



# Conditions of Carriage

Effective April, 2018

**Air Choice One**

Air Choice One reserves the right to update these Conditions of Carriage at any time.

# Conditions of Carriage



## OVERVIEW

These Conditions of Carriage, along with a ticket, comprise a contract of carriage between **Air Choice One (ACO)** and our customers and/or passengers, and apply to all transportation provided by ACO. By purchasing a service from our airline, you agree to these Conditions of Carriage. A copy of these Conditions of Carriage is available for any passenger on our website at [www.airchoiceone.com](http://www.airchoiceone.com), at our ticket counters, by calling 1-866-435-9847, or by contacting us at our Corporate Headquarters at 12300 Old Tesson Road Suite 200 F, St. Louis, MO 63128. This document was last updated in April, 2018. ACO reserves the right to update these Conditions of Carriage at any time.

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## CUSTOMER PROMISE

Air Choice One is here to serve you! At ACO we are dedicated to our customers and we pride ourselves on outstanding customer service.

Our success is based on your satisfaction and we will do all that we can to ensure that each customer leaves us with a smile.

Your experiences are important to us. Please contact [customerservice@airchoiceone.com](mailto:customerservice@airchoiceone.com) with any feedback regarding our services. We want to hear what you have to say, because without you, the customer, we would not be where we are today.

# Conditions of Carriage



## DEFINITIONS

### General Definitions

**We, Our, Ourselves, Us:** Refers to Air Choice One, a St. Louis, MO-based U.S.-flag air carrier.

**Customer, Passenger, You, Your, Yourself:** Refers to any person, except members of the crew, carried or to be carried in an aircraft pursuant to a contract of carriage.

**Authorized Agent:** A sales agent appointed by Air Choice One to represent us in the sale of our air transportation services.

**Baggage:** Articles, effects and other personal property as are necessary or appropriate for wear, use, comfort, or convenience in connection with air travel, whether checked in the cargo compartment or carried in the passenger compartment.

**Carrier:** Any air carrier other than Air Choice One, whose name or airline designator code appears on your ticket or itinerary.

**Carry-On Baggage:** Your personal property accompanying you on your trip, consisting of your personal items and carry-on items handed over to an Air Choice One crewmember prior to departure.

**Checked Baggage:** Any article belonging to a passenger which is taken into the custody of, and accepted by, Air Choice One for transport.

**Convention:** Refers to the following treaties that may apply in the case of international transport: The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 ("the Warsaw Convention"); the Warsaw Convention as amended by The Hague Protocol and by Additional Protocol No. 4 of Montreal (1975); the Guadalajara Supplementary Convention (1961) (Guadalajara); or the Convention for the Unification of Certain Rules For International Carriage by Air, signed at Montreal, 28 May 1999 (the "Montreal Convention").

**Damage:** Includes death or bodily injury to a passenger; or destruction, loss, damage, or delay to baggage, arising out of, or in connection with, air carriage or other services incidental thereto, performed by us.

**Electronic Ticket:** The itinerary/receipt issued by Air Choice One or on our behalf or, if applicable, a boarding document.

**International Carriage:** Any carriage in which, according to the contract of carriage, the place of departure and/or the place of destination are not both situated in the United States of America. It also relates to any carriage between two points in the United States of America that has an agreed stopover outside of the United States of America.

**Itinerary/Receipt:** A document or documents we issue to passengers traveling on electronic tickets that contains the passenger's name, flight information, and notices.

**Personal Item:** Item that you are carrying on board the aircraft, within the passenger cabin, including, but not limited to, purse, food container, briefcase, laptop, or other electronics. Passengers are limited to one (1) item per person.

**Stopover:** A scheduled stop on your journey, at a point between the place of departure and the place of destination that lasts more than 4 hours.

**Ticket:** The document entitled "passenger ticket" or "passenger itinerary" or the electronic ticket, in each case issued by Air Choice One or on our behalf, and includes these Conditions of Carriage, incorporated by reference, and attached notices.

# Conditions of Carriage



## APPLICABILITY OF CONDITIONS OF CARRIAGE

### **General**

Except as provided herein, these Conditions of Carriage apply only on those flights or flight segments where our name, Air Choice One, is indicated on the ticket for that flight or flight segment. If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall, nevertheless, remain valid. In the event of inconsistency between these Conditions of Carriage and any other policies we may have regarding a particular subject, these Conditions of Carriage shall prevail.

### **Airline Partners**

The following Conditions of Carriage pertain only to the carriage provided by ACO; therefore, if connecting with another carrier, please review that carrier's own conditions of carriage. Conditions of Carriage may vary from air carrier to air carrier. ACO does not assume the responsibility for any other carrier.

### **Laws that Apply**

The contract of carriage between us is subject to the laws, rules, and regulations created and carried out by the government. If a conflict occurs, governmental authorities have the power to override.

### **International Carriage**

Unless otherwise stated herein, international travel, as defined in the Convention, is subject to the liability rules of the Convention and/or ACO's liability rules. Where your carriage is not subject to the liability rules of the Convention, the following rules shall apply:

- We shall not be liable to any passenger for any damage unless directly caused by our negligence;
- We shall not be liable for any damage arising from our compliance with applicable laws or government rules and regulations, or from your failure to comply with the same;
- We shall not be liable for any damage caused by you or your baggage. You shall be responsible for any damage caused by you or your baggage to other persons or property, including our property.

## TICKETS

### **Privacy**

The Transportation Security Administration (TSA) requires you to provide your full name, date of birth, and gender for the purpose of watch-list screening, under the authority of 49 U.S.C. Section 114, the Intelligence Reform and Terrorism Prevention Act of 2004 and 49 C.F.R. parts 1540 and 1560. You may also provide your Redress Number, if applicable. Failure to provide this information may result in denial of transport or denial of authority to enter the boarding area. TSA may share information you provide with law enforcement, intelligence agencies, or others under its published system of records notice.

For more on TSA privacy policies, or to review the system of records notice and the privacy impact assessment, please see the [TSA Website](#).

### **Validity**

Except in the case of an electronic ticket, a valid ticket must be presented for all transportation services. Tickets are valid for use only by the passenger named therein.

Before boarding the aircraft, passengers will be required to present the form of identification addressed under the Identification portion of this document. Failure to provide proper photo identification is grounds for ACO or any carrier to deny the passenger boarding of the aircraft without refund.

# Conditions of Carriage



Unless otherwise indicated on the ticket, each ticket is non-transferable. The ticket is, at all times, the property of the issuing carrier.

Your ticket is valid from the scheduled time of departure until the scheduled time of return. If you have not purchased a return ticket, your ticket is valid from the scheduled time of departure until arrival at your destination. If your ticket cannot be used, please see our refund policies and procedures.

## **Mutilated or Lost Tickets**

If the ticket presented is mutilated, or if it has been altered by anyone other than us or our authorized agent, the ticket will not be acceptable for travel.

In case of a lost or mutilated ticket, upon your request, we will replace such ticket provided there is readily ascertainable evidence that a ticket valid for the flight(s) in question was fully issued and you sign an agreement to reimburse us for any costs and losses up to the value of the original ticket that are necessarily and reasonably incurred by us or another carrier for misuse of the ticket.

We will not claim reimbursement from you for any such losses that result from our own negligence. The issuing carrier may charge a reasonable administration fee for replacing a ticket, unless the loss or mutilation was due to the negligence of the issuing carrier or its agent. Where such evidence is not available or you do not sign such an agreement, the carrier issuing the new ticket may require you to pay up to the full ticket price for a replacement ticket, subject to refund if and when the original issuing carrier is satisfied that the lost or mutilated ticket has not been used before the expiration of its validity. If, upon finding the original ticket before the expiry of its validity, you surrender it to the carrier issuing the new ticket, the foregoing refund will be processed at that time.

## **Name and Address**

Air Choice One<sub>SM</sub> airlines is a St. Louis, MO based corporation, and is a successor to Multi-Aero, Inc. which was established in 1979. Our address shall be deemed to be the address of our Corporate Headquarters, 12300 Old Tesson Road, Suite 200 F, St. Louis, MO 63128, as shown on the ticket, or in the case of an electronic ticket, as indicated for our first flight segment on the itinerary receipt. We are identified under the airline code 3E.

## **FARES, TAXES, FEES, & CHARGES**

### **Fares**

Unless otherwise expressly stated, fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service between airports and town terminals. Should you change your itinerary or dates of travel, this may affect the fare.

Air Choice One requires instant purchase at the time you book your reservation through all booking channels, including our reservations offices, airports, city ticket offices, web sites, and travel or online agencies. For all customers booking with Air Choice One, we will provide the opportunity for you to think about your travel plans, consult travel companions, or seek alternative transportation options. For reservations made through our reservations offices, city ticket offices, and airports, you may obtain a refund, without penalty, within 24 hours of the purchase, even for non-refundable. Any changes to the actual itinerary (e.g. new or different city) by the customer may result in a change in the fare.

### **Non-Refundable Tickets**

Prices shown are per seat. Tickets are non-transferable and non-refundable.

Changes made more than 24 hours prior to date and time of travel will incur a \$35.00 change fee per passenger, per reservation, per transaction. Changes made less than 24 hours prior to date and time of travel will incur a \$69.00 change fee per passenger, per reservation, per transaction. Fares and rules are subject to change without notice.

# Conditions of Carriage



## One-Time Refundable or One-Time Changeable Tickets

Prices shown are per seat. Tickets are non-transferable.

As per the following criteria, passengers may make **one (1)** change to the date or time in their reservation or request a refund. All requests must be submitted through our [Refundable Ticket Request Form](#) to be processed by a Customer Service Agent at time of request. **Only fares for services to be rendered by Air Choice One will be refunded.**

Passengers are entitled to **one (1) change** in date or time to a reservation under the following conditions:

- The ticket has not been altered in any way, has not been used, previously changed, or previously refunded.
- Request for change in date or time on the reservation was reported more than 2 hours prior to the original booked flight departure time.
- Request for date or time changes was made in person or over the phone. (Phone request will be subject to an audit of booking information i.e.; Passenger DOB, booking date, last 4 digits of card used for booking.)

Passengers are entitled to a **refund** for ticket purchase under the following conditions:

- The date or time of the reservation has not been changed from the original reservation.
- The ticket has not been altered in any way, has not been used, previously changed, or previously refunded.
- Request for refund on the unused ticket was reported no later than 5 business days following the flight date.
- Request for refund was made in person or through email. (Emailed requests must include Passenger DOB, booking date, reservation confirmation number, method of payment used, if credit card, include last 4 digits of card used for booking. Send email requests to [customerservice@airchoiceone.com](mailto:customerservice@airchoiceone.com). Information submitted will be subject to an audit of booking information.)

Passengers may receive the refund as an ACO issued voucher to be valid for one calendar year from issue date. Requests for refunds on eligible tickets purchased using a domestic credit/debit card will be processed within 3 business days; those purchased using an international credit card will be processed within 3-4 business days; those purchased with cash or check will be processed within 5 business days. **Only fares for services to be rendered by Air Choice One will be refunded. It may take up to 2 credit card billing cycles for the refund to show up on a customer's statement.**

## Taxes, Fees, & Charges

You are responsible for paying applicable taxes, fees, and charges imposed by government or other authority, or by the operator of an airport. At the time of ticket purchase, you will be advised of current taxes, fees, and charges not included in the fare, which appear separately on your receipt of purchase.

The taxes, fees, and charges imposed on air travel are constantly changing and may be imposed after the date of ticket issuance. If there is an increase in a tax or fee, or a charge is imposed even after ticket issuance, you are obliged to pay it. Likewise, if a new tax, fee, or charge is imposed even after ticket issuance, you will be obliged to pay it.

Conversely, in the event any taxes, fees, or charges that you have paid to us at the time of ticket issuance are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund.

## Currency

Fares, taxes, fees, and charges are all payable in United States dollars.

## **RESERVATIONS**

### Reservation Requirements

We, or our authorized agent, will record your reservation(s). Upon request, we will provide you with written confirmation of your reservation(s). Certain fares have conditions that limit or exclude your rights with respect to changed or canceled reservations.

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Children less than 2 years of age are accepted by ACO at no additional charge, provided they are seated on the lap of an adult. Proof of age may be requested of a child passenger. If you would like to use a child's safety seat for the comfort of your child, you must purchase a seat on our aircraft for the child. Please supply your own safety seat. In the event that a safety seat is not available, please let ACO know that you will need a seat at the time that your reservation is made. Prior to boarding, parents of infants who are less than 14 days old may be asked to supply a physician's note stating the approval of such travel relative to the passenger's age. Some destinations may require a payment of taxes or fees for an infant passenger and ACO will collect these fees or added charges.

Passengers weighing from 350-400 pounds are required to buy an additional seat on our aircraft. Passengers weighing 400 pounds or more will not be permitted to board our aircraft as weight and balance of our aircraft is a very important factor for the safe execution of every flight.

## **TSA Secure Flight**

The Transportation Security Agency's (TSA) Secure Flight Program requires that ACO collect the following additional information from passengers.

- Full Name (required), as it appears on government-issued Identification approved for use when traveling
- Date of Birth (required)
- Gender (required)
- Redress Number (optional)

ACO may cancel your reservation if the reservation does not include the Required Secure Flight Passenger Data (full name, date of birth and gender) at least 72 hours prior to your scheduled departure. This cancellation policy applies to all ACO tickets.

## **Personal Data**

You will be required to provide us with personal data for the purposes of making a reservation, purchasing a ticket, obtaining ancillary services, developing and providing services, facilitation of immigration and entry procedures, and making available such data to government agencies in connection with your travel. For these purposes, you authorize us to retain and use such data and to transmit it to our own offices, authorized agents, government agencies, other carriers, or the providers of the above mentioned services.

At no time will ACO share or sell information to any other outside source.

## **Cancellation of Onward Reservations**

Please be advised that if you do not show up for any flight without advance notice, we may cancel your return or onward reservations. When advance notice is given, subsequent reservations will not be cancelled unless you instruct us to do so.

## **Standby Policy**

A "standby passenger" is one who does not have a confirmed reservation for a flight. ACO or another carrier will prepare a standby list on a first-come, first-served basis. If a passenger with a confirmed reservation cancels before the departure time or fails to be at the boarding gate at the check-in deadline, the reserved seat will be offered to a standby passenger.

Standby passengers may be called days, hours, or minutes before a scheduled flight. Standby passengers may show up at the boarding gate 45 minutes prior to the scheduled departure time and get on the flight if space becomes available.

## **Jump Seat Pilots**

All airlines which have jump-seat reciprocal agreements with ACO will be able to fly with ACO for the price of airline fees and taxes that are associated with the leg(s) of travel. All jump-seat pilots must present proof of employment with a carrier having a jump-seat reciprocal agreement with ACO and a photo ID and will be subject to the terms of the agreement.

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## CHECK-IN AND BOARDING

### General

All passengers must check in at the airport at least 60 minutes before your scheduled flight time. You must be at the boarding gate at least 30 minutes before your scheduled flight time.

We reserve the right to sell your seat to a standby passenger if you are not at the boarding gate by the check-in deadline. In such event, we shall not be responsible or liable for the cost of your ticket or for any other loss or expense incurred due to your failure to comply with the check-in deadline.

## BAGGAGE

### General

Baggage will be accepted for transport only from ticketed customers. Air Choice One has the right to refuse any bag whose size, weight, shape, or character makes it unsuitable for transport on our aircraft or where an article cannot be accommodated without harm or discomfort to other customers. Suitability for transport will be determined at ACO's sole discretion. All baggage is subject to our inspection, and government safety and security regulations apply to the carriage of baggage by Air Choice One. Only a personal item, meeting the criteria below, will be allowed in the aircraft cabin.

### Personal Item

Each passenger may carry on one (1) personal item which is no larger than 18" x 18" x 8" and does not exceed 20 pounds. This will be the only item allowed in the aircraft cabin. Any items exceeding these specifications may be required to be gate checked and will be carried subject to space availability. Oversized bags may incur additional fees and may be restricted to carriage only within the baggage compartments.

ACO is not responsible for any damage to a personal item; all personal items are the responsibility of the passenger.

### Carry-On Baggage

In addition to the personal item described above, each passenger may designate one item as a carry-on bag. This bag may be no larger than 22" x 14" x 9" and must not exceed 50 pounds. Any items exceeding these specifications may be required to be gate checked and will be carried subject to space availability. Carry-on baggage must be gate checked, it will be taken planeside, transported in the baggage compartments, and returned planeside at the completion of your trip. Oversized bags may incur additional fees.

ACO is not liable for any damage to carry-on baggage. All passengers are liable for damage caused by their carry-on baggage. Bags must comply with [TSA Carry-On and Baggage Rules](#).

### Excess Carry-On Baggage

Due to weight limitations on flights, any passenger wishing to carry items in excess of 50 pounds must obtain prior approval. We reserve the right to charge you an additional fee for the carriage of any item weighing over 50 pounds. All excess baggage is carried based on space availability. ACO is not liable for any damage that may be done to any carry-on bag. All passengers are liable for any damage caused by their carry-on baggage.

### Checked Baggage

Any passenger may bring one checked bag, weighing up to 50 pounds and measuring no more than 27"x 14"x 38", at no additional charge. This bag must comply with TSA checked baggage rules and will be returned to you at the designated baggage carousel at your destination airport. When making a connection, you are advised to confirm baggage pickup destination with an authorized ACO agent prior to departure.

Checked baggage exceeding size and weight limitations will be considered on a space-available basis and will be subject to



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excess baggage charges. All passengers are liable for any damage caused by their checked baggage.

## **Excess Checked Baggage**

If you are checking more than one bag, or if your bag exceeds 50 pounds, you must obtain prior approval from ACO before checking in for your flight. We reserve the right to deny carriage of excess baggage. All excess baggage is carried based on space availability. Each additional bag will incur a \$25 added charge. Any bag exceeding 50 pounds may be subject to additional charges based on weight. All passengers are liable for any damage caused by their checked bag.

## **Unclaimed Baggage**

**Air Choice One is not liable for baggage not claimed by the customer immediately upon arrival.**

## **Sporting Equipment & Unusual items**

ACO will be happy to accommodate your sporting equipment and unusual items as long as they meet all TSA requirements and space is available. However, due to the type of aircraft, many items will exceed size limitations. Please call ahead 866-435-9847 to insure these items can be accommodated.

## **Military Baggage**

Active U.S. military personnel are allowed to check three pieces of baggage free of charge when traveling on orders. Active U.S. military personnel traveling on orders are allowed one oversize/overweight bag in their free allowance up to 100 lbs. and 115 inches for no additional charge. Travel orders must be presented when checking the oversize/ overweight bag. The size limitation of your luggage is calculated by adding the total outside dimensions of each bag, that is, length + width + height.

Active U.S. military personnel are allowed to check two pieces of baggage free of charge when traveling on personal business or pleasure.

For active U.S. military personnel traveling on personal business or pleasure each checked bag in the free allowance may be up to 62 inches and weigh up to 50 lbs. The size limitation of your luggage is calculated by adding the total outside dimensions of each bag, that is, length + width + height.

Military ID must be presented. Traveling in uniform is not required.

Customers with Civilian Military ID, Cadets (including West Point, Naval Academy and Air Force Academy Cadets unless travelling on orders), Military Reserves and National Guard are not exempt.

## **Unacceptable Items as Baggage**

Any item deemed hazardous pursuant to "DOT Hazardous Materials Regulations," including any revisions and reissues, will not be accepted for transport on ACO. ACO cannot carry any flammable liquids, chemicals, solvents, fireworks, or compressed canisters. For a complete list of prohibited items, please refer to the [TSA Website](#) for Checked and Carry-On Baggage.

You must not include in your baggage any of the following (herein "unacceptable items"):

- items that are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and in our regulations;
- items we are prohibited from carrying by the applicable laws, regulations, or orders or any state flown from or to;
- and items that we reasonably consider to be unsuitable for carriage because they are dangerous or unsafe or by reason of their weight, size, shape, or character, or which are fragile or perishable in regard to, among other things, the type of aircraft being used. For more information on unacceptable items please visit the TSA Website.

## **Firearms and Ammunition**

Firearms and ammunition, other than for hunting and sporting purposes are prohibited from carriage as baggage. At our

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sole discretion, we may permit the transportation of firearms and ammunition for hunting and sporting purposes provided that our rules for such transportation are adhered to strictly. You must call 866-435-9847 in advance to notify us of your intent to transport a firearm and/or ammunition.

Firearms that are unloaded and locked inside a hard-sided case may be carried as checked baggage. All firearms checked in this manner must be declared unloaded and attested to by signing a written declaration at the check-in counter.

Ammunition must be securely packed in fiber (such as cardboard), wood or metal boxes or other packaging specifically designed to carry small amounts of ammunition. Ammunition must not exceed 10-pounds. Firearm case cannot be larger than 36" X 14" X 4 ½". Exceptions to this would be FBI, Secret Service, LEO, FFDO and FAM.

## **Wheelchairs, Car Seats, & other Assistance Tools**

Each passenger will be allowed to carry one collapsible wheelchair or collapsible child's stroller, to be checked in the cargo compartment. Due to special restrictions, ACO cannot carry motorized wheelchairs or vehicles. Because the size of our aircraft imposes severe cargo safety limits, anyone traveling with a child or someone who needs special assistance or who is traveling with one of the above mentioned articles must notify ACO upon booking a reservation so that the proper arrangements can be made.

Each passenger may also check one FAA-approved infant/child car seat to be carried in the cargo compartment. If you have purchased a separate ticket for your child and wish to use a child seat on board the aircraft, it must be fitted with a hard seat, be attachable to the seat in the aircraft, and it must have a harness which secures the child into the seat.

## **Limitation of Liability**

ACO's liability for loss of, or damage to, checked baggage is limited to the actual value of such baggage or \$500.00 per bag, whichever is less. If, however, despite being prohibited, any unacceptable item is included in your baggage, ACO shall not be responsible for any loss or damage to such item. Any claim for damage to checked baggage should be communicated forthwith, and in any event must be submitted in writing within seven (7) days of the relevant flight. Any claim for delayed checked baggage must be submitted in writing within twenty-one (21) days from the date on which the checked baggage has been delivered to the passenger. Any claim for lost checked baggage must be submitted in writing within thirty (30) days of the relevant flight. You waive your claim if a written claim is not received by ACO within the times specified above.

ACO will handle your bag with the utmost care. However, ACO is not liable for normal wear and tear and/or inclement weather that may occur during the process of transporting your baggage. Normal wear and tear includes but is not limited to, minor damage such as: cuts, tears, rips, scuff marks, stains, dents, dirt, chips, zipper breakage, flattening, etc.

All baggage should be identified with your name and contact information. Checked baggage should never include valuable items, delicate items, identification items, cash, or medications. These items should always be carried within your personal item or gate checked baggage. All passengers are liable for damage caused by their baggage.

## **Right to Refuse Carriage**

We will refuse to carry as baggage any unacceptable item and we may refuse further carriage of any such items upon discovery. We may refuse to carry as baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character, for safety or operational reasons, or if it impedes the comfort of other passengers.

We may refuse to accept baggage for carriage unless it is, in our reasonable opinion, properly and securely packed in suitable containers. View the [TSA Website](#) for more details.

We may refuse to carry you or your baggage if we have notified you verbally or in writing that we would not, at any time after the date of such notice, carry you on our flights. In this circumstance, you will be entitled to a refund.

We may also refuse to carry you or your baggage if one or more of the following have occurred or we reasonably believe may occur:

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- it is necessary in order to comply with any applicable government laws, regulations, or orders;
- the carriage of you or your baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;
- your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;
- you have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;
- you have refused to submit to a security check;
- you have not paid the applicable fare, taxes, fees, or charges;
- you do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your travel documents during flight, or refuse to surrender your travel documents to the flight crew when so requested;
- you present a ticket/itinerary that has been issued mutilated or altered in any way, other than by us or our authorized agent, or has been reported as being lost or stolen, is a counterfeit, or you cannot prove that you are the person named in the ticket/itinerary;
- or you fail to observe our instructions with respect to safety and/or security.

## **Right of Search**

For reasons of safety and security, we may request that you permit a search and/or scan of yourself and a search, scan, or x-ray of your baggage. If you are not available, your baggage may be searched in your absence for the purpose of determining whether your baggage contains any unacceptable item(s).

In the event a scan or x-ray causes damage to your baggage, ACO shall not be held liable for such damage unless due to our negligence.

## **ANIMALS**

### **General**

ACO has the ability to carry animals. YOU MUST NOTIFY ACO IF YOU WILL BE CARRYING AN ANIMAL AT LEAST 24 HOURS PRIOR TO YOUR SCHEDULED FLIGHT. If we agree to carry your animal, they will be carried subject to the following conditions:

- We will accept one live animal per flight. Multiple live animals are not permitted on our aircraft. All animals will be subject to a space available policy and will be based on a first come, first served basis. Pet reservations are highly recommended.
- All animals must be accompanied by a human passenger.
- The largest pet carrier we can accommodate on our aircraft measures at 27" x 20" x 19". Pet carrier must be leak-proof and well ventilated.
- All animals must be 35 pounds or less to be considered for carriage on our aircraft.
- You must ensure that animals are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit, failing which they will not be accepted for carriage. If proper papers are not available prior to boarding, ACO has the right to deny the boarding of your animal.
- An animal that is properly crated must be able to stand in the carrier.
- Applicable pet fee is required before boarding of pet.
- Pets are subject to a \$25.00 fee.
- Carrier will not transport pets in the aircraft cargo compartments.
- Certain unusual animals/reptiles which pose unavoidable safety and/or public health concerns, such as snakes, other reptiles, rodents, and spiders, will not be accepted for transport by Air Choice One.
- Air Choice One reserves the right to deny the carriage of any animals at any time. Carrier retains the right, at any time to refuse to transport any pet that exhibits aggressive behavior.
- Pet must be healthy, harmless, inoffensive, and odorless and require no attention during the flight.
- Dogs and cats must be at least eight weeks old for travel and must be able to travel.
- Pregnant animals past 45 days of gestation are not allowed on board carrier.

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- Air Choice One allows carriage of one animal per flight.
- Please check with other carriers if making a connecting flight for the policies and procedures of that carrier, ACO is not liable for the policies and procedures of another carrier.

## Service Animals

- A. Air Choice One (“ACO”) will permit qualified individuals with a disability to be accompanied by their service animal(s) in the cabin (e.g., “Service Animals” trained or able to assist an individual with a disability who requires the animal to assist him or her in the performance of necessary activities and “Support Animals” that are used for emotional support or psychiatric service), as long as the carriage of the animal meets the conditions set forth in section D, below, and the animal does not (1) pose a direct threat to the health or safety of others (e.g., animal displays threatening behaviors by growling, snarling, lunging at, or attempting to bite other persons on the aircraft) or (2) cause a significant disruption in cabin service (*i.e.*, a “fundamental alteration” to passenger service). For the safety and security of all, including the animals, the passengers they serve, other passengers and crew, and for necessary operational needs, this policy sets out conditions, restrictions and requirements. ACO strongly recommends that you read and understand the provisions in this policy before traveling with a Service/Support Animal so that you and your Service/Support Animal are best prepared for your journey.
- B. ACO does not charge to transport Service/Support Animals. However, ACO reserves the right to charge the passenger for reimbursement of repair and/or cleaning costs beyond normal wear and tear associated with the transport of the animal.
- C. Service/Support Animals are welcome to accompany the passenger into the cabin, if they meet the conditions of acceptance noted below.
- D. Conditions of Acceptance
1. ACO will permit Service/Support Animals to accompany a qualified individual with a disability in any seat in which the person sits, unless the animal obstructs an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation or to comply with FAA regulations. Service/Support Animals are not permitted on the seats, instead of the lap of the passenger, or in emergency exit rows. Service/Support Animals may accompany the Owner Passenger with the disability at any seat in which the passenger sits, unless the Service/Support Animal obstructs an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation.
  2. If a service animal cannot be accommodated at the seat location of the qualified individual with a disability whom the animal is accompanying, ACO will offer the passenger the opportunity to move with the animal to a seat location in the same class of service, if present on the aircraft, where the animal can be accommodated. If the animal is too large to fit safely on the floor space in front of the passenger, ACO will try to accommodate the passenger and the Service/Support Animal by moving them to empty adjacent seats in the same cabin service, if such accommodation (i) is available, (ii) is a safe alternative that does not obstruct emergency evacuation, and (iii) does not cause a delay in flight. If there are no adequate alternatives in the same cabin service as the original seat on the same flight or subsequent flights that can safely accommodate the Service/Support Animal’s size or weight, the Service/Support Animal will not be permitted in the cabin. If no single seat in the cabin will accommodate the animal and passenger without causing an obstruction, ACO may offer the option of purchasing a second seat or traveling on a later flight. If ACO is unable to accommodate the service animal then a full refund for the passenger’s flight will be issued.

# Conditions of Carriage



3. As evidence that an animal is a Service Animal other than emotional support animal or psychiatric service animal, ACO will accept identification cards, other written documentation, presence of harnesses, tags, or the credible verbal assurances of a [qualified individual with a disability](#) using the animal.
4. ACO reserves the right to ask the passenger what type of tasks and/or functions the Service/Support Animal performs; and/or what the Service/Support Animal has been trained to do.
5. If a passenger cannot provide credible verbal assurances that a Service Animal has been individually trained or is able to perform some task or function to assist the passenger with his or her disability, ACO personnel may require documentation as a condition for allowing the animal to travel in the cabin. The purpose of documentation is to substantiate the passenger's disability-related need for the Service Animal's accompaniment, which the airline may require as a condition to permit the Service Animal to travel in the cabin only when the passenger does not provide credible verbal assurances. Examples of documentation include a letter from a licensed professional treating the passenger's condition (e.g., physician, mental health professional, vocational case manager, etc.).
6. If a passenger seeks to travel with an animal that is used as an emotional support or psychiatric service animal (i.e., Support Animal), ACO is not required to accept the animal for transportation in the cabin unless the passenger provides ACO personnel with current documentation (i.e., no older than one year from the date of the passenger's scheduled initial flight) on the letterhead of a licensed mental health professional (e.g., psychiatrist, psychologist, licensed clinical social worker, including a medical doctor specifically treating the passenger's mental or emotional disability) stating the following:
  - i. The passenger has a mental or emotional disability recognized in the Diagnostic and Statistical Manual of Mental Disorders - Fourth Edition (DSM IV);
  - ii. The passenger needs the emotional support or psychiatric service animal as an accommodation for air travel and/or for activity at the passenger's destination;
  - iii. The individual providing the assessment is a licensed mental health professional, and the passenger is under his or her professional care; and
  - iv. The date and type of the mental health professional's license and the state or other jurisdiction in which it was issued.
7. ACO will not accommodate certain unusual animals (e.g., snakes, other reptiles, ferrets, rodents, spiders, etc.) as Service/Support animals in the cabin. With respect to all other animals that are presented as Service/Support animals, ACO will determine whether any factors preclude their traveling in the cabin as Service/Support animals (e.g., whether the animal is too large or heavy to be accommodated in the cabin, whether the animal would pose a [direct threat](#) to the health or safety of others, or whether it would cause a significant disruption of cabin service). If no such factors preclude the animal from traveling in the cabin, ACO will permit it to do so.
8. If a single passenger legitimately has two or more Service/Support Animals, ACO will make every reasonable effort to accommodate them in the cabin in accordance with company policies on seating and federal safety and security regulations. For example, if the animals are under 15 pounds each, and remain on the lap of the passenger throughout the duration of the flight, that will be acceptable. If the animals cannot fit on the lap of a passenger or otherwise at the passenger's seat, ACO may request the passenger purchase a second seat so that the animals can be accommodated in accordance with FAA safety regulations. Alternatively, ACO may offer the passenger a seat on a later flight if the passenger and animals cannot be accommodated together at a single passenger seat. The passenger and the animals will both be re-accommodated as animals cannot fly without the owning passenger. If ACO is unable to accommodate these animals then a full refund for the passenger's flight will be issued.
9. ACO may not provide accommodations for users of Service/Support Animals if such accommodation creates an undue burden, including but not limited to the following:
  - i. Asking another passenger to give up substantial space in front of his or her seat to accommodate a Service/Support Animal (However, the fact that a service animal may need

# Conditions of Carriage



- to use a reasonable portion of an adjacent seat's foot space—that does not deny another passenger effective use of the space for his or her feet—is not an adequate reason for the carrier to refuse to permit the animal to accompany its user at his or her seat);
- ii. Denying transportation to any individual on a flight in order to provide an accommodation to a passenger with a Service/Support Animal;
  - iii. Furnishing more than one seat per ticket; and
  - iv. Providing a seat in a class of service other than the one the passenger has purchased.
10. ACO strongly encourages passengers to notify the carrier while booking that a Service/Support animal will be accompanying them during the flight (i.e., early notification process). The early notification process is outlined as follows:
- a. If the passenger books over the phone, they should notify the customer service agent upon booking that a Service/Support animal will be accompanying them during the flight.
  - b. If the passenger books online, they should call ACO Customer Service upon completion of the booking to notify ACO.
  - c. If a passenger books through a 3<sup>rd</sup> party travel agency, they should call ACO Customer service after booking to notify ACO.
11. As permitted in Title 14 of the Code of Federal Regulations (C.F.R.) § 382.27, ACO requires that a passenger traveling with an emotional Support or psychiatric service animal (i.e., Support Animal) provide up to 48 hours' advance notice and check in one hour before the check-in time for the general public to receive accommodations for the Support Animal to accompany them in the cabin during the flight. If the passenger has complied with early notification and early check-in requirements as set forth herein, the passenger will, to the extent practicable, be assigned accommodations that will allow the Support Animal to be placed on the floor in front of the seat. However, if a passenger does not meet advance notice or check-in requirements consistent with this section, ACO will provide the accommodation if the carrier can do so by making reasonable efforts, without delaying the flight.
12. ACO reserves the right to deny transport of any animals in the cabin that do not behave properly in public. An animal may not engage in disruptive behavior such as running freely around an aircraft or airport, growling repeatedly at other people, biting or jumping on people (other than on the Owner Passenger as trained for a health alert), or urinating or defecating in undesignated areas like the gate, the airport or the cabin. An animal that engages in disruptive behavior has not been successfully trained to behave properly in public settings.
13. The passenger assumes full responsibility for the safety, well-being and conduct of his or her Service/Support Animals, including, but not limited to, the interaction of the animal with other passengers who may come into contact with the animal while onboard the aircraft. The care and supervision of Service/Support Animals is solely the responsibility of the passenger with a disability whom the animal is accompanying. The passenger will indemnify ACO for any losses associated with his or her Service/Support Animal other than repair and cleaning costs for normal wear and tear.
14. Whenever ACO personnel decide not to accept an animal as a Service/Support animal, ACO will explain the reason for its decision to the passenger and document it in writing. A copy of the explanation will be provided to the passenger either at the airport, or within 10 calendar days of the incident.

## DISABLED PASSENGERS

### General

It is the job of Air Choice One to offer equal opportunity to all travelers. Air Choice One will not refuse to provide air transportation to any traveler due to a disability. All passengers must conform to the FAA approved operating procedures for passengers with disabilities.

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Customers who need assistance will be happily assisted by Air Choice One employees. A controlled and appropriate amount of assistance will be offered. Air Choice One employees are not permitted to carry any passenger on board.

ACO will not require any person(s) with a disability to be accompanied by a guardian unless it is determined by ACO that a guardian is needed for the safety of the passenger. This could include, but is not limited to: an individual who cannot mentally comprehend the safety procedures of the aircraft, an individual with severe mobility impairment that could cause them to be unable to evacuate/board the aircraft, individuals who are severely impaired in both hearing and vision and are unable to communicate clearly to ACO staff.

If ACO concludes that assistance is necessary for the safety of their passenger, we will offer the guardian free travel subject to seat availability. If the flight is full and the guardian is unable to get on the flight, we may, in our discretion, ask for a volunteer aboard the flight to assist the disabled individual in case of an emergency situation, if that option is acceptable to the disabled individual and the guardian.

Air Choice One may refuse to provide transportation to any customer that could cause a violation of Federal regulations of the FAA and/or TSA. ACO will not discriminate against any disabled individual based solely on their disability.

Please visit the Air Carrier Access Act form supplied by the DOT titled [Nondiscrimination on the Basis of Disability in Air Travel in section: 14 CFR Part 382](#) for more details.

Contact the Aviation Consumer Protection and Enforcement Division with any questions:

*Via Mail at:*

C-75, US Department of Transportation  
1200 New Jersey Ave., SE. West Building, Room W96-432  
Washington, D.C. 20590

*Via Web at:*

<http://airconsumer.ost.dot.gov>

*Via Phone at:*

Voice: 1-800-778-4838  
TTY: 1-800-455-9880

## CARRIAGE OF CHILDREN

### **Accompanied Minor Children**

General Rule: Children under the age of 12 will not be accepted for boarding unless accompanied on the same flight by a parent, legal guardian, or other passenger at least 18 years of age. ACO reserves the right to prompt, at check in, for documentation of child's age, for more information reference the Identification portion of this document.

Carrier will not provide transportation services to any infant less than 14 days old unless a written statement is provided by an attending physician approving infant for air travel.

One child under two (2) years of age (24 months or less) per adult is accepted by ACO at no additional charge provided the child is seated on the lap of the adult fare-paying passenger at least 18 years old or parent or legal guardian. ACO reserves the right to prompt, at check in, for documentation of infant's age, for more information reference the Identification portion of this document.

Children 14 days up to two years of age traveling on a confirmed reservation, with or without the use of a child restraint device, will be charged the infant/minor fare or the lowest available adult fare, whichever is less.

### **Unaccompanied Minors (UM)**

# Conditions of Carriage



If a passenger is age 5-12 and traveling without a parent or legal guardian then they **must** be classified as an Unaccompanied Minor (UM). A parent or legal guardian must fill out the **UM Form** upon check-in and follow the rules and procedures described in Air Choice One's UM policy. Although not required by ACO, parent or guardian may request UM service for unaccompanied minors age 13-17 at their discretion.

Children under the age of 18 may travel unaccompanied on Air Choice One only under the following conditions:

- **UM's may not fly on the last flight of the day departing from the passenger's city of origin – no exceptions.**
- **UM's are required to have identification and/or proof of age.**
- No child(ren) under age 5 will be accepted for unaccompanied travel.
- Child(ren) age 5-12 must travel as a UM, if unaccompanied by a parent or guardian.
- UM's may travel on non-stop flights only, no multi-segment flights – **no exceptions.**
- UM's may not connect to/from other airlines – **no exceptions.**
- ACO **will not** connect/escort any UM to or from a flight with another airline.
- The parent/legal guardian of the UM must complete the UM form before check-in at our station.
- Each UM may be escorted by a parent/legal guardian through boarding and upon exiting.
- Each UM must be at the proper maturity level to conduct themselves respectfully on the aircraft with limited supervision by our crew.
- Each UM must wear ACO issued identification the entire flight, identifying themselves as a UM.
- UM's must pay the applicable UM Service Charge\*; in addition, to the required normal travel fares paid at the time their reservation was made. (\*UM Service Charge of \$200/hour will apply in the event parent/legal guardian is not present to conduct and/or accept physical custody transfer of the UM prior to boarding or upon arrival at destination airport.)
- A parent or guardian who has been identified for the destination point prior to the boarding of the aircraft on the UM form must present themselves at our gate at least 30 minutes before the scheduled arrival time of the UM's flight.
- All parents/guardians releasing or receiving the UM must present a valid driver's license, state ID, or passport to an ACO agent before release of UM. The driver's license, state ID, or passport number presented at the final destination of the ACO flight must match the ID number listed in the UM document prior to boarding.

## SCHEDULES, DELAYS AND CANCELLATION OF FLIGHTS

### Schedules

The flight times shown in timetables may change between the date of publication and the date you actually travel. Flight times/schedules are not guaranteed and do not form part of our contract with you.

Before we accept your booking, we will notify you of the currently scheduled flight time, which will be reflected on your ticket. Flight times are subject to change.

Supplying us with your contact information allows us to notify you of any such changes. If, after you purchase your ticket, we make a significant change to the scheduled flight time which is not acceptable to you and we are unable to book you on an alternate flight, you will be entitled to a refund.

### ACO Cancellation, Rerouting, and Delays

We will take all necessary measures to avoid delay in carrying you and your baggage. To avoid flight cancellation, we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft. Except as otherwise provided by the Convention, if we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination, or cause you to miss a connecting flight on which you hold a confirmed reservation, we shall, at your option, take one of the following actions, which shall be your sole remedy and we shall have no further liability to you:

**For cancellations, rerouting, and delays due to ACO operational needs (i.e. mechanical, schedule changes, etc.):**

- Carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge and where necessary, extend the validity of your ticket; or
- Within a reasonable period of time reroute you to the destination shown on your Air Choice One ticket by our own



# Conditions of Carriage



services, those of another carrier, or by other mutually agreed means and class of transportation without additional charge. If the fare and charges for the revised routing are lower than what you have paid, we shall refund the difference; or

- Make a full refund for any unused portion of your ticket, but only for services originally to be provided by ACO (including taxes/fees on those services). Refund may be in the form of original payment or a voucher good for future travel with ACO and valid for one (1) year from the original travel date.

## **For cancellations, rerouting, and delays due to circumstances beyond ACO control (i.e. weather, Air Traffic Control decisions, etc.):**

- Carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge and where necessary, extend the validity of your ticket; or
- Make a full refund for any unused portion of your ticket, but only for services originally to be provided by ACO (including taxes/fees on those services). Refund will be in the form of a voucher good for future travel with ACO and valid for one (1) year from the original travel date.

**All refunds on eligible tickets purchased using a domestic credit/debit card will be processed within 3 business days; those purchased using an international credit/debit card will be processed within 3-4 business days; those purchased with cash or check will be processed within 5 business days.**

## **Passenger Cancellation**

### **Non-Refundable Tickets**

If you cancel your reservation or do not show up at the boarding gate by the check-in deadline, you agree to forfeit the entirety of the fare purchased and you will not be entitled to a refund from Air Choice One. Tickets are non-transferable and are non-refundable. Fares and rules are subject to change without notice.

### **One-Time Refundable or One-Time Changeable Tickets**

If you do not cancel your reservation or do not show up at the boarding gate by the check-in deadline, you may submit a request for voucher no later than 5 business days following the flight date provided you have not previously requested a time or date change on the same reservation. All requests for vouchers must be made in person or through email. **Vouchers will be issued in an amount equal to the original ticket price paid including applicable taxes and fees.**

## **REFUNDS**

### **General**

Subject to all refund criteria described within this document, for all passengers we will refund a ticket or any unused portion according to the following rules:

- Except as otherwise provided herein, we are entitled to make a refund either to the person named in the ticket or to the person who has paid for the ticket, upon presentation of satisfactory proof of such payment;
- If a ticket has been paid for by a person other than the passenger named in the ticket, and the ticket indicates that there is a restriction on refund, we shall make a refund only to the person who paid for the ticket.
- Except in the case of a lost ticket, refunds will only be made upon surrender of the ticket.

### **Involuntary Refunds**

See “*SCHEDULES, DELAYS AND CANCELLATION OF FLIGHTS*” above; reference subheading “*ACO Cancellation*,”

# Conditions of Carriage



*Rerouting, and Delays”.*

## **Voluntary Refunds**

### **Non-Refundable Tickets**

If you cancel your reservation or do not show up at the boarding gate by the check-in deadline, you agree to forfeit the entirety of the fare purchased and you will not be entitled to a refund from Air Choice One. Tickets are non-transferable and are non-refundable. Fares and rules are subject to change without notice.

### **One-Time Refundable or One-Time Changeable Tickets**

Passengers may make **one** change to the date or time in their reservation or request a refund. Passengers are entitled to a refund under the following conditions:

- The ticket has not been altered in any way, has not been used, previously changed, or previously refunded.
- Request for refund on the unused ticket was reported no later than 5 business days following the flight date.
- Request for refund was made in person or through email. (Emailed request will be subject to an audit of booking information i.e. Passenger DOB, booking date, last 4 digits of card used for booking in email sent to [customerservice@airchoiceone.com](mailto:customerservice@airchoiceone.com).)

All requests must be submitted through our [Refundable Ticket Request Form](#) to be processed by a Customer Service Agent at time of request. **Only fares for services to be rendered by Air Choice One are subject to a refund.** Passengers may receive the refund as an ACO issued voucher to be valid for one calendar year from issue date. Requests for refunds on eligible tickets purchased using a domestic credit/debit card will be processed within 3 business days; those purchased using an international credit/debit card will be processed within 3-4 business days; those purchased with cash or check will be processed within 5 business days.

### **Refunds on Lost Tickets**

If you lose your ticket or portion thereof, upon furnishing us with satisfactory proof of loss and payment of a reasonable administration charge, refund will be made as soon as practicable after the ticket expires, on the following conditions:

- That the lost ticket, or portion thereof, has not been used, previously refunded, or replaced, (except where the use, refund, or replacement by, or to, a third party resulted from our own negligence);
- That the person to whom the refund is made undertakes, in such form as may be prescribed by us, to repay to us the amount refunded in the event of fraud and/or to the extent that the lost ticket or portion thereof is used by a third party (except where any fraud or use by a third party resulted from our own negligence).

### **Right to Refuse a Refund**

We may refuse a refund where application is made after the ticket expires. We may refuse a refund on a ticket that has been presented to us, or to government officials, as evidence of intention to depart from that country, unless you show to our satisfaction that you have permission to remain in the country or that you will depart from that country by another carrier or another means of transport.

## **CONDUCT ABOARD AIRCRAFT**

### **General**

If, in our reasonable opinion, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including, but not limited to, those with respect to smoking, alcohol, or drug consumption, or behave in a manner that causes discomfort, inconvenience, damage, or injury to other passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation at any point, and you may be prosecuted for offenses committed on

# Conditions of Carriage



board the aircraft.

## **Electronic Devices**

For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, CD players, electronic games, or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers are permitted.

## **ARRANGEMENTS FOR ADDITIONAL SERVICES**

### **Ground Arrangements**

If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third party service provider will apply.

## **INTERNATIONAL FORMALITIES**

### **General**

You are responsible for obtaining all required travel documents and for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into, or through which you transit. We shall not be liable for the consequences to any passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

### **Travel Documents**

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand, or other requirements of the countries concerned and permit us to take and retain copies thereof. We reserve the right to refuse carriage if you have not complied with these requirements or your travel documents do not appear to be in order.

### **Refusal of Entry**

If you are denied entry into a country, you will be responsible to pay any fine or charge assessed against us by the government concerned and for the cost of transporting you from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded.

### **Responsibilities for Fines, etc.**

If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands, or other travel requirements of the countries concerned, or to produce the required documents, you shall reimburse us, on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession.

### **Customs Inspection**

If required, you shall attend inspection of your baggage by customs or other Government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

### **Security Inspection**

You shall submit to any security checks by governments, airport officials, other carriers, or Air Choice One.

# Conditions of Carriage



## LIABILITY FOR DAMAGE

### **General**

Our liability is determined by these Conditions of Carriage. Any other carrier involved in your journey will have its liability determined by its own Conditions of Carriage.

- We shall have no liability whatsoever for damage to fragile, precious, or perishable items or for unacceptable items contained in baggage. We shall have no liability whatsoever for the loss of any money, bonds, coupons, jewelry, precious stones, valuable papers, or other articles of extraordinary value, unless you declare the value at the time the item is handed over and you pay a supplementary sum to insure the article. ACO reserves the right to reject for carriage any item in this paragraph;
- We shall not be responsible for any illness, injury, or disability, including death, attributable to your physical condition or for the aggravation of such condition;
- We shall not be liable for loss, injury, damage, or delay caused by mechanical difficulties, weather conditions, riots, strikes, labor disputes, governmental actions, airport congestion, or acts of God; and
- In the event of any cancellation, interruption, or delay in transportation to be provided hereunder, your damages shall be limited to the value of the ticket purchased.

### **Reduction of Liability**

Any liability we have for damage will be reduced by any negligence on your part that causes or contributes to the damage in accordance with applicable law.

### **Liability Limits Apply to Authorized Agents**

These Conditions of Carriage and the exclusions or limits of liability contained in this document apply to our authorized agents, employees, and representatives to the same extent as they apply to us. The total amount recoverable from us and from such authorized agents, employees, representatives, and persons shall not exceed the amount of our own liability, if any.

### **No Waiver of International Liability Rules**

Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under The Convention or applicable laws unless otherwise expressly stated.

### **Special Agreement**

Special agreement applicable to carriage to, from, or with an agreed stopping place in the United States of America:

We shall avail ourselves of the limitation of liability provided in the Warsaw Convention. However, in accordance with Article 22 (1) of that Convention, Air Choice One and certain other carriers agree that, as to all international carriage by such airlines to which that Convention applies and which according to the contract of carriage includes a point in the United States of America as a point of origin, a point of destination, or agreed stopover:

- Carriers party to the agreement shall not, with respect to any claim arising out of the death, wounding or other bodily injury of a passenger, avail themselves of any defense under Article 20 (1) of the Warsaw Convention.
- Nothing herein shall be deemed to affect the rights and liabilities of such airlines with regard to any claim brought by, on behalf of, or in respect of, any person who has caused damage that resulted in death, wounding, or other bodily injury of a passenger.
- The names of the carriers' party to the agreement referred to in this section are available at all ticket offices of such carriers and may be examined on request. Each of such carriers has entered into the said agreement solely on its own behalf and with respect to carriage performed by it and has not thereby imposed any liability with respect to the portion of the carriage performed by such other carrier.

# Conditions of Carriage



## ARBITRATION

### General

ACO passengers agree that all claims, controversies, and any related issues that may arise at any time between the passenger and ACO or its representatives, directors, officers, employees, and authorized agents shall be settled by arbitration administered by the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, provided however, that passenger (and passenger's heirs) shall have the right to pursue any claims for death or personal injury in a court of law in lieu of arbitration. Arbitration shall be held at ACO's facility.

## IDENTIFICATION

### General

All Passengers

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

Passengers Eighteen (18) and over **(TSA Requires 16 and older to have a form of identification.)**

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

Air Choice One recommends all passengers carry their government issued identification containing their date of birth, as Air Choice One reserves the right to request proof of age for all passengers.