling on a connecting itinerary with Air Choice One<sup>SM</sup> and another airline, please contact our partner airline prior to travel as most have

additional notification and documentation requirements that must be met to bring an emotional support animal on board a connecting flight.

#### **7.5.6 Responsibility of the Passenger/Handler**

The Passenger assume full responsibility for the safety, well-being, and conduct of its Service Animal, including the interaction of the Service Animal with other Passengers who may come in contact with the animal while on board the aircraft.

#### **7.6 Customer Resolution and Air Carrier Access Act**

At any time during the course of travel, Customers with disabilities can contact our Customer Relations Office to answer questions and help resolve complaints, disagreements, or alleged violations related to Department of Transportation regulations. See our section on "Customer Relations" for contact information, or visit our web site.

You can obtain a copy of this regulation in an accessible format from the Department of Transportation by any of the following means:

- By telephone: Toll-Free Hotline for Air Travelers with Disabilities  
1-800-778-4838 (voice)  
1-800-455-9880 (TTY)
- By telephone: Aviation Consumer Protection Division  
202-366-2220 (voice)  
202-366-0511 (TTY)

- By mail: Air Consumer Protection Division  
C-75, US Dept. of Transportation  
1200 New Jersey Ave., SE. Washington, DC 20590
- By web: Aviation Consumer Protection Division's Web site  
<https://www.transportation.gov/individuals/aviation-consumer-protection/traveling-disability>

## 7.7 Unaccompanied Minors ("UM")

### 7.7.1 General

We welcome young Customers on our flights, but, for their safety, have policies about when a minor can travel alone and when an adult must accompany the child during travel. Unaccompanied minors will not be accepted for international travel.

### 7.7.2 Age and Requirements

Age of Minor Traveling Alone*	Rule
Minors < five (5) years	Not accepted for travel if traveling alone*
Minors five (5) – twelve (12) years, Unaccompanied Minor Rule applies	Accepted for travel on non-stop Air Choice One <sup>SM</sup> (3E-only) marketed flights under the rules and requirements for travel as an Unaccompanied Minor. No online or interline connections permitted.
Minors or adults > thirteen(13)years	Parents or guardians may request any person to be escorted as an Unaccompanied Minor per the Unaccompanied Minor rules on non-stop Air Choice One <sup>SM</sup> (3E-only) marketed flights.

"Traveling Alone" means a minor traveling physically unaccompanied or traveling with a Passenger who is not at least the age of a "Young Traveler" as defined in Section 6.8.

---

**7.7.3 Service Charge and Fares**

UM's must pay the applicable UM Service Charge\*; in addition, to the required normal travel fares paid at the time their reservation was made. (\*UM Service Charge of two-hundred dollars per hour (\$200/hour) will apply in the event parent/legal guardian is not present to conduct and/or accept physical custody transfer of the UM prior to boarding or upon arrival at destination airport.

**7.7.4 Connecting Itineraries**

Unaccompanied Minors are not accepted for interline connecting itineraries, including to/from codeshare partners.

**7.7.5 Positive Identification for Custody**

The Unaccompanied Minor must be brought to the airport by a parent, guardian or responsible adult, provide Air Choice One<sup>SM</sup> with the name, address and phone number of the parent, guardian or responsible adult who will meet the Unaccompanied Minor at the destination airport, and remain with the Unaccompanied Minor until the flight is boarded. Appropriate identification must be presented to Air Choice One<sup>SM</sup> before the Unaccompanied Minor will released into the custody of the designee at the final destination. We recommend checking-in early to ensure there is adequate time to complete the required paperwork.

**7.7.6 Refusal to Transport**

The welfare of Unaccompanied Minors is a matter we take very seriously. Air Choice One<sup>SM</sup> reserves the right to refuse transportation if the Company believes there is a significant chance that the flight on which the Unaccompanied Minor holds a reservation may be delayed or terminate at an airport other than the intended



destination. Unaccompanied minors cannot travel on the last flight of the day without a return flight. The flight must be a direct flight without stops.

#### **7.7.7 Flight Cancellations and Diversions**

In the event of flight cancellation, diversion, substantial delay or other irregularity within the Air Choice One<sup>SM</sup> route system, the agent in charge or crew member will retain custody of the Unaccompanied Minor until that custody is transferred to an Air Choice One<sup>SM</sup> agent or the parent, guardian or responsible adult named on the UM paperwork. In the event of a flight diversion to an airport not staffed by Air Choice One<sup>SM</sup> personnel, Air Choice One<sup>SM</sup> will make every effort to contact the parent, guardian or responsible adult identified on the UM Form to coordinate agreeable and suitable arrangements. Air Choice One<sup>SM</sup> personnel will retain custody of the Unaccompanied Minor until such arrangements are coordinated.

#### **7.7.8 Air Choice One<sup>SM</sup> Assumes No Additional Responsibility**

Air Choice One<sup>SM</sup> assumes no responsibilities for Unaccompanied Minors beyond those applicable to an adult Customer.

### **7.8 Young Travelers**

#### **7.8.1 General**

Young Travelers are young adults between thirteen (13) and seventeen (17) years who may travel independently, as adults, on Air Choice One<sup>SM</sup> (3E-only) marketed flights. Escort services like those provided for Unaccompanied Minors are generally not provided for Young Travelers.

---

**7.8.2 Connecting Itineraries**

The minimum age requirement for traveling alone varies and Customers must consult connecting airlines directly to ensure that the Young Traveler connecting to or from Air Choice One<sup>SM</sup> will be accepted for independent travel on our interline or codeshare partner airline.

**7.8.3 When Accompanying Minors**

Minors who travel on Air Choice One<sup>SM</sup> (3E-only) marketed flights with a Young Traveler are not “unaccompanied” or “traveling alone” and therefore are not subject to the rules for travel as an Unaccompanied Minor. Please be sure to consult with any connecting carrier as a partner airline may or may not permit a Young Traveler to serve as an accompanying adult for a minor.

**7.9 Infants**

Under two (2) years of age, infants are accepted at no additional charge if seated on the lap of an adult Passenger. Proof of age of the infant Passenger may be required. An FAA or aircraft-approved infant or child-safety car seat may be used on board when a seat is purchased for the infant. For some destinations (typically international) even when an infant travels free of charge, government taxes may apply. Travel by air for infants less than fourteen (14) days of age is not recommended and we suggest Customers consult their physicians for further guidance. Infant travel policies differ for each airline partner so it's important to check with each individual airline if you have a connecting itinerary.

---

**7.10 Traveling while Pregnant**

Travel during the ninth (9<sup>th</sup>) month of pregnancy is not recommended and we suggest Customers consult their physicians for further guidance. We prefer any woman traveling while pregnant present a certificate from a doctor stating that the Customer has been examined and has been found to be physically fit for air travel during the specified time, and that the estimated date of delivery is after the date of the flight. It's best to consult a physician within seventy-two (72) hours of time of departure to have the most current information. Travel policies may differ for each airline partner so it's important to check with each individual airline if you have a connecting itinerary.

**7.11 Customers of Size Requiring Additional Space on Board the Aircraft**

To ensure that all Customers have access to safe and comfortable seating on board, we are providing the below guidance.

The design of the seat belt system for our aircraft does not permit Customers to sit on or between two seats and/or use seat belts adjacent to different seats to secure themselves during flight. For this reason, each Customer must be able to sit in one seat and use the seat belt intended for the seat in which he or she is seated. Seat belt extenders, generally extending the length of a seat belt up to twenty-four (24) inches (61 cm), may be available for Customers who may need to lengthen the size of the belt. The entrance door for each aircraft, width of each seat, and seat belt capacity may be used as a guide when determining whether someone may be safely accommodated on board our aircraft.

Customers of size must be able to be transported without compromising the safety of themselves or other Passengers on board the aircraft; however Air Choice One<sup>SM</sup> will not refuse to provide transportation to any Customer solely because a Customer's size results in an inconvenience to crewmembers or other Passengers.

## **7.12 Traveling with Prisoners**

### **7.12.1 General**

When a law enforcement agency needs to transport a prisoner with an armed Law Enforcement Officer (LEO), Air Choice One<sup>SM</sup> must be notified twenty-four (24) hours prior to the scheduled departure time, or, if not twenty-four (24) hours, as far in advance as possible. This notification must include (1) the identity of the prisoner and (2) whether the prisoner is considered "high-risk" or "low-risk". The armed LEO escorting a prisoner must arrive at least 1 hour prior to the scheduled departure time so that all required paperwork and steps are completed before the flight is boarded. Prisoners must be restrained from full use of their hands as appropriate and required by Air Choice One's operating manuals. When connecting to or from any flight, including interline and codeshare partners, the Customer is responsible for notifying and making independent arrangements directly with the other airline.

---

## 8 Cancellation of Reservations

### 8.1 Liability Limitations

Air Choice One<sup>SM</sup> is not liable for any consequential, compensatory or other damages when cancellations occur (for both confirmed and unconfirmed reservations) in accordance with this rule.

### 8.2 Airport Check-in, Show Times, and Re-check Requirements

#### 8.2.1 General

All Customers must check-in and/or arrive at the Air Choice One<sup>SM</sup> ticket counter within the guidelines provided in the below chart. Check-in may occur with an Air Choice One<sup>SM</sup> agent at the Air Choice One<sup>SM</sup> departure ticket counter, online at [www.airchoiceone.com](http://www.airchoiceone.com), when available, or with a partner airline with whom we offer the ability to check- through to your final destination.

#### 8.2.2 Re-Check Requirement when Connecting to Air Choice One<sup>SM</sup>

Customers who receive boarding passes through [www.airchoiceone.com](http://www.airchoiceone.com) or a partner airline must re- check with an Air Choice One<sup>SM</sup> agent at least thirty (30) minutes prior to scheduled departure time. This provides us the opportunity to gather information required to perform our weight and balance and to manage any baggage you may be carrying. This re-check may occur at the departure gate or ticket counter.

---

**8.2.3 Boarding Times**

All Air Choice One<sup>SM</sup> flights board approximately ten to fifteen (10 – 15) minutes before departure time. Passengers must be checked-in, re-check (if applicable), and then be present and ready to board twenty (20) minutes prior to scheduled departure time.

**8.2.4 Failure to Check-In, Re-Check, or be ready to Board as Recommended**

Failure to check-in, arrive at our ticket counter, re-check, or be present for boarding within the recommended guidelines as provided in this section jeopardizes our ability to depart as scheduled, on-time. As a result, any Passenger who fails to meet these guidelines is subject to having his or her flight reservation cancelled, including connecting and return reservations within the same itinerary.

If you are checking bags, failure to observe these minimum times may result in insufficient screening time by the airports and your bag may not be delivered to us in time for your flight

In addition, although we do our best to plan for carriage of both Passengers and their bags for every flight, sometimes actual weights exceed these planning limits and measures must be taken to manage the circumstances at hand. Weather or other flight planning conditions may also require the carriage of additional fuel further limiting our ability to carry all that we originally planned for each Passenger. In these instances, Passengers who check-in or re-check after the recommended times and any Excess Baggage are the most likely to be re-accommodated on another Air Choice One<sup>SM</sup> flight.

**8.2.5 Guideline Chart**

The guidelines are only a recommendation based on the best information available at the time of publication. Conditions may vary by airport, date of travel or during peak travel times. Air Choice One<sup>SM</sup> is providing general guidance to assist in decision-making and offers no guarantees to Customers complying with these recommendations; however, failure to observe these guidelines may subject the Passenger to the ramifications as described in this section. It is the Customer's responsibility to arrive at the airport with enough time for all airline and airport processing requirements to be met.

Departing From	Airport Check-in Time
Domestic Departures: Atlanta Chicago Minneapolis Saint Louis	Check-in at least <b>45 minutes</b> before departure
All Departures from All Other Cities	Check-in at least <b>30 minutes</b> before departure
Customers who receive boarding passes through <a href="http://www.airchoiceone.com">www.airchoiceone.com</a> or a partner airline must re-check with an Air Choice One agent at least <b>30 minutes</b> before departure	

**8.3 Failure to Use Each Flight Segment**

Air Choice One<sup>SM</sup> tickets are priced and sold based on the itinerary and not as individual flight segments. If the Customer foresees a change or must make a change to an itinerary while enroute, he or she must contact Air Choice One<sup>SM</sup>, or the original ticketing representative, to determine how this may affect the ticket and remaining travel plans. Failure to do so may result in cancellation of all or part of the itinerary or forfeiture of the partial or total value of the ticket.

---

**8.4 No Show Customers**

Air Choice One<sup>SM</sup> may cancel, without notification and in addition to other measures referenced in this Contract of Carriage, all continuing and returning portions of an itinerary contained in the same reservations record, including other airline segments, when a Customer No Shows for a flight.

**8.5 Ticket Time Limits**

If the Customer has not purchased a validated ticket for a confirmed seat for a reservation with ticketing time limits as defined by the fare rules, the reservation will be cancelled without notice at the expiration of the time limit. For tickets purchased pursuant to interline, codeshare or airline partner agreements, or through on-line or agency channels, different time limits may apply.

**8.6 Refusal to Transport**

If Air Choice One's refusal to transport the Customer is for reasons defined in section "Refusal to Transport", the reservation will be cancelled.

**8.7 Record of Cancellation**

When there is a record that a reservation was cancelled (either by Air Choice One<sup>SM</sup>, the Customer, the Customer's agent, or Air Choice One's airline partner) after a ticket for a confirmed flight was issued, the ticket may not be accepted for the flight specified. In such event, Customers will not be eligible for denied boarding compensation. If the Customer has purchased the ticket and the reservation is cancelled pursuant to this paragraph, Air Choice One<sup>SM</sup> may refund



the ticket in accordance with its refund policy or offer flight accommodations on the next flight with seats available.

### **8.8 Weather, Force Majeure, Governmental Regulations**

When cancellation is necessary due to weather, required to comply with any governmental regulation, or due to conditions beyond Air Choice One's control (including Force Majeure Events), Air Choice One<sup>SM</sup> may cancel the flight and all corresponding Customer itineraries.

### **8.9 Failure to Comply**

When the Passenger fails to comply with the rules set forth herein, Air Choice One<sup>SM</sup> may cancel any and all portions of the Customer itinerary.

### **8.10 Fictitious and Duplicate Bookings**

Multiple bookings of a fictitious nature are prohibited. In the event Air Choice One<sup>SM</sup> determines that an individual has confirmed bookings to one or more destination(s) on or about the same time and date(s), Air Choice One<sup>SM</sup> reserves the right to cancel all confirmed space associated with the duplicate reservations. When such case arises, Air Choice One<sup>SM</sup> will make every effort to contact the Customer in advance; however Air Choice One<sup>SM</sup> reserves the right to cancel this space without notice to the Passenger or the person making the booking.

### **8.11 Prohibited Practices Relating to Tickets**

The following practices are prohibited by Air Choice One<sup>SM</sup>. When a ticket is purchased and used in violation of these rules or any fare rule, Air Choice One<sup>SM</sup> has the right in its sole discretion to take all actions permitted by law, including but

not limited to, (1) invalidate the ticket; (2) cancel any remaining portions of the Passenger's itinerary; (3) refuse to board, (4) require additional collection for actual ticket value, (4) confiscate any unused flight coupons, or (5) any other legal remedy.

#### **8.11.1 "Hidden Cities Ticketing" or "Points Beyond Ticketing"**

Fares apply for travel only between the points for which they are published. Tickets may not be purchased and used at fare(s) from an initial departure point on the ticket which is before the Passenger's actual point of origin of travel, or to a more distant point(s) than the Passenger's actual destination, even when the purchase and use of such tickets would produce a lower fare.

#### **8.11.2 "Throwaway Ticketing"**

The purchase and use of roundtrip tickets for the purpose of one-way travel is prohibited, even when the purchase and use of such ticket would produce a lower fare.

#### **8.11.3 "Back to Back Ticketing"**

The use of flight coupons from two or more different tickets issued at roundtrip fares for the purpose of circumventing applicable fare rules (such as advance purchase or minimum stay requirements) is prohibited.

### **8.12 Overbooking**

Air Choice One's flights, including flights operated as codeshare flights or pursuant to airline partner agreements, are subject to overbooking which could result in Air Choice One's inability to provide previously confirmed reserved space

for a given flight. In such a situation, Air Choice One's policy on Denied Boarding will apply. Please refer to this section of this contract for more information.

## 9 Fares

Commented [AB12]: Chapter 8 edited by JW and MW

### 9.1 General

Air Choice One<sup>SM</sup> offers a wide range of fares on all flights. Not all fares are available at all times on all flights. For discount fares, seating may be limited and restrictions may apply. The fare charged on the ticket applies only to the transportation specified thereon. Any Passenger-initiated changes to such transportation may result in a change in the fare, assessment of monetary penalties, or loss of transportation value. All fares are subject to change without notice. For more information regarding any specific fare, its eligibility requirements and restrictions, please ask an Air Choice One<sup>SM</sup> agent or read the information provided when booking online at [www.airchoiceone.com](http://www.airchoiceone.com).

### 9.2 Lowest Available Fare

When Customers contact our Reservations Department, visit our Airport or City Ticket Offices, or book flights through [www.airchoiceone.com](http://www.airchoiceone.com) we will offer the lowest fare available through that booking channel for which the Customer is eligible for the date and flight requested at the time of the request. Customers should advise Air Choice One<sup>SM</sup> of any special status that might qualify them for any special fare or discount. If a Customer indicates flexibility in his/her travel plans in order to obtain a lower fare, our agents will offer to check availability for specific alternative dates and times. Occasionally, lower fares may be available online at

[www.airchoiceone.com](http://www.airchoiceone.com), and our partner airlines may have lower fares for their segments via their Reservations Departments, Ticket Offices, or website.

### **9.3 Instant Purchase with Refund within 24 Hours of Purchase**

Although we require instant purchase at the time of booking, Air Choice One will provide the opportunity for Customers to think about their travel plans, consult travel companions, or seek alternative transportation options. For reservations made through our Reservations Office, Airport Ticket Offices, and [www.airchoiceone.com](http://www.airchoiceone.com), a passenger maybe eligible for a full refund upon request if the reservation is canceled within twenty-four (24) hours of purchase, the reservation is made seven (7) days or more prior to scheduled flight departure and purchased directly through Air Choice One. Changes to the itinerary in lieu of cancellation by the Customer may result in a change in the fare and change fee.

## **9.4 Cancellation Policies**

### **9.4.1 General**

On booking at [www.airchoiceone.com](http://www.airchoiceone.com) or through our Reservations and Airport and City Ticket Offices, or upon request, our representatives will disclose your itinerary and any ticketing cancellation policies which apply. Cancellation policies vary depending upon the fare purchased, including whether the ticket was purchased through Air Choice One<sup>SM</sup>, a partner airline, or agency. These policies are included in the fare rules published with ATPCO and available for inspection at the time of ticket purchase. Reasons for cancellation, in addition to cancellation

policies specific to your ticket, may be found in our Contract of Carriage in the Section "Cancellation of Reservations."

#### 9.4.2 24 Hours' Notice

Most Fares, including Refundable Fares, require twenty-four (24) hours' notice to avoid penalty. For most of Air Choice One's fares, as published with ATPCO, cancellations received within twenty-four (24) hours of departure are subject to additional penalties.

- For Non-Refundable tickets, such cancellation may impact eligibility to reuse the ticket or apply the ticket value toward the purchase of a future ticket.
- For Refundable tickets, such cancellation may impact eligibility for a full refund.
- **Exception:** Changes made on the day of departure are permitted and are not considered a cancellation in accordance with this rule if (1) the flight change is made prior to the time for departure of the original reservation and (2) Air Choice One<sup>SM</sup> is able to accommodate the Customer on a new flight on the original day of travel. Additional fees may apply depending upon the fare rules for the original ticket.

#### 9.5 Consumer Disclosures

If there is further information available, such as whether the flight is operated by a partner airline or a change of aircraft for a single-numbered flight is required, this information will be provided as the reservation is made.

---

**9.6 Waiver of Restrictions or Rules**

Air Choice One<sup>SM</sup> may waive fare restrictions or offer special fares in its sole discretion for Passengers faced with emergency travel situations.

**9.7 Surcharges**

Air Choice One<sup>SM</sup> reserves the right to impose surcharges, such as a surcharge for fuel, in its sole discretion. Such a surcharge will be publicly filed with the Airline Tariff Publishing Company (ATPCO) along with fares and rules in accordance with standard Air Choice One<sup>SM</sup> procedure.

**9.8 Partner Airline Fares**

Fares sold under the trade name of a partner airline pursuant to a codeshare or other airline partner agreement with Air Choice One<sup>SM</sup> are subject to the rules, terms and conditions as determined by the partner airline that issued and validated the ticket.

**10 Tickets and Seat Assignments****10.1 General**

No person will be entitled to transportation except upon presentation of a valid ticket. A ticket which has not been validated or which has been altered or mutilated is not valid. A valid ticket will entitle the Customer to air transportation only

between airports of origin and destination via the routing designated on the ticket.

Flight coupons will be honored only in the order in which they are intended for use.

## 10.2 Unused Tickets

Unused Air Choice One<sup>SM</sup> tickets are valid for transportation for a period of one (1) year from the date of original issue unless a shorter validity period is indicated on the ticket. Air Choice One<sup>SM</sup> reserves the right in its sole discretion to extend the validity of a ticket in case of emergency, illness, or other such situations. Tickets purchased through agents or airlines with which Air Choice One<sup>SM</sup> has agreements are subject to the rules of those agents and airlines and different provisions may apply.

## 10.3 Advanced Seat Requests and Emergency Exit Rows

Air Choice One<sup>SM</sup> does not guarantee allocation of any particular seat in the aircraft, including advanced seat requests made with airline partners pursuant to interline, codeshare, or other airline marketing partner agreements. This rule applies for flights operated by single or multiple sections of aircraft and no Customer is guaranteed a particular seat on any flight or section operated under a single flight number. Seats in rows designated as emergency exit seats are only available for those Passengers who are able to meet the requirements as specified in the Company's FAA-approved operating procedures.

## 10.4 Nontransferable

Tickets are non-transferable. Air Choice One<sup>SM</sup> is not liable to the owner of a ticket for honoring such a ticket when presented by another person.

## 10.5 Ticketing Fees

Air Choice One<sup>SM</sup> reserves the right to impose ticketing fees, such as a service charge, in its sole discretion. This service charge is non-refundable.

## 11 Travel Documents

Each Customer desiring transportation across any international boundary is responsible for obtaining all necessary travel documents and for complying with the laws of each country flown from, though, or into which he or she desires transportation. Subject to applicable laws and regulations, Customers must pay the applicable fare whenever Air Choice One<sup>SM</sup>, on government order, is required to return a Customer to the point of origin or elsewhere due to the Customer's inadmissibility into, or deportation from, a country.

## 12 Refunds and Lost Tickets

Commented [AB13]: Chapter 11 edited by JW and MW

### 12.1 General

We strive to provide prompt refunds for eligible tickets once all appropriate documentation is received. When issuing a refund, the refund will include the fare, taxes and any fees minus applicable charges. Refunds for purchases made with credit cards are issued to the original form of payment within seven (7) business days of receipt of the required information. Credit card refunds may take up to two (2) billing cycles before appearing on the credit card statement depending upon your specific credit card agreement. Refunds for purchases by cash or check are



issued within twenty (20) days of receipt. Refunds will only be issued in the name of the purchaser or Customer, as applicable.

## **12.2 Lost Tickets**

When a Customer loses a ticket or a portion thereof, the Customer will be required to purchase another ticket, at the original fare paid, before transportation will be furnished between the points covered by the lost ticket. The applicable rules and process for refunds of lost tickets are the same as for refunds, generally, except that there is a waiting period of up to one (1) year before a refund will be issued to ensure the ticket is not found and used. Tickets which are used are not eligible for refund.

## **12.3 Requesting a Refund on Tickets Issued by Air Choice One<sup>SM</sup>**

You may contact us at: (866) 435-9847 or [refunds@airchoiceone.com](mailto:refunds@airchoiceone.com).

## **12.4 Tickets Not Issued by Air Choice One<sup>SM</sup>**

Air Choice One<sup>SM</sup> is not obligated to refund a ticket that does not reflect a confirmed reservation on an Air Choice One<sup>SM</sup> flight or a ticket not issued by Air Choice One<sup>SM</sup>. For tickets issued by travel agents, online booking agencies or other airlines, including interline and codeshare airline partners, for travel on Air Choice One<sup>SM</sup>, the Customer must direct the refund request to that agent or airline for processing. In this situation, the agency or other airline refund policy may apply.

---

**12.5 Non-Refundable & Refundable Tickets**

Air Choice One<sup>SM</sup> issues directly (and through its partner airlines and agents) tickets that are both Refundable and Non-Refundable. Rules in addition to those below regarding eligibility for refunds or exceptions are included in the fare rules published with ATPCO and available for review at the time of ticket purchase.

**12.5.1 Non-Refundable tickets:****1 General Rule:**

Air Choice One<sup>SM</sup> will not refund any portion of a ticket that is purchased with a Non-Refundable fare, including the fare and any taxes, fees, or other charges included within the total price paid for the ticket.

**2 Application of Value Towards Future Purchase:**

Air Choice One<sup>SM</sup> may allow a portion of the Non-Refundable fare paid for an unused and Non-Refundable Air Choice One<sup>SM</sup> ticket to be issued as reusable funds to apply towards the purchase of future travel on Air Choice One<sup>SM</sup>, provided it is done in accordance with the applicable fare rule in place at the time of such request. Reusable funds expire one (1) year from the date of original booking.

**3 Value Forfeited for Failure to Honor Cancellation or No-Show Policies:**

Tickets for any reservations not cancelled in accordance with Air Choice One's Cancellation Policies or for Customers who No Show for a flight are not eligible to have the ticket value applied towards the purchase of future travel on Air

Choice One<sup>SM</sup>. In this situation, the ticket has no value and the full fare is forfeited.

#### **4 Extenuating Circumstances:**

A Non-Refundable ticket which has been deemed to have no value pursuant to this Section may, at the sole discretion of Air Choice One<sup>SM</sup>, be refunded in full or part, or have its value applied toward the purchase of an Air Choice One<sup>SM</sup> ticket, in consideration of extenuating circumstances, such as the death of a family member. Air Choice One may request documentation of extenuating circumstances.

### **12.5.2 Refundable tickets:**

#### **1 General Rule:**

Air Choice One<sup>SM</sup> will refund all or any unused portion of a ticket that is purchased with a Refundable fare, including the fare, taxes, and other charges included within the total price paid for the ticket, less any service fee, if applicable.

#### **2 Value Forfeited for Failure to Honor Cancellation or No-Show Policies:**

Tickets for any reservation not cancelled in accordance with Air Choice One's Cancellation Policies or for Customers who No Show for a flight are not eligible for a refund (full or partial) and Customers may not have the ticket value applied towards the purchase of future travel on Air Choice One<sup>SM</sup>. In this situation, the ticket has no value and the full fare is forfeited.

**3 Extenuating Circumstances:**

A Refundable ticket which has been deemed to have no value pursuant to this Section may, at the sole discretion of Air Choice One<sup>SM</sup>, be refunded in full or part, or have its value applied toward the purchase of an Air Choice One<sup>SM</sup> ticket, in consideration of extenuating circumstances, such as the death of a family member. Air Choice One may request documentation of extenuating circumstances.

**12.6 Voluntary Refunds**

For tickets eligible for refunds and when a Customer has complied with all applicable provisions of the Contract of Carriage and the fare rules as published with ATPCO, the ticket will be refunded as follows:

**12.6.1 Unused Ticket**

If the ticket is totally unused, the full fare paid will be refunded or issued reusable funds less any applicable service charge or penalty. Reusable funds expire one (1) year from the original date of booking.

**12.6.2 Partially-used Tickets**

If the ticket is partially unused, the refund or reusable funds will be the difference between the fare paid and the fare for the transportation actually used as determined by the applicable rules, less any applicable service charge or penalty. Reusable funds expire one (1) year from the original date of booking.

---

## **12.7 Involuntary Refunds**

In the event Air Choice One<sup>SM</sup> fails to provide a previously confirmed seat and does not reroute the Customer either over other Air Choice One<sup>SM</sup> routes, those of another airline, or via alternative ground transportation, Air Choice One<sup>SM</sup> will refund directly to the Customer. These circumstances may include, but are not limited to, cases of refusal to transport, flight delays, flight cancellations, schedule changes, and schedule irregularities as described in Section 13.

### **12.7.1 Limitations and Requirements**

- The applicable refund will be granted only if the Customer complies with the provisions set forth in this Contract.
- Refund requests must be made prior to the expiration date of the ticket.

## **13 Interline, Codeshare and Connecting Itineraries**

### **13.1 General**

For the purpose of facilitating connecting travel, Air Choice One<sup>SM</sup> may enter into agreements with independent carriers providing for interline transportation, joint ticketing, special fares, baggage transfer, new sales platforms, reward programs, codeshare flights, and/or other related services. When your connecting itinerary is booked on the same ticket, airlines are able to assist with alternative travel plans in the event of a flight irregularity or schedule change.

Travel on independent carriers is subject to the terms and conditions of the Contract of Carriage of the independent carriers which may be obtained through contact with that carrier.

### 13.2 Applicable Terms for Codeshare Flights

Air Choice One<sup>SM</sup> presently markets and operates under its own designated code ("3E"), and may participate in a variety of interline, codeshare and other marketing agreements with airline partners. For flights marketed and sold under the name and code of another airline, the other airline is responsible for the entirety of the codeshare journey for all obligations to Passengers established in their Contract of Carriage. The rules contained in their Contract of Carriage with respect to ticketing apply to the codeshare services on flights operated by Air Choice One<sup>SM</sup>. However, rules respecting the operation of Air Choice One<sup>SM</sup> flights may differ from the codeshare partner's rules. When differences occur, they are in large part based on differences in aircraft size and type and governing operating regulations. As to these rules, except as otherwise provided herein, travel on all flights operated by Air Choice One<sup>SM</sup>, regardless of marketing, trade names or shared airline codes, is subject to the terms and conditions contained herein. Operational terms and conditions that may differ include, but are not limited to:

- a) Check-in times and advanced seat assignments
- b) Baggage acceptance – including maximum size and weights, fees, and restricted items
- c) Carriage of animals
- d) Compensation for denied boarding or flight irregularities (e.g. delays)

- e) Oxygen service
- f) Irregular operations
- g) Acceptance of Customers

It is the intent of Air Choice One<sup>SM</sup> to help our Customers understand our policies and when differences may apply pursuant to marketing agreements and we attempt to outline major differences within this contract when practicable.

Codeshare partner airlines will advise all Passengers when a flight is operated by Air Choice One<sup>SM</sup> pursuant to a codeshare agreement. In many cases, the codeshare partner airline will publish in its Contract of Carriage a section entitled "Codeshare" or "Partners" and this section is a good place to find an overview of applicable policies. Contracts for Carriage for each carrier are published on the airline's web site.

### **13.3 Minimum Connecting Times**

Minimum connecting times apply when booking and ticketing connecting flights between airlines on the same itinerary. Minimum connecting times vary depending upon the location of gates, security screening requirements, and other factors. Customers are encouraged to allow for additional connecting time during peak travel periods. When booking a connecting flight through our Reservations Department, Airport or City Ticket Offices, [www.airchoiceone.com](http://www.airchoiceone.com), an airline partner, or an online or travel agency, if the both airlines are ticketed on the same ticket, minimum connecting times are validated for the itinerary.

---

**13.4 Building Your Own Connections**

Customers who create their own connections through individual tickets separately with different airlines, with or without an Air Choice One<sup>SM</sup> partner airline, are solely responsible for allowing enough time between flights. Passengers will need sufficient time to claim luggage, transfer between terminals if necessary, and comply with the check-in requirements of the other airline. Allowing two (2) hours is a guideline, but this varies depending on the requirements of the connecting airline, distance between terminals, the destination (international/domestic), and length of check-in and security lines at the airports. When connecting between two airports within the same metropolitan area, please leave additional time for traffic.

**14 Services to Mitigate Inconveniences Resulting from Flight Delays, Schedule Changes, Re-Routings, and Diversions****14.1 General**

Getting Customers to their destination on time, as scheduled, is our priority. Unfortunately, there are times when irregularities or changes in schedule occur. In these instances, Air Choice One<sup>SM</sup> reserves the right to alter the method of transport, route traveled, or services provided for any reason whatsoever (including but not limited to weather, aircraft or unserviceable equipment, or operational conditions or requirements) in accordance with the provisions below (next page).



---

## **14.2 Applicability**

### **14.2.1 Flights originating in the United States**

Where the Air Choice One<sup>SM</sup> flight originates in the United States, the provisions of this section apply to a Customer who has a ticket and a confirmed reservation on a flight that incurs a Schedule Change, Schedule Irregularity, or Force Majeure Event.

### **14.2.2 Flights not originating in the United States**

Where the Air Choice One<sup>SM</sup> flight originates outside the United States, the following provisions apply to a Customer who has a ticket and a confirmed reservation on a flight that incurs a Schedule Change, Schedule Irregularity, or Force Majeure Event, unless a local or international law regulates such matter.

### **14.2.3 Schedules are subject to Change**

Irregularities or changes do not include times shown on timetables or elsewhere as these are not guaranteed and form no part of this Contract of Carriage. Schedules are subject to change without notice.

## **14.3 Communication with Our Customers**

Air Choice One<sup>SM</sup> will provide Customers with timely updates about any change in flight status (including delays of thirty (30) minutes or more, cancellations, or diversions, within a week of departure) within thirty (30) minutes of becoming aware of the status change, and will strive to provide the best available information concerning the duration of any delay and, to the extent available, the flight's anticipated departure time. We may use one or more ways to communicate this

information to you: through boarding area announcements, airport flight status displays, online at [www.airchoiceone.com](http://www.airchoiceone.com), and, upon request through contact via phone with Air Choice One's Reservations Department.

For planned changes in schedule prior to the day of departure, Air Choice One<sup>SM</sup> will do its best to notify Customers via email or phone using contact information provided by the Customer on booking. For Customers who have made travel arrangements through a travel agent, online agency, or partner airline, Air Choice One<sup>SM</sup> provides travel change information to these partners so that they may contact Customers using the contact information provided to our partners on booking.

#### **14.4 Schedule Change**

When a Customer is affected by a planned change in schedule, Air Choice One<sup>SM</sup> will, at its election and in collaboration with the Customer, arrange one of the following listed below. For changes due to Force Majeure Events, please review that Section for additional rules which apply.

##### **14.4.1 Air Choice One<sup>SM</sup> Flight**

Transport the Customer on a substitute flight operated by Air Choice One<sup>SM</sup> which is close in time to the original flight and terminates at the Customer's final Air Choice One<sup>SM</sup> destination at no additional cost.

---

**14.4.2 Substitute Carrier Flight**

Reroute the Customer over the lines of another carrier with whom Air Choice One<sup>SM</sup> has agreements for such transportation when there is no substitute Air Choice One<sup>SM</sup> flight.

**14.4.3 Refund**

Refund the unused portion of the ticket, including the unused portion of the fare, taxes and any prepaid optional services (regardless whether the ticket as originally purchased is refundable or non-refundable), when no substitute transportation is provided, or it is offered but unacceptable to the Customer.

**14.4.4 Connections**

Additionally assist Customers with interline itineraries to obtain substitute transportation, when needed because of an Air Choice One<sup>SM</sup> schedule change, on the same connecting carrier or on another connecting carrier with whom that carrier has an agreement for such transportation. Additional costs may or may not apply depending upon the carrier with whom the Customer has arranged for interline transportation or the vendor from whom the Customer has purchased tickets for travel on the other carrier.

**14.5 Schedule Irregularity**

In order to reduce the inconvenience experienced during cancellations, major delays or misconnections, Air Choice One<sup>SM</sup> will, at its election and in collaboration with the Customer, arrange one of the following listed below. For irregularities due

to Force Majeure Events, please review that Section for additional rules which apply.

**14.5.1 Air Choice One<sup>SM</sup> Flight**

Transport the Customer on the next Air Choice One<sup>SM</sup> flight on which space is available.

**14.5.2 Substitute Carrier Flight**

Reroute the Customer over the lines of another carrier with whom Air Choice One<sup>SM</sup> has agreements for such transportation.

**14.5.3 Alternative Ground or Sea Transport**

When other options via air are not available, provide alternative transportation via ground or sea with vendors with whom Air Choice One<sup>SM</sup> has agreements for such transportation.

**14.5.4 Refund**

Refund the unused portion of the ticket, including the unused portion of the fare, taxes and any prepaid optional services (regardless whether the ticket as originally purchased is refundable or non-refundable), when no substitute transportation is provided, or it is offered but unacceptable to the Customer.

**14.5.5 Connections**

In the event the Customer misses an onward connecting flight on which space is reserved pursuant to an interline, codeshare, or airline partner itinerary, Air Choice One<sup>SM</sup> will additionally arrange for substitute transportation.

---

**14.5.6 Amenities**

Additionally, amenities for protracted delays or irregularities necessitating overnight stays may be offered at Air Choice One's discretion. Such amenities may include lodging, meals, ground transport to access to lodging/meals, and/or special services necessary to maintain the safety and welfare of certain Customers (such as qualified individuals with a disability, unaccompanied minors, and the elderly). No amenities will be provided to a Customer on a flight which is delayed or cancelled at the Customer's home city.

**14.6 Force Majeure Events:**

Air Choice One<sup>SM</sup> may, in the event of a force majeure event, without notice, cancel, terminate, divert, postpone, or delay any flight or reservation and determine if any departure or landing should be made, without liability except to refund for any unused portion of the ticket in the form of a credit. When cancellations or major delays are experienced by our Customers because of a Force Majeure Event, Air Choice One<sup>SM</sup> personnel will assist the Customer to obtain alternative means of travel (on Air Choice One<sup>SM</sup>, a partner airline, or via ground or sea transportation) or offer a refund of the unused portion of the ticket in the form of a credit. Air Choice One<sup>SM</sup> does not have liability in case of Force Majeure Events beyond the obligation to refund of the unused portion of the ticket in the form of a credit. No amenities will be provided to a Customer who experiences travel interruptions resulting from a Force Majeure Event.

---

**14.7 Diversions****14.7.1 General**

It is sometimes necessary for flights to divert, or land at a location other than the flight's intended destination. Medical emergencies and severe weather conditions are examples of situations when a flight could land, unplanned, in another city. If we believe there is a reasonable possibility that a flight will be diverted after take-off (for example, in situation where fog may impede landing on arrival at the destination city), that information will be provided to you before departure and you will be given an opportunity to decide whether you prefer to board the flight or seek alternative transportation. In the event a diversion decision occurs after the aircraft has departed, the crew will inform you when it is safe and possible to do so.

**14.7.2 Cancellations in Diversion City**

It is possible that a flight will cancel while on the ground in the city to which it diverted. When this happens, Air Choice One<sup>SM</sup> will, at its election and in collaboration with the Customer, arrange one of the following listed below. If you knew of the possibility of the diversion before boarding the flight and accepted the risk of diversion, Air Choice One<sup>SM</sup> will do its best to assist you with accommodations or alternative transportation, but will not be financially responsible for providing such accommodation or transportation.

- a) Air Choice One<sup>SM</sup> Flight. Transport the Customer on the next Air Choice One<sup>SM</sup> flight on which space is available.

- b) Substitute Air Carrier. Reroute the Customer over the lines of another carrier with whom Air Choice One<sup>SM</sup> has agreements for such transportation.

#### **14.7.3 Alternative Ground or Sea Transport**

When other options via air are not available, provide alternative transportation via ground or sea with vendors with whom Air Choice One<sup>SM</sup> has agreements for such transportation.

#### **14.7.4 Amenities**

If necessary, provide reasonable overnight accommodations and/or meals.

### **14.8 Liability Limitations**

Except to the extent provided by local or international laws, Air Choice One<sup>SM</sup> shall not be liable beyond that which is provided herein. Air Choice One<sup>SM</sup> is not responsible for any special, incidental or consequential damages for failure to meet the commitments of this section.

## **15 Denied Boarding**

### **15.1 General**

When a flight is or becomes oversold prior to departure for whatever reason, unless otherwise required by local or international laws, the following provisions in this Section apply to the Oversold Flight and its Passengers.

---

**15.2 Volunteers and Boarding Priority**

Air Choice One<sup>SM</sup> will actively solicit Customers to voluntarily relinquish their reservations in exchange for free Air Choice One<sup>SM</sup> tickets, or other compensation, in an amount determined by Air Choice One<sup>SM</sup>. The request for and selection of volunteers will be in a manner determined solely by Air Choice One<sup>SM</sup>. If there are not enough volunteers, Passengers may be denied boarding involuntarily in accordance with Air Choice One's boarding priority:

- a) Passengers who are qualified individuals with disabilities, unaccompanied minors, or Passengers traveling as qualified unaccompanied minors as defined in that section, will be the last to be involuntarily denied boarding if it is determined by Air Choice One<sup>SM</sup> that such denial may constitute a hardship.
- b) The priority of all other confirmed Passengers will be determined by the order in which they check-in for a flight, denial commencing with those who checked-in last.
- c) Consideration may also be given to other situations where, in Air Choice One's sole discretion, a hardship may exist, as when, for example, the denied boarding results in a misconnect with a Customer's onward journey, the Customer is elderly, the Customer is traveling with an infant, or the Customer is suffering from a medical condition.
- d) Air Choice One<sup>SM</sup> will not require Customers seated onboard the aircraft to give up their seat for any reason other than safety and security.



---

**15.3 Involuntary Denied Boarding and Compensation**

Passengers denied boarding involuntarily due to Oversold Flights shall be compensated by Air Choice One<sup>SM</sup> through offer of free Air Choice One<sup>SM</sup> tickets, or other compensation, in an amount determined in Air Choice One's sole discretion.

**Exceptions:** A Passenger denied boarding involuntarily from an Oversold flight shall not be eligible for denied boarding compensation if: (1) the Passenger holding a Ticket for confirmed reserved space does not comply fully with the requirements in this Contract of Carriage regarding ticketing, check-in, re-check procedures and acceptance for transportation; (2) the Passenger is denied boarding because the flight is cancelled; (3) the Passenger is denied boarding because a smaller capacity aircraft was substituted for safety or operational reasons; (4) on a flight with sixty (60) seats or less, the Passenger is denied boarding due to weight/balance restrictions when required for operational or safety reasons; (5) the Passenger is offered accommodations in a section of the aircraft other than specified on the ticket at no extra charge; (6) the Passenger is accommodated on alternate transportation at no extra cost which is scheduled to reach the Passenger's next stopover (if any) or final destination within one hour of the planned arrival time of the Passenger's original flight; (7) the Passenger is an employee of Air Choice One<sup>SM</sup> or another carrier or other person traveling without confirmed reserved space; (8) the Passenger does not present him/herself at the boarding location for boarding within the times specified in this Contract of Carriage for boarding cut-off times.

No Passenger will be eligible for compensation if the ticket was issued for free or reduced rate employee-industry travel.

#### **15.4 Transportation and Amenities for Passengers Denied Boarding**

When Air Choice One<sup>SM</sup> is unable to provide previously confirmed space due to an Oversold Flight (whether the denied boarding is voluntary or involuntary), Air Choice One<sup>SM</sup> will, at its election and in collaboration with the Customer, arrange one of the following listed below. Except to the extent provided by local or international laws, Air Choice One<sup>SM</sup> shall not be liable beyond that which is provided herein.

##### **15.4.1 Air Choice One<sup>SM</sup> Flight**

Transport the Customer on the next Air Choice One<sup>SM</sup> flight on which space is available.

##### **15.4.2 Substitute Carrier Flight**

Reroute the Customer over the lines of another carrier with whom Air Choice One<sup>SM</sup> has agreements for such transportation.

##### **15.4.3 Alternative Ground or Sea Transport**

When other options via air are not available, provide alternative transportation via ground or sea with vendors with whom Air Choice One<sup>SM</sup> has agreements for such transportation.

**15.4.4 Refund**

Refund the unused portion of the ticket, including the unused portion of the fare, taxes and any prepaid optional services (regardless whether the ticket as originally purchased is refundable or non-refundable), when no substitute transportation is provided, or it is offered but unacceptable to the Customer.

**15.4.5 Connections**

In the event the Customer misses an onward connecting flight on which space is reserved pursuant to an interline, codeshare, or airline partner itinerary, Air Choice One<sup>SM</sup> will arrange for substitute transportation.

**15.4.6 Amenities**

Additionally, amenities for protracted delays or irregularities necessitating overnight stays may be offered at Air Choice One's discretion. Such amenities may include lodging, meals, ground transport to access to lodging/meals, and/or special services necessary to maintain the safety and welfare of certain Customers (such as qualified individuals with a disability, unaccompanied minors, and the elderly).

**15.5 Limitation of Liability**

Acceptance of compensation for voluntary or involuntary denied boarding in whatever form constitutes full compensation for any and all damages arising as a result of Air Choice One's failure to provide the Passenger with confirmed reserved space. By accepting such compensation, the Customer will be deemed to have waived any and all claims or actions against Air Choice One<sup>SM</sup> in connection with Air Choice One's failure to provide such transportation.

Air Choice One<sup>SM</sup> shall in no case be liable for punitive, consequential or special damages arriving out of or in connection with Air Choice One's failure to provide the Passenger with confirmed reserved space.

## **16 Substitute or Other Transportation**

### **16.1 Substitute Transportation**

In accordance with provisions within this Contract of Carriage, particularly when it is necessary to mitigate Customer inconvenience due to schedule changes or operational irregularities, Air Choice One<sup>SM</sup> may arrange for and offer substitute transportation on an alternate airline, or via an independent water or ground transportation company. Such substitute transportation may or may not include other non-air services such as accommodations or meals. In acceptance of such substitute transportation or services, the Customer agrees that any such service is performed by independent operators. Anything done by an employee, agent or representative of Air Choice One<sup>SM</sup> in facilitating a Customer's transportation by alternate means shall in no way make Air Choice One<sup>SM</sup> liable for the acts or omissions of such independent carrier. In making such arrangements, regardless of the method or responsibility of payment therefor, Air Choice One<sup>SM</sup> acts only as the Customers' agent in doing so and the terms and conditions of the third party service provider will apply.

### **16.2 Ground Transfer Service**

Air Choice One<sup>SM</sup> may offer for sale and/or facilitate ground transfer service as an extension of our flight schedule. Except where ground transfer service is directly

operated by Air Choice One<sup>SM</sup>, it is agreed by the Customer accepting such transportation that any such service is performed by independent operators. Anything done by an employee, agent or representative of Air Choice One<sup>SM</sup> in assisting the Customer in making arrangements for such independent ground transfer service, regardless of the method or responsibility of payment therefor, shall in no way make Air Choice One<sup>SM</sup> liable for the acts or omissions of such independent operator. No portion of the air transportation fare shall be refundable in the event local ground services are not used by the Customer.

## **17 Screening of Customers and Baggage**

Customers and baggage are subject to security screening which includes but is not limited to security profiling, physical pat-downs and inspections, x-ray screening, manual bag searches, questioning and the use of electronic, chemical or other detectors. This screening may occur in the sole discretion of the government, airport or Air Choice One<sup>SM</sup> and with or without the Customer's presence, consent or knowledge. Air Choice One<sup>SM</sup> is not liable for any damage, loss, delay or injury arising out of security screening.

## **18 Additional Limitations in Liability/Damages.**

### **18.1 Successive Carriers**

Carriage to be performed under one ticket by several successive carriers is regarded as a single operation. A carriage does not lose its international character

merely because one portion of a single operation is to be performed entirely within the territory of the same sovereign state.

## **18.2 Warsaw/Montreal Convention Application**

### **18.2.1 General**

Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention, including as amended, or the Montreal Convention, including as amended, unless such carriage is not "international carriage" as defined by either Convention, including as amended. Any provision of these rules that is inconsistent with any provision of the Warsaw Convention or Montreal Convention, as applicable, shall, to that extent, but only to that extent, be inapplicable to international transportation.

### **18.2.2 Warsaw Convention**

With respect to all international carriage or transportation governed by 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 (in either case, "the Warsaw Convention"), Air Choice One<sup>SM</sup> agrees in accordance with Article 22(1) of the Warsaw Convention that, as to all international carriage or transportation hereunder as defined in the Convention:

- a) Air Choice One<sup>SM</sup> shall not invoke the limitation of liability in Article 22(1) of the Warsaw Convention as to any claim for recoverable compensatory damages arising under Article 17 of other Warsaw Convention.

- b) Air Choice One<sup>SM</sup> shall not avail itself of any defense under Article 20(1) of the Warsaw Convention with respect to that portion of such claim which does not exceed one-hundred thirteen thousand and one-hundred (113,100) Special Drawing Rights (SDR's).
- c) Except as otherwise provided in the preceding paragraphs, Air Choice One<sup>SM</sup> reserves all defenses available under the Warsaw Convention to such claims. With respect to third parties, Air Choice One<sup>SM</sup> reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.
- d) Air Choice One<sup>SM</sup> agrees that subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the law of the domicile or permanent residence of the Passenger. NOTE: This section regarding the Warsaw Convention shall expire as provided in the U.S. Department of Transportation Order 97-1-2 and be replaced in accordance with any final action or order of the Department entered in Docket OST-96-1607.

### 18.2.3 Montreal Convention

With respect to all international carriage or transportation not governed by the Warsaw Convention or governed by the Convention for Unification of Certain Rules for International Carriage by Air, done at Montreal, May 28, 1999 ("Montreal Convention"), the rules and limits of liability provided in the Montreal Convention shall apply, and as to any claim whatsoever Air Choice One<sup>SM</sup> waives no such limits of liability and reserves all defenses available under the Montreal Convention to

such claims. With respect to third parties, Air Choice One<sup>SM</sup> reserves all right of recourse against any other person, including without limitation, the rights of contribution and indemnity.

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 contract which may be inconsistent with those rules.

#### **18.2.4 Other Persons**

Nothing herein shall be deemed to affect the rights and liability of Air Choice One<sup>SM</sup> with regard to any claims brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a Passenger.

#### **18.2.5 Limitation of Liability**

Except to the extent the Warsaw or Montreal Conventions or other applicable laws may otherwise require, or except as specifically otherwise provided herein, the following limitations of liability apply:

- a) Air Choice One<sup>SM</sup> is not be liable for any death, injury, delay, loss or other damage whatsoever ("damage") to Passengers or unchecked baggage arising out of or in connection with carriage or other services performed by Air Choice One<sup>SM</sup>, unless such damage is proven to have been caused by the sole negligence or willful misconduct of Air Choice One<sup>SM</sup> and there has been no contributory negligence on the part of the Customer.



- 
- b) Air Choice One<sup>SM</sup> will not be liable for any consequential, compensatory, indirect, incidental, special or punitive damages arising out of or in connection with the performance of its obligations under this Contract, whether or not Air Choice One<sup>SM</sup> had knowledge that such damages might be incurred.
- c) There are no third party beneficiaries to this Contract.
- d) Air Choice One<sup>SM</sup> will not be liable for any damage arising out of compliance with any laws, government regulations, orders, rules, requirements, and security directives, nor as a result of a Customer's failure to comply with such items, or as a result of a Customer's reliance on advice provided by Air Choice One<sup>SM</sup> regarding such items.
- e) Services provided for international carriage are subject to the provisions and liability limits of the Warsaw or Montreal Conventions. Application of these Conventions may limit the liability of Air Choice One<sup>SM</sup> and independent carriers in respect of death, injury or delay of Passengers and for destruction, loss, damage or delay of baggage.
- f) Any action brought pursuant to the Warsaw or Montreal Conventions is barred unless commenced within 2 (two) years of the alleged occurrence.
- g) Any limitations or exclusions of liability of Air Choice One<sup>SM</sup> will apply to and be for the benefit for Air Choice One's agents, employees, vendors and representatives acting within the scope of their employment and also to any person whose aircraft is used by Air Choice One<sup>SM</sup> and its agents, employees or representatives within the scope of their employment.

- h) Air Choice One<sup>SM</sup> is not liable for the death or injury of a Customer not occurring on its own operated flights. A carrier issuing a ticket for carriage over the lines of others does so only as agent and is not liable for actions on the part of the operating carrier.

## 19 Consent to Use Personal Data

Upon booking a ticket for transportation, purchasing other services, or participating in any Air Choice One<sup>SM</sup> program or service (such as a loyalty program) the Customer authorizes Air Choice One<sup>SM</sup> and its affiliates (if any) and authorized agents to (i) collect, process, retain and use, and (ii) transfer to third parties, including, but not limited to, subcontractors, agents, affiliates, marketing partners, other carriers, and government agencies, for their use, processing and retention, any and all personal data you provide when Air Choice One<sup>SM</sup> believes in good faith that it is in the interests of aviation security or that disclosure is otherwise necessary or advisable or as Air Choice One<sup>SM</sup> deems necessary to carry out any and all business purposes related to the program or services being requested and/or in the promotion of other information, goods, and services that may be of interest to you, including, but not limited to, the following purposes: making a reservation; purchasing a ticket; participating in a loyalty program; obtaining ancillary services, including accommodating special service requests; accounting, billing and auditing; checking credit or other payment mechanisms; operating frequent flyer programs; systems testing, maintenance and development; Customer relations; sales and marketing; promotions for Air Choice One<sup>SM</sup> and/or its affiliates goods and services and third party goods and services; statistical

analysis; developing and tailoring current and future services; facilitating travel, including obtaining immigration, security, and customs clearance; complying with applicable laws, regulations, government requests, law enforcement requests, and/or valid court orders; providing data to third parties or governmental or law enforcement agencies to comply with, or assist in the development of, security, safety, or health measures for Passengers, baggage or cargo, or to provide for the prevention or detection of imminent criminal acts or the apprehension or prosecution of offenders; protecting the legal rights of Air Choice One<sup>SM</sup> and/or its affiliates.

To the extent that Air Choice One<sup>SM</sup> is subject to the laws of the European Union and Switzerland when processing personal data ("Personal Data") Air Choice One<sup>SM</sup> shall be the "data controller" under such laws. If you have made a flight booking with us but one or more flights or services are to be provided by other airlines, then that other airline will also separately be considered a "data controller." Your Personal Data will be processed in accordance with the applicable airline's privacy policy and, if your booking is made via an industry agent/GDS, with its privacy policy. These are available at <http://www.iatatravelcentre.com/privacy> or from the airline or industry agent/GDS. This documentation applies to your booking and specifies how your Personal Data is collected, stored, used, disclosed and transferred.

If a Customer wants to learn more about Air Choice One's Privacy Policy, it may be viewed at [www.airchoicene.com](http://www.airchoicene.com). This policy is merely a statement of

administrative protocol; it is not a contract, nor is it made, or intended to be made, a part of this Contract of Carriage, nor does it create any contractual or legal rights.

## 20 Remedies for Violation of Contract

When a ticket is purchased and used in violation of this Contract of Carriage or any fare rule as filed with ATPCO, Air Choice One<sup>SM</sup> has the right in its sole discretion to take all actions permitted by law, including but not limited to, the following:

- a. Invalidate the ticket;
- b. Cancel any remaining portion of the itinerary;
- c. Confiscate any unused flight coupons;
- d. Refuse to board the Customer;
- e. Require additional collection for the actual ticket value. This value is the difference between the lowest fare applicable to the Customer's itinerary and the actual fare paid;
- f. For both Air Choice One<sup>SM</sup> and partner loyalty programs, revoke benefits or accrued mileage in Frequent Flyer accounts; and,
- g. Take legal action with respect to the Customer.

---

**21 Right of Air Choice One<sup>SM</sup> to Change the Terms of the Contract**

Air Choice One<sup>SM</sup> reserves the right to change the terms of this contract, flight schedules, and fares without notice; provided that no such change will apply to tickets issued prior to the effective date of such change.