

FLY JAMAICA AIRWAYS LIMITED

CONTRACT OF CARRIAGE

(Revised December 23, 2016)

The Contract of Carriage states the terms and conditions under which Fly Jamaica Airways will transport passengers and their baggage in addition to any term and condition on the electronic ticket. Passengers on paying for Fly Jamaica Airways services and accepting transportation will agree to be bound by these terms and conditions.

1. Definitions

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

“Affected Flight” means the flight involved in a schedule irregularity.

“Africa” means the area comprising all the countries on the continent of Africa, other than Algeria, Egypt, Morocco and Tunisia but including the following islands: Comoros, Madagascar, Mauritius, Reunion and Seychelles.

“Alternate Transportation” means another flight (or flights) on the services of the same carrier or a flight (or flights) on the services of another carrier.

“Area no.1” means all of North and South American continents, Greenland, Bermuda, Cuba, Dominican Republic, Haiti, Puerto Rico, Jamaica, Netherland Antilles, Trinidad, Bahamas, Leeward, Virgin Islands and Windward Islands, the State of Hawaii, Midway and Palmyra Islands.

“Area No. 2” means all of Europe (including that part of the Russian Federation in Europe) and the islands adjacent to Iceland, the Azores, all of Africa and the Islands adjacent thereto; that part of Asia lying west of and including the Islamic Republic of Iran and all of the Middle East.

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

“Baggage” means such effects and other personal property of a passenger that is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

“Baggage Identification Tag” means a document issued by the carrier solely for identification of checked baggage, part of which is given to the passenger as a receipt for the passenger’s checked baggage and the remaining part is attached by the carrier onto a particular piece of the passenger’s checked baggage.

“Bankers’ Buying Rate of Exchange” means the rate at which, for the purpose of the transfer of funds through banking channels (*i.e.*, other than transactions in bank notes, travelers cheques and similar banking instruments), a bank will purchase a given amount of foreign currency in exchange for one unit (or units) of the national currency of the country in which the exchange transaction takes place.

“Banker’s Selling Rate (BSR)” means the rate at which, for the purpose of the transfer of funds through banking channels (*i.e.*, other than transactions in bank notes, travelers cheques and similar banking instruments), a bank will sell a given amount of foreign currency in exchange for one unit (or units) of the national currency of the country in which the exchange transaction takes place.

“Boarding Area” means the point where the passenger’s flight coupons are lifted and kept by the carrier or the point where the carrier examines the passengers’ boarding pass prior to the passenger being permitted on the aircraft.

“Boarding Pass” includes either a paper document or an electronic document issued by the carrier to the passenger and serves as a record that the passenger has checked in for their flight and, when it shows a seat assignment, it permits a passenger to board a particular flight.

“Boarding Time Deadline” is the time limit specified by the carrier by which the passenger must be present at the designated boarding area of their flight.

“Canada” means the ten provinces of Canada, the Yukon Territory, the Districts and Islands comprising the Northwest Territories of Canada and Nunavut.

“Caribbean Area” means the area composed of Anguilla, Antigua, Aruba, Bahamas, Barbados, Barbuda, Bermuda, Bonaire, British Virgin Islands, Cayman Islands, Cuba, Curacao, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Leeward Islands, Martinique, Montserrat, Netherlands Antilles, Nevis, Saba, St. Barthelemy, St. Eustatius, St. Kitts, St. Lucia, St. Maarten, St. Vincent, Trinidad and Tobago, Turks and Caicos Islands, U.S Virgin Islands, West Indies and Windward Islands.

“Carrier” means **FLY JAMAICA AIRWAYS LIMITED and or any other participating carriers named in the Contract of Carriage and the Tariff.**

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

“Checked Baggage” means baggage of which the carrier takes sole custody and for which the carrier issues a baggage identification tag.

“Check-in Deadline” is the time limit specified by the carrier by which the passenger must have completed check-in formalities and received a boarding pass.

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

“Circle Trip” means any trip conducted in a continuous and circuitous route where the point of origin is also the ultimate destination but is not a round trip because it involves more than one stopover.

“Civil Aeronautics Board of the United States of America” means Department of Transportation

“Code-share” refers to a marketing arrangement in which two or more airlines i.e. marketing carrier(s) sell seats using their own airline code on a flight that one of them operates (i.e. the operating carrier).

“Comparable Air Transportation” is similar transportation provided by the carrier at no extra cost to the passenger in lieu of the passenger’s original flight reservations.

“Convention” means the Convention for the unification of certain rules relating to international carriage by air, [signed at Warsaw, 12 October 1929](#), or that convention as amended by the Hague protocol, 1955, or the [Montreal Convention](#) signed in Montreal on 28 May, 1999 whichever may be applicable to carriage hereunder.

“Conjunction Ticket” means an electronic ticket issued to a passenger concurrently with another paid reservations which together constitute a single contract of carriage.

“Country of Payment” means the country where payment is made by the purchaser to the airline or it's agent.

“Destination” means the ultimate stopping place according to the Contract of Carriage, as shown on the electronic ticket. In round trip itineraries, the destination and the origin are the same.

“Disabled Passengers” means Passengers whose physical, medical and mental condition requires individual attention on enplaning, deplaning, during flight, in an emergency evacuation or during ground handling which is not normally extended to other passengers.

“Domestic Transportation” means air transportation between points in Jamaica, from and to the same point in Jamaica.

“European Union (EU)” means any one of the sovereign nation states that have acceded to the EU. In accordance with Article 2992 of the Treaty Establishing the EU, this tariff also applies to overseas departments, namely Guadeloupe, French Guyana, Martinique, Reunion Island, the Azores, Madeira and the Canary Islands.

“Flight Segment” means that portion of the paid reservation which is held electronically in the carrier’s database. It indicates the particular points between which the passenger is entitled to transportation.

“Force Majeure” means any unforeseeable circumstances beyond the carrier’s control, the consequences of which could not have been avoided even if all due care had been exercised including, but without limitation, meteorological and geological conditions, acts of God, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, unsettled international conditions, shortage of fuel or facilities, or labour disputes, either actual, anticipated, threatened or reported, damage to Fly Jamaica Airways’ aircraft or equipment caused by another party and any emergency situation requiring immediate care or protection for a person or property .

“Immediate Family” means spouse, parents and grandparents, children and grandchildren, brothers and sisters, mother in law and father in law, brothers in law and sisters in law, daughters in law and sons in law. Adopted and step members are also included in immediate family.

“International Transportation” means air transportation between Jamaica and a point in the territory of another country and via Jamaica to other countries.

“Involuntary Refunds” means a refund of a unused paid reservation or portion thereof or an unused voucher required as a result of the carrier cancelling a flight, failing to operate a flight according to schedule, failing to stop at a point to which the passenger is destined or is scheduled to stop over, or causing the passenger to miss a connecting flight or where, because of safety or legal requirements or the condition or conduct of the passenger, carriage is refused.

“Itinerary” means a travel document or documents the carrier or its agent issues to the passenger travelling on an electronic ticket. The itinerary/ticket contains the passenger’s name, flight and fare information also notices relevant for the journey. This document is to be retained by the passenger during the entire journey.

“JAD” means Jamaican dollars

“JCAA” means Jamaica Civil Aviation Authority

“JMD” means Jamaican Dollars

“Minor” means a person who has not reached his/her 15th birthday on the date that travel commences.

“Montreal Convention” means the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, May 28, 1999.

“Non-self-reliant” means a person who is incapable of self care during a flight.

“Normal Fare” means the highest priced fare established for a first, business or economy class service during the period of applicability.

“OJ” means carrier Fly Jamaica Airways Limited

“Online” means travel over the services of the same carrier

“Open Jaw Trip” means any trip comprising of two separate fare components with a surface break.

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

“Overbooking/Oversold” is the result of selling more seats than the available number of seats on a flight.

“Passenger” means any person, except members of the crew, carried or to be carried in an aircraft with the consent of the carrier pursuant to a valid contract of carriage

“Ticket” is an electronic document issued by or on behalf of Fly Jamaica Airways (**OJ**) which includes the passenger itinerary. The ticket serves as evidence of payment of air fare and of the Contract of Carriage.

“Person with a Disability” includes any person who, by virtue of a locomotor, sensory, intellectual, or other impairment, requires services or assistance beyond those normally offered by the carrier.

“Reservation” is a record, either in paper form or in electronic form, of the accommodation held by a passenger on a given flight. The reservation would specify the date (s) and times of travel, flight number and the class of service to be provided the passenger.

“Routing” establishes the possible points via which travel may take place for a specific fare.

“Schedule Irregularities” means the following:

- a) Delays in the scheduled departure or arrival of the carrier’s flight resulting in the passenger missing his/her onward connecting flight(s) or;
- b) Cancellation of flight, omission of a scheduled stop or;
- c) Substitution of aircraft or carrier.

“Self-reliant” means that a person does not require services related to a disability beyond that normally provided by the carrier, or beyond that which applicable rules or regulations require the carrier to provide.

“Service Animal” means an animal that is required by a person with a disability for assistance and is certified, in writing, as having been trained by a professional service animal institution to assist a person with a disability and which is properly harnessed in accordance with standards established by a professional service animal institution.

“Special Drawing Rights (SDR)” is a unit of account of the International Monetary Fund.

“Special Fare” means any fare other than a Normal Fare.

“Stopover” is a deliberate interruption of a journey initiated by the passenger and agreed to in advance by the carrier at a point between the place of departure and the place of destination. The deliberate interruption must be for a purpose other than changing aircraft.

“Tariff” means a schedule of fares, rates, charges or terms and conditions of carriage applicable to the provision of an air service and other incidental services.

“Ticket” means a Ticket, or other electronic document issued by or on behalf of the carrier which includes the passenger’s flight information. The ticket serves as evidence of payment of air fare and constitutes for the passenger proof of their contract of carriage. It also has detailed information to ensure proper processing and handling

“Traffic” means any persons or goods that are transported by air.

“Transfer Point” means any point at which the passenger transfers between aircraft.

“UM” means a child 5 years of age to under 15 years of age.

“Unchecked Baggage” means any baggage (carry-on) accompanying the passenger other than checked baggage.

“United States of America” or the **“United States”** or the **“U.S.A.”** means the area comprising the 48 contiguous Federated States, The Federal District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, Midway and Wake Islands.

“Voluntary Refunds” means a refund of an unused or partially used paid reservations or an unused voucher for reasons other than those mentioned under the definition of an involuntary refund.

“Voucher” means a monetary credit provided either in paper or electronic format to a passenger that may be used toward future travel services or the provision of incidental services such as meals, ground transportation, and hotel accommodation.

“Warsaw Convention” means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929, or where applicable, that Convention, as amended, including without limitation, by the Protocol signed at The Hague September 28, 1955.

"YP" means Young passenger age 15 years to under 18 years old travelling unaccompanied

2. APPLICATION OF CONTRACT

1. This contract is applicable to the transportation of passengers and their accompanying baggage using aircraft operated by Fly Jamaica Airways Limited or wet-lease operators contracted to operate the carrier's routes.
2. With approval of relevant civil aviation authorities, the carrier may enter into code- share arrangements whereby it will market as its own, flights operated by those carriers. In such cases, this Contract of Carriage is applicable to the transportation of passengers and their baggage on all flights operated by other carriers yet marketed and sold as **Fly Jamaica Airways Limited**. In the case of code-share arrangements, passengers are advised that the following rules are those of the carrier identified on your ticket and not the carrier operating the flight.
3. Fly Jamaica Airways requires a ticket for transportation. Air transportation is purchased via the carrier's electronic reservation system and a ticket is issued which is evidence of the Contract of Carriage. The Ticket outlines the fare, taxes, surcharges and services purchased as well as rules and provisions applicable to carriage.

4. Air transportation originating in the USA and Canada will be subject to the rules, rates, fares and charges published or referred in the Contract of Carriage and Tariff in effect on the date which the ticket is issued.
5. Air transportation other than carriage originating in the USA and Canada will be subject to the rules, rates, fares and charges published or referred to in the Contract of Carriage and Tariff in effect on the date of commencement of the carriage as indicated for the first flight segment of the Ticket receipt.
6. No agent, employee or representative of the carrier has the authority to alter, modify or waive any provisions of this Contract unless authorized by a corporate officer of Fly Jamaica Airways.
7. Unless the fare rule governing a specific fare basis code applicable to the transportation purchased by the passenger states otherwise, the general rules contained in the Tariff and Contract of Carriage will apply.
8. The content of the Contract of Carriage constitutes the contract between the carrier and the passenger. Should there be a conflict between the Contract of Carriage and the Tariff, the Tariff will prevail.
9. Carrier's rules, regulations and conditions of carriage are subject to change without notice, except as may be required by applicable laws, government regulations, orders and requirements provided that no such change shall apply to a contract of carriage after carriage has commenced.
10. Fly Jamaica Airways may without notice substitute alternate aircraft or carriers where necessary and may alter or omit stopping places. Schedules and seat assignments are subject to change without notice.
11. The carrier will be responsible for the furnishing of transportation only over its own services, including those services offered via code-share arrangements where the flight is operated by another carrier. However, when the carrier issues a ticket, baggage check, or make any other arrangements for transportation over the services of any other carrier (whether or not such transportation is part of a through service), the carrier acts only as agent for such other carrier and the Contract of Carriage and the Tariff of that other carrier will apply. Fly Jamaica Airways Limited will assume no responsibility for the acts or omissions of such other carrier.
12. International transportation will be subject to the rules relating to liability established by, and to all other provisions of the Convention. The carrier may stipulate that the limits of liability contained in the Tariff are higher than those provided for within the applicable Convention or that there are no limits of liability whatsoever. In all other instances, tariff rules and Terms and Conditions of the Contract of Carriage which are inconsistent with any provision of the Convention will, to that extent, be inapplicable to international transportation.
13. Except for the provisions of the Convention, the carrier reserves the right to exclude the application of all or any part of the Tariff or Contract of Carriage with respect to gratuitous carriage as stated in the Contract of Carriage and the Tariff.
14. Any compensation offered to the passengers is found in the Contract of Carriage and the carrier's Tariff filed with Airline Publishing Company (ATPCO) and is subject to applicable government regulations. Passenger should try to resolve their issues first with the carrier if there are any disputes.

3. Classes of Service

The Business class section is located in the area of the aircraft designated as Business Class. Business fare classes are J, C and D.

The Economy class section is located in the area of the aircraft designated as Economy Class. Economy fare classes are Y, M, B, K, H, L, V, Q, R, T, G, X, S.

4. Reservations

- A reservation for space on a given flight is valid when the availability and allocation of the space is entered into Fly Jamaica Airways' reservation system and a confirmation number/code is obtained which authenticates the reservation. Name corrections will be allowed once on a reservation at a fee of USD25.00/CAD25.00.
- The carrier will only issue a ticket against a valid reservation. Subject to payment or other satisfactory arrangement, a ticket will be issued to the passenger by Fly Jamaica Airways or agent of the carrier indicating that the passenger is holding confirmed space for the flight(s) shown on the ticket. The ticket will only apply between the points named on the ticket receipt.
- Some fares may have an advance reservation and purchase requirement. Other fares may be reserved at any time and must be paid for within 24 hours of the booking unless the fare rule states otherwise. If airport payment is agreed on, it must be made at least 4 hours prior to the scheduled departure.
- For journeys originating or paid for in the US; when a person calls Fly Jamaica Airways' Call Centre, such persons will be offered the lowest published fare available through the telephone reservation system for which the person is eligible given the dates, flights and class of service requested. If a lower fare is available for the same flight through the Fly Jamaica website, the carrier will advise the consumer accordingly.
- Fly Jamaica Airways will allow a booking to be held at the quoted fare and to be cancelled within 24 hours without penalty if the reservation is made one week or more prior to the flight's scheduled departure.
- Passengers may select seat assignments when booking a fare on Fly Jamaica Airways. Premium seat assignments may attract a fee. Seat assignments are not guaranteed and are subject to change without notice, regardless of the class of service booked. The carrier will withhold some seats from pre-seating availability. These seats will only be available at check-in at the airport.
- The passenger shall comply with all laws, regulations, orders, demands or travel requirements of countries to be flown from, into or over and with all rules, regulations and instructions of Fly Jamaica Airways. Fly Jamaica will not be liable for any aid or information given by any agent or employee of the carrier to any passenger in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements or instructions, whether given orally or in writing; or for the consequences to any passenger resulting from his failure to obtain such documents or to comply with such laws, regulations orders, demands, requirements or instructions.
- Fly Jamaica Airways will not accept responsibility for a passenger's failure to comply with documentation requirements of any country. It is the sole responsibility of the passengers to ensure that he/she has the correct valid visas for him/herself, any children accompanied or unaccompanied, or any person traveling with them and any other documentation to meet the requirements of the country they will visit. Subject to applicable laws and regulations, the passenger agrees to pay the applicable fare whenever Fly Jamaica Airways on government order is to return a passenger to his point of origin or elsewhere due to the passenger's inadmissibility into a country, whether of transit or of destination. Carrier will apply to the payment of such fares any funds paid by the passenger to the carrier for

unused carriage, or any funds of the passenger in possession of the carrier. The fare collected for carriage to the point of refusal or deportation will not be refunded by the carrier.

- Fly Jamaica Airways may limit the number of passengers carried at any given fare on any flight. All fares may not be available on all flights. The carrier reserves the right based upon market analysis and customer booking patterns to determine the anticipated passengers for any given fare or flight. The carrier may blackout certain fares for specific calendar periods on flights.
- Groups - The minimum group size is 10 passengers. There are specific rules for group travel. The group will be required to make a deposit which may be non-refundable if any member or the entire group cancels less than the number of days stated in the rules prior to the commencement of outbound travel except in cases of death of the group member and if substitutions of group members are permitted. Please contact our Reservations centre for more Information.
- Erroneous Fares - Fly Jamaica reserves the right to cancel reservations and or ticket(s) issued with an erroneously quoted fare by reason of a technical failure prior to the erroneous quote being detected and corrected. The carrier reserves the right to void the purchased reservation and refund the amount paid by the customer and/or offer the customer the published fare that should have been available at the time of booking.

5. Cancellations of Reservations

The carrier will cancel reservations of any passenger due to the following:

1. **Force Majeure**
2. **Compliance with any government regulations; or request for emergency transportation**
3. **Failure of passenger to meet check-in requirements, please** see the Check-in time chart which outlines the minimum times required by the carrier.
4. **Failure to Occupy Seat.** Fly Jamaica Airways reserves the right to cancel all continuing or return reservations held by a passenger if the passenger does not notify Fly Jamaica Airways of their intent to cancel their reservation up to departure of the flight. Fly Jamaica Airways will not be liable for doing so other than to refund the passenger in accordance with the applicable fare rules.
5. **Refusal of Search of Passenger and Property:** When the passenger refuses to permit a search of his person or property for explosives or for concealed, prohibited, deadly or dangerous weapon(s) or article(s) or substances
6. **Failure to pay:** When passengers have not paid the appropriate fare for a booking, baggage, taxes or applicable service charges after 24 hours of booking. If the carrier has agreed to airport ticketing, payment must be made at least 4 hours prior to the scheduled departure time of the flight.
7. **Failure to Comply with Carrier's Rules and Regulations**
8. **Passenger's Condition** see Refusal to Transport Safety 21 (8)

9. **Immigration or Other Similar Considerations** e.g. incorrect, invalid and or fraudulent documents and unlawful carriage of a person through or via a country.
10. **Incomplete Information on Reservations:** The Transport Security Agency (TSA) Secure Flight Program requires that Fly Jamaica collect the following information from passengers when making a reservation to fly into, within or out of the USA: full name as appears on government issued I.D. approved for use when travelling, date of birth, gender, and redress number (optional). Fly Jamaica may cancel the passenger's reservation if this information is not received at least 72 hours prior to your scheduled departure.
11. **Passengers Conduct** e.g. abusive or offensive behaviour towards other passengers, employees or representatives of Fly Jamaica Airways
12. **Medical risk** e.g. pregnant women beyond their 36th week, infants younger than 7 days old, passengers with serious medical conditions who have been deemed unable to travel by the carrier's medical doctor.
13. **Unacceptable conduct by passengers and or requirements to be restrained** due to their mental or physical state and those passengers who may pose a risk and are/or accompanied by law enforcement.
14. **Bookings made with no intention of flying or which the carrier deems abusive** including bookings obtained by fraudulent means.

Check-in Time Limits

All flights will be closed 60 minutes prior to departure.

Routing	Recommended check-in time	Check-in/baggage drop-off deadline	Boarding gate deadline
Domestic	180 minutes	120 minutes	45 minutes
International (except JFK, New York)	180 minutes	120 minutes	45 minutes
JFK, New York	240 minutes	120 minutes	45 minutes

Fly Jamaica Airways may reassign any pre-reserved seat and/or cancel the reservation of the passenger and may be unable to carry the passenger's baggage if the passenger fails to meet the time limits specified in the Check-In Time limits chart. The carrier will not be liable for applying this rule other than to refund the passenger in accordance with the applicable fare rules and the policy under Voluntary Refunds. Passengers must allow sufficient time to check-in, process through immigration and security procedures and present themselves at the gate for boarding at the specified times. Departure will not be delayed for passengers who arrive at airports of departure too late for such formalities to be completed before the scheduled departure time.

Tickets

1. A ticket will not be issued and the carrier will not carry the passenger unless the passenger has paid the applicable fare or has complied with all credit arrangements.
2. Before boarding, the passenger must present the carrier with proof that he/she has been issued a ticket for the flight. Such proof must be in the form of a ticket, a record locator or reservation number, or boarding pass and the passenger must provide the carrier with positive identification to be entitled to transportation. The ticket will give the passenger the right to transportation only between the points of origin and destination, and on the dates, times and via the routing shown on the ticket.
3. Flight reservations will be honoured only in the order, in which they are displayed on the passenger's ticket and stored in the carrier's reservations database.
4. The carrier does not permit the passenger to hold more than one confirmed reservation on the same departure flight/origin and destination for the same travel date.
5. **CHANGES to RESERVATIONS** - All changes must be made prior to the date of the originally scheduled flights as shown on the ticket. Any changes made to a non-refundable fare type must be made on or before the departure date of the scheduled flight. Failure to make the change prior to the scheduled flight on the ticket results in the fare having no value for travel or exchange. The fare will be recalculated and the passenger will then have the possibility of accepting the new price or keeping the original carriage as shown on the ticket. Change fees, or cancellation penalties may apply depending on the fare rules of specific fares.
6. Personal Data - Passengers shall provide the carrier, or its' authorized agent with their personal data for the purpose of making a reservation, obtaining ancillary and complementary services, facilitating immigration formalities and entering the territory of a state. To this end, passengers shall authorize the carrier to retain the data collected and to transfer said data to its own agencies, its authorized agents, to the carrier, to the ancillary service providers mentioned and or the government agencies, regardless of the country and subject to the applicable law.

6. Tickets Validity for Carriage

(A)

1. **General: The ticket** is good for carriage from the airport of departure to the airport of destination via the route shown on the Ticket, for the applicable class of service and is valid for the period of time referred to in 2 below. The passenger will be accepted for carriage on the date and flight segments for which a seat has been reserved. The carrier's agreement to accept a reservation request is subject to the availability of space. The place and date of issue are then indicated on the Ticket.

(B)

2. **Period of Validity:** Generally, the period of validity for transportation will be one year from the date on which transportation commences at the point of origin designated on the paid reservation, or, if no portion of the paid reservation is used, one year from the date of issuance of the Ticket. However, certain fares may have different periods of validity. If this is the case, the specific rules associated with the fare will take precedence.

3. **Computation of the Validity of the tickets:** When computing the validity of the tickets i.e., the minimum/maximum stays and any other calendar periods set out in the Ticket, the first day to be counted will be the day following the date that transportation commenced or that the Ticket was issued.
4. **Expiration of Validity:** Tickets expire at midnight on the last day of validity based on where the Ticket receipt was issued.

(C) Extension of Ticket

1. **Carrier's Operations:** If a passenger is prevented from travelling within the period of validity of his/her ticket because the carrier:
 - (a) Cancels the flight upon which the passenger holds confirmed space;
 - (b) Omits a scheduled stop, provided this is the passenger's place of departure, place of destination, or place of stopover;
 - (c) Fails to operate a flight reasonably according to schedule;
 - (d) Causes the passenger to miss an online connection;
 - (e) Substitutes a different class of service;
 - (f) Is unable to provide previously confirmed space

The carrier will, without collecting any additional fare, extend the validity of the passenger's ticket until the passenger can travel on the first flight of the carrier, in the class of service which the passenger's fare was paid, and for which space is available.

2. **Lack of Space:** If the passenger who is in possession of a ticket is prevented from travelling within the period of validity of his/her ticket because the carrier is unable to provide space, the validity of the passenger's ticket will be extended until he/she can be re-accommodated on the first flight which has space available in the same class of service which the passenger had originally paid to travel.

(D) Upgrading (Changing from a Lower to a Higher Fare Ticket)

1. Before travel commences, a passenger may upgrade to a fare of higher value to travel to any of the carrier's destinations in the world provided travel is in accordance with 3 below.
2. Passengers upgrading in accordance with 1 above, may do so provided:
 - (a) Payment and advance purchase requirements of the new fare have been met; and
 - (b) Travel is via Fly Jamaica Airways; and
 - (c) Reservations have been booked in the appropriate class of service of the new fare; and
 - (d) The difference in fares and penalties where applicable has been paid.
3. After departure, the passenger holding a Ticket for return travel may upgrade the total fare in accordance with the rules of the fare paid.

4. The original fare paid (including all additional charges) will be used as a full credit towards the fare for the upgraded journey.
5. In the event travel at the new fare is subsequently changed and/or cancelled, the higher fee(s) for either the originally purchased or new fare shall be assessed.

Exception: For travel which has been upgraded to a fare type which has no associated fees, changes may be made without additional charge; however, the cancellation fee from the original fare will be applied to the new upgraded fare.

(E) Segment Sequence

Flights appearing on the passenger's ticket and in the carrier's database must be used in sequence from the place of departure as shown on the passenger's Ticket. Passengers will be accepted for transportation in the class of service on the date and flight for which space has been reserved.

(F) Non-transferability

A Ticket is not transferable. The carrier shall not be liable to the person entitled to be transported or to the person entitled to receive such refund for honouring or refunding such tickets when presented by someone other than the person entitled to be transported thereunder or to a refund in connection therewith.

7. FARES & CHARGES

Applicable fares are those published by or on behalf of Fly Jamaica Airways or, if not published, constructed in accordance with the carrier's Tariff filed in the AIRLINE TARIFF PUBLISHING COMPANY (ATPCO) database.

Fares and charges will apply only to air transportation between the points named on the Ticket and reserved in Fly Jamaica Airways Reservations System. Ground transfer services, will be arranged by the passenger and at his/her own expense and are not subject to the terms of the Contract of Carriage and the Tariff.

Name corrections will be allowed once on a reservation at a fee of USD25.00/CAD25.00.

Blackout dates are restricted travel dates when applicable.

Surcharges may be assigned by the airline which are payable by the passenger.

The fares in effect are:

1. Subject to government requirements, the Contract of Carriage and the Tariff:

The applicable fare is the fare in effect on the date of commencement of the carriage as indicated for the first flight segment of the Ticket.

2. All fares are one way fares.
3. Some fares may have an advance booking and payment requirement
4. Fares and charges are stated in U.S. Dollars except for travel originating Canada; which will be stated in Canadian dollars, provisions are subject to government regulations and applicable foreign exchange regulations. Travel outside of US/Canada, fares will be stated in USD dollars and converted to the local currency for payment.

5. When the fares or charges collected are not the applicable fares or charges, the difference will be refunded or collected from the passenger, as may be appropriate.
6. The fares are subject to specific fare rules which govern the purchase, changes, cancellation and refund applicability.

ROUTING

1. Unless otherwise provided in the carrier's Contract of Carriage and/or Tariff, fares apply only to their associated routing. If there is more than one routing associated with a fare, the passenger, prior to their Ticket being issued, may specify the routing they prefer. If no routing is specified, the carrier may determine the routing.
2. Where a fare is purchased from point of origin to the point where return travel commences, and that fare is less than a fare to an intermediate point enroute, the fare charged must be increased to at least the minimum fare applicable to any higher cost intermediate points.

TAXES AND CHARGES

Any tax or charge imposed by government or other authority, or by the operator of an airport, or surcharge by the airline in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges, and will be payable by the passenger, except as otherwise provided in the carrier's Contract of Carriage and Tariff. The conditions under which taxes are imposed, collected or refunded are established by the taxing authority (domestic or foreign) and in all cases will be respected. As a result, the carrier will either collect new or higher amounts or refund all or a portion of the tax paid based on the conditions imposed by the taxing authority. Taxes and surcharges will be shown separately on the Ticket. The passenger will be advised by the carrier of the taxes and surcharges appearing on the Ticket at the time of purchase.

METHODS OF PAYMENT

Fly Jamaica Airways will accept the following methods of payment for fares, fees and charges : Credit cards (acceptable to carrier), debit cards, manager's cheques, money transfers (where applicable) and cash in currencies acceptable to the carrier.

Passengers whose bookings are paid for using a credit card are required to present the original credit card at check-in with 2 pieces of identification for clearance by the carrier.

8. ACCEPTANCE OF Infants, Children and Unaccompanied Minors

(A) General

1. Infants and Children under 15 years of age, accompanied in the same cabin by a passenger 15 years of age or older, will be accepted for transportation.
2. Persons entrusted with the care of infants and children must be capable of discharging this duty.

Infants

1. Fly Jamaica Airways will **not** accept infants for travel within the first seven (7) days of birth.
2. Infants under two years of age on the date of travel require a ticket but do not require a seat.
3. Only one infant under the age of two years may be held in the lap of an accompanying passenger 15 years of age or older. Due to safety restrictions, only a limited number of infants held in lap can be accepted on a Fly Jamaica Airways flight. A maximum of 2 lap infants can be accepted in any seat row, one on either side of the aisle. Only self-reliant passengers with disabilities may travel with an infant.
4. No single passenger shall be responsible for more than one infant whether the infant is held on the lap of an accompanying passenger or a seat has been purchased for the infant and the infant is secured in an approved child restraint system (car seat).
5. An infant less than two years of age at the time of departure but reaching his/her second birthday during the continuing/return flight(s) will require a seat and must pay the applicable fare for the continuing/return flight(s).
6. Infants under two years of age occupying a seat must be properly secured in an approved child restraint device.

Children

1. All children, 15 years of age or older (**YP -Young Passenger**), will be able to travel unaccompanied without supervision and will be considered to be adults for fare purposes.

YP Restrictions when Travel to the USA – (YP's will not be allowed to clear Immigration/Customs unaccompanied, therefore will require carrier service on arrival). This service will not attract a fee unless the UM service is requested throughout the journey.
2. All children, 15 years of age or older (**YP's**), may accompany other infants and children under 15 years old and will be considered as adults for the purposes of travel and will be charged the applicable adult fare.
3. All children, two years of age or older, must be issued with a ticket and assigned a seat.
4. Children between 2 and 5 years must be accompanied by a passenger 15 years or older.
5. All children 2 to 11 years are considered to be a child for the purpose of air travel and will pay the applicable child's fare, when accompanied by a passenger 15 years of age or older for the entire trip. If travelling unaccompanied, eligible minors 5 to under 15 years, must use the UM service and pay the applicable fee.
6. Children age 12 to under 18 years are considered to be adults for the purpose of air travel and will pay the applicable adult fare.
7. YP's (young passenger) age 15 to under 18 **will be** assessed the UM fee when using the UM service and will pay the applicable adult fare.

For travel to or from some countries, the carrier may require presentation of the following documents when children are accompanied by an adult:

Documents establishing legal custody, a notarized letter from parent authorizing travel, death certificate if one parent is deceased, applicable visas and valid entry documents and any other documentation required by the country of destination.

For Canadian children who travel outside of the country, the following is required along with the above, if the accompanying adult is the child's legal guardian, their own passports, a copy of the court order granting guardianship must be presented, if only one parent is named on a child's birth certificate, the accompanying parent must provide a legal copy of the child's birth certificate. If a minor child travels to a foreign country with only one parent, the accompanying parent requires a legal certified consent from the absent parent as well as a copy of any separation or divorce decree. If the absent parent is deceased, a legal copy of the death certificate should be presented.

9. Unaccompanied Minors

1. For purposes of this rule, "guardian" is any adult/parent having responsibility for the welfare of a minor.
2. Fly Jamaica Airways offers a supervision service called the Unaccompanied Minor Service (UM Service) for all minors who have achieved the minimum age. This service is either mandatory or optional, depending upon the age of the minor.
3. With the exception of the service specifically provided to an unaccompanied minor in this rule, the carrier will not assume any financial or guardianship responsibilities for the unaccompanied minor beyond those applicable to an adult passenger.

Age Restrictions

1. Minors under 5 years of age are not eligible to use the UM Service, and must always be accompanied by a person aged 15 or older when travelling. The accompanying passenger must occupy a seat in the same cabin as the minor.
2. Minors 5 to under 15 years of age may only fly unaccompanied if they are using the UM Service, outlined below.
3. Minors from age 15 to a maximum of under 18 years of age when travelling to the US must use the UM Service on arrival as they not permitted to clear Immigration/Customs without supervision. Please note, however, that when a guardian requests the full UM Service throughout the journey for a minor between these ages, all travel restrictions applicable to the UM Service will apply.

Travel Restrictions

The UM Service is available on non-stop flights or direct flights (a direct flight makes a stop but there is no change of aircraft).

Fares and Charges

1. Unaccompanied minors travelling on the UM Service provided by the carrier will be subject to the applicable adult fare.
2. A charge of \$100.00 USD/CAD per **minor/young passenger**, in each direction, will be applied for using the UM Service for all destinations.

Young passengers of ages 12 to under 15 **WILL BE** assessed the UM charge. Young passengers 15 to under 18 will be assessed the UM charge if the service is requested for their entire journey.

3. When one or more minors are travelling together on the same booking record to a maximum of two minors, only one UM Service charge in each direction will apply.
4. The charge is non-refundable and is subject to applicable taxes.

Conditions of Application for Unaccompanied Travel

1. Arrangements and registration for the UM Service must be made at least 48 hours prior to departure (**Reservations Call Centre (18559335952 USA/CANADA, 592-222-0227 Guyana or 8766193595, 8766569832 Jamaica)**). **All the necessary travel documents must be arranged and checked for validity prior to making reservations.**
2. The minor must be brought to the airport of departure by a guardian who remains with the minor until Fly Jamaica Airways starts providing supervision. The guardian will complete all the required documents which include providing the carrier with satisfactory evidence that the minor will be met by another parent, guardian or other responsible adult. The handling advice for the unaccompanied minor must be signed by the parent or guardian at the airport. The guardian who will be meeting the unaccompanied minor at the airport of arrival must have photo identification which will allow the carrier's personnel to identify this person as the appropriate person designated to meet the minor.
3. The guardian will be required to remain at the airport of departure until the aircraft has departed.
4. In case of emergency, the guardian must provide Fly Jamaica Airways with the name and phone number of a person who can be contacted during the time the minor is in Fly Jamaica Airway's care.
5. Unaccompanied minors aged 5 to under 15 years old will not be accepted if the flight on which the minor holds a reservation is expected to terminate short of, or bypass the minor's destination.
6. Once the minor is under the care of Fly Jamaica Airways, the minor will be provided supervision by the carrier until he/she is met at the destination by a guardian who can confirm to the carrier's personnel or agents by means of photo identification that they are the person(s) designated to meet the minor.
7. Confirmed reservations must be booked for unaccompanied minors. Standby travel is not permitted.
8. A minor with a medical condition or a minor with a disability may not be accepted for travel if unaccompanied. Medical approval from Fly Jamaica's medical officer may be required for any UM Service to be offered to a minor with a medical condition or a disability.
9. Due to safety reasons, a limited number of unaccompanied minors can be accepted per flight and aircraft type.

10. SPECIAL NEEDS PASSENGERS

(A) Acceptance for Carriage

Fly Jamaica Airways will make every effort to accommodate a person with a disability. In instances where refusing transportation to a person with a disability is necessary, the carrier will provide a written explanation to the person for the decision to refuse carriage within 10 calendar days of the refusal of transportation.

Oxygen & Stretchers

Fly Jamaica Airways cannot provide oxygen or transport passengers on stretchers or in incubators.

Passengers with a disability who must use a portable oxygen concentrator (POC) or a portable oxygen ventilator (POV) will be accepted if these items are FAA/JCAA approved, have met the safety standards of Fly Jamaica Airways and have met the safety and regulatory requirements of the country travelling to, from and over. An adequate number of non-spillable batteries (which are clearly labeled non-spillable) need to be brought by the passenger to last before, during the flight and up to an adequate number of hours after the flight in event of an unanticipated delay.

Passengers must advise the **Reservations Call Centre (18559335952 USA/CANADA, 592-222-0227 Guyana or 8766193595, 8766569832 Jamaica at least 48 hours prior to the flight)** that they are travelling with these items whether they are booked online, through a travel agency or directly with OJ and they will be advised of Fly Jamaica Airways requirements and procedures. Batteries must be packed in accordance with the carrier's rules. Failure to adhere to the requirements will result in the denied use of the POC/POV during travel.

Passengers must provide a signed letter from their doctor explaining the necessity of their use of the items and the capacity of the passenger to adequately operate and monitor the flow rates, understand and respond to the warnings emitted by the device.

B) Acceptance of Declaration of Self-Reliance

Fly Jamaica Airways will accept the assurance made by or on the behalf of a person with a disability as to self-reliance while observing the applicable safety-related rules and regulations. If the passenger advises that he or she is self-reliant, Fly Jamaica will not refuse the passengers transportation on the basis that the person with a disability is not accompanied by a personal attendant or based on the assumption that the passenger may require assistance from airline employees in meeting the passenger's needs such as assistance with eating, using the washroom facilities, elimination functions at their seat or administering medication which are beyond the range of services that are normally offered by the carrier.

(C) Medical Clearance

Fly Jamaica Airways will not automatically require a medical certificate from persons with disabilities as a condition of travel. However, Fly Jamaica agents or representatives may, using reasonable observation, determine that a person with a disability requires medical clearance where his/her safety or well-being, or that of other passengers, cannot be guaranteed. If Fly Jamaica refuses a passenger for such reasons, a written explanation will be provided within 10 calendar days of the refusal of transportation or within such time frame presented by relevant law or regulation.

(D) Advance Notice

Where a passenger requests a service set out in this rule at least 48 hours prior to departure, the carrier will provide the service subject to the provision of the rule. Such requests should be made by the passenger at the time of reservation, and as far in advance of travel as possible. Where a passenger requests a service less than 48 hours prior to departure, Fly Jamaica Airways will make a reasonable effort to provide the service.

(E) Seating Restrictions and Assignments

When a person identifies the nature of his or her disability, Fly Jamaica Airways will inform the passenger of the available seats that are most accessible and then assign the passenger an appropriate seat. If a person with a disability is travelling with an attendant, Fly Jamaica Airways will provide seating together if it is requested. The personal attendant must be an able-bodied, capable/qualified person 15 years of age or older, physically capable of assisting a passenger with a disability to an exit in the event of an emergency and who will attend to the personal needs of that passenger during flight, where such is required.

Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows, or otherwise in accordance with applicable safety-related rules and regulations.

Fly Jamaica Airways' Seating Configuration chart can be viewed at <http://www.fly-jamaica.com/customer-info/special-needs/seating-configuration/>.

(F) Acceptance of Aids

In addition to the regular baggage allowance, the carrier will accept, without charge, as priority checked baggage, mobility aids, including:

1. An electric wheelchair, a scooter or a manually operated rigid-frame wheelchair; however battery operated wheelchairs must be labeled by the manufacturer as "non-spillable". Damaged or leaking batteries will not be accepted for transport on the aircraft. The airline will advise the passengers on the proper storage procedures when carrying batteries for the aids. Passengers must advise the **Reservations Call Centre (18559335952 USA/CANADA, 592-222-0227 Guyana or 8766193595, 8766569832 Jamaica) at least 48 hours prior to the flight.**
2. A manually operated folding wheelchair;
3. A walker, a cane, crutches or braces;
4. Any device that assists the person to communicate; and
5. Any prosthesis or medical device.

Where space permits, the carrier will, without charge, permit the person to store a manually operated folding wheelchair and small aids in the passenger cabin during the flight.

The assembling and disassembling of mobility aids with written instruction from the owner is provided by the carrier without charge.

Wheelchairs and mobility aids will be the last items to be stowed in the aircraft hold and the first items to be removed.

(G) Manually Operated Wheelchair Access

Fly Jamaica Airways will permit the person who uses a manually operated wheelchair to remain in the wheelchair:

1. until the person reaches the boarding gate
2. where facilities permit while the person is moving between the terminal and the door of the aircraft;
3. where space and facilities permit while the person is moving between the terminal and the passenger seat

(H) Service Animals

Fly Jamaica Airways will accept for transportation, without charge, a seeing eye dog/seizure alert dog required to assist a person with a disability provided that the animal is properly harnessed and certified as having been trained by a professional service animal institution, to accompany the person on board the aircraft and to remain on the floor at the person's passenger seat.

For entry into Jamaica - The only dogs accepted as those that are born and bred in Great Britain, Northern Ireland or the Republic of Ireland, have never left the country and have not been inoculated with a rabies vaccine. Passengers should check with other countries as to the acceptance of the service animals prior to making travel arrangements.

In the event that you are travelling with a service animal or emotional support animal, you will be required to obtain an import permit from the Veterinary Services Division of the Ministry of Agriculture prior to arrival at the airport. Please note: All animals travelling to Jamaica must be rabies free.

Jamaica – For more information contact the Veterinary Services Division at 876-9772489 or 8769772492. To secure a permit, fax a letter of request to 8769770885.

Website - Jamaica - www.moa.gov.jm, www.jhcuk.org,

Guyana - http://www.guyana.org/govt/remigrant_manual.html#11

Local regulations at the Passenger's final or intermediate destination(s) may apply and impose further requirements or restrictions, including but not limited to, carriage in the passenger cabin, limitations on the designation of Service Animals to dogs only, or the non-recognition of emotional support animals as trained and qualified Service Animals.

As certain unusual animals/reptiles pose unavoidable safety and/or public health concerns, Fly Jamaica Airways will not accept snakes, other reptiles, ferrets, rodents and spiders as Service Animals or Emotional Support Animals.

For the comfort of all passengers, the carrier staff will determine, in consultation with the person with a disability, where the person and Service Animal will be seated.

Passengers must maintain control over their service animals at all times especially if there are interactions with other service animals on board. The passenger is liable for all damages which an animal may cause to others.

Fly Jamaica Airways will not be responsible in the event of loss, delay, injury, sickness or death of any service animal accepted for transportation if the animal is in direct control of the passenger.

(I) Services to be provided to Persons with Disabilities

The carrier will ensure that services are provided to persons with disabilities when a request for such services is made at least 48 hours prior to departure and if space is available and will make reasonable efforts to accommodate requests not made within this time limit. Services to be provided upon request will include:

1. Assisting with registration at the check-in counter;

2. Assisting in proceeding to the boarding area;
 3. Assisting in boarding and deplaning;
 4. Assisting in stowing and retrieving carry-on baggage and retrieving checked baggage;
 5. Assisting in moving to and from an aircraft lavatory; not involving lifting or carrying the person;
 6. Assisting in proceeding to the general public area or, in some cases, to a representative of another carrier;
 7. Transferring a person between the person's own mobility aid and a mobility aid provided by the carrier;
 8. Transferring a person between a mobility aid and the person's passenger seat;
 9. Providing limited assistance with meals, such as opening packages and identifying items.
10. Inquiring periodically during a flight about a person's needs; and
11. Briefing individual passengers with disabilities and their attendant on emergency procedures and the layout of the cabin.

(J) Boarding and Deplaning

Persons with disabilities needing assistance with boarding and deplaning may be required to board separately (normally prior to all other passengers) and disembark separately (normally after all other passengers).

(K) Communication and Confirmation of Information

The carrier will ensure that instructions relating to requests for accommodation from persons with disabilities are passed on to appropriate personnel along with other special instructions. A list of the services that the operator had undertaken to provide at the time of reservation will also be transmitted to the personnel assisting such persons.

Announcements to passengers concerning stops, delays, schedule changes, connections, on-board services and claiming of baggage will be made in visual, verbal and/or written format to persons with disabilities who request such a service.

The carrier will supply a written confirmation of such services and, whenever possible, will indicate in the record of a person's reservation any services that it will provide to that person.

(L) Inquire Periodically

When persons in wheelchairs who are not independently mobile are waiting to board an aircraft, the carrier will inquire periodically about their needs, and shall attend to those needs where the services required are usually provided by the air carrier.

11. ACCEPTANCE OF OTHER ANIMALS (Search & rescue dogs and Pets)

Fly Jamaica Airways does not accept pets in cabin. Please contact our Cargo department at (876-656-9837, 876-6569832, 876-6193595, 592-6951253, 9056761991, or 718-641-1199 for information on carriage of animals.

The only live animals accepted in cabin are seeing-eye dogs and seizure alert dogs to accompany passengers with disabilities who are dependent on the animal subject to local laws and regulations.

The carrier may under unusual emergency circumstances accommodate governments' requests to accept search and rescue dogs subject to the agreement of the countries being entered into/from or through. Handlers are responsible to have their permits and any other documentation for entry into a country. Dogs should be trained and certified as trained.

For entry into Jamaica, the only dogs accepted as those that are born and bred in Great Britain, Northern Ireland or the Republic of Ireland, have never left the country and have not been inoculated with a rabies vaccine. In the event that you are travelling with a service animal, emotional support animal or search and rescue dog, you will be required to obtain an import permit from the Veterinary Services Division of the Ministry of Agriculture prior to arrival at the airport. Please note: All animals travelling to Jamaica must be rabies free.

Jamaica – For more information contact the Veterinary Services Division at 876-9772489 or 8769772492. To secure a permit, fax a letter of request to 8769770885. Website - www.moa.gov.jm www.jhcuk.org

Guyana -Veterinary Authority, Ministry of Agriculture, Animal Services Division at Regent & New Garden Streets, Georgetown, Guyana - http://www.guyana.org/govt/remigrant_manual.html#11

(A)

1. Advance arrangements must be made with the carrier before any seeing eye dog/seizure alert dog will be accepted for carriage in cabin or as checked baggage. A fee will be charged to accommodate a search & rescue dog as checked baggage.
2. The carrier **will not** accept for carriage animals such as domestic dogs, cats, ferrets, rabbits, snakes, other reptiles and birds, as carry-on baggage. Please contact our cargo Department for information of carriage of these animals.
3. The passenger assumes full responsibility for the animal. Before the animal is accepted for carriage, the passenger must make all necessary arrangements to obtain valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit. In the absence of such documentation, the animal will not be accepted for carriage.
4. When travel involves more than one carrier, the passenger should verify the policy of each carrier involved in the itinerary and ensure that the requirements of each carrier have been met and that each carrier is aware and has agreed to carry the animal on its own aircraft.

(B) Animals in Cabin (only Seeing-eye and seizure alert dogs are accepted in cabin)

1. Only one animal per passenger with a disability may be accepted for carriage in the passenger cabin.
2. The in-cabin dog should be of a size to fit in the area directly in front of the passenger's seat.

3. The maximum allowable weight for the animal must not exceed 50lb/23kg.

12. BAGGAGE

1. General Conditions of Acceptance of Checked and Unchecked Baggage

Fly Jamaica Airways will accept for transportation as baggage, any item that is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip, subject to the following:

The carrier will not assume any liability for minor damage such as scratches, scuffs, stains, dents, cuts and dirt resulting from normal handling or wear.

Fly Jamaica Airways will not assume any liability for any damage to protruding parts on any item of baggage e.g. belts, buckles, straps, handles and wheels.

The carrier will not be liable for damage to baggage which has been over-packed or improperly packed.

Fly Jamaica Airways will not be liable for baggage which passenger does not claim immediately upon arrival.

Passengers whose journey includes more than one carrier should verify the allowances with the other carriers as there may be differences on different legs of their entire journey.

BAGGAGE EMBARGO

Boxes and Excess Baggage will not be accepted during the following periods and any other holiday period so identified by the carrier:

Southbound: December 15 – December 27, **Northbound:** December 31 – January 6

1. Checked Baggage

- (a) Once Fly Jamaica Airways or its' agents takes possession of the passenger's checked baggage, the carrier will issue a baggage identification tag for each piece of checked baggage. A portion of this tag will be provided to the passenger and each bag will be affixed with the corresponding remaining portion of the tag.
- (b) Checked baggage will be carried on the same aircraft as the passenger unless the baggage is delayed or the carrier decides that it is impractical to carry the baggage on the same aircraft. In case of delay, Fly Jamaica Airways will take necessary steps to inform the passenger on the status of the baggage and advise the time to collect the bag as passengers are required to be present for customs clearance. The carrier will ensure that the passenger has their incidentals covered for an overnight stay where applicable.
- (c) Checked baggage **must never** contain E-Cigarettes or other battery-powered portable electronic smoking devices. **Homemade "modified battery packs whether installed in a device or carried as a spare are forbidden on an aircraft. Spare Lithium batteries must be placed in carry-on baggage.**
- d. Checked baggage **must never contain SAMSUNG Galaxy Note 7 phones.** They are forbidden on Fly Jamaica Airways aircraft.

2. Carry-on baggage – Fly Jamaica assumes no liability for cabin baggage.

- (a) Carry-on baggage must be within the carrier's size and weight limits to be taken onboard the aircraft. Checks will be performed at the gate for excess weight or extra pieces of cabin baggage. Baggage in excess of the free allowance will be removed and stowed in the baggage holds and passengers will be charged for the excess cabin baggage.
- (b) Carry-on baggage must fit under the seat located in front of the passenger or in the enclosed storage compartment in the passenger cabin of the aircraft.
- (c) Unchecked baggage has to meet security restrictions such as the amount or quantities of liquids or gels taken on board. There are also country enforced security restrictions which must be adhered to, please check with the country's website to which you are traveling for more information. Cabin baggage **should never contain** the following items; guns, firearms, weapons, toy guns, air pistols, rifles, signal flare pistols, starter pistols, cross bows, harpoons, spear guns, lighters, axes, hatchets, ice picks, ice skates, knives, machetes, razors, sabres, swords, scissors, box cutters skis, hiking poles, screwdrivers, Samsung galaxy Note 7 phones and any other objects capable of causing damage or injury,.

USA – www.tsa.gov/311, Canada – <http://www.catsa-acsta.gc.ca/>

- (d) **Musical Instrument, Valuable & Delicate Objects** which are not suitable for carriage as checked baggage (e.g. delicate musical instruments, medical aids, valuable items) will only be accepted for transportation in the passenger cabin of the aircraft if advance notice is given to the carrier and the carrier agrees to carry the object. If the item is too big, delicate or sensitive in nature to be placed in the overhead bin, the passenger may pay for an extra seat prior to departure if space is available. The charge for the extra seat shall be 100% of the fare for the class of service used by the passenger for that portion of the trip on which the extra seat is used. Passengers should contact the carrier or review its Web site for more information about which objects are not suitable for carriage as checked baggage and will only be accepted for transportation in the passenger cabin of the aircraft upon prior agreement with the carrier. If a seat is required to transport any of these items, it will be subject to inspection and search. Note the object must be securely wrapped or encased, it should not exceed weight restrictions which may cause damage to the seat and it must be securely strapped in the seat (to prevent shifting and hazards to other passengers or damage to the aircraft) adjacent to the passenger. Fly Jamaica assumes no liability for musical, or delicate items not packed in a hard-sided case.
- (e) **Battery powered E-cigarettes, Vaporizers, vape pens, atomizers, electronic nicotine delivery system are prohibited in checked baggage and may only be carried in 'carry-on baggage' or on your person. Homemade "modified" battery packs whether installed in a device or carried as a spare are forbidden on an aircraft. Spare Lithium batteries must be placed in carry-on baggage.**

13. **FREE BAGGAGE ALLOWANCE**

The passenger is entitled to carry free of charge, checked and unchecked baggage as specified and subject to the conditions and limitations set out in the charts below. A lap infant is permitted 1 piece of checked baggage and 1 item of cabin baggage.

CHECKED BAGGAGE

Type of Service	Maximum Number of Bags /Boxes Permitted	Maximum Weight Per Bag/Box	Maximum Dimension Per Bag/Box (H+W+L)
Business Class	2 pieces	70lb /32kg	62 in/158cm
Economy Class	2 pieces	50lb/23kg	62 in/158cm

CABIN BAGGAGE

Fly Jamaica permits cabin baggage allowance of 1 piece plus 1 personal item i.e. handbag, camera case, laptop, briefcase, diaper bag, duty free item not exceeding specifications below. Passengers travelling with infants are allowed a car seat or collapsible stroller on a space available basis.

TSA GUIDELINES - <http://www.tsa.gov/traveler-information/3-1-1-carry-ons>

Type of Service	Maximum No. of Bags Permitted	Weight Per Bag	Dimension Per Bag (H+W+L)
All Classes	1 piece	22lb/10kg	45 in/115cm

- (a) If a passenger exceeds the maximum number of bags permitted and/or the maximum weight allowed for each bag or the maximum dimensions permitted for each checked or carried on bag, the passenger will be subject to the excess baggage charges set out in the Excess Baggage chart.

Note: This provision does not apply to aids for persons with disabilities.

- (b) The passenger's name and point of contact must appear on the baggage. It is recommended that the name and point of contact also be included inside the baggage.
- (c) Cabin baggage should never contain the following items; guns, firearms, weapons, toy guns, air pistols, rifles, signal flare pistols, starter pistols, cross bows, harpoons, spear guns, lighters, axes, hatchets, ice picks, ice skates, knives, machetes, razors, sabres, swords, scissors, box cutters, skis, hiking poles, screwdrivers, Samsung Galaxy note phones and any other objects capable of causing damage or injury.

14. COLLECTION AND DELIVERY OF BAGGAGE

1. Only the passenger who was given a baggage identification tag when Fly Jamaica took possession of the baggage is entitled to accept delivery of the baggage.
2. If the passenger claiming the checked baggage is unable to produce his/her portion of the baggage identification tag and identify the baggage by means of its baggage identification tag, the carrier must receive satisfactory proof that the baggage belongs to the passenger in question before delivering the baggage to the passenger.
3. Acceptance of the baggage without complaint, within the time limits stipulated by the passenger in possession of the baggage identification tag is evidence that the carrier delivered the baggage in good condition and in accordance with the Contract of Carriage and this tariff.

4. Delayed or Damaged Baggage – The Fly Jamaica agent or representative must be advised prior to leaving the airport if your baggage is delayed or damaged. **For any enquiries please call Reservations Call Centre (18559335952 USA/CANADA, 592-222-0227 Guyana or 8766193595, 8766569832 Jamaica).**

15. EXCESS BAGGAGE

Fly Jamaica Airways will accept baggage in excess of the free baggage allowance on a Space Available Basis upon receipt of the applicable charge from the passenger. The charge for the excess baggage is payable upon check-in prior to departure.

Persons with disabilities travelling with their medical and mobility aids are not subject to the excess baggage charge for these aids.

BAGGAGE EMBARGO: Boxes and Excess Baggage will not be accepted during the following periods and any other holiday periods identified by Fly Jamaica Airways:

Southbound: December 15 – December 27, Northbound: December 31 – January 6

EXCESS BAGGAGE/OVERWEIGHT CHARGES

Excess Baggage Criteria	Excess Baggage Charges To/from Jamaica, US, Caribbean and South/Central America	Excess Baggage Charges To/from Guyana	Excess Baggage Charges To/from Canada
Overweight/Oversized baggage 51-70lb /23-32kg Oversized 63-80in /203.2cm (H+W+L)	USD75 per piece	USD75 per piece	CAD75 per piece
Extra pieces of baggage over the free allowance which meet weight and dimension limitations all classes.	USD150 per piece	USD150 per piece	CAD150 per piece
Extra pieces of Baggage which exceed the free allowance weights and dimensions i.e. 51-70lb/23-32kg, and dimensions of 63-80in /203.2cm are assessed a combined fee	USD225 per piece	USD225 per piece	CAD225 per piece
Baggage that exceeds seventy pounds 70lb/ 32kg or 80in/203.2cm in dimensions for all classes.	Will not be accepted as checked baggage	Will not be accepted as checked baggage	Will not be accepted as checked baggage

Dimensions: Calculated (H+W+L)

H-Height, W-Width, L-Length

SPORTING EQUIPMENT

The following sporting equipment will not be included in determining the baggage allowance (***except for golfing equipment***) ***and will be assessed the charges listed in the table below***. The charges specified in the table will apply to the items of sporting equipment, whether or not it is presented as a single piece. Items must not exceed the maximum weight of 70lbs/32kgs for excess baggage or 80"/202.3 cm. in dimensions.

SPORTING EQUIPMENT	TO/FROM USA	TO/FROM CARIBBEAN & SOUTH AMERICA	TO/FROM CANADA
Bicycles	USD50.00	USD50.00	CAD50.00
Skiing Equipment	USD50.00	USD50.00	CAD50.00
Golfing Equipment	Include in the baggage allowance. When in excess of the baggage allowance the charge is USD50	Include in the baggage allowance. When in excess of the baggage allowance the charge is USD50	Include in the baggage allowance. When in excess of the baggage allowance the charge is CAD50
Fishing Equipment	USD50.00	USD50.00	CAD50.00
*Sporting Guns	USD50.00	USD50.00	CAD50.00
*Scuba Diving Equipment	USD50.00	USD50.00	CAD50.00
Cricket/Hockey	USD50.00	USD50.00	CAD50.00
Bowling Equipment	USD50.00	USD50.00	CAD50.00
Archery	USD125.00	USD125.00	CAD125.00

- i. Sporting equipment must be securely encased to avoid protrusions which may cause damage to other baggage.
- ii. Golfing Equipment consisting of one golf bag containing not more than fourteen golf clubs, twelve golf balls and one pair of golf shoes will be included in determining the passenger free baggage allowance.
- iii. Golf bags, maximum allowed weight is 50lb/23kg for free allowance and 70lb/32kg for excess baggage.
- iv. Sporting Guns must meet carrier security acceptance procedures and restrictions.

- v. Scuba Diving Equipment must comply with restrictions in accordance with ICAO Technical Instruction for the safe transport of Dangerous Goods by Air and IATA Dangerous Goods Regulations.
- vi. Any piece which exceeds 70lb/32kg or the total outside dimensions of 80 in/203.2 cm will not be accepted. These items may be accepted as cargo. Kindly contact the Cargo Department.

16. ITEMS UNACCEPTABLE AS BAGGAGE

The following items are unacceptable as baggage and will not be transported by Fly Jamaica Airways.

1. Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over.
2. Dangerous Goods: Items which are likely to endanger the aircraft or persons or property on board the aircraft. These unacceptable items are specified in the International Civil Aviation Organization (ICAO) *Technical Instructions for the Safe Transport of Dangerous Goods by Air* and the International Air Transport Association (IATA) *Dangerous Goods Regulations*. See www.iata.org/dgr
3. Items, which in Fly Jamaica 's opinion, are unsuitable for carriage because of their weight, size or character, for example, fragile or perishable items may be accepted at the carrier's discretion if they are declared, packed in original packaging and clearly marked as fragile and perishable.
4. Live animals except Service Animals (dogs only). For carriage of any other animals, please check with the Cargo Department.

Jamaica – For more information contact the Veterinary Services Division at 876-9772489 or 8769772492. To secure a permit, fax a letter of request to 8769770885. Jamaica - www.moa.gov.jm

5. Firearms and Ammunition: Under no circumstances may a passenger carry firearms and ammunition on board an aircraft without the following procedures being adhered to. The carriage of ammunition is subject to the ICAO and IATA regulations mentioned in 2 above. www.iata.org/dgr

Passengers must have valid firearm licenses and permits of countries of origin and destination which must be produced at check-in. Custom declarations and Custom pre-clearance at both arrival and departure countries must be in place prior to passage. Passengers under the age of eighteen (18) **will not be allowed** to check-in any type of firearm and ammunition.

Fly Jamaica Airways **prohibits carriage of any firearm and ammunition within the cabin of the aircraft**. However, these items may be accepted for transportation as checked baggage under Fly Jamaica and security regulations.

When checking a weapon and or ammunition, passenger(s) must declare to a Fly Jamaica Airways customer service representative that a weapon is being checked. He/she will be required to; read, complete and sign a "Declaration of Surrender of Firearms and Munitions of War" form and produce all customs declaration, applicable valid permits, also permits for entry and exit of countries on their journey.

All personal and sporting firearms must be unloaded and suitably encased for transportation. Rifles, handguns and shotguns must be packed in a container specifically designed for the firearm, or in its own lockable hard sided case. Fly Jamaica Airways will not accept for transportation any firearms in cases or luggage that cannot be locked.

Passengers may check up to 5kg/11lbs of ammunition as **checked baggage only** per passenger. Ammunition must be housed separately from the firearm. The ammunition must be packed in the manufacturer's original container or metal box that provides for adequate cartridge separation and is specifically designed to carry ammunition.

6. Weapons such as antique firearms, swords, knives and other similar items may be accepted as checked baggage at the carrier's discretion, provided they are suitably packed.
7. The passenger shall not include in the checked baggage fragile or perishable items, money, electronics, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, business documents, samples, passports and other identification documents. Fly Jamaica will not be liable for loss, damage or spoilage of such items in checked baggage.
8. Battery powered E-cigarettes, Vaporizers, vape pens, atomizers, electronic nicotine delivery system are prohibited in checked baggage and may only be carried in 'carry-on baggage' or on your person. Homemade "modified" battery packs whether installed in a device or carried as a spare are forbidden on an aircraft. Spare Lithium batteries must be placed in carry-on baggage.
9. ALL Samsung Galaxy Note 7 smartphone devices are not permitted on any Fly Jamaica aircraft. These devices will NOT be permitted on any Fly Jamaica Airways flights as checked luggage, carry-on or on your person.

17. RIGHT TO REFUSE CARRIAGE OF BAGGAGE

1. Fly Jamaica Airways will refuse to carry as checked baggage, any bag that the carrier has discovered to contain any unacceptable item mentioned in (16) above and when the passenger fails to provide the carrier with prior notice that they wish to carry such an item in their baggage.
2. Fly Jamaica Airways will, at its sole discretion, refuse to carry any baggage because of its size, shape, weight or character restrictions.
3. The carrier may carry on later flights baggage which is in excess of the free baggage allowance.
4. The carrier will refuse to carry checked baggage if it determines that the baggage has not been properly and securely packed in suitable suitcases, boxes or containers.

18. RIGHT OF SEARCH

The carrier may request the passenger to permit a search to be conducted of his/her person and baggage. The purpose of any search is to ensure aircraft and passenger safety and security to determine whether the passenger is in possession of, and or the baggage contains items above or any arms or ammunition which has not been presented to the carrier. If the passenger refuses to comply with the request for search, the carrier may refuse to carry the passenger and/or his/her baggage.

The passenger shall submit to all necessary security checks by government, airport officials and by designated security personnel of the carrier.

As required, the passenger must be present for the inspection of his/her baggage by customs or other government officials. Fly Jamaica Airways, its employees or agents will not be liable for any loss or damage suffered by the passenger in the course of such inspection or through the passenger's failure to comply with this requirement.

19. GROUND TRANSFER

1. Fly Jamaica Airways does not maintain, operate or provide ground transfer services.
2. Any ground transfer service is performed by independent operators who are not and shall not be deemed to be, agents or servants of Fly Jamaica Airways.
3. Any effort by an employee, agent or representative of the carrier in assisting the passenger to make arrangements for such ground transfer service shall in no way make the carrier liable for the acts or omissions of such an independent operator.

20. REFUNDS

1. The passenger must present to the carrier or its authorized agent the unused Ticket, a record locator, or a reservation number as satisfactory proof that the passenger has unused portions of a ticket which are eligible for refund.
2. The carrier will make a refund to the person who purchased the airfare.
3. If, at the time of payment for reservations, the purchaser designates another person to whom the refund shall be made, then the refund will be made to the person so designated. To do so, the passenger must contact the carrier directly.
4. Acceptance of a refund by the passenger will release the carrier from further liability.
5. In any instance where refunds are appropriate, the carrier will process requests in a timely manner and refund the fare in the original form of payment.
6. Following the receipt of payment from a passenger, Fly Jamaica will allow a reservation and payment to be cancelled within 24 hours of such booking and payment and the passenger will received a full refund without penalty where the booking is made one week or more before the flight's scheduled departure.
7. If the booking was paid for through a travel agency, the passenger should contact the travel agency to process the refund.

(B) Involuntary Refunds

1. Involuntary refunds are not subject to any restrictions contained in the applicable fare rule.
2. If no portion of a ticket has been used, the amount of refund will be equal to the fare and charges paid less applicable government taxes.
3. If a portion of the ticket has been used, the amount refunded to the purchaser will be the one that results in the most generous amount using one of the following methods:
 - (a) The difference between the fare paid and the fare for transportation actually used or to be used; or,
 - (b) Provided that the point where travel terminated was on the passenger's routing as shown on the original ticket and the routing remains unchanged, the passenger will be refunded the difference between the one way fare applicable to the unused transportation from the point where the passenger terminated travel to the destination or next stopover point as named on the Ticket or to the point at which transportation is to be resumed less the same rate of

discount, (if travel is on a discount fare) that was applied to the original one way fare (including all charges). If the passenger was travelling on a round trip or circle trip ticket, the amount refunded would be based on the rate of discount of one half of the round trip fare; or,

(c) If the point where the passenger terminated travel was not on the routing specified on the Ticket, the refund will be based on the lowest applicable fare of any air carrier operating between the point where the passenger terminated travel to the destination or next stopover point named on the Ticket or to the point at which transportation is to be resumed.

4. Involuntary refund of tickets shall be made in the currency used to issue the ticket and in the country where the ticket was purchased, whenever possible. However refunds in the currency of the country where the involuntary refund is necessary, may be made at the request of the passenger provided a refund in such currency is not prohibited by the local government's foreign exchange control regulations.

(C) Voluntary Refunds

1. Voluntary refunds will be based on the applicable fare at the time of purchase, and the refund will be made in accordance with any restrictions contained in the applicable fare rule.
2. Voluntary refunds will be made only by the carrier which originally issued the Ticket or its authorized agent
3. If no portion of a ticket has been used, the refund will be full amount of the fare paid less any cancellation fee and/or service charge and/or applicable government taxes.
4. If a portion of the tickets has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the tickets has been used, less any cancellation fee and/or service charge as stated in the specific fare rule and or applicable government taxes.
5. Voluntary refund of tickets shall be made in the currency used to issue the Ticket and in the country where the ticket was purchased, whenever possible. However, refunds in the currency of the country where the voluntary refund is requested may be made at the request of the passenger provided a refund in such currency is not prohibited by the local government foreign exchange control regulations
6. Non-refundable tickets can be exchanged for a future reservation for up to one year from the ticket issue date as long as the reservation is cancelled on or before the first travel date on the Ticket.

(D) Time Limit for Requesting a Refund

1. The passenger has one month after the expiration date of the ticket to request a refund as long as the booking is cancelled on or before the first travel date on the ticket.
2. For a service charge of **\$20USD/CAD until January 8 2017 and \$40USD/CAD effective January 9 2017** , a partially used ticket may be refunded more than one month after the expiry date shown on the Ticket but not later than one year from the date of issuance of the original Ticket less applicable government taxes.
3. For a service charge of **\$20 USD/CAD until January 8 2017 and \$40USD/CAD effective January 9 2017**, a ticket may be refunded more than one month after the expiry date shown on the Ticket but not later than two years from the date of issuance of the original Ticket less applicable government taxes.

(E) Refunds in the Case of Death

When transportation is cancelled as a result of the death of the passenger, a member of the immediate family or travelling companion (attested to by an appropriate death certificate and proof of relationship to or deceased), the refund will apply as follows:

1. Refunds in the case of death are not subject to any restrictions contained in the applicable fare rules.
2. If no portion of a ticket has been used, the amount of refund will be equal to the fare and charges paid.
3. If a portion of the ticket has been used, the refund will be equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used and will not be subject to any cancellation fee and/or service charge.
4. Refunds will only be made upon presentation of the Ticket, record locator and death certificate, or a copy duly executed by the competent authorities (i.e. those designated to issue a death certificate by the applicable laws of the country concerned), in the country in which the death occurred.
5. In the case of death of the passenger, the refund will be made to the estate of the passenger.
6. Any applicable Administrative service charge will apply.

(F) Jury Duty

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

(G) Refusal to Refund

1. The carrier may refuse to refund the passenger for a ticket if the ticket is presented for refund after its validity has expired.
2. For tickets, involving international travel, certain countries limit the amount of time the passenger may stay in a particular country without a visa or other official government documentation granting permission to stay for an extended period of time. Accordingly, the refund of unused tickets may be refused, unless the passenger is able to prove that he/she has received government permission to remain in the country or is departing the country on another carrier or by other means of transport.

21. REFUSAL TO TRANSPORT

(A) Refusal to Transport – Removal of Passenger

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

1. Government Requests, Regulations & Force Majeure

Whenever it is necessary or advisable to comply with any government regulations or requests for emergency transportation the carrier will apply 21 (A).

2. Force Majeure and other conditions: Any unforeseeable circumstances beyond Fly Jamaica's control, the consequences of which could not have been avoided even if all due care had been exercised including, but without limitation, meteorological and geological conditions, acts of God, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, unsettled international conditions, shortage of fuel or facilities, or labour disputes, either actual, anticipated, threatened or reported,

damage to Fly Jamaica Airways' aircraft or equipment caused by another party and any emergency situation requiring immediate care or protection for a person or property.

3. Search of Passenger and Property

When the passenger refuses to permit a search of his person or property for explosives, for concealed, prohibited, deadly or dangerous weapon(s), article(s) or substances in violation of air transportation regulations or laws of countries

4. Proof of Identity/Age

When the passenger refuses a request from Fly Jamaica to produce government-issued identification to demonstrate proof of identity or the identification does not match the name on the booking.

5. Immigration or Other Similar Considerations

When the passenger is to travel across any international boundary, if the travel documents are not in order and for any reason the passenger's embarkation from, transit through, or entry into any country from, through, or to which the passenger desires transportation would be unlawful or would otherwise not be permitted.

6. (a) **Failure to pay:** When passengers have not paid the appropriate fare for a booking, taxes, baggage or applicable service charges.

(b) **Fraudulent bookings:** When the carrier has reasonable grounds to believe that a reservation/ticket was acquired fraudulently, including through the unauthorized or illegitimate use of a credit card.

7. Breach of Contract of Carriage: Failure to Comply with Carrier's Rules and Regulations

When the passenger fails or refuses to comply with rules and regulations of the carrier as stated in the Contract of Carriage and the Tariff.

8. Passenger's Condition - Safety

(a) When the passenger's actions or inactions prove to the carrier that his/her mental, intellectual or physical condition is such as to render him/her incapable of caring for himself/herself without assistance or medical treatment en route unless:

(i) the passenger is accompanied by a capable/qualified personal attendant who will be responsible for assisting with the passenger's needs en route such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier; and,

(ii) The passenger complies with requirements of, Carriage of Persons with Disabilities.

Note: If the passenger is accompanied by an attendant and the passenger is refused transport, then the attendant will also be refused transport and the two will be removed from the aircraft together.

(b) When the passenger has a contagious disease.

(c) When the passenger has an offensive odour.

Medical clearance

(d) When the carrier determines, in good faith and using its reasonable discretion, that a passenger's medical or physical condition involves an unusual hazard or risk to his/herself or other persons (including, in the case of expectant mothers, unborn children) or property. The carrier can require the passenger to provide a medical certificate that then must be accepted by the carrier's medical officer as a condition of the passenger's acceptance for subsequent travel. The carrier may refuse transportation to the person posing such hazard or risk.

Pregnant passengers:

- (i) An expectant mother with a complication-free pregnancy can travel on Fly Jamaica's flights up to the 36th week of her pregnancy without a medical certificate.
- (ii) An expectant mother who is in the 36th week of her pregnancy must present a medical certificate, dated within 72 hours of the scheduled time of departure. The certificate must state that the physician has examined the patient and found her to be physically fit for travel by air and the certificate must state the estimated date of birth.
- (iii) Travel is not allowed within the first seven days after birth (including newborn babies), otherwise medical clearance is required.

9. Failure to Provide a Suitable Escort

When the passenger requires an escort due to being mentally incapacitated and under care of a psychiatric institution or in the custody of law enforcement personnel or other responsible authority and the necessary arrangements have not been made with the carrier in advance of the departure of the flight:

The carrier will accept escorted passengers under the following conditions when the passenger appears to be mentally incapacitated and under care of a psychiatric institution or in custody of law enforcement personnel or other responsible authority:

- (a) Medical authority furnishes assurance, in writing, that an escorted mental patient can be transported safely.
- (b) Only 2 escorted passenger(s) will be permitted on a flight & 4 unescorted.
- (c) Request for carriage is made at least 48 hours before scheduled departure.
- (d) Acceptance is for non-stop flights only.
- (e) The escort must accompany the escorted passenger at all times.
- (f) Passenger in custody of law enforcement personnel or other responsible authority must remain in restraint devices.

(B) Passenger's Conduct – Refusal to Transport – Prohibited Conduct and Sanctions

1. Prohibited Conduct

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

- (a) Where a person, in the reasonable judgment of a responsible employee of the carrier, is under the influence of alcohol or drugs (except a patient under medical care).
- b) Where a person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent or otherwise disorderly, and, in the reasonable judgment of a responsible employee of the carrier, there is a

possibility that the person would cause disruption or serious impairment to the physical comfort or safety of other passengers or carrier's employees, interfere with a crew member in the performance of his/her duties, or otherwise jeopardize safe and adequate flight operations.

- (c) The person's conduct involves any hazard or risk to is/herself or other persons (including travel involving pregnant passengers or unborn children) or to property.
- (d) The person fails to observe the instructions of the aircraft crew, including instructions to stop any prohibited conduct.
- (e) The person is unable or unwilling to sit in his/her assigned seat with the seat belt fastened.
- (f) The person smokes or attempts to smoke in the aircraft including use of e-cigarettes and other battery-powered portable electronic smoking devices. The re-charging of e-cigarettes and other battery-powered portable electronic smoking devices and or batteries on board the aircraft
- (g) The person uses or continues to use a cellular phone, a laptop computer or another electronic device onboard the aircraft after being advised to stop such use by a member of the crew.
- (h) The person is barefoot.
- (i) The person is inappropriately dressed.
- (j) The person has a prohibited article or concealed or unconcealed weapon(s)
- (k) The person has resisted or may reasonably be believed to be capable of resisting escorts.
- (l) The person has resisted or refused to permit a search to be conducted of his/her person and baggage.

2. Carrier Response to Prohibited Conduct

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

- (a) Removal of the passenger at any point.
- (b) Probation: At any time, the carrier may stipulate that the passenger is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the carrier to provide transport to the passenger. Such probationary conditions may be imposed for any length of time which, in the exercise of the carrier's reasonable discretion, is necessary to ensure the passenger continues to avoid prohibited conduct.
- (c) **Refusal to Transport the Passenger:** The length of this refusal to transport may range from a one-time refusal to a longer period determined at the reasonable discretion of the carrier in light of the circumstances. Such refusal will be for a period appropriate to the nature of the prohibited conduct and until the carrier is satisfied that the passenger no longer constitutes a threat to the safety of other passengers, crew or the aircraft or to the comfort of other passengers or crew; the unhindered performance of the crew members in their duty onboard the aircraft; or safe and adequate flight operations.
- (d) The following conduct will automatically result in a refusal to transport, up to a possible lifetime ban:
 - (i) The person continues to interfere with the performance of a crew member's duties despite verbal warnings by the crew to stop such behaviour.
 - (ii) The person injures a crew member or other passenger or subjects a crew member or other passenger to a credible threat of injury.

- (iii) The person displays conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs.
- (iv) The person repeats prohibited conduct after receiving notice of probation as mentioned in 2 above

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

(C) Recourse of the Passenger/Limitation of Liability

1. The carrier's liability in case of refusal to carry a passenger for a specific flight or removal of a passenger en route for any reason specified in the foregoing paragraphs will be limited to the recovery of the refund value of the unused portion of the passenger's paid reservation in accordance with, the Involuntary Refunds policy.

Notwithstanding the foregoing paragraph, passengers and their baggage will be entitled to all other additional rights they may have under this Contract of Carriage or elsewhere or any legal rights that international passengers may have pursuant to international conventions (e.g., the [Warsaw Convention](#) or the [Montreal Convention](#)) and related treaties.

2. A person who is refused carriage for a period of time, up to a lifetime ban, or to whom a probation notice is served may provide to the carrier, in writing, the reasons why he/she believes he/she no longer poses a threat to the safety or comfort of passengers or crew, or to the safety of the aircraft. Such document may be sent to the address provided in the refusal to carry notice or the notice of probation.
3. The carrier will respond to the passenger within a reasonable period of time providing carrier's assessment as to whether it remains necessary to continue the ban or maintain the probation period.

22. SMOKING POLICY

a) Smoking is strictly prohibited on all Fly Jamaica aircraft. There are penalties and fines associated with breaking this rule or tampering with the smoke detector in the lavatory of the aircraft.

Violation of this rule is governed by the Jamaica Civil Aviation Regulations, 2004 as amended; Part VIII Regulation 51 and the Tenth Schedule, Subpart E, 10.287(e) (f) (g).

The Civil Aviation Laws of Jamaica permit for a penalty on conviction of up to JA\$500,000 or up to one (1) year of imprisonment or both a fine and imprisonment.

E-Cigarettes and Portable Electronic smoking Devices

Use of e-cigarettes or other battery-powered portable electronic smoking devices is not permitted within Jamaican Airspace. The recharging of these items onboard the aircraft are prohibited and are not allowed in checked baggage. Homemade 'modified' battery packs – whether installed in a device or carried as a spare are forbidden on an aircraft. Spare (uninstalled lithium batteries must be placed in carryon baggage.

23. FLIGHT DELAYS, CANCELLATIONS AND SCHEDULE CHANGES

(A) **Applicability**

This rule applies to all passengers irrespective of the type of fare on which they are travelling.

(B) **General**

1. The carrier will use its best effort to transport the passenger and his/her baggage at the times indicated in its timetable.
2. Times shown in timetables or elsewhere are approximate and not guaranteed and form no part of the Contract of Carriage or Tariff. Schedules are subject to change without notice and the carrier assumes no responsibility for the passenger making connections. The carrier will not be responsible for errors or omissions either in timetables or other representation of schedules. No employee, agent or representative of the carrier is authorized to bind the carrier by any statement or representation regarding the dates or times of departure or arrival, or of the operation of any flight.
3. The carrier will not guarantee and will not be held liable for cancellations or changes to flight times that appear on passengers' ticket or itineraries due to **force majeure**. The carrier may cancel, terminate, divert, postpone or delay a flight due to a force majeure event. However, in the case of international transportation, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Limitations of Liability (B) 3)
4. The carrier will make reasonable efforts to inform passengers of delays and schedule changes and, to the extent possible, the reason for the delay or change.
5. It is always recommended that the passenger communicate with the carrier either by telephone, electronic device or via the carrier's Web site or to refer to airport terminal displays to ascertain the flight's status and departure time.
6. Passengers with disabilities and unaccompanied minors will be given priority for assistance in the case of schedule irregularities.
7. The carrier whose flight experiences a schedule irregularity will make onward arrangements for the passenger to the next point of stopover shown on the Ticket if the ticket is sold as a online connection. Should the alternate

transportation not meet the passenger's satisfaction, the carrier will refund the unused portions of the paid reservations.

8. The passenger will be entitled to retain the free baggage allowance applicable to the fare he/she originally purchased regardless of the alternate transportation proposed by the carrier due to a schedule irregularity.

(C) Flight Delays Passenger Options – Re-Rerouting or Refund

1. If a flight is delayed, Fly Jamaica Airways will offer the passenger the choice to fly on another of its scheduled flights on the same route or to fly on a different routing operated by the carrier to the original destination.

If these options are not available or to the satisfaction of the passenger, the carrier will offer to fly the passenger on the same route as he/she was originally destined or on a different route operated by the services of another carrier provided space is available.

2. In the event the passenger misses his/her onward online connecting flight, the carrier whose flight is subject to the schedule irregularity will arrange alternate transportation enabling the passenger to reach his/her destination.
3. Should the fare for the alternate transportation proposed by the carrier be more expensive, there will be no additional cost to the passenger.
4. Should the fare for the alternate transportation proposed by the carrier be less expensive than the fare purchased, a refund of the difference will not be made to the purchaser.
5. Should the alternate transportation proposed by the carrier not meet the passenger's satisfaction, the unused portion of the passenger's Ticket(s) will be refunded. The refund will be made to the purchaser of the ticket. The form of refund will be the same form used as payment of the ticket. The refund will be based on the total value of the ticket. For complete conditions on refunds see the Refunds Policy.
6. When a refund is requested as a result of a schedule irregularity, the passenger must submit his/her Ticket(s) to the carrier by no later than the validity shown on the Ticket (s). In the event that travel was to occur within 30 days of the end of the validity period for the Ticket, the passenger may submit the unused portions of his/her tickets to the carrier up to 30 days beyond the end of the validity period.

(D) Flight Delays

A passenger affected by a delay shall be offered the following free of charge.

1. If a flight is delayed and the elapsed time has exceeded or will exceed four (4) hours, the carrier will provide the passenger with a meal voucher.
2. If a flight is delayed by more than eight (8) hours and involves an overnight stay, the carrier will provide overnight hotel accommodation and airport transfers for the passenger. The carrier is not obligated to provide overnight accommodation for passengers at the first airport of departure appearing on the Ticket.

If the meal voucher or accommodations offered by the carrier is not accepted by the passenger, Fly Jamaica is not liable to reimburse the passenger for expenses related to meals and accommodation secured by the passenger.

3. If the passenger is already on the aircraft when a delay occurs, the carrier will offer drinks and snacks if it is safe, practical and timely to do so.
4. Tarmac Delays USA - Allow passengers to deplane before the tarmac delay exceeds four hours. (The "tarmac delay" is the time during which an aircraft is held on the ground with no opportunity for its passengers to deplane.)

Deplaning will not be allowed if the pilot in command (PIC) determines there is a safety-related or security-related reason not to do so or if air traffic control advises the PIC that deplaning or moving to a disembarkation area or gate would significantly disrupt airport operations. The carrier will do all possible to provide operable lavatory facilities and if needed, adequate medical attention while on the tarmac. Fly Jamaica Airways will notify passengers every 30 minutes during the tarmac delay about the status of the delay, including the reason for it (if known).

Fly Jamaica Airways will notify passengers if an opportunity to deplane actually exists at a gate or another disembarkation area with the aircraft door open. These notices will begin 30 minutes after the scheduled departure time (or the revised departure time announced before boarding) and will be repeated every 30 minutes while the opportunity remains.

**(E) Cancellations and Schedule Changes –
Passenger Options – Re-Routing or Refund**

1. If a flight is cancelled or there is a schedule change, the carrier operating the flight will offer the passenger the choice to fly on another of its scheduled flights on the same route or to fly on a different routing operated by the carrier to the same destination.

If these options are not to the satisfaction of the passenger, the carrier will offer to fly the passenger on the same route or on a different route operated by the services of another carrier and provided space is available.

2. In the event the passenger misses his/her onward online connecting flights due to schedule irregularity, the carrier whose flight caused the missed connection is responsible and will arrange alternate transportation for the passenger to reach his/her destination.
3. Should the fare for the alternate transportation proposed by the carrier be more expensive, there will be no additional cost to the passenger.
4. Should the fare for the alternate transportation proposed by the carrier be less expensive, a refund will not be made to the purchaser.
5. Should the alternate transportation proposed by the carrier not meet the passenger's satisfaction, the unused portion of the passenger's tickets will be refunded. The refund will be made to the purchaser. The form of refund will be the same form used as payment. The refund will be based on the total value of the ticket(s). For complete conditions on refunds see The Refunds Policy.
6. When a refund is requested as a result of a schedule irregularity, the passenger must submit his/her Ticket (s) to the carrier by no later than the validity shown on the ticket(s).

Substitution of Aircraft

(A) General

If, for any reason, Fly Jamaica Airways must substitute an aircraft with another aircraft of the carrier or that of another carrier being of the same type of equipment or different, the carrier will assign to the passenger the same or an equivalent seat in the same class of service on the replacement aircraft .

If the carrier is unable to offer the same or an equivalent seat, the passenger will be assigned a seat in a higher or lower class of service. No additional charge will be assessed to the passenger if the seat is offered in a higher class of service. However, a refund of the difference in the fares will be given in the form of a voucher for future travel if the seat is offered in a lower class of service.

If these options are not suitable to the passenger, the carrier will offer to either fly the passenger on the services of another carrier provided space is available or, if alternate transportation is not available, refund the unused portion of the passenger's ticket.

Should the alternate transportation proposed by the carrier not meet the passenger's satisfaction, the unused portion of the passenger's ticket(s) will be refunded. The refund will be made to the purchaser. The form of refund will be the same form used as payment. The refund will be based on the total value of the ticket and will be assessed as described in Refunds(C) 3 and 4.

24. DENIED BOARDING AND OVERBOOKING

When the carrier is unable to provide seats to passengers who are holding confirmed reservations which have been paid for as a result of selling more than the available number of seats on a flight, the carrier will follow the provisions of this rule.

(A) Applicability

1. This rule applies to all passengers irrespective of the type of fare paid.
2. A passenger who fails to check-in or present themselves at the boarding area within the carrier's check-in deadline and/or boarding time deadline as specified in Check-in Time Limits chart, will not receive denied boarding compensation, will have his/her reservations cancelled and will be subject to the terms and conditions associated with the fare on which he or she is travelling.

(B) Request for Volunteers

When a situation of denied boarding due to overbooking occurs, the following will apply:

1. The carrier will publicly request volunteers to relinquish their seats from among the confirmed passengers. At the same time, the carrier will announce what type of benefits passengers will be entitled to should a passenger voluntarily relinquish his/her seat. This request process will take place at the check-in or boarding areas. The carrier will continue to make this request of passengers until it obtains enough volunteers to prevent other passengers from being involuntarily denied boarding or until it determines that it does not, despite its best efforts, have enough volunteers.
2. Once a passenger has voluntarily relinquished his/her seat, the passenger will not later be involuntarily denied boarding unless he/she has been advised at the time he/she volunteered of such possibility. At the time the passenger is advised of such possibility of a further denial of boarding, the passenger is to be advised of any further compensation to which he or she may be entitled to receive.
3. The passenger who voluntarily surrenders his/her seat will receive agreed upon benefits from the carrier. Volunteers will be offered rerouting/refund options as set out in Paragraph (D) 1, 2, and 3 of this rule over and above the aforementioned benefits. In addition, a passenger who has voluntarily surrendered his/her seat will be offered the following free of charge:
 - (a) A meal voucher, if the transportation acceptable to the passenger departs more than four (4) hours after the original departure time of the flight on which passengers were denied boarding.
 - (b) An overnight hotel stay and airport transfers, if the transportation acceptable to the passenger departs more than eight (8) hours after the original departure time of the flight on which the passenger was denied boarding and involves an overnight stay, provided the passenger's travel did not start at the airport where the denied boarding situation occurred or at the domicile station of the passenger.
 - (c) A telephone call, email or fax message to the destination point of travel.

(C) Boarding Priorities

In the event there are not enough volunteers, the remaining passengers will be denied boarding on an involuntary basis. Passengers holding confirmed and paid tickets will be permitted to board in the following order until all available seats are occupied:

1. Persons with disabilities and any accompanying attendant or service animal.
2. Passengers travelling under the services of the Unaccompanied Minor programme.
3. Passengers travelling due to death or illness of a member of the passenger's family.
4. Passengers for whom, in the carrier's own assessment, failure to travel would cause severe hardship.
5. Passengers holding Business or Economy class paid reservations.
6. Passengers travelling as a group including the tour conductor of the group.
7. All other passengers with confirmed and tickets will be accommodated in the order in which they presented themselves for check-in.

(D) Transportation for Passengers Denied Boarding

A passenger, who has been denied boarding, whether voluntarily or involuntarily, will be presented with the following options:

1. The carrier will offer transportation on its next available flight regardless of the class of service and at no additional cost. If the transportation is in a lower cabin of service, a refund will be made for the difference in fare. The refund will be made to the purchaser. The form of refund will be the same as the form of payment. The refund will be based on the total value of the ticket. For complete conditions on refunds, see Refunds; or,
2. If the carrier is unable to provide transportation on its services acceptable to the passenger, the carrier will offer transportation on the services of another carrier under the following conditions:
 - (a) The passenger will be accommodated in the class of service and/or booking class applicable to their original transportation if available; or,
 - (b) If it will provide for an earlier arrival at the passenger's next destination, the passenger will be transported in a higher class of service and/or booking class without additional cost to the passenger; or,
3. The carrier will offer to refund any unused portion of the passenger's ticket without penalty. The refund will be made to the purchaser. The refund will be paid in the same form as purchased. The refund will be based on the total value of the ticket. For complete conditions on refunds, see the Refunds Policy.

(E) Compensation for Passengers Involuntarily Denied Boarding

In addition to providing transportation, the following will apply to a passenger who is involuntarily denied boarding:

1. **Conditions of Payment**
 - (a) The passenger holding a confirmed and ticket must present him/herself for carriage at the appropriate time and place, having complied fully with the carrier's requirements related to payment, check-in and reconfirmation procedures and having met all requirements for acceptance for transportation published in the carrier's Tariffs.
 - (b) The carrier on which the passenger held confirmed and paid tickets was unable to carry the passenger and the flight departed without the passenger.

2. **A Passenger will not be Eligible for Compensation under the Following Conditions:**

- (a) The passenger who checks-in after the carrier's check-in deadline or presents him/herself at the boarding area after the carrier's boarding time deadline as specified under Check-in Time Limits, will not receive denied boarding compensation and will have his/her reservations cancelled as specified under Refusal to Transport.
- (b) When a flight on which the passenger holds confirmed and paid ticket is cancelled.
- (c) When space on a flight has been requisitioned by a government or by medical authorities for emergency transportation.
- (d) If, for safety reasons, the aircraft has been substituted with one having lesser capacity.
- (e) If the carrier arranges comparable transportation at no extra cost to the passenger and the passenger uses this comparable transportation to reach their final destination within one hour of the scheduled arrival of their original flight on which boarding was denied.
- (f) Passengers on Free or Reduced Fares not directly or indirectly available to the public, e.g. ID or service charge bookings.
- (g) Passengers refused under Rule 21.
- (h) Passengers without confirmed reservations.
- (i) Passenger is accommodated on the flight for which he holds confirmed reserved space, but is offered accommodations or is seated in a compartment of the aircraft other than that specified on his ticket, provided that a passenger seated in a section for which a lower fare is charged shall be entitled to an appropriate refund.

3. **Amount of Compensation for Involuntary Denied Boarding**

The carrier will provide compensation to passengers who are involuntary denied boarding as follows:

- (a) For all travel other than USA/Canada, compensation will be in the form of a travel voucher applicable to future travel free or reduced, and valid for one (1) year from the date of issuance. The travel voucher is non-transferable and cannot be refunded. The voucher's use is for airfare only, taxes, surcharges and fees will be charged separately. The issuing carrier only will reroute or reissue the travel voucher if the passenger requests.
- (b) **Applicable for travel commencing in the U.S.A/Canada only:**

Carrier will pay damages in the amount of 200% of the value of the passenger's remaining ticket (maximum \$675 USD/CAD) to the passenger's next stopover or, if not, to the passenger's destination. However, the compensation will be 50% of the above amount but not more than \$400 USD/CAD if the carrier arranges for comparable air transportation or another type of transportation that is accepted and used by the passenger and provided the arrival at the airport of the passenger's next stopover or, if none, at the airport of your destination is later than one (1) hour but less than four (4) hours after the planned arrival at the airport of the passenger's next point of stopover or, if none, at the airport of the passenger's destination.

4. In addition, a passenger who is involuntarily denied boarding will be offered the following free of charge:

- (a) A meal voucher, if the transportation acceptable to the passenger departs more than four (4) hours after the original departure time of the flight on which the passenger was denied boarding
- (b) An overnight hotel stay and airport transfers, if the transportation acceptable to the passenger departs more than eight (8) hours after the original departure time of the flight on which the passenger was denied boarding and involves an overnight stay, provided the passenger's travel did not start at that airport or at the domicile station of the passenger.

- (c) A telephone call, email or fax message to the destination point of travel.

5. Time of Offer of Compensation

- (a) Once compensation has been offered, and if accepted, the passenger will sign an acknowledgment of offer on the day and at the place where the denied boarding occurred.
- (b) In the event the alternate transportation departs before the acknowledgment of offer can be signed, the offer will be sent by mail or by other means within 24 hours after the time the denied boarding occurs. The passenger will, in turn, sign this acknowledgment and return it by mail to the carrier.

(F) Notice Provided to Passengers

The following written notice will be provided to all passengers who are denied boarding from flights for which they hold confirmed reservations.

Compensation for denied boarding

- If you have been denied boarding on a flight for which you held confirmed and paid tickets, you may be entitled to monetary compensation. This notice explains the carrier's obligation and your rights in the case of an oversold flight in accordance with applicable government regulations.

Volunteers and boarding priorities

- Passengers have the right to take the flight they paid for. If a flight is overbooked, no one may be denied boarding against their will until the carrier asks for volunteers in exchange for compensation.
- Passengers who volunteer will receive benefits under conditions that they have agreed upon mutually with the carrier.
- In the event there are not enough volunteers, other passengers will be denied boarding on an involuntary basis. Passengers with confirmed tickets will be permitted to board in the following order until all available seats are occupied.
 - Persons with disabilities and any accompanying attendant.
 - Passenger travelling under the services of the Unaccompanied Minor program.
 - Passengers travelling due to death or illness of member of the passenger's family.
 - Passengers for whom in carrier's assessment failure to travel would cause the passenger severe hardship.
 - Passengers holding Business or Full Economy class paid reservations/tickets.
 - Passengers travelling as a group including the tour conductor of the group.
 - All other passengers with confirmed reservations will be accommodated in the order in which they present themselves for check-in.

Compensation for involuntary denied boarding

A passenger will not be eligible for compensation under the following conditions:

- (a) The passenger checked-in or presents himself/herself at the boarding gate after the carrier's minimum check-in time or gate time.
- (b) The flight on which you hold confirmed and paid tickets is cancelled.
- (c) The flight on which you hold confirmed and paid tickets is requisitioned by a government or medical authorities for emergency transportation.

- (d) For operational and safety reasons the aircraft is substituted with one having lesser capacity.
- (e) The carrier arranges for you comparable transportation at no extra cost and the comparable transportation so arranged is planned to arrive at your destination within one (1) hour of the scheduled arrival time of the flight on which you were denied boarding.

Not applicable for travel commencing in the U.S.A/Canada:

- If you are eligible for denied boarding compensation, you will be offered a credit voucher good for future transportation, free or reduced and valid for one (1) year from the date of issuance. The travel voucher is non-transferable and cannot be refunded. The voucher's use is for airfare only, taxes, surcharges and fees will be charged separately. The issuing carrier only will reroute or reissue the travel voucher if the passenger requests.

Applicable for travel commencing in the U.S.A/Canada

- If you are eligible for denied boarding compensation, you will be offered payment in the amount of 200% of the value of your remaining flight coupon(s) (maximum USD/CAD675) to your next stopover or if none, to your destination. However, the compensation will be reduced by 50% of the above amount but not more than \$400USD/CAD if the carrier arranges for comparable air transportation or other type of transportation that is accepted and used by you and provided the arrival at the airport of your next stopover or if none, at the airport of your destination is later than 1 hour but less than 4 hours after the planned arrival at the airport of your next stopover if not, at the airport of your destination.

Note: The value of a ticket is the one way fare for the flight shown on the ticket, including any surcharges and air transportation tax, minus any applicable discount.

Method of payment

- **If you qualify for denied boarding compensation, you will receive a payment by credit voucher for the amount specified above on the day and at the place the involuntary denied boarding occurs. Should you be offered alternate transportation which is at your convenience but which departs before the payment can be made, the compensation will be sent by mail or by other means within 24 hours.**

Passenger's options

- Acceptance of the compensation by not returning the credit voucher within thirty (30) days relieves the carrier from any further liability caused by the carrier's failure to honour your confirmed and paid tickets. However, you may decline the payment and seek to recover damages in a court of law or through the appropriate government tribunal or agency.

25. LIMITATIONS OF LIABILITY

Applicable to International Transportation

(A) Laws and Provisions Applicable

LIABILITY IN THE CASE OF DEATH OR BODILY INJURY OF A PASSENGER

1. The carrier shall be liable under Article 17 of the Warsaw Convention or Montreal Convention, whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:

- (a) The carrier shall not be able to exclude or limit its liability for damages not exceeding 113,100 Special Drawing Rights for each passenger.

(b) The carrier shall not be liable for damages to the extent that they exceed 113,100 Special Drawing Rights for each passenger if the carrier proves that:

(i) Such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents; or

(ii) Such damage was solely due to the negligence or other wrongful act or omission of a third party.

(c) The carrier reserves all other defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to such claims including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not invoke Articles 20 and 22(1) of the Warsaw Convention in a manner inconsistent with paragraphs 1 and 2 hereof.

(d) With respect to third parties, the Carrier reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity.

(e) The carrier agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the passenger.

2. In cases of bodily injury or death, the carrier shall make an advance payment where the Carrier determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a passenger as provided in the following paragraphs:

(a) Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the Carrier shall, without delay, make the advance payment to the passenger in an amount or amounts determined by the Carrier in its sole discretion. In the event of death of a passenger, the amount of the advance payment shall not be less than 16,000 Special Drawing Rights, which shall be paid to a representative of the passenger's next of kin eligible to receive such advance payment as determined by the Carrier in its sole discretion.

(b) The Carrier shall make the advance payment as an advance against the Carrier's liability under the Warsaw Convention, or the Montreal Convention, whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the passenger.

(c) The Carrier, in making an advance payment, does not waive any rights, defenses, or limitations available under the Warsaw Convention, or the Montreal Convention, whichever may apply, to any claim, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.

(d) The Carrier, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be a voluntary contribution or contractual payment on the part of the Carrier.

(e) The Carrier may recover an advance payment from any person where it is proven that the Carrier is not liable for any damage sustained by the passenger, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.

LIABILITY IN THE CASE OF PASSENGER DELAY

3. The Carrier shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:

(a) The Carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.

(b) Airport, air traffic control, security, and other facilities or personnel, whether public or private, not under the control and direction of the Carrier are not servants or agents of the Carrier, and the Carrier is not liable to the extent the delay is caused by these kinds of facilities or personnel.

(c) Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply. They include foreseeable compensatory damages sustained by a passenger and do not include mental injury damages.

(d) The Carrier reserves all defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply to claims for damage occasioned by delay, including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention. Under the Montreal Convention, the liability of the Carrier for damage caused by delay is limited to 4,694 SDR per passenger. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.

LIABILITY IN THE CASE OF DESTRUCTION OR LOSS OF, DAMAGE TO, OR DELAY OF CHECKED AND UNCHECKED BAGGAGE

4. The Carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage, as provided in the following paragraphs:

(a) Except as provided below, the liability of the Carrier is limited to 1,131 Special Drawing Rights for each passenger in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked, under the Warsaw Convention or the Montreal Convention, whichever may apply. Unless the passenger proves otherwise:

(i) All baggage checked by a passenger shall be considered to be the property of that passenger;

(ii) A particular piece of baggage, checked or unchecked, shall not be considered to be the property of more than one passenger; and

(iii) Unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.

(b) If a passenger makes, at the time checked baggage is handed to the Carrier, a special declaration of interest and has paid a supplementary sum, if applicable, the Carrier will be liable for destruction, loss, damage, or delay of such checked baggage in an amount not exceeding the declared amount, unless the Carrier proves that the declared amount is greater than the passenger's actual interest in delivery at destination. The declared amount, and the Carrier's liability, shall not exceed the total amount of declaration permissible under the Carrier's regulations, inclusive of the limitation of paragraph (B) 4(a) hereof. In the case of transportation under the Warsaw Convention, no supplementary sum shall apply unless the declared amount exceeds 19 Special Drawing Rights per kilogram of the total recorded weight of the checked baggage at the time the baggage is handed to the Carrier.

(c) In the case of unchecked baggage, the Carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents. However if assistance is provided by crew members to stow the baggage, liability is not transferred to the carrier.

(d) The Carrier is not liable for destruction, loss, damage, or delay of baggage not in the charge of the Carrier, including baggage undergoing security inspections or measures not under the control and direction of the Carrier.

(e) The Carrier reserves all defenses and limitations available under the Warsaw Convention and the Montreal Convention, whichever may apply to such claims including, but not limited to, the defense of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention, and the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not invoke Article 22(2) and 22(3) of the Warsaw Convention in a manner inconsistent with paragraph 1 hereof. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.

Mobility aids

Note: Notwithstanding the normal carrier liability as contained in this rule, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid.

Service animals

Should injury or death of a Service Animal result from the fault or negligence of the carrier, the carrier will undertake to provide expeditiously, and at its own expense, medical care for or replacement of the service animal. However, carrier is not liable for the loss, sickness, injury or death of a service animal in control of the passenger.

(B) Time Limitations on Claims and Actions

Under the Warsaw Convention and the Montreal Convention, whichever may apply, an action for damages must be brought within two years, and a complaint must be made to the carrier within seven calendar days in the case of damage to baggage, and 21 calendar days in the case of delay thereof.

(C) Notices

The Carrier will provide each passenger whose transportation is governed by the Warsaw Convention or the Montreal Convention with the following notice:

Advice to International Passengers on Carrier Liability

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that international treaties known as the Montreal Convention, or its predecessor, the Warsaw Convention, including its amendments, may apply to the entire journey, including any portion thereof within a country. For such passengers, the treaty, including special contracts of carriage embodied in applicable tariffs, governs and may limit the liability of the Carrier in respect of death or injury to passengers, and for destruction or loss of, or damage to, baggage, and for delay of passengers and baggage."

(D) Overriding Law

If any provision contained or referred to in the Ticket, Contract of Carriage or the Tariff is found to be contrary to an applicable law, government regulation, order or requirement, which cannot be waived by agreement of the parties, such provision, to the extent that it is invalid, shall be severed from the Ticket or Contract of Carriage or Tariff and the remaining provisions shall continue to be of full force and effect.

(E) Modification and Waiver

No agent, servant or representative of the carrier has the authority to alter, modify, or waive any provisions of the content of carriage or the tariff except with the permission of a corporate officer of Fly Jamaica Airways.

(F) Gratuitous Transportation

All passengers who are transported gratuitously by the carrier will be governed by all the provisions of this rule and by all other applicable rules of this Contract of Carriage.

26. CUSTOMER SERVICE COMPLAINTS

Customer enquiries and complaints can be sent via mail to Fly Jamaica Airways corporate office or via email as follows.

Fly Jamaica Airways Limited

2 Holborn Road

Kingston 10

Jamaica, W.I.

or

customerrelations@fly-jamaica.com