

INTERNATIONAL SCHEDULED TARIFF  
CONTAINING  
RULES APPLICABLE TO  
SCHEDULED SERVICES FOR THE  
TRANSPORTATION OF PASSENGERS AND THEIR BAGGAGE  
BETWEEN POINTS IN  
USA  
AND  
POINTS IN AREA 1 (INCLUDNG CANADA AND BERMUDA)

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**PART 1 – GENERAL TARIFF INFORMATION**

All air prices, taxes, fees and charges shown in CA\$ on BermudAir's downloadable mobile application are transacted in US\$. The exact CA\$ will vary depending on current foreign exchange rates and customers may be subject to additional foreign exchange charges, as imposed by their bank.

**Explanation of abbreviations, reference marks and symbols**

|          |  |
|----------|--|
| US\$     | US Dollar(s)   |
| CA\$     | Canadian Dollar(s)   |
| (C)      | Denotes change which results in neither increases or decreases             |
| (I)      | Denotes increase   |
| (N)      | Denotes addition   |
| (R)      | Denotes reduction  |
| (X)      | Denotes cancellation   |
| APPR     | <i>Air Passenger Protection Regulations</i>                                |
| ATPDR    | <i>Accessible Transportation for Persons with Disabilities Regulations</i> |
| BCAA     | Bermuda Civil Aviation Authority   |
| CAD      | Canadian dollar(s)   |
| CTA      | Canadian Transportation Agency also referred to as the "Agency"            |
| EU       | European Union   |
| IATA     | International Air Transport Association                                    |
| ICAO     | International Civil Aviation Organization                                  |
| N/A      | Not applicable   |
| No       | Number   |
| SDR      | Special drawing rights   |
| USD      | United States dollar(s)  |
| U.S. DoT | United States Department of Transportation                                 |

## **RULE 1: DEFINITIONS**

**“Adult”** means a person who has reached his/her 12th birthday as of the date of commencement of travel. Except as noted and defined in Rule 200 governed herein.

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

**"Agency"** means the Canadian Transportation Agency.

### **Allowance**

free baggage means the baggage which may be carried without payment of a charge in addition to the fare.

**“AnguillAir”** is a sub-brand of BermudAir. All flights branded as AnguillAir are operated by BermudAir (carrying a BermudAir flight number). Subsequently, the provisions of this tariff shall apply to any flights branded as AnguillAir.

### **Applicable fare**

means the normal or special fare to be applied by taking into account all conditions relating to the passenger and his/her travel.

**"APPR"** means the *Air Passenger Protection Regulations*.

### **Arbitrary**

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

### **Area No. 1:**

means all of the North and South American continents and the islands adjacent thereto; Greenland, Bermuda, the West Indies and the islands of the Caribbean Sea, the Hawaiian Islands (including Midway and Palmyra).

### **Area No. 2**

means all of Europe (including that part of the Russian Republic in Europe) and the islands adjacent thereto; Iceland, the Azores, all of Africa and the islands adjacent thereto; Ascension Island; that part of Asia lying west of and including Iran, Islamic Republic of.

### **Area No. 3**

means all of Asia and the islands adjacent thereto except that portion included in area no. 2; all of the East Indies, Australia, New Zealand, and the islands adjacent thereto; the islands of the Pacific Ocean except those included in area no. 1.

**"assistive device"** means any medical device, mobility aid, communication aid or other aid that is specially designed to assist a person with a disability with a need related to their disability.

**"ATPDR"** means the *Accessible Transportation for Persons with Disabilities Regulations*.

**"ATR"** means the *Air Transportation Regulations*.

**"baggage"** which is equivalent to luggage, means, such articles, effects and other personal property of a passenger as are 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" or "baggage check"** 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.

**"bank of seats"** means passenger seats that are immediately adjacent to each other and does not include passenger seats that are across the aisle.

**"bankers' buying rate of exchange or bankers' selling rate of exchange"** means:

- In Canada, the unit rate published in the Toronto *Globe and Mail* Friday edition each week, as the foreign exchange mid-market rate in Canadian funds. When a national holiday falls on Friday, the rates quoted on the previous business day will be used. These rates will be applicable from Monday of the following week up to and including the following Sunday.
- In the United States, the rate published each Tuesday in the *Wall Street Journal* under the heading Foreign Exchange. This rate will be applicable from Wednesday of each week up to and including the Tuesday of the following week. When a national holiday falls on a Monday, foreign exchange rates do not appear in the Tuesday edition of the *Wall Street Journal*. In such exceptional cases, the previous week's rates are used through Wednesday instead of Tuesday, and the Wednesday edition of the *Wall Street Journal* will be used for the period Thursday through Tuesday of the following week.

- In other countries, the rate at which 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 for the purpose of the transfer of funds through banking channels i.e., other than transactions in bank notes, travellers checks, and similar banking instruments.

**“BermudAir”** means Bermudair Limited.

**“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 passenger’s 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.

**“barrier”** means anything – including anything physical, architectural, technological or attitudinal, anything that is based on information or communications or anything that is the result of a policy or a practice – that hinders the full and equal participation in society of persons with an impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment or a functional limitation.

**“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 comprising:

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

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

**“Carrier”** means: Bermudair Limited or BermudAir, the air carrier issuing the ticket, and all air carriers that carry or undertake to carry the passenger and/or his baggage thereunder or perform or undertake to perform any other services related to such air carriage..

**“Central America”** means the area comprising 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. Checked baggage normally travels in the hold of the aircraft.

**“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”** is a minor between 2 and 12 (has reached his/her 2nd birthday but has not reached his/her 13th birthday). If the minor reaches his/her 2nd birthday during the journey, he/she will be considered a child as of the birthday.

**“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.

**“Classes of Service”** means booking class.

**“code-share”** refers to a marketing agreement 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).

**“Combination”** means whenever two or more one-way, round trip or half round trip fares are used and shown separately in a fare calculation.

**“Conditions of carriage”** means the terms and conditions established by a carrier in respect to its carriage.

**“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 a ticket issued to a passenger concurrently with another ticket(s) which together constitute a single contract of carriage.

**“Consequential Damages”** means damages which are reasonable out of pocket expenses and other provable damages incurred by passenger as the consequence of the loss, damage, or delay in the delivery of such personal property.

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

**“Convention”** means the convention for the unification of certain rules relating to international transportation by air signed at Warsaw, October 12, 1929, or such convention as amended (“Warsaw Convention”), or the convention for the unification of certain rules for international carriage by air, signed at Montreal, May 28, 1999, as amended (“Montreal Convention”), whichever may be applicable to carriage hereunder.

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

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

**“curbside zone”** means an area that is located outside of a terminal where passengers are picked up or dropped off and that is owned, operated, leased or otherwise controlled by the terminal operator.

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

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

**“Deadline”** means:

- (1) Reservations: the minimum number of days/months before the day of departure by which reservations must be confirmed.
- (2) Payment: the minimum number of days/months before the day of departure by which full payment must be made.
- (3) Ticketing: the minimum number of days/months before the day of departure by which ticketing must be completed.

**"denial of boarding"** occurs when a passenger is not permitted to occupy a seat on-board a flight because the number of seats that may be occupied on the flight is less than the number of passengers who have checked in by the required time, hold a confirmed reservation and valid travel documentation, and are present at the boarding gate at the required boarding time.

**"destination"** is a deliberate break of a journey initiated by the passenger and agreed to in advance by the carrier at a point after the place of departure but before the ultimate destination has been reached. The deliberate break must be for a purpose other than changing aircraft. Transportation to a destination may involve multiple flight segments on a single ticket/itinerary.

**"destination, ultimate"** see **ultimate destination**.

**"disability"** means any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment — or a functional limitation — whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person's full and equal participation in society.

**"domestic transportation"** means air transportation between points in Canada, from and to the same point in Canada or between points in Canada and a point outside Canada that is not in the territory of another country.

**"emotional support animal"** means an animal that provides emotional support, comfort, or therapeutic benefits to meet the disability-related needs of a person with disability, but has not been individually trained by an organization or person specializing in such training to perform a specific task to assist the person with a disability-related need.

**"Europe"** means the area comprised of Albania, Algeria, Andorra, Austria, Azores, Belgium, Bulgaria, Canary Islands, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Lichtenstein, Luxembourg, Madeira, Malta, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Spain, Sweden, Switzerland, Tunisia, Turkey in Europe and Asia, United Kingdom, Russian Federation (west of the Ural Mountains) and Yugoslavia.

**"European Union (EU)"** means any one of the sovereign nation states that have acceded to the EU. In accordance with Article 299(2) 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 coupon"** means that portion of the ticket which is either held electronically in the carrier's database or on paper when a paper ticket is issued to a passenger. It indicates the particular points between which the passenger is entitled to transportation.

**“Foreign Air Transportation”** means transportation between a point in the United States and a point outside thereof.

**“French Gold Francs”** means the Francs consisting of 65.50 milligrams of gold with a fineness of nine hundred thousandths.

**“Gateway”** means the passenger's first point of arrival or last point of departure in Areas 1, 2 or 3.

**"gratuitous carriage"** means air transportation of passengers, goods or animals for no reward.

**“IATA Rate of Exchange”** means the rate of exchange issued by IATA from time to time and published in rule 145 (e).

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

**“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.

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

**“Interline Transfer Point”** means any point at which the passenger transfers from the services of one carrier to the services of another carrier.

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

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

**"International Transportation"** means any transportation or other services, furnished by any carrier, which are included within the scope of the term "international transportation" as used in the convention for the unification of certain rules relating to international transportation by air signed at Warsaw, October 12, 1929, or such convention as amended ("Warsaw Convention"), or the convention for the unification of certain rules for international carriage by air, signed at Montreal, May 28, 1999, as amended ("Montreal Convention"), whichever may be applicable to the transportation hereunder and to which the said convention applies. For the purpose of determining the applicability of the term "International Transportation:" all stops between the original place of departure and the place of final destination scheduled by any carrier by air which participates in the transportation between such places, as shown in the schedules or time tables of such carriers shall constitute "agreed stopping places;" but each participating carrier reserves the right to alter the "agreed stopping places" in the case of necessity without thereby depriving the transportation of its international character; and single operation. Transportation to be performed by several successive carriers by air, arrangements for which are made in advance, is regarded as "a single operation" and shall be deemed to be "one undivided transportation" whether one or more tickets or other documents are issued to cover such transportation, and whether or not all such tickets or documents are issued prior to the commencement of such transportation; but this provision shall not be deemed to contain an exclusive definition of transportation which is regarded by the parties as "a single operation".

**Interstate Transportation**

means transportation between a point in any state of the United States and the District of Columbia and a point in any other state of the United States or the District of Columbia.

**"involuntary refunds"** means any refund made in the event the passenger is prevented from using all or a portion of their ticket in situations set out in Rule 91, Delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes, or Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes.

**"itinerary/receipt"** means a travel document or documents the carrier or its agent issues to the passenger travelling on a ticket. The itinerary/receipt contains the passenger's name, flight information and notices relevant for the journey. This document is to be retained by the passenger during the entire journey.

**"Large Carrier APPR"** is a carrier that has transported a worldwide total of two million passengers or more during each of the two preceding calendar years.

**"Large Carrier ATPDR"** is a carrier that has transported a worldwide total of one million passengers or more during each of the two preceding calendar years.

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

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

**“minor”** means a person who has not reached their 18th birthday on the date that travel commences.

**“miscellaneous charges order (MCO)”** is a document issued by the Carrier which may be used by the person named in such document as a future travel voucher valid for 1 year from the date of issuance. This document may also, for instance, be issued for residual value of a ticket, collection of miscellaneous charges, refundable balances or compensation provided in the case of a denied boarding situation.

**“mobility aid”** means any manual or electric wheelchair, scooter, boarding chair, walker, cane, crutch, prosthesis or other aid that is specially designed to assist a person with a disability with a need related to mobility.

**“normal fare”** means the highest priced fare established for a regular or usual service, first, business or economy class service during the period of applicability, the application of which is not dependent upon any limited period of ticket validity or other special circumstances. Unless otherwise specified in the provisions of this tariff, normal fares shall be considered to include the following, all year one-way, round trip, circle trip and open jaw trips, first class, business class, executive class, economy class, one-class standard service, standard service, tourist/coach class service and thrift class service fares, on-season and off-season fares.

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

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

**“open jaw trip”** means means travel which is essentially of a round trip nature but the outward point of departure and inward point of arrival and/or outward point of arrival and inward point of departure of which are not the same.

**“open-date ticket”** means a ticket issued to a passenger without the passenger having specified or made a decision concerning the date of travel. Travel is subject to a specific flight being selected to travel on, an actual reservation for space being confirmed in the carrier’s reservation system, a boarding pass being issued and the passenger meeting all carrier-imposed restrictions.

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

**“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.

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

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

**“person with a disability”** means a person with any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment — or a functional limitation — whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person’s full and equal participation in society.

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

**"priority baggage"** means baggage that will be the last items to be stowed in the aircraft hold and the first items to be removed. Aids required for the mobility or well-being of persons with disabilities shall be treated as priority baggage.

**"refusal to transport"** means, despite a passenger holding a valid ticket/itinerary, the carrier will not carry or, if necessary, remove the passenger at any point for reasons found in Rule 105, Refusal to Transport.

**"required for safety purposes"** means required by law in order to reduce risk to passenger safety and includes required by safety decisions made within the authority of the pilot of the aircraft or any decision made in accordance with a *safety management system* as defined in subsection 101.01(1) of the *Canadian Aviation Regulations* but does not include scheduled maintenance in compliance with legal requirements.

**“Reroute”** means to issue a new ticket covering transportation to the same destination as, but via a different routing than, that designated on the ticket, or portion thereof, then held by the passenger, or to honor the ticket, or portion thereof, then held by the passenger for transportation to the same destination as, but via a different routing than, that designated thereon.

**“Round Trip”** means travel from one point to another and return by any air route for which the same normal all year through one way fare of the same class applies from the point of origin; provided that this definition shall not apply to journeys for which the same all year through one way fare is established, between two points, in either direction around the world.

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

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

**“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.

**“service dog”** means a dog that has been individually trained by an organization or person specializing in service dog training to perform a task to assist a person with a disability with a need related to their disability.

**“severe allergy”** means an allergy to an allergen that may cause a person to experience significant physical distress if they are directly exposed to the allergen.

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

**“situations outside the carrier's control”** include, but are not limited to the following:

- war or political instability;
- illegal acts or sabotage;
- meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;
- instructions from air traffic control;
- a NOTAM, (Notice to Airmen) as defined in subsection 101.01(1) of the *Canadian Aviation Regulations*;

- a security threat;
- airport operation issues;
- a medical emergency;
- a collision with wildlife;
- a labour disruption within the carrier or within an essential service provider such as an airport or an air navigation service provider;
- a manufacturing defect in an aircraft that reduces the safety of passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority; and
- an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

**"Small Carrier APPR"** means any carrier that is not a Large Carrier APPR. For greater certainty, Small Carrier APPR means a carrier that has not transported a worldwide total of two million passengers or more during each of the two preceding calendar years.

**"Small Carrier Non-ATPDR"** means any carrier that is not a Large Carrier ATPDR. For greater certainty, Small Carrier Non-ATPDR means a carrier that has not transported a worldwide total of one million passengers or more during each of the two preceding calendar years.

#### **South America**

means the area comprising Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, French Guiana, Guyana, Paraguay, Peru, Surinam, Uruguay and Venezuela.

#### **South East Asia**

means Brunei Darussalam, Myanmar, Cambodia, China, Taiwan, Province of, Guam, Hong Kong, {c}Indonesia, Peoples Democratic Republic of Laos, Malaysia, Mongolian Republic, Philippines, Singapore, Taiwan, Province of Thailand, Russian Federation (East of Urals), Viet Nam.

#### **Southwest Pacific**

means that area comprised of Australia, Cook Islands, Fiji Islands, French Polynesia, Gilbert and Ellice Islands, Loyalty Islands, New Caledonia, New Hebrides, New Zealand, Papua New Guinea, American Samoa, Society Islands, Solomon Islands, Tonga and Intermediate Islands.

**"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, for the purposes of fare construction and establishing the applicable fare or fares which apply to a passenger's itinerary, a deliberate break 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 ultimate destination. The deliberate break in the journey must be for a purpose other than changing aircraft and might result in a calculation of additional charges as set out in the corresponding fare rules. Furthermore, a stopover will be deemed to occur at an intermediate point from which the passenger is not scheduled to depart on the date of arrival. If there is no connecting departure scheduled on the date of arrival, departure on the next day within 24 hours of arrival shall not constitute a stopover. If a portion of the routing is traveled by surface transportation, one stopover shall be deemed to have been taken for such portion.

**"support person"** means a person who is needed by a person with a disability, because of the nature of their disability, after departure and before arrival for assistance with eating meals, taking medication, using the washroom, transferring to and from a passenger seat, orientation and communication; or for physical assistance in an emergency, including in the case of an evacuation or decompression.

**“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.

**"tarmac delay"** occurs when a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed.

**“ticket”** means either a paper or electronic document issued by or on behalf of the carrier which includes the passenger's flight coupons. The ticket serves as evidence of payment of air fare and constitutes for the passenger proof of their contract of carriage. In instances where a ticket exists as an electronic document, the carrier issues to the passenger, as proof of purchase, an itinerary/receipt.

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

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

**“Transfer”** means a change from the flight on one carrier to the flight of another carrier; or a change from the flight of a carrier to another flight of the same carrier bearing the same flight number; or a change from the flight of a carrier to another flight (that is) a service bearing a

different flight number of the same carrier, irrespective of whether or not a change of aircraft occurs.

**“transfer point”** means any point at which the passenger transfers between aircraft.

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

**“Travel Credit”** means funds attributed to your BermudAir user account which can be used as a form of payment forward future flight purchases or ancillaries.

**“ultimate destination”** is the ultimate stopping place according to the tariff/contract of carriage as shown on the ticket/itinerary. In round trip itineraries, the ultimate destination and the origin are the same.

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

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

**“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 ticket or an unused electronic miscellaneous document (EMD) 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 provision of incidental services such as meals, ground transportation, and hotel accommodation.

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

## **RULE 2 STANDARD FORMAT OF ELECTRONIC RULES**

### **Rule Title/Application (category 50)**

Bermudair Limited operates flights with all-business class cabin. Rules apply to all Bermudair Limited flights, pricing is constructed on the basis of one-way fares.

### **Eligibility (category 1)**

Unless otherwise indicated in this paragraph, fares are applicable to all passengers.

### **Day/Time (category 2)**

Does not apply.

### **Seasonality (category 3)**

All fares are valid during the entire year.

### **Flight Application (category 4)**

Unless otherwise specified, the fare component must be on one or more Bermudair Limited flights.

### **Advance Reservations/Ticketing (category 5)**

All bookings must be ticketed within 24 hours (except for bookings within last 24h before departure, which must be ticketed immediately).

### **Minimum Stay (category 6)**

Does not apply.

### **Maximum Stay (category 7)**

Passenger will be allowed to travel within the normal validity of the ticket which is one year from the date travel commences from the point of origin.

### **Stopovers (category 8)**

Does not apply.

### **Transfers (category 9)**

Does not apply.

### **Permitted Combinations (category 10)**

Unless otherwise specified in the fare rule, any fare may be combined with any other fare that permits combination provided all conditions of the fares are met. Fares may be combined on a one-way trip basis with any fare for any rule and tariff to form single/open jaws/circle trips. Classes and fare families combinations are allowed.

Blackout Dates (category 11)

Does not apply.

Surcharges (category 12)

Does not apply.

Accompanied Travel (category 13)

Does not apply.

Travel Restrictions (category 14)

Does not apply.

Sales Restrictions (category 15)

Does not apply.

Penalties (category 16)

As per rule of U.S. Department of Transportation, all fare families and classes allow a reservation to be cancelled within 24 hours without penalty.

Name changes possible for a fee of US\$200 / CA\$270 per pax.

In case of no show, the ticket is considered lost, and no refunds are possible.

Rebooking and refund/cancellation policies depend on fare family:

ECONOMY LIGHT fares

Rebookings: Flight date changes allowed with a US\$100 / CA\$135 per person fee, plus any fare difference, until 1h before scheduled departure time; Within last 1h before departure changes not allowed.

Refund/cancellations fees: Cancellations and refunds not allowed. Tickets are non-refundable.

ECONOMY CLASSIC fares:

Rebookings: Flight date changes allowed without a fee up to 7 days before travel, plus any fare difference. Between 7 days and until 1h before scheduled departure time, changes allowed with a US\$100 / CA\$135 per person fee, plus any fare difference; Within last 1h before departure changes not allowed.

Refund/cancellations fees: Cancellations allowed until 1h before scheduled departure time with refund made to Travel Credit; Within last 1h before departure cancellations are not allowed.

ECONOMY MAX fares:

Rebookings: Flight date changes allowed without a fee up to 1h before travel, plus any fare difference; Within last 1h before departure changes not allowed.

Refund/cancellations fees: Cancellations allowed until 1h before scheduled departure time with refund made to original form of payment; Within last 1h before departure cancellations are not allowed.

BUSINESS LIGHT fares:

Rebookings: Flight date changes allowed with a US\$100 / CA\$135 per person fee, plus any fare difference, until 1h before scheduled departure time; Within last 1h before departure changes not allowed.

Refund/cancellations fees: Cancellations allowed until 1h before scheduled departure time with refund made to Travel Credit; Within last 1h before departure cancellations are not allowed.

BUSINESS fares:

Rebookings: Flight date changes allowed without a fee up to 1h before travel, plus any fare difference; Within last 1h before departure changes not allowed.

Refund/cancellations fees: Cancellations allowed until 1h before scheduled departure time with refund made to original form of payment; Within last 1h before departure cancellations are not allowed.

Full refund will be made in the event of death of illness of the passenger or member of their immediate family, as substantiated by a medical certificate.

If, after ticket issuance, schedule changes by Bermudair Limited create alterations to the ticketed itinerary which are unacceptable to the passenger, the passenger may cancel or have the ticket reissued in accordance with applicable tariffs, without incurring a penalty.

Higher Intermediate Point (category 17)

Does not apply.

Ticket Endorsement (category 18)

Does not apply.

Discounts (category 19)

Child Discounts

(1) Infants (without seat): a fare of 10% applicable adult fare is charged, plus applicable airport fees and taxes.

(2) Children 2 or older pay adult fare.

Tour Conductor Discounts (category 20)

Does not apply.

Agent Discounts (category 21)

Does not apply.

Miscellaneous Provisions (category 23)

Does not apply.

Groups (category 26)

Groups of 9 passengers or more are considered groups. Groups must be requested directly to the airline.

Tours (category 27)

Does not apply.

Visit Another Country (category 28)

Does not apply.

Deposits (category 29)

Does not apply.

**RULE 5: APPLICATION OF TARIFF**

**A. General**

1. The provisions of this tariff shall apply to carriage of passengers and their accompanying baggage, and to all services incidental thereto:
  - a) For carriage on flights operated and marketed (carrying a BermudAir flight number) to a passenger by BermudAir, and
  - b) For carriage on flights marketed by BermudAir to a passenger but operated by another carrier.
2. Rules apply to local and joint transportation performed by Bermudair Limited.
3. Where Bermudair Limited is specifically named in any rule contained herein such rule applies to local carriage via Bermudair Limited and to carriage via Bermudair Limited in conjunction with other participating carriers named in such rule.
4. Except as otherwise provided, charges or monetary amounts shown herein in dollars or cents are stated in terms of lawful U.S. currency.
5. Except as otherwise provided below, fare rule provisions, local or joint fares, including arbitraries, contained in the on-line tariff database maintained by airline tariff publishing company agent on behalf of Bermudair Limited are considered to be part of this tariff.
6. With the exception of code-share agreements, when the carrier issues a ticket, baggage check, or makes any other arrangements for transportation over the services of, and in the name 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 tariff of that other carrier will apply.
7. (Applicable only to sales and tickets issued in the U.S.A. for local and joint transportation originating in the U.S.A.) No increase will be collected in cases where the ticket has been issued prior to the effective date of a tariff containing an increase in the applicable fare, effected through a change in fare level, a change in conditions governing the fare, or cancellation of the tariff itself, provided:
  - a. The originating flight coupon of the ticket was issued for a specific flight at the fare contained in a tariff lawfully in effect on the date of ticket issuance (determined by the validation on the ticket).

- b. The originating flight shown on the ticket may not be voluntarily changed nor may the ticket be voluntarily reissued at the passenger's request subsequent to the effective date of any increase in the applicable fare.
  - c. These provisions shall apply only to the passenger to whom the ticket was originally issued.
- 8. 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 this tariff will apply.
- 9. The contents of this tariff constitute the contract between the carrier and the passenger. Should there be a conflict between this tariff and any other document issued or posted by the carrier, this tariff will prevail.
- 10. Except as may be required by applicable laws, government regulations, orders and requirements, the carrier's rules, regulations and conditions of carriage are subject to change without notice, provided, that such change shall not apply to a contract after the carriage has commenced.
- 11. When rules or provisions in this tariff provide for the application of fares and charges based upon percentages of other fares and charges, such proportionate fares and charges will be determined in accordance with the percentage conversion instruction of this tariff.
- 12. Reference to tariffs, pages, rules, items, and notes are continuous and include revisions, supplements thereto and reissues thereof.

**B. Liability Under the Applicable Tariff**

- 1. International transportation shall be subject to the rules relating to liability established by, and to all other provisions of the convention for the unification of certain rules relating to international transportation by air, signed at Warsaw, October 12, 1929, or such convention as amended, whichever may be applicable to the transportation hereunder. Any provision of these rules which is inconsistent with any provision of said convention shall, to that extent, but only to that extent, be inapplicable to international transportation. Note: Rules stating any limitation on, or condition relating to, the liability of carriers for personal injury or death are not permitted to be included in tariffs filed pursuant to the laws of the United States, except to the extent provided in Rule 55(B)(1) with respect to tariff C.A.B. No. 754. Any such limitation or condition in any rule herein is not a part of tariff C.A.B. No. 754, except to the extent provided in Rule 55(B)(1) with respect to tariff C.A.B. No. 754, filed with the department of transportation of the United



States. Nothing in this tariff modifies or waives any provision of the convention. (see Rule 121, Liability - international transportation).

2. Not applicable. Bermudair cannot provide domestic transportation within countries other than The United States.
3. Carrier Liability under the APPR (Canada only):
  - a) The carrier operating a flight is liable to passengers with respect to the obligations set out in sections 7 to 22 and 24 of the APPR, or, if they are more favourable to those passengers, the obligations on the same matter that are set out in the applicable tariff.
  - b) However, if one carrier carries passengers on behalf of another carrier under a commercial agreement, the carriers are jointly and severally, or solidarily, liable to those passengers with respect to the obligations set out in sections 7, 22 and 24 of the APPR, or, if they are more favourable to those passengers, the obligations on the same matter that are set out in the applicable tariff.

C. Overriding Law/Severability

1. If any provision contained or referred to in the ticket or this 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 tariff and the remaining provisions shall continue to be in full force and effect.

D. Gratuitous Carriage

1. With respect to gratuitous carriage, carrier reserves the right to exclude the application of all or part of this tariff Not applicable.

E. Passenger Recourse

1. Any compensation offered to passengers is found in this tariff and is subject to applicable government regulations.
2. In the case of dispute with BermudAir, passengers should, as the first recourse, try to resolve any problem by dealing directly with the carrier. If the passenger has attempted to resolve a complaint with the carrier and is still not satisfied, the passenger may take the matter to either the Canadian Transportation Agency or the appropriate court, as the passenger prefers.

F. Modification and Waiver

1. No employee of the carrier has the authority to alter, modify or waive any provision of the contract of carriage or of this tariff. Carrier appointed agents and representatives are only authorized to sell tickets for air transportation pursuant to approved fares, rules and regulations of carrier. This rule supersedes any conflicting provision contained in the contract of carriage.

G. Self-Identification – Large or Small Carrier (Canada only)

APPR

1. For the purposes of establishing obligations toward passengers under the APPR, BermudAir declares that it is a Small Carrier APPR.

Accessibility for Persons with Disabilities (Canada only)

2. For the purposes of establishing obligations toward passengers with disabilities under the ATPDR, BermudAir declares that it is a Small Carrier Non-ATPDR operating aircraft with 30 or more passenger seats.

## **PART II – BEFORE DEPARTURE**

### **RULE 10: APPLICATION OF FARES AND CHARGES**

#### **A. General**

1. Applicable fares are those published by or on behalf of the carrier or, if not published, constructed in accordance with the carrier's tariff.
2. Fares and charges will apply only to air transportation between the points named on the ticket. Ground transfer services, unless otherwise specified in Rule 85, Ground transfer services, will be arranged by the passenger and at their own expense and are not subject to the terms of this tariff.

#### **B. Fares in Effect**

1. Subject to government requirements and this tariff:
  - a) Except as otherwise provided herein, the applicable rules, fares and charges for carriage of passenger and/or baggage are those duly published by the carriers participating in this tariff and shall be those in effect on the date of commencement of carriage covered by the first flight coupon of the ticket. When the fares or charges are not the applicable fares or charges, the difference will be refunded to or collected from the passenger, as may be appropriate.

#### **C. Routing**

1. Unless otherwise provided in the carrier's tariff, fares apply only to their associated routing.
2. 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. (See Rule 50, Routings)

#### **D. Taxes and Charges**

1. Any tax or charge imposed by government or other authority, or by the operator of an airport, 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 tariff. (See Rule 15, Taxes)

#### **E. Currency of Fares**

1. All fares and charges are stated in US dollars, which will be converted to the local currency at the bankers' buying rate of exchange.

**RULE 15: TAXES**

**A. General**

1. Taxes imposed by governments are payable by the passenger and are in addition to the published or constructed fare.
2. At the time of the ticket purchase, the passenger will be advised by the carrier of all the taxes appearing on the ticket.
3. Taxes will be shown separately on the ticket.
4. 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.

**RULE 20: METHODS OF PAYMENT**

A. General

The following is a list of payment options accepted by the carrier for the payment of tickets and services offered by the carrier:

1. Credit card
2. Bank debit card, where facilities permit
3. Vouchers
4. Travel Credit

**RULE 25: CURRENCY OF PAYMENT**

**A. General**

1. Currency provisions are subject to government regulations and applicable foreign exchange regulations.
2. When travel commences in the United States or Canada, payment for tickets will be in U.S. dollars at the U.S. dollar fare, or its equivalent in other currencies converted to U.S. dollars at the bankers' buying rate of exchange.
3. When travel originates outside Canada/United States but payment is made in Canada, the published fare in anything other than Canadian dollars will be converted to Canadian currency at the bankers' buying rate of exchange.
4. When travel originates outside Canada/United States but payment is made in the United States, the published fare in anything other than U.S. dollars will be converted to U.S. currency at the bankers' buying rate of exchange.
5. When travel originates outside Canada/United States and payment is not made in Canada or the United States, the published fare will be converted to local currency at the bankers' buying rate of exchange.

**RULE 30: CLASSES OF SERVICE**

**B. Business Class or Class "C"**

1. The business class section will be located in the area of the aircraft designated by the carrier as business class.
2. Separate check-in facilities will be provided for passengers in business class seating where such facilities exist.
3. Passengers seated in the business class section will be provided business class service.
4. Business class services will consist of:

Business Light

- Hand baggage up to 10 kgs (22 lbs)
- 1 checked bag up to 23 kgs (50 lbs) each
- Complimentary light food & drinks
- Cancellation - full refund to Travel Credit until 1h before departure
- Free seat selection
- Complimentary lounge access (where available)
- Priority boarding

Changes allowed for US\$100 / CA\$135 + fare difference until 1hr before departure.

Excess baggage weight for bags heavier than 23kg but less than 32kg will be charged a flat fee of US\$100 / CA\$100.

Individual bags can exceed 23kg (up to a maximum of 32kg) as long as the combined weight of all of the bags from the party travelling does not exceed the total allowance.

Business

- Hand baggage up to 10 kgs (22 lbs)
- 2 checked bags up to 32 kgs (70 lbs) each
- Complimentary light food & drinks
- Cancellation - full refund until 1hr before departure
- Free seat selection
- Free changes + fare difference until 1hr before departure

- Complimentary lounge access (where available)
- Priority boarding

C. Economy Class or Class “Y”

1. The economy class/tourist class section will be located in the area of the aircraft designated by the carrier as economy class.
2. Passengers seated in the economy class section will be provided economy class service.
3. Economy class services will consist of:

Economy Light

- Hand baggage up to 10 kgs (22 lbs)
- Complimentary snacks & drinks
- Cancellation - fare is non-refundable
- Optional paid seat selection

Changes allowed for US\$100 / CA\$135 + fare difference until 1hr before departure.

First checked bag for US\$45 / CA\$45 before ticketing, with additional bags, or first bag after ticketing, for US\$55 / CA\$55, or at the airport \$65 up to 23 kgs (50 lbs) each.

Excess baggage weight for bags heavier than 23kg but less than 32kg will be charged a flat fee of US\$100 / CA\$100.

Individual bags can exceed 23kg (up to a maximum of 32kg) as long as the combined weight of all of the bags from the party travelling does not exceed the total allowance.

Economy Classic

- Hand baggage up to 10 kgs (22 lbs)
- 1 checked bag up to 23 kgs (50 lbs) each
- Complimentary snacks & drinks
- Cancellation - full refund to Travel Credit until 1h before departure
- Optional paid seat selection

Changes allowed for US\$100 / CA\$135 + fare difference until 1hr before departure.

First checked bag for US\$35 / CA\$35 before ticketing, with additional bags, or first bag after ticketing, for US\$45 / CA\$45, or at the airport \$65 up to 23 kgs (50 lbs) each.

Excess baggage weight for bags heavier than 23kg but less than 32kg will be charged a flat fee of US\$100 / CA\$100.



Individual bags can exceed 23kg (up to a maximum of 32kg) as long as the combined weight of all of the bags from the party travelling does not exceed the total allowance.

Economy Max

- Hand baggage up to 10 kgs (22 lbs)
- 1 checked bag up to 23 kgs (50 lbs) each
- Complimentary snacks & drinks
- Cancellation - full refund until 1hr before departure
- Complimentary lounge access (where available)
- Priority boarding
- Optional paid seat selection
- Free changes + fare difference until 1hr before departure

Individual bags can exceed 23kg (up to a maximum of 32kg) as long as the combined weight of all of the bags from the party travelling does not exceed the total allowance.

**RULE 40: RESERVATIONS**

**A. General**

1. A reservation for space on a specific flight is valid when the availability and allocation of the space is entered into the carrier's reservation system, a confirmation number/code is obtained from the carrier which authenticates the reservation, the passenger has paid the appropriate fare, and a ticket has been issued for that space.
2. The carrier will only issue a ticket against a valid reservation. Subject to payment or other satisfactory arrangements and passenger compliance with the check-in time limits set out in paragraph (E) below, a ticket will be issued to the passenger by the carrier 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 and the flight coupons that are presented.
3. On any specific flight, the carrier may limit the number of passengers carried at any specific fare. All fares will not necessarily be available on all flights. The number of seats which the carrier shall make available on a specific flight will be determined by the carrier's best judgment as to the anticipated total number of passengers on each flight.

4. A passenger who is holding an unused open-date ticket or a portion of that ticket or is in possession of another electronic document issued to the passenger by the carrier which entitles the passenger to onward travel, or who wishes to change their reservation for another date, will not be entitled to any preferential right to secure a new reservation.
5. The carrier will not accept a reservation for a child under 18 years of age who will be travelling alone.

B. Cancellation of Reservations

1. The carrier may cancel reservations of any passenger:
  - a) If circumstances require due to situations within a carrier's control as defined in Rule 1, Definitions and applied in Rule 91, Delays or cancellation – within the carrier's control and within the carrier's control but required for safety purposes or Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes;
  - b) If circumstances require due to situations outside a carrier's control as defined in Rule 1, Definitions and applied in Rule 90, Delays or cancellation- outside the carrier's control or Rule 95, Denial of boarding – outside the carrier's control;
  - c) If circumstances require due to any situation identified in and applied in Rule 105, Refusal to transport; or,
  - d) When the passenger has failed to meet check-in or boarding gate requirements set out in paragraph (E) below.
2. If the carrier cancels a passenger's reservation due to (B)(1)(a) (above), the passenger may be eligible to take advantage of the provisions found in Rule 91, Delays or cancellation – within the carrier's control and within the carrier's control but required for safety purposes or Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes.
3. If the carrier cancels a passenger's reservation due to (B)(1)(b) (above), the passenger may be eligible to take advantage of the provisions found in Rule 90, delays or cancellation – outside the carrier's control or Rule 95 Denial of boarding – outside the carrier's control.
4. If the carrier cancels a passenger's reservation due to (B)(1)(c) (above), the passengers will be treated in accordance with the provisions of Rule 105, Refusal to transport.

**C. Passenger's Responsibility**

1. The passenger must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance and the departure process while meeting the time limits detailed in (E) below. Flights will not be delayed for passengers who have not completed any of these pre-boarding requirements.
2. The passenger should provide the carrier with their preferred means of communication from among means offered by the carrier (for example, email address and/or telephone numbers) when the carrier solicits point of contact information from the passenger in case the carrier must communicate with the passenger prior to their departure or at any point during the passenger's itinerary. The carrier has an obligation to communicate information to its passengers as per Rule 97, Communication of information – cancellation, delay, tarmac delay, or denial of boarding.

**D. Failure to Occupy Seat**

1. If the passenger does not occupy space which has been reserved by/for them and the carrier is not notified of the cancellation of such reservation up to and until the scheduled departure of that particular flight, the carrier will not be liable to you for any loss or expense you suffer and will not refund any portion of your ticket price. .

**E. Check-in Time Limits**

| Travel                           | Recommended check-in time* | Check-in/baggage drop-off deadline** | Boarding gate deadline*** |
|----------------------------------|----------------------------|--------------------------------------|---------------------------|
| From Canada                      | <b>180</b> minutes         | <b>60</b> minutes                    | <b>20</b> minutes         |
| From the U.S.<br>(excluding MCO) | <b>180</b> minutes         | <b>60</b> minutes                    | <b>20</b> minutes         |
| From MCO                         | <b>180</b> minutes         | <b>60</b> minutes                    | <b>20</b> minutes         |
| From Bermuda                     | <b>150</b> minutes         | <b>60</b> minutes                    | <b>20</b> minutes         |

If the passenger fails to meet either the check-in/baggage drop off deadline or the boarding gate deadline specified in the above chart, the carrier may reassign any pre-reserved seat and/or cancel the reservation of the passenger and the carrier may not be able to transport the passenger's baggage.

**RULE 41: SEAT ASSIGNMENT FOR PASSENGERS INCLUDING THE SEATING OF CHILDREN UNDER THE AGE OF 14 YEARS****A. Applicability**

1. This Rule applies to all passengers irrespective of the type of fare on which they are travelling or have purchased.
2. Unaccompanied children (under the age of 15) will not be carried.
3. The carrier will not accept a reservation for a child under 14 years of age who will be travelling alone.

**B. Seat Assignment**

1. The carrier does not guarantee the assignment of any particular space on the aircraft.

**Advance Seat Selection**

2. The passenger may pre-select a seat once they have purchased their ticket when booking a fare. If a passenger is choosing a specific seat, a fee may be assessed based on the conditions of the fare purchased (unless the seat is required to meet a disability related need – see (3) below). Nonetheless, complimentary seat selection is available at the time of check-in.

The advance seat selection fee will be charged per passenger and will be applied as set out in the table below:

Applicable fees for travel:

| Type of service         | Seat selection fee<br>within Canada | Seat selection fee<br>between Canada<br>and the USA | Seat selection fee<br>between Canada<br>and international<br>points |
|-------------------------|-------------------------------------|---|---|
| Business class          | Nil                                 | Nil   | Nil   |
| Full fare economy class | Nil                                 | Nil   | Nil   |

|   |     |     |     |
|---|-----|-----|-----|
| Special or discounted fares seated in economy class section of the aircraft | Nil | Nil | Nil |
|---|-----|-----|-----|

Seat selection fees will be refunded if:

- a) the carrier must move the passenger from their pre-paid, pre-selected seat due to an involuntary schedule or airport change or due to safety or operational reasons,
  - b) the passenger has a confirmed upgrade to a Normal Fare prior to flight check-in, or,
  - c) [Otherwise, state refund policy for seat selection fees for other situations]
3. **Exception:** A person with a disability who requires a specific seat to meet a disability-related need will not be charged a seat selection fee.

C. Assignment Of Seats to Accompanied Children Under the Age Of 14 Years

- 4. In order to facilitate the assignment of a seat to a child who is under the age of 14 years that is in close proximity to an accompanying person (parent, guardian or tutor) in accordance with part (D) (below), the carrier will, at no additional charge:
  - a) assign a seat before check-in to the child that is in close proximity to the accompanying person, or
  - b) if the carrier does not assign seats prior to check-in, in accordance with paragraph (a), the carrier will:
    - i. advise passengers before check-in that the carrier will facilitate seat assignment of children in close proximity to an accompanying person at no additional charge at the time of check-in or at the boarding gate,
    - ii. assign seats at the time of check-in, if possible,
    - iii. if it is not possible to assign seats at the time of check-in, the carrier will, via an announcement at the gate, ask for volunteers to change seats at the time of boarding, and
    - iv. if it is not possible to assign seats at the time of check-in and no passenger has volunteered to change seats at the time of boarding,

the carrier will ask again for volunteers on-board the aircraft to change seats before take-off.

D. Proximity to Accompanying Person's Seat

5. The carrier will facilitate, pursuant to the steps outlined in (C) (above), the assignment of a seat to a child who is under the age of 14 years by offering, at no additional charge:
  - a) in the case of a child who is 4 years of age or younger, a seat that is adjacent to their accompanying person's seat;
  - b) in the case of a child who is 5 to 12 years of age, a seat that is in the same row as their accompanying person's seat, and that is separated from that accompanying person's seat by no more than one seat; and
  - c) in the case of a child who is 13 or 14 years of age, a seat that is in a row that is separated from the row of their accompanying person's seat by no more than one row.

E. Difference in Price

1. If the passenger who is assigned seating in accordance with (D)(1) (above) is seated in a lower class of service than their ticket provides, the carrier will reimburse the price difference between the classes of service.
2. If the passenger who is assigned seating in accordance with (D)(1) (above) chooses a seat that is in a higher class of service than their tickets provide, the carrier will request supplementary payment representing the price difference between the classes of service.

**RULE 45: STOPOVERS**

A. General

1. Stopovers will be permitted under the following conditions:
  - a) Stopovers must be arranged with the carrier in advance and specified on the ticket.
  - b) Specific fare rules may not permit stopovers or limit the number of stopovers allowed or there may be an additional charge for stopovers based on the fare purchased by the passenger. Refer to the rule applicable to the fare in question for further information
  - c) If a portion of a journey is travelled by surface transportation, a stopover will be deemed to have taken place for such transportation.
  - d) **For travel within Canada and between Canada and the U.S.A:** A deliberate interruption of a journey for more than 4 hours will constitute a stopover.
  - e) **For travel to/from Canada except within Canada and between Canada and the U.S.A:** No stopover will have occurred if the passenger departs the connecting point on the date of arrival or if there is no scheduled connecting departure on the date of arrival, the passenger's departure occurs the next day and within 24 hours of arrival at the connecting point.

**RULE 50: ROUTINGS**

**A. Application**

1. A routing is applicable only to the fares which are specifically associated with it.
2. A routing may be travelled via any or all of the cities named in the carrier's routing diagram, unless otherwise restricted.
3. All or part of the applicable routing may result in non-stop travel.
4. An intermediate point(s) specified along the routing may be omitted.
5. All routings are applicable in either direction, unless otherwise restricted.
6. For those routings permitting choice of carrier for carriage between the same points, only one of those carriers may be used.
7. Where no carrier is indicated between two points, travel is limited to BermudAir.
8. If more than one routing is applicable via the same fare, the passenger, and prior to the issuance of the ticket, may specify the routing. If no routing is specified by the passenger, the carrier will determine the routing.



**RULE 54: INTERLINE BAGGAGE ACCEPTANCE**

## Definitions

**"airline designator code"** means an identification code comprised of two-characters which is used for commercial and traffic purposes such as reservations, schedules, timetables, ticketing, tariffs and airport display systems. Airline designators are assigned by IATA. When this code appears on a ticket, it reflects the carrier that is marketing the flight, which might be different from the carrier operating the flight.

**"baggage rules"** means the conditions associated with the acceptance of baggage, services incidental to the transportation of baggage, allowances and all related charges. For example, baggage rules may address the following topics:

- The maximum weight and dimensions of passenger bags, if applicable, both checked and unchecked;
- The number of checked and unchecked passenger bags that can be transported and the applicable charges;
- Excess and oversized baggage charges;
- Charges related to check-in, collection and delivery of checked baggage;
- Acceptance of and charges related to special items, e.g. surf boards, pets, bicycles;
- Baggage provisions related to prohibited or unacceptable items, including embargoes;
- Terms or conditions that would alter or impact the baggage allowances and charges applicable to passengers (e.g. frequent flyer status, early check-in, pre-purchasing baggage allowances with a particular credit card); and,
- Other rules governing treatment of baggage at stopover points, including passengers subject to special baggage allowances or charges.

**"down line carrier"** means any carrier, other than the selecting carrier, that is identified as providing interline transportation to the passenger by virtue of the passenger's ticket.

**"interline agreement"** means an agreement between two or more carriers to co-ordinate the transportation of passengers and their baggage from the flight of one air carrier to the flight of another air carrier (through to the next point of stopover).

**"interline itinerary"** means all flights reflected on a single ticket involving multiple air carriers.

**"interline travel"** means travel involving multiple air carriers listed on a single ticket that is purchased via a single transaction.

**"marketing carrier"** means the carrier that sells flights under its code.

**"most significant carrier (MSC)"** is determined by a methodology, established by IATA (Resolution 302), which establishes, for each portion of a passenger's itinerary where baggage is checked through to a new stopover point, which carrier will be performing the most significant part of the service. For travelers under the Resolution 302 system, the baggage rules of the MSC will apply. For complex itineraries involving multiple checked baggage points, there may be more than one MSC, resulting in the application of differing baggage rules through an itinerary.

**"most significant carrier (MSC) – IATA Resolution 302 as conditioned by the Agency"** means that in this instance, the MSC is determined by applying IATA Resolution 302 methodology as conditioned by the Agency in its Decision No. 144-A-2014. The Agency's reservation has stipulated that only a single set of baggage rules may apply to any given interline itinerary. The aim of the Agency's reservation is to allow the selecting carrier to use the MSC methodology to determine which carrier's baggage rules apply to an international interline itinerary to or from Canada, while reinforcing the role of tariffs in the determination of which carrier's rules apply.

**"operating carrier"** means the carrier that operates the actual flight.

**"participating carrier(s)"** includes both the selecting carrier and down line carriers who have been identified as providing interline transportation to the passenger by virtue of the passenger's ticket.

**"selected carrier"** means the carrier whose baggage rules apply to the entire interline itinerary.

**"selecting carrier"** means the carrier whose designator code is identified on the first flight segment of the passenger's ticket at the beginning of an interline itinerary issued on a single ticket whose origin or ultimate destination is in Canada.

**"single ticket"** is a document that permits travel from origin to destination. It may include interline/code-share and intra-line segments. It may also include end-to-end combinations (i.e., stand alone fares that can be bought separately but combined together to form one price).

**"summary page at the end of an online purchase"** is a page on a carrier's Web site which summarizes the details of a ticket purchase transaction just after the passenger has agreed to purchase the ticket from the carrier and has provided a form of payment.

**"ultimate ticketed destination"** means in situations where a passenger's origin is a non-Canadian point and the itinerary includes at least one stop in Canada, as well as at least one stop outside of Canada. If the stop in Canada is the farthest checked point and the stop is more than 24 hours, the Agency would consider the ultimate ticketed destination to be Canada.

A. Applicability

1. This Rule is applicable to all interline itineraries issued on a single ticket whose origin or ultimate ticketed destination is in Canada.
2. It establishes how the carrier will determine which carrier's baggage rules apply to any passenger's entire interline itinerary.

B. General

1. For the purposes of interline baggage acceptance:
  - a) the carrier whose designator code is identified on the first segment of the passenger's interline ticket will be known as the selecting carrier;
  - b) any carrier who is identified as providing interline transportation to the passenger by virtue of the passenger's ticket will be known as a participating carrier.

C. Baggage Rule Determination by Selecting Carrier

**Checked Baggage**

1. The selecting carrier will:
  - a) Select the MSC, as determined by IATA Resolution 302 as conditioned by the Agency, in order for that carrier's baggage rules, as established in its tariff, to apply to the entire interline itinerary.
2. The carrier identified by means of (a) will be known as the selected carrier.

**Carry-on Baggage**

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

D. Baggage Rule Application by Participating Carrier

1. Where the carrier is not the selected carrier on an interline itinerary but is a participating carrier that is providing transportation to the passenger based on the ticket issued, the carrier will apply as its own the baggage rules of the selected carrier throughout the interline itinerary.

E. Disclosure of Baggage Rules

**Summary Page at the end of an Online Purchase and E-Ticket Disclosure**

1. For baggage rules provisions related to a passenger's 1<sup>st</sup> and 2<sup>nd</sup> checked bag and the passenger's carry-on baggage (i.e., the passenger's "standard" baggage allowance), when the carrier sells and issues a ticket for an interline itinerary, it will disclose to the passenger on any summary page at the end of an online purchase and on the passenger's itinerary/receipt and e-ticket at the time of ticketing the baggage information relevant to the passenger itinerary as set out in paragraph (2) below. The disclosed information will reflect the baggage rules of the selected carrier.
2. The carrier will disclose the following information:
  - a) name of the carrier whose baggage rules apply;
  - b) passenger's free baggage allowance and/or applicable fees;
  - c) size and weight limits of the bags, if applicable;
  - d) terms or conditions that would alter or impact a passenger's standard baggage allowances and charges (e.g. frequent flyer status, early check-in, pre-purchasing baggage allowances with a particular credit card);
  - e) existence of any embargoes that may be applicable to the passenger's itinerary; and,
  - f) application of baggage allowances and charges (i.e., whether they are applied once per direction or if they are applicable at each stopover point).
3. The carrier will provide this information in text format on the passenger's e-ticket confirmation. Any fee information provided for carry-on bags and the first and second checked bag will be expressed as specific charges (i.e., not a range).

**Web site disclosure**

4. The carrier will disclose on its Web site, in a convenient and prominent location, a complete and comprehensive summary of all of the carrier's own baggage rules, including information concerning:
  - a) The maximum weight and dimensions of passenger bags, if applicable, both checked and unchecked;
  - b) The number of checked and unchecked passenger bags that can be transported and the applicable charges;
  - c) Excess and oversized baggage charges;
  - d) Charges related to check in, collection and delivery of checked baggage;
  - e) Acceptance of and charges related to special items, e.g. surf boards, pets, bicycles;
  - f) Baggage provisions related to prohibited or unacceptable items, including embargoes;
  - g) Terms or conditions that would alter or impact the baggage allowances and charges applicable to passengers (e.g. frequent flyer status, early check in, pre-purchasing baggage allowances with a particular credit card); and
  - h) Other rules governing treatment of baggage at stopover points, including passengers subject to special baggage allowances or charges.

## **RULE 55: BAGGAGE ACCEPTANCE**

### **A. Applicability**

1. This Rule only applies to flights operated by BermudAir ("the carrier") for single carrier (i.e. online) transportation of baggage and interline transportation of baggage where the carrier is selected to apply its own baggage rules to an entire interline itinerary.

### **B. General Conditions of Acceptance of Checked and Unchecked Baggage**

The carrier will accept for transportation as baggage, any good 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:

#### **1. Checked baggage**

- a) Once the carrier 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) Subject to the provisions of this tariff related to mobility aids and musical instruments, 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.

#### **2. Unchecked baggage (carry-on baggage)**

- a) Unchecked baggage must be within the carrier's size and weight limits to be taken **on-board the aircraft**.
- b) **Unchecked 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) Objects which are not suitable for carriage as checked baggage (e.g. objects made of glass or ceramic) 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. Passengers should contact the carrier or review its Web site for more information about which specific 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.

### **C. Baggage Allowance**

1. 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.

| Type of service   | Maximum number of bags permitted | Weight per bag | Dimension per bag            | Fees        |
|---|----------------------------------|----------------|------------------------------|-------------|
| First class   | N/A                              | N/A            | N/A                          | N/A         |
| BUSINESS  | 2                                | 32kg (70lbs)   | Total dimensions 158cm (62") | Nil         |
| BUSINESS LIGHT  | 1                                | 23kg (50lbs)   |                              | Nil         |
| ECONOMY MAX   | 1                                | 23kg (50lbs)   |                              | Nil         |
| ECONOMY CLASSIC   | 0                                | 23kg (50lbs)   |                              | See website |
| ECONOMY LIGHT   | 0                                | 23kg (50lbs)   |                              | See website |
| Special or discounted fares seated in economy class section of the aircraft | 1                                | 23kg (50lbs)   |                              | Nil         |

#### Unchecked Baggage (Carry-On Baggage)

| Type of service   | Maximum number of bags permitted | Weight per bag | Dimension per bag                                | Fees |
|---|----------------------------------|----------------|--|------|
| First class   | N/A                              | N/A            | N/A  | N/A  |
| Business class  | 2                                | 10kg (22lbs)   | Carry on: 24 x 16 x 10 in (60 x 40 x 25 cm)      | Nil  |
| Full fare economy class   | 2                                | 10kg (22lbs)   |  | Nil  |
| Special or discounted fares seated in economy class section of the aircraft | 2                                | 10kg (22lbs)   | Personal item: 18 x 11 x 11 in (45 x 27 x 27 cm) | Nil  |

2. The carrier will accept for transportation assistive devices for persons with disabilities in addition to the baggage allowances set out in the charts above at no

additional charge to the person. For provisions related to the transportation of assistive devices for persons with disabilities, refer to:

3. 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 carry-on bag in the chart in (1) above, the passenger will be subject to the excess baggage charges set out in the chart in (E) below.
4. The passenger's name and contact information must appear on the baggage. It is recommended that the name and contact information also be included inside the baggage.

D. Collection and Delivery of Baggage

1. The passenger has the right to retrieve their baggage without delay.
2. Only the passenger who was given a baggage identification tag when the carrier took possession of the baggage is entitled to accept delivery of the baggage.
3. If the passenger claiming the checked baggage is unable to produce their 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.
4. Acceptance of the baggage without complaint, within the time limits stipulated in Rule 120(C), Liability – domestic transportation or Rule 121(C), Liability – international transportation, 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 this tariff.

E. Excess Baggage/Overweight Baggage

1. Baggage in excess of the free baggage allowance will be accepted by the carrier upon payment of the applicable charge. The charge for the excess baggage is payable prior to departure at the point of check-in.
2. Total dimensions must not exceed 158 cm (62 in) and / or 32kg/ 70lbs per item. Airport staff will be empowered and trained to use their discretion in extenuating circumstances. Carry-on bags as part of the allowance that do not fit under the seat must be checked-in to the hold – At no additional cost



3. Passengers travelling with young children can bring free of charge 2 pieces of child equipment: stroller and/or car seat or booster, and/or travel cot (all to be checked-in in hold only); In addition to that, we allow a baby bag of up to 5kg free of charge for infants travelling on an adult's lap.

#### Excess Baggage

| Type of service                              | Overweight/<br>oversize | Charge per piece  |
|--|-------------------------|-------------------|
| First class                                  | N/A                     | N/A               |
| Business class                               | 23kg (50 lbs)           | US\$100 / CA\$100 |
| Full fare economy class                      | 23kg (50 lbs)           | US\$100 / CA\$100 |
| Special or discounted fares in economy class | 23kg (50 lbs)           | US\$100 / CA\$100 |

#### Overweight Baggage

Passengers will be subject to an additional fee of US\$15 / CA\$21 per kilogram in excess of the permitted limit up to a maximum of 32 kgs (70 lbs).

#### F. Excess Value Declaration Charge

1. The passenger may declare a value in excess of the applicable liability limits for the checked baggage by completing a special declaration of interest and paying any excess value charges to the carrier prior to departure at the point of check-in at the rate of US\$10 / CA\$13.50 per US\$100 / CA\$135 of excess valuation to a maximum of US\$500 / CA\$675 of excess valuation.

#### G. Special Equipment

- a. Sports equipment. No fee but counts as part of checked bag allowance (inventory controlled and in hold). Dimension limits for checked bags to be followed.
- b. For larger sports equipment a handling fee of US\$100 / CA\$135 will be charged; in this context larger means bigger than a standard set of golf clubs: 50 x 15 inches (130cm x 40cm).
- c. Musical Instruments: refer to Rule 56.
- d. Passengers travelling with young children can bring free of charge 2 pieces of child equipment: stroller and/or car seat or booster, and/or travel cot (all in

hold only); additional pieces of equipment will be charged at US\$100 / CA\$135 per item subject to capacity (but discretion can be used);

- e. Wheelchairs will be stored in the hold free of charge, subject to Rule 70 (G).
- f. Weapons and up to 5kg of ammunition can be carried for a handling fee of US\$100 / CA\$135 if the customer entering the USA is in possession of a valid hunting license or permit (e.g. A Bureau of Alcohol, Tobacco, Firearms and Explosives ATF permit), if admission is for lawful hunting or sporting purposes, or the customer is a foreign law enforcement officers of a friendly foreign government who enter the United States on official law enforcement business. It will be the responsibility of the passenger to ensure they adhere to any state laws regarding the carriage of a licensed weapon and should check the U.S. Customs and Border Protection website for information and requirements prior to travel. The weapon must be unloaded and locked in a hard sided container as checked in baggage only and cannot be accessible to the passenger. Ammunition is to be in a separate container

#### H. Pets – Refer to Rule 75

#### I. Items Unacceptable as Baggage

1. The following items are unacceptable as baggage and will not be transported by the carrier:
  - a) Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over.
  - b) 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.
  - c) Items, which in the carrier's opinion, are unsuitable for carriage because of their weight, size or character, for example, fragile or perishable items.
  - d) Live animals except as provided in Rule 75, Acceptance of animals (pets and search and rescue dogs).
  - e) Firearms and ammunition other than for hunting or sporting purposes.
2. Firearms and ammunition for hunting and sporting purposes will be accepted as checked baggage provided the firearms are not loaded, the safety catch is in the

“on” position and the firearms are suitably packed. The carriage of ammunition is subject to the ICAO and IATA regulations mentioned in (1)(b) above.

3. 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.
4. Fragile or perishable items, money, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, business documents, samples, passports and other identification documents are unacceptable for transportation as checked baggage and will only be transported as carry-on baggage if retained in the passenger's possession.

#### J. Dangerous Goods Policy

Our policy is intended to help you avoid carrying anything onboard our aircraft that violates requirements, regulations and instructions from our regulators, OTARs, ICAO and U.S. Federal Law. Violators can be subject to imprisonment of up to five years and penalties of US\$250,000 / CA\$337,500 or more (49 U.S.C. 5124). Some ordinary products can be dangerous because changes in temperature and pressure can cause leaks, toxic fumes or fires. Please ensure these items are not in your bags or otherwise carried aboard our aircraft.

To ensure the safety and security of our customers and our crew, we reserve the right not to allow you to carry any article that our employees or agents have reason to believe might be used or adapted for causing injury or incapacitation of a person, or which could endanger an aircraft.

Some items which are not allowed to be carried in checked baggage may be carried with you on your person or in your carry-on luggage. Full details are shared below, but for example, spare lithium batteries for portable electronic devices and cigarette lighters must be removed from checked-in bags, but may be then carried onboard the aircraft. Electronic cigarettes or vaping devices are not permitted in checked bags, however you can travel with them in your carry-on bag. Traveling with medical oxygen, mobility aids and other assistive devices require airline pre-approval or be restricted from carriage entirely. Passengers requiring these items should contact us at [customerservice@flybermudair.com](mailto:customerservice@flybermudair.com), or dial 441 543 9200 for information on use of such devices.

There are special exceptions for small quantities (up to 2kg or 2L) of medicinal and toilet articles carried in your bags and certain smoking materials on your person.

**U.S. Federal Law and applicable Bermuda regulations include the following requirements:**

Notification at air passenger facilities of hazardous materials restrictions

(a) Each person who engages in for-hire air transportation of passengers must display notices of the requirements applicable to the carriage of hazardous materials aboard aircraft, and the penalties for failure to comply with those requirements in accordance with this section. Each notice must be legible, and must be prominently displayed so that it can be seen by passengers in locations where the aircraft operator issues tickets, checks baggage, and/or maintains aircraft boarding areas. At a minimum, each notice must communicate the following information:

1. Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of US\$250,000 / CA\$337,500 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals.
2. There are special exceptions for small quantities (up to a total of 2 kg, or 70 ounces) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information contact your airline representative. No single article can exceed 0.5 litres (17 fl. Oz).

(b) Ticket purchase. An aircraft operator must ensure that information regarding the types of hazardous materials (specified in paragraph (a) of this section) that a passenger is permitted to transport, or forbidden to transport, aboard an aircraft is provided at the following locations:

- Any place where boarding passes are issued and/or checked baggage is accepted;
- Each place at an airport where tickets or boarding passes are issued;
- Each place at an airport where passenger baggage is dropped off; and
- Each place at an airport where boarding areas are maintained.

The above information must include visual examples. During the purchase process, regardless if the process is completed remotely (e.g., via the Internet or phone) or when completed at the airport, with or without assistance from another person (e.g., automated check-in facility), we are required to ensure that information on the types of hazardous materials a passenger is forbidden to transport aboard an aircraft is provided to passengers. Information may be in text form (but must include visual examples) and,

effective January 1, 2015, must be such that the final ticket purchase cannot be completed until the passenger or a person acting on the passenger's behalf has indicated that the passenger understands the restrictions on hazardous materials in baggage.

Check-in. We are required to ensure that information on the types of hazardous materials specified in paragraph (a) of this section is provided during the flight check-in process.

1. When the flight check-in process is conducted remotely (e.g., via the internet or phone) or when completed at the airport, without assistance from another person (e.g., automated check-in kiosk), we are required to ensure that information on the types of hazardous materials a passenger is forbidden to transport aboard an aircraft is provided to passengers. Information should be such that the check-in process cannot be completed until the passenger or a person acting on the passenger's behalf has indicated that the passenger understands the restrictions on hazardous materials in baggage.
2. When the check in process is not conducted remotely (e.g., at the airport with the assistance of an airline representative), passenger notification of permitted and forbidden hazardous materials may be completed through signage (electronic or otherwise), provided it is legible and prominently displayed.

K. Items that are permitted or not permitted on our aircraft

| Item   | Example  | Allowed for travel?  |
|--|--|--|
| Alcoholic beverages over 70 percent by volume  | Alcoholic beverages over 140 proof   | No   |
| Alcoholic beverages under 70 percent by volume | Beer, Wine or Other alcoholic beverages in retail packaging  | Checked bags - yes; Opened containers aren't allowed. You can take a maximum of 5 litres per passenger for beverages 24 – 70 percent alcohol by volume in checked bags; customs regulations vary by country.             |
| Batteries                                      | 9-volt AA/AAA/C/D Alkaline<br>Carbon zinc Silver oxide Zinc air<br>Lithium or lithium-ion Nickel-cadmium or nickel-metal hydride | Yes. Please remove batteries from devices in your checked bags and put them in your carry-on in separate plastic bags. Lithium-ion battery acceptance by Watt-hour (Wh): Less than 100 Wh – 4 spares in carry-on bag 1–0 |

Last updated: September 15<sup>th</sup>, 2025

For an explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

|                                 |  |   |
|---------------------------------|--|---|
|                                 |  | - 160 Wh – 2 spares in carry-on bag 1–0 - 300 Wh – Contact us for guidance  |
| Batteries, lithium ion          |  | A maximum of 2, not exceeding 160 Wh each, are allowed in carry-on bag with airline approval  |
| Batteries, lithium metal        |  | Lithium content cannot be more than 2 grams per battery   |
| Batteries, non-spillable wet    |  | Each battery must not exceed a voltage of 12 volts and 100 watt-hour rating. Each battery must be protected from short circuit by the effective insulation of expose terminals. Not more than two spare batteries per person may be carried. If contained in equipment, the equipment must be either protected from unintentional activation or each battery must be disconnected and its exposed terminals <a href="#">insulated.</a> In battery-powered equipment capable of generating extreme heat, batteries and heating elements must be isolated by removal of the heating element, battery or other components. |
| Batteries, nickel-metal hydride |  | In battery-powered equipment capable of generating extreme heat, batteries and heating elements must be isolated by removal of the heating element, battery or other components. Must be prepared for transport so as to prevent unintentional activation or a short circuit (e.g. in the case of batteries, by the effective insulation of exposed terminals, or, in the case of equipment, by disconnection of  |

Last updated: September 15<sup>th</sup>, 2025

For an explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

|                |  |  |
|----------------|--|--|
|                |  | the battery and protection of exposed terminals.   |
| Batteries, dry |  | In battery-powered equipment capable of generating extreme heat, batteries and heating elements must be isolated by removal of the heating element, battery or other components. Must be prepared for transport so as to prevent unintentional activation or a short circuit (e.g. in the case of batteries, by the effective insulation of exposed terminals, or, in the case of equipment, by disconnection of the battery and protection of exposed terminals.  |
|                | Damaged batteries, Automobile, boat or aircraft batteries  | No.  |
|                | Portable electronic devices containing cells or batteries (including lithium) and spares for these devices intended for personal use: Watch, Calculator, Camera, Cell phone, Laptop computer, Notebook computer, Camcorder | Yes. We allow up to 2 spare batteries for personal use, with restrictions: Each spare battery is individually protected in accordance with our lithium battery acceptance policy. Batteries are in carry-on bag only. For a lithium metal battery, lithium content cannot be more than 2 grams per battery. For lithium-ion batteries, a maximum of 2, not exceeding 160 Wh each, are allowed in carry-on bag with airline approval. If carried as checked baggage, measures must be taken to prevent unintentional activation and to protect the devices from damage, and the devices must be completely switched off (not in sleep or hibernation mode). |

|                            |   |   |
|----------------------------|---|---|
| Cutting instruments        | Metal knives (of any length or type), Box cutters, Ice picks, Straight razors | Checked bags – yes. Carry-on bag – no. You can travel with plastic cutlery and safety/disposable razors in your carry-on bag.   |
| Defence sprays             | Mace, Tear-gas, Pepper spray  | No.   |
| Drones                     |   | Yes, with restrictions. Your drone's battery must not exceed 160 Wh. A drone can be carried on if it or its box is less than 22 x 14 x 9 inches / 56 x 36 x 23 centimetres  |
| Dry ice                    | Dry ice used to pack perishable items   | Yes. You can travel with up to 5.5 lbs/2.5 kgs as carry-on if:<br>Packed in a vented, hard plastic or heavy gauge styrofoam container<br>If carried in checked baggage, must be labelled "DRY ICE" or "CARBON DIOXIDE, SOLID."  |
| Electronic cigarettes      | Vapor cigarette-cigarettes  | Checked bags – no. Carry-on bag – yes. Since some electronic cigarettes use lithium-ion batteries, you cannot travel with them in your checked bags. You can travel with them in your carry-on, but you're not allowed to use or charge them onboard any flight. We recommend traveling with them in a designated carry case. Measures must be taken to prevent unintentional activation of the heating element while on board the aircraft |
| Explosives                 | Fireworks, Gunpowder, Flares/flare guns, Swingless golf club load strips      | No. You can travel with Swingless golf clubs without strips.  |
| Fuel cells containing fuel |   | Checked bags – no. Carry-on bag – yes. Fuel cell cartridges may only contain flammable liquids,   |

Last updated: September 15<sup>th</sup>, 2025

For an explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.



|                                  |  |   |
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| (and spare fuel cell cartridges) |  | corrosive substances, liquefied flammable gas, water reactive substances or hydrogen in metal hydride. Refuelling of fuel cells on board an aircraft is not permitted except that the installation of a spare cartridge is allowed. The maximum quantity of fuel in any fuel cell or fuel cell cartridge must not exceed: For liquids, 200 ml. For solids, 200 grams. For liquefied gases, 120 ml for non-metallic fuel cell cartridges or 200 ml for metal fuel cell or fuel cell cartridges. For hydrogen in metal hydride, the fuel cell or fuel cell cartridges must have a water capacity of 120 ml or less. Each fuel cell and each fuel cell cartridge must conform to IEC 62282-6-100 Ed. 1, including Amendment 1, and must be marked with a manufacturer's certification that it conforms to the specification. In addition, each fuel cell cartridge must be marked with the maximum quantity and type of fuel in the cartridge. No more than two spare fuel cell cartridges may be carried by a passenger. Fuel cell cartridges containing hydrogen in metal hydride must comply with the following requirements of Special Provision A162. Contact BermudAir for details |
| Firearms or ammunition           | Handguns, Rifles, Shotguns, Ammunition | Checked bags - yes. Carry-on bag – no. You can travel with firearms in checked bags only if they are declared to an agent at check-in as part of your baggage   |

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|                             |   | allowance. You can travel with up to 11lbs/5kg small arms ammunition for sporting purposes in your checked bags if it is: Securely packed in the original manufacturers' packaging or in a secure, locked carrier. Packaged in fibre, wood, metal or other lockable packaging specifically designed to carry small amounts of ammunition. You have and present all the documents you need for firearms and ammunition. |
| Flammable liquids or solids | Fuel, Paints, Gas torches (including micro-torches and torch lighters), Flammable glues/epoxies   | No   |
| Gasoline-powered tools      | Gas-powered trimmers/edgers, Chain saws   | Checked bags - yes. Carry-on bag - no. You can only travel with gasoline-powered tools in your checked bags if they are: New or unused; In the original packaging (which must be in good condition)  |
| Household items             | Bleach, Spray starch, Insecticides, Drain cleaners, Solvents, Aerosols, Oven or bathroom cleaners | No   |
| Hoverboards                 | Hoverboards, Balance wheels, Electric small scooters, Intelligent scooters                        | No. We don't allow lithium-ion battery-powered personal transportation devices on board or as carry-on or checked bags.  |
| Lighters and matches        | Matches, Lighters or lighter fluid, Grill lighters, Lighter fluid                                 | Checked bags - no. Carry-on bag – yes, but must be carried on your person, and must not contain any unabsorbed fuel (except for liquified gas). Batteries must comply with the general battery restrictions presented above.   |

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|--|---|--|
| Marijuana                                  | Recreational Marijuana, Medical Marijuana   | No. Although we are aware of various US state laws that allow recreational or medical marijuana possession, the TSA has stated that possession of marijuana, even medical marijuana, is illegal under federal law and that it will refer passengers traveling with marijuana to law enforcement authorities. Accordingly, we do not allow passenger to transport marijuana on our flights. Anyone traveling with or transporting marijuana on our flights does so at their own risk. |
| Mobility devices                           | Mobility aids with spillable batteries  | No. You can travel with mobility devices if: Transported according to our guidelines. A maximum of 1 spare battery per passenger may be carried (if non-spillable wet battery)   |
| Personal care items                        | Aerosol deodorant or hair spray, Insect repellent, Perfume or cologne containing alcohol, Nail polish or nail polish remover, large bottles of acetone such as liquid nails | Yes. You can travel with personal care items in your carry-on bag if they are: Travel-size (3.4 ounce containers or smaller) In a clear, plastic, one-quart zip-top bag. You can travel with personal care items in your checked bags if: You have no more than 70 ounces in total. Each container has no more than 16 fluid ounces. Release valves on aerosols must be protected by a cap or other suitable means to prevent inadvertent release of the contents.                   |
| Pressurized containers / compressed gasses | Spray cans, Butane, Fuel, Propane tanks, CO2 cartridges, Self-inflating rafts, Recreational oxygen  | No   |

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*For an explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.*

|                              |   |   |
|------------------------------|---|---|
| Recreational / full-body PPE | Personal face / full-body pod.<br>Personal face / full-body tent,<br>Stadium tent           | Checked bags – yes. Carry-on bag – yes. You can travel with these items in your bag, but they may not be used on board or in flight. If space is limited and the item doesn't fit in the cabin, it may need to be checked.  |
|                              | Portable electronic air freshener / purifier, Ozone generator                               | Checked bags – no. Carry-on bag – yes. Since some devices use lithium-ion batteries, you cannot travel with them in your checked bags. You can travel with them in your carry-on, but you're not allowed to use them on board any flight. Release valves on aerosols must be protected by a cap or other suitable means to prevent inadvertent release of the contents. |
|                              | Samsung Galaxy Note 7   | No. Includes recalled and replacement devices. Banned by the US DOT due to safety concerns related to its lithium-ion battery being prone to overheating and catching fire.   |
| Self-heating meals           | Flameless meal products such as Heater, Meals, Meals Ready-To-Eat (MREs)                    | No  |
| Self-inflating life jackets  | Self-inflating life jackets with no more than 2 small CO2 cartridges for inflation purposes | Checked bags - yes. Carry-on bag - yes. You can only travel with one life jacket in your checked bag, but it may be confiscated by the TSA.   |
| Scissors and tools           | Metal scissors, Screwdrivers, Wrenches, Pliers  | Yes but with restrictions. You can travel with such items as carry-on if their measurements are:<br>Cutting edge of up to 4-inches;<br>metal scissors up to 7-inches;<br>tools such as screwdrivers, wrenches and pliers.   |

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For an explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

|                              |  |   |
|------------------------------|--|---|
|                              | Crowbars, Drills, Hammers, Saws  | Checked bags - yes. Carry-on bag - no   |
| Smart bags                   | Checked or carry-on bags with built-in charging devices                        | Yes, but with restrictions. You can travel with these bags as a carry-on if the battery is removed. If the bag needs to be checked or valeted you must remove the battery and carry it with you. Bags with non-removable batteries won't be accepted. |
| Stun guns / shocking devices | TASER devices, Stun guns, Electro-shock weapons (conducted electrical weapons) | These items are illegal in Bermuda and must not be carried on BermudAir aircraft. Passengers arriving in Bermuda carrying these items may be subject to criminal prosecution and likely confiscation of the items by Bermuda Customs.                 |

#### L. Right to Refuse Carriage of Baggage

1. The carrier will refuse to carry as checked baggage any bag that the carrier has discovered to contain any unacceptable item mentioned in (G) 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. Unless advance arrangements have been made with the carrier, the carrier may carry on later flights baggage which is in excess of the free baggage allowance.
3. The carrier will refuse to carry checked baggage if it determines that the baggage has not been properly and securely packed in suitable suitcases or containers.

#### M. Right of Search

1. The carrier may request the passenger to permit a search to be conducted of their person and baggage. The carrier may search baggage in the passenger's absence. The purpose of any search is to ensure aircraft and passenger safety, security and to determine whether the passenger is in possession of, or the baggage contains, items mentioned in (G) above or any arms or ammunition which have 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 their baggage.



## **RULE 56: ACCEPTANCE OF MUSICAL INSTRUMENTS AS BAGGAGE**

### **A. Applicability**

1. This Rule applies to all passengers travelling with musical instruments irrespective of the type of fare on which they are travelling or have purchased.
2. In case of damage, loss or delay of musical instruments, the limits of liability for baggage as found in Rule 120, Liability – domestic transportation and Rule 121, Liability – international transportation in keeping with the applicable Convention will apply.

### **B. Small Musical Instruments as Carry-On Baggage**

1. The carrier will permit a passenger to bring on-board the aircraft cabin a small musical instrument, such as a violin or flute, as part of passenger's carry-on baggage allowance according to the number and size dimensions set out in Rule 55, Baggage acceptance, if:
  - a) the instrument can be stowed safely in a suitable baggage compartment in the aircraft cabin or under the passenger seat, in accordance with the carrier's requirements for carriage of carry-on baggage; and,
  - b) there is space for such stowage at the time the passenger boards the aircraft.

### **C. Musical Instruments as Carry-On Baggage (Cabin Seat Baggage)**

1. The carrier will permit a passenger to bring on-board the aircraft cabin, and be transported as cabin seat baggage, a musical instrument if:
  - a) the instrument is contained in a case or covered so as to avoid injury to other passengers;
  - b) the weight of the instrument, including the case or covering, does not exceed 40 kilograms (88 pounds) or the applicable weight restrictions for the aircraft;
  - c) the instrument can be stowed safely and securely in accordance with the carrier's requirements;
  - d) neither the instrument nor the case contains any object not otherwise permitted to be carried in an aircraft cabin; and,

- e) the passenger wishing to carry the instrument in the aircraft cabin has purchased an additional seat to accommodate the instrument.

- 2. Musical instruments too large for the cabin may be carried as checked baggage. (See (E) below)

D. Carrier Unable to Carry Musical Instruments in Cabin Due to Substitution Of Aircraft

- 1. If, due to substitution of aircraft, there is insufficient space to safely stow the musical instrument in the cabin, the carrier will offer, at no additional charge:
  - a) to carry the instrument as cabin seat baggage, if space on-board and the nature of the instrument allows it; or alternatively
  - b) to accept the instrument as checked baggage
- 2. If neither (1)(a) nor (b) are satisfactory, the carrier will offer the passenger rerouting options, at no additional charge, and if no rerouting options are satisfactory, the carrier will involuntarily refund the passenger pursuant to Rule 125(B).

E. Musical Instruments as Checked Baggage

- 1. The carrier will permit a passenger to transport as checked baggage a musical instrument that cannot be carried in the aircraft cabin if;
  - a) the sum of the length, width, and height measured in centimetres of the outside linear dimensions of the instrument (including the case) does not exceed 158 centimetres (62 inches) or the applicable size restrictions established for the aircraft;
  - b) the weight of the instrument (including the case) does not exceed 40 kilograms (88 pounds) or the applicable weight restrictions established for the aircraft;
  - c) the instrument can be stowed safely and securely in accordance with the carrier's requirements; and
  - d) the passenger has paid the applicable checked baggage fee.
- 2. A passenger has the option of checking suitable musical instruments if all applicable fees are paid.



3. Musical instruments carried as 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. This will also include cases of substitution of aircraft. In case of baggage delay, the carrier will take necessary steps to inform the passenger of the status of the baggage and arrange to deliver the musical instrument to the passenger as soon as possible unless applicable laws require the presence of the passenger for customs clearance.
4. Delicate musical instruments are not suitable for carriage as checked baggage. Passengers should contact the carrier or review its Web site for more information about which musical instruments are not suitable for carriage.
5. The passenger may make a special declaration that their checked musical instrument has a higher value than the carrier's maximum liability. If the passenger does so, then the passenger must make this declaration to the carrier at the time of check-in and, if required by the carrier, shall, as per Rule 55(F), Excess value declaration charge, pay the supplementary charge to allow for additional liability coverage in the case of destruction, loss, damage or delay of their musical instrument.

F. Fees

1. Musical instruments will be considered as part of the passenger's baggage allowance, carriage of which may be dependent on the fare purchased.

## **PART III – AT THE AIRPORT/DURING TRAVEL**

### **RULE 60: ACCEPTANCE OF CHILDREN FOR TRAVEL**

#### **A. General**

1. Infants and children under 15 years of age, accompanied in the same cabin by a passenger 18 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**

3. Infants under two years of age on the date of travel do not require a seat, except that if an adult is travelling with two infants under the age of two years, one infant must sit on the accompanying adult's lap and the other infant must occupy a separate seat and be seated in a suitable and approved child car seat/restraint device described below next to the accompanying person. The second seat must be purchased by the accompanying adult. For safety and operational reasons, certain seats are not available to be purchased for an infant and only one infant per seating row may be booked to sit on an accompanying adult's lap..
4. For travel within Canada or between Canada and the U.S.A., infants under two years of age do not require a ticket.
5. For travel other than within Canada or between Canada and the United States infants under two years of age require a ticket.
6. Only one infant under the age of two years may be held in the lap of an accompanying passenger 18 years of age or older.
7. An infant under two years of age at the time of departure but reaching their second birthday during the continuing/return flight(s) will require a seat and must pay the applicable fare for the continuing/return flight(s).
8. Infants under two years of age occupying a seat must be properly secured in a Transport Canada or United States Federal Aviation Administration (FAA) approved child restraint device.

**Children**

9. All children, two years of age or older, must be ticketed and assigned a seat.
10. All children, 15 years of age or older, will be able to travel unaccompanied without supervision and will be considered to be an adult for fare purposes. Bookings for Young Persons must be made exclusively through the Customer Call Centre. In the event of flight disruptions, the parent or legal guardian of the Young Person will be held responsible for making any necessary arrangements beyond the scope of the airline.

**B. Acceptance of infants and children**

| Age                           | Accepted | Conditions  |
|-------------------------------|----------|---|
| 14 days to 23 months (infant) | Yes      | <p>Fares for infants will be 10 per cent of the applicable adult fare. An infant must be held on the lap by an accompanying adult passenger. If a second infant is accompanied by the same adult, the infant must occupy a seat at the applicable child's fare.</p> <p>If it is desired that the infant secure a seat (or if a second infant is accompanied by the same adult), a ticket must be purchased for that infant at the applicable child's fare (90% of the applicable adult fare). An infant for whom a seat is purchased must be properly secured in an approved child restraint device and will be assessed the applicable fare.</p> |
| 2 to 12 years old (child)     | Yes      | <p>These passengers are considered to be a child for the purpose of air travel and will pay the applicable child's fare if available, when accompanied by a ticketed passenger 18 years of age or older for the entire trip.</p> <p>These passengers must be supervised by a passenger of 18 years or older. BermudAir does not carry unaccompanied minors. (See Rule 65, Unaccompanied minors)</p> <p>The use of an approved child restraint device is optional for children age two and up.</p>   |

|                    |     |   |
|--------------------|-----|---|
| 13 to 14 years old | Yes | <p>These passengers are considered to be a child for the purpose of air travel but will pay the applicable adult's fare.</p> <p>These passengers must be supervised by a passenger of 18 years or older. BermudAir does not carry unaccompanied minors. (See Rule 65, Unaccompanied minors)</p> |
| 15 years and older | Yes | <p>These passengers are considered to be adults for the purpose of air travel and will pay the applicable adult fare.</p> <p>These passengers are eligible to travel unaccompanied and unsupervised.</p>  |

### C. Documentation

All children who are passengers, whether traveling accompanied by a parent, guardian, or tutor or unaccompanied, must be in possession of the required documentation which is applicable to the points which they will be flying to, from and between.

1. For travel within Canada, passengers under 18 years of age must carry identification such as a passport, an original birth certificate or a non-government ID, e.g. student card.
2. For travel between Canada and the United States, passengers under 18 years of age require a valid passport or a Nexus card.
3. For all international transportation, in addition to the above, the carrier may require presentation of the following documents when children are travelling by air:
  - a) Passport;
  - b) Documents establishing legal custody;
  - c) Consent letter authorizing travel (e.g. when child is taking a trip alone or with only one parent);
  - d) Supporting identification, such as a birth certificate or citizenship card;

- e) Other legal documents, such as divorce papers, custody court orders or a death certificate (if one parent is deceased);
- f) Any other documentation required for entry into or travel via the countries on their itinerary. Passengers should verify with the nearest embassy or consulate of each country to be visited about additional entry requirements and check for other laws and regulations affecting children.

## **RULE 65: UNACCOMPANIED MINORS**

### **A. General**

1. For purposes of this Rule, “guardian” is any person having responsibility over the welfare of a "minor".
2. The carrier does not offer an unaccompanied minor service (UM service) and does not carry unaccompanied minors.

### **B. Age Restrictions**

1. Minors less than 15 years of age must always be accompanied by their parent or a person who is at least 18 years old when travelling.

**RULE 70: CARRIAGE OF PERSONS WITH DISABILITIES – SMALL CARRIER NON-ATPDR OPERATING AIRCRAFT WITH 30 OR MORE PASSENGER SEATS**

A. Application

1. This rule applies to the transportation of persons with disabilities by BermudAir, which is a Small Carrier Non-ATPDR, that operates aircraft with 30 or more seats on its international transportation services.
2. Pursuant to Rule 5(A)(1), Application of tariff, this rule applies to the transportation of all persons with disabilities on all flights marketed and operated by BermudAir, and in respect to all flights marketed by BermudAir.

B. Acceptance for Carriage

1. The carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance, unless doing so would impose undue hardship on the carrier, for example if it would jeopardize security, public health or public safety.
2. The carrier will make every effort to accommodate any qualified individual with a disability and will not refuse to transport any such individual solely based upon their disability, except for valid safety and other reasons, as required by Government Laws or unless the transportation of the person would impose an undue hardship on the carrier, such as by jeopardizing security, public health or public safety.
3. If the carrier refuses to transport a person with a disability for reasons related to their disability, it will, at the time of the refusal, inform the person of the reasons for the refusal. In addition, within 10 days of the refusal, the carrier will provide the person with a written notice setting out the reasons for the refusal including:
  - a. the evidence of undue hardship, such as a medical report, an expert opinion, or an engineering report that demonstrates that the risk is significant enough that it would be unreasonable to waive or modify a requirement;
  - b. any relevant rule, policy, procedure or regulation; and,
  - c. the duration of the refusal and the conditions, if any, under which the carrier would accept the person for transport.

- C. Bermudair Limited may refuse to transport a passenger with a disability whose carriage presents a direct threat to safety, consistent with applicable laws governing non-discrimination in air transportation. In the event of a refusal to transport a passenger with a disability, Bermudair Limited will provide a written explanation of the reasons of

the denial, and Bermudair Limited liability will be limited to the refund value of the unused portion of the passenger's ticket.

D. Reservations- Information about Services and Seating Assignments

1. If a person with a disability identifies the nature of their disability when making a reservation with a carrier, the carrier will:
  - a. discuss with the person their needs in relation to their disability and the services offered by the carrier in relation to those needs;
  - b. before assigning a passenger seat to a person with a disability, inform the person of the passenger seats that are available in the class of service that the person has requested and that have equipment and facilities that best meet the accessibility needs of that person, such as a wheelchair-accessible washroom or a passenger seat that has additional leg room, a larger seat pitch or movable armrests;
  - c. in assigning a passenger seat to a person with a disability, take into account the person's opinion with respect to which seats would best meet the accessibility needs of that person; and
  - d. where a person is travelling with a support person, ensure that the person and the support person are seated together.
2. The carrier will advise the person if information and/or documents are required to permit the carrier to assess any request for service, as per (F)(3) below. The carrier will also advise the person that the information and/or documents must be filed within 48 hours and that the assessment of the request may take up to 2 business days after receipt of the information and/or documents.

E. Confirmation of Services and Communication of Information

1. The carrier will indicate in the record of a person's travel reservation the services that the carrier will provide to the person.
2. The carrier will provide a written confirmation of the services that it will provide to the person.
3. The carrier will ensure that any announcements made to passengers concerning stops, delays, schedule changes, connections, and on-board services and the claiming of baggage is in visual, verbal and/or written format.

F. Services for which no advance notice is required



1. The services identified in (3) below will be provided at no additional fare or charge.
2. The carrier will not require a person with a disability to file information and/or documents, including a medical certificate, to support any request for services identified in (3) below.
3. Upon request, the carrier will:
  - a) Assist the person with checking in at the check-in counter;
  - b) Permit the person to advance to the front of the line at a check-in counter or ticket counter;
  - c) If the person is in a wheelchair, a boarding chair or any other device in which they are not independently mobile while waiting at a terminal for departure after check-in or in order to transfer to another segment of their trip, provide the person with a place to wait that is close to personnel who are available to provide assistance to the person and who will periodically inquire about the person's needs, and attend to those needs;
  - d) Assist the person in storing and retrieving their carry-on baggage;
  - e) In the case of a person who is blind or has any other visual impairment,
    - A. describe to the person, before departure or, if impossible because of time constraints, after departure, the layout of the aircraft, including the location of washrooms and exits, and the location and operation of any operating controls at the person's passenger seat;
    - B. describe to the person, if a meal is offered on-board, all the food and beverages that are offered for consumption or provide a menu in large print or in Braille;
  - f) Assist the person in accessing any entertainment content that is offered on-board an aircraft;
  - g) Before departure, provide the person with an individualized safety briefing and demonstration;

- h) Assist the person in moving between their passenger seat and a washroom, including by assisting them in transferring between their passenger seat and an on-board wheelchair;
- i) Permit a person to use the washroom that has the most amount of space, regardless of where the washroom is located in any part of the aircraft, if the person needs an on-board wheelchair or the assistance of a support person or service dog to use a washroom;
- j) If a meal is served on-board to the person, assist the person with the meal by opening packages, identifying food items and their location and cutting large food portions; and
- k) If a person is unable to use the call button to request assistance, periodically inquire about the person's needs.

G. Services for which Advance Notice is Required

- H. In certain situations, the carrier requires that a passenger notify our reservations department not later than seventy-two (72) hours prior to the flight, and that the passenger check in at the carrier's ticket counter not later than two hours prior to the minimum check in time for the flight. It is required to be confirmed by Bermudair Limited reservation center whether the device the passenger is planning to use is on the list of current approved devices or not. Following are some examples of situations that require this advance notice:
- a. When a passenger is traveling in a stretcher or with an incubator. Accommodations for a passenger who must travel on a stretcher if such service is available on the flight. In addition, if Bermudair Limited determines that an attendant is essential for the safety of a person traveling on a stretcher, the attendant for such person must be capable of attending to the passenger's in-flight medical needs and be provided at the passenger's expense.
  - b. When a passenger is bringing on board a respirator, ventilator, CPAP machine, or portable oxygen concentrator for use during the flight.
  - c. When a passenger is traveling as part of a group with five or more guests with disabilities.
  - l. If hazardous materials packaging for the passengers' batteries or other assistive devices is required.
  - d. Transporting a passenger's electric wheelchair on any aircraft operated by Bermudair Limited.

- e. If the passenger has both a severe vision and hearing impairment.
  - f. If the passenger requires medical oxygen for use on board the aircraft if this service is available on the flight
2. The services identified in (4) below will be provided at no additional fare or charge.

**Every Reasonable Effort**

3. In all instances, the carrier will make every reasonable effort to provide a service requested by a person with a disability even if the person does not comply with any requirement in this section, to provide advance notice or to provide information and/or documents to permit the carrier to assess the request.

**Services – 72 hours Advance Notice**

4. Subject to the carrier's requirement for the person with a disability to provide information and/or documents, the carrier will provide the following services if requested by a person with a disability at least 72 hours prior to the scheduled time of departure of the person's flight:
- a. Assist the person with registration at the check-in counter;
  - b. Assist the person in proceeding to the boarding area;
  - c. Assist the person in boarding and deplaning;
  - d. Periodically inquire about the needs of the person who is in a wheelchair, is not independently mobile and is waiting to board an aircraft, and attend to those needs;
  - e. Allow the person, upon request, to board the aircraft in advance of other passengers, where time permits and where a person with a disability requests assistance in boarding or seating or in stowing carry-on baggage;
  - f. Assist the person in stowing and retrieving carry-on baggage and retrieving checked baggage;
  - g. provide, up to the time of departure of the aircraft, to individual persons with disabilities and their support person a briefing on emergency procedures and the layout of the cabin;
  - h. Assist the person in moving to and from an aircraft lavatory;
  - i. Assist the person in proceeding to the general public area or, in some cases, to a representative of another carrier;
  - j. Transfer the person between the person's own mobility aid and a mobility aid provided by the carrier;

- k. Transfer the person between a mobility aid and the person's passenger seat;
- l. Serve the person special meals, where available, and provide limited assistance with meals, such as opening packages, identifying items and cutting large food portions;
- m. Periodically inquire with the person during a flight about a person's needs and attend to those needs where the services are usually provided by the carrier or required to be provided under this provision;

**Services – Information and/or Documents Required to be Filed with the Carrier**

- 5. The carrier may require the person to file any information and/or documents, including a medical certificate, that are reasonably necessary to permit the carrier to assess the person's request for a service noted below:
  - a. Not applicable

**J. Acceptance of Mobility Aids and Other Assistive Devices**

- 1. The carrier will accept for carriage, free of charge, in addition to the regular baggage allowance, and as priority baggage, mobility aids and any other assistive devices, subject to any safety or security restrictions that would prevent such a device from being transported.
- 2. Where a mobility aid is accepted for carriage, the carrier will:
  - a. disassemble and package, where necessary, the aid for transportation and unpackage and reassemble the aid upon arrival; and
  - b. return the aid promptly upon arrival.
- 3. Where the carrier operates aircraft with less than 60 seats, it will refuse to transport an electric wheelchair, scooter or manually operated rigid-frame wheelchair where aircraft design does not permit the carriage of the aid, for example, if the weight or size of the mobility aid exceeds the capacity of lifts or ramps, or the doors to baggage compartments are too small for the mobility aid, or transportation of the mobility aid would jeopardize aircraft airworthiness.

**Note:** Information regarding maximum weight and dimensions of mobility aids that each make and model of our aircraft is capable of transporting can be found at <https://www.flybermudair.com/legal/conditions-of-carriage>.

4. Where a carrier refuses to transport a mobility aid for any of the reasons above, the carrier will:
  - a. inform the person of the reason for refusal at the time of refusal; and,
  - b. advise the person of alternate transportation arrangements that the person may make to transport the aid, or of alternative trips for the person to travel with the aid.
5. Where space permits, the carrier will store a person's manual folding wheelchair in the passenger cabin during the flight.
6. Where space permits, the carrier will permit a person with a disability to retain in the person's custody any of the following small assistive devices that the person needs during travel:
  - a. a walker, a cane, crutches or braces;
  - b. any device that assists the person to communicate; and
  - c. any prosthesis or medical device such as a portable oxygen concentrator.

**Note:** For provisions related to limitations of liability regarding loss of, damage to, or delay in delivering mobility aids, refer to Rule 120(B)(5), Liability - Domestic Transportation, Mobility aids or Rule 121(B)(5), Liability – International Transportation, Mobility aids.

K. Acceptance of Service Animals

1. The carrier may accept for transportation, without charge, a service animal required to assist a person with a disability provided that the animal is properly harnessed, is certified in writing as having been trained by a professional service animal institution. On some services, the carrier may decide not to carry animals and/or to limit the number of animals permitted per flight. If the carrier agrees to carry your animals, they will be carried subject to the following conditions.
  - a. Small dogs and cats, with required documentation, will be permitted in the cabin in an approved carrier taking up no more space than a permitted carry-on bag: 11" long x 11" wide x 18" high (27 x 27 x 45cm). Carriers must be able to fit underneath the seat in front.
  - b. Trained service dogs, with the required documentation, will be permitted in the cabin in the space in front of their owner. An animal that engages in disruptive behaviour (e.g. barking, snarling, running around the cabin, and/or jumping onto other passengers or cabin crew etc. without being provoked) will not be accepted as a service animal.

- c. Certain dog and cat breeds are more susceptible to problems while travelling. If your pet is one of these, you can travel with it on-board, but it must meet the conditions for carriage in the cabin and we cannot accept liability for stress, illness, injury or death as a consequence of flying with us. Affected breeds are as follows:
    - a. **Dogs:** Affenpinscher, Boston Terrier, Boxer (all breeds), Brussels Griffon, Bulldog (all breeds), Bull Mastiff, Canary Prey dog, Cane Corso, Cavalier Spaniel, Chihuahua, Chow Chow, Dogue de Bordeaux, English Toy Spaniel, Japanese Chin, Japanese Spaniel, King Charles Spaniel, Lhasa Apso, Maltese, Mastiff, Miniature Pinscher, Pekingese, Pit Bull, Pug, Saint Bernard, Shar Pei, Shih Tzu, Tibetan Spaniel, Yorkshire Terrier.
    - b. **Cats:** Burmese, Exotic Shorthair, Himalayan, Persian.
  - d. You must make sure that all animals travelling in the cabin are put in approved, proper, adequate and secure, leakproof containers which provide reasonable space for your animal to ensure its welfare during the journey. If you fail to do this, we may decide not to carry the animals.
  - e. You must present to us all health and vaccination certificates, entry permits, transit permits, exit permits and other documents needed for the animals. If you fail to do this, we may decide not to carry the animals.
  - f. The animal must be at least 12 weeks of age.
  - g. The carrier will not be responsible for their loss, sickness, injury or death unless the carrier has been negligent.
  - h. The carrier is not liable for any loss suffered because you do not have the health and vaccination certificates, entry permits, transit permits, exit permits and other documents needed for your animals. You must repay to the carrier any fines, costs, charges, losses or liabilities it has paid or suffered because you did not have these documents.
  - i. Right of Refusal. We reserve the right, at our absolute discretion, to refuse to carry any animals. All carriage is in accordance with the conditions of carriage detailed in the current edition of the IATA Live Animals Regulations.
2. The carrier will permit the service animal to accompany the person with a disability on-board the aircraft and to remain on the floor at the person's passenger seat.

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.

3. The carrier will assign a seat to the person which provides sufficient space for the person and the service animal. Where there is insufficient floor space in the seat row of the person's passenger seat, the carrier will permit the service animal to remain on the floor in an area where the person can still exercise control over the animal.
4. The person is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through, in respect to the service animal. In particular, the person is responsible for obtaining valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit of any service animal that is to accompany the person.
5. The carrier may refuse to transport a service animal if the person with a disability fails to have in their possession documentation at the time of check-in which demonstrates that the animal has all the necessary valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit. For more information see Rule 105, Refusal to Transport.
6. When travel involves more than one carrier, it is the responsibility of the person to 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 of and has agreed to carry the service animal on its own aircraft.

**Note:** For provisions related to limitations of liability regarding service animals, refer to Rule 120(B)(7), Liability- Domestic Transportation, Service animals or Rule 121(B)(10), Liability – International Transportation, Service animals.

#### L. Acceptance of Emotional Support Animals

1. BermudAir does not accept or carry emotional support animals or other service animals.

#### M. Other Services for Persons with Disabilities

1. Not applicable.

## **RULE 75: ACCEPTANCE OF ANIMALS (PETS AND SEARCH AND RESCUE DOGS)**

### **A. Application**

1. The carrier will agree to carry animals subject to the following provisions:

### **B. General**

1. Advance arrangements must be made with the carrier before any animal will be accepted for carriage.
2. 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. The carrier is not liable to you for any loss you suffer because you do not have the health and vaccination certificates, entry permits, transit permits, exit permits and other documents needed for your animals. You must repay to the carrier any fines, costs, charges, losses or liabilities the carrier has paid or suffered because you did not have these documents.
3. 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 of and has agreed to carry the animal on its own aircraft.

### **C. Search and Rescue Dogs**

1. Search and rescue dogs which are properly harnessed will be permitted in the passenger cabin of the aircraft. The animal must remain on the floor at the handler's seat.
2. The carrier will accept a search and rescue dog for transportation without charge.
3. The carrier, in consultation with the search and rescue dog's handler, will determine where the handler will be seated to ensure that adequate space is provided to the handler and the dog.



4. An animal that engages in disruptive behaviour (e.g. barking, snarling, running around the cabin, and/or jumping onto other passengers or cabin crew etc. without being provoked) will not be accepted as a service animal

D. Pets

1. The provisions in this section are not applicable to service dogs, other service animals, emotional support animals and search and rescue animals. (No emotional support animals are accepted on board).
2. The carrier may accept for carriage animals as pets such as domestic dogs, cats, rabbits, and birds, as either checked or carry-on baggage, provided the animal(s) is/are accompanied by a passenger, in compliance with the IATA Live Animal Regulations. On some services the Carrier may decide not to carry animals and/or to limit the number of animals permitted per flight. If the Carrier agrees to carry your animals, they will be carried them subject to the following conditions.
3. Animals must be contained in a clean, leak/escape proof cage or container/kennel with adequate space for the comfort of the animal. The cage or container/kennel must be approved by the carrier.
4. Certain dog and cat breeds are more susceptible to problems while travelling. If your pet is one of these, you can travel with it on-board, but it must meet the conditions for carriage in the cabin and we cannot accept liability for stress, illness, injury or death as a consequence of flying with us.

Affected breeds are as follows:

**Dogs:** Affenpinscher, Boston Terrier, Boxer (all breeds), Brussels Griffon, Bulldog (all breeds), Bull Mastiff, Canary Prey dog, Cane Corso, Cavalier Spaniel, Chihuahua, Chow Chow, Dogue de Bordeaux, English Toy Spaniel, Japanese Chin, Japanese Spaniel, King Charles Spaniel, Lhasa Apso, Maltese, Mastiff, Miniature Pinscher, Pekingese, Pit Bull, Pug, Saint Bernard, Shar Pei, Shih Tzu, Tibetan Spaniel, Yorkshire Terrier.

**Cats:** Burmese, Exotic Shorthair, Himalayan, Persian.

5. For international travel, pets must meet a minimum age of 43 weeks, which translates to approximately 10 months. Specific age requirements may vary depending on whether you are traveling to Bermuda, Canada or the USA. In

Bermuda, the minimum age is 10 months, while in the USA, it's 6 months. Please ensure all pets have met their vaccination requirements for travel to the US, Canada or Bermuda. Consulting with a veterinarian is highly advised.

6. The carrier will not be responsible for the animal's loss, sickness, injury or death unless the carrier has been negligent.
7. Right of Refusal. The carrier reserves the right, at the carrier's absolute discretion, to refuse to carry any animals. All carriage is in accordance with the conditions of carriage detailed in the current edition of the IATA Live Animals Regulations.
8. Animals As Checked Baggage:
  - a) The number of animals carried is limited by aircraft type.
  - b) Due to climatic conditions, animals will not be accepted during certain periods of the year. These black-out periods will be posted on the carrier's Web site or may be ascertained by contacting the carrier.
  - c) The maximum size for the container/kennel must not exceed 35" long x 24" wide x 25" high (91 x 61 x 66cm).
  - d) The maximum allowable weight for both the animal and container/kennel must not exceed 50 kg/100 lbs.
  - e) If the container/kennel exceeds the maximum size and/or maximum weight mentioned in (c) and (d) above, the passenger must make arrangements with the carrier's cargo department.
  - f) For domestic and international transportation, pursuant to the provision of the applicable convention, once an animal is accepted for carriage as checked baggage, the carrier is liable in the event of damages arising from loss, damage and delay of an animal as specified in Rule 120, Liability – Domestic Transportation and Rule 121, Liability – International Transportation.
  - g) Charges: The charge for transportation of the animal, (other than a service animal or search and rescue animal) and container/kennel as checked baggage will be as follows:

**Charge of Transportation of Animal and Container/Kennel**

| From              | To                | Charge |
|-------------------|-------------------|--------|
| US/Canada/Bermuda | US/Canada/Bermuda | USD400 |

9. Pets in the Cabin:
- a) Only 2 animal(s) per passenger may be accepted for carriage in the passenger cabin.
  - b) The number of animals carried in the passenger cabin is limited to 4 animals per flight.
  - c) The maximum size permitted for the in-cabin animal container/kennel must not exceed 18" long x 11" wide x 11" high (45 x 27 x 27cm). Containers must be able to fit underneath the seat in front.
  - d) In determining the animals to be carried in the passenger cabin to remain under the limit per flight, priority will be given to service dogs, other service animals, and emotional support animals.
  - e) The in-cabin container/kennel must be stored under the seat directly in front of the passenger.
  - f) The in-cabin animal and container/kennel may be carried as part of the passenger's unchecked (carry-on) baggage allowance according to the number and size dimensions set out in Rule 55, Baggage acceptance.
  - g) The animal must remain in the container/kennel for the entire duration of the journey.
  - h) If the container/kennel exceeds the maximum size and/or maximum weight mentioned in (c) and (d) above, passengers will require to tender the animal as checked baggage.
  - i) The carrier may require a passenger with an in-cabin animal to change seats after boarding to accommodate other passengers. The carrier will reimburse seat selection fees or other additional charges related to class of service differences.

- j) **Charges:** The charge for transportation of an animal (except for Service Animals) and container/kennel in the passenger cabin will be as follows:

**Charge of Transportation of Animal and Container/Kennel**

| From              | To                | Charge              |
|-------------------|-------------------|---------------------|
| US/Canada/Bermuda | US/Canada/Bermuda | US\$95 / CA\$128.25 |

## **RULE 80: ADMINISTRATIVE FORMALITIES – TRAVEL DOCUMENTS, CUSTOMS AND SECURITY**

### **A. General**

1. The passenger is responsible for obtaining all required travel documents (passports, visas, tourist cards, health certificates, or other appropriate and necessary identification) including those of any children that are accompanied by the passenger.
2. The passenger is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through and also for complying with the instructions of the carriers concerned.

### **B. Travel Documents**

1. Prior to travel, the passenger must be prepared to submit for inspection to the carrier all travel documents required by the countries concerned.
2. The carrier will have the right to make and retain copies of the travel documents presented by the passenger.
3. As described in Rule 105, Refusal to transport, the carrier reserves the right to refuse transportation to any passenger who fails to present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries where travel is intended or whose travel documents do not appear to be in order.
4. For international transportation including domestic segments on a passenger's itinerary, the carrier relies upon the information contained in Timatic which may be accessed at <https://www.iata.org/en/services/compliance/timatic/web/>, in order to determine whether a passenger is in possession of the travel documentation required for themselves or any animal to enter a particular country or to travel via certain countries based on their confirmed itinerary.
5. Passengers are strongly encouraged to confirm any necessary legal requirements for entry into or travel via the countries on their itinerary prior to their flights and to have proof of their compliance with such regulations, including being in possession of the relevant travel documents, in advance of check-in.

6. The carrier will not provide passengers with information on the travel document requirements, including visa, passport, and health requirements, for entry into, exit from, or travel via the countries on their itinerary.

C. Customs and Security Matters

1. Customs and immigration officials of the various countries travelled to and via by the passenger and any animal being transported with the passenger, will have the final decision with respect to entry of passengers, or animals, and these decisions could be different than those of the carrier when it accepted the passenger or animal for transportation at the outset of their itinerary.

## **RULE 85: GROUND TRANSFER SERVICES**

### **A. General**

1. This Rule is not applicable to transportation provided by means of bus or train for which the ticket was issued in conjunction with air transportation and where travel on those other modes of transportation are part of the contract of carriage issued by the carrier.
2. The carrier does not maintain, operate or provide ground transfer services between airports or between airports and city centres.
3. Any ground transfer service is performed by independent operators who are not and shall not be deemed to be, agents or servants of the carrier.

## **RULE 90: DELAY OR CANCELLATION – OUTSIDE THE CARRIER’S CONTROL**

### **A. Applicability**

1. This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.
2. This Rule applies in respect of a carrier when there is a delay or cancellation due to situations outside the carrier’s control. See Rule 90(C) for situations that are outside a carrier's control.
3. Where BermudAir, a Small Carrier APPR, carries a passenger on behalf of a Large Carrier APPR under a commercial agreement with that carrier, it has the same obligations as a Large Carrier APPR towards that passenger that it carries.

### **B. General**

1. The carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
2. Personalized documents, such as a ticket/itinerary issued by the carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the carrier and the passenger.
3. A delay or cancellation that is directly attributable to an earlier delay or cancellation that is due to situations outside the carrier’s control, is considered to also be due to situations outside that carrier’s control if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
4. The passenger who attempts to check-in after the carrier’s check-in deadline or presents themselves at the boarding area after the carrier’s boarding time deadline as specified under Rule 40(E), Check-in time limits, will not receive consideration per Rule 90 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.
5. For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Rule 121(B)(12), Liability – international transportation, passenger delay)



6. For domestic itineraries, irrespective of the treatment that may have been received, a passenger may invoke the provisions of Rule 120(B)(6), Liability – domestic transportation, passenger delay.
7. In the case of delay or cancellation at the airport, the carrier will give priority to assistance to any person with a disability and to unaccompanied minors.

C. Situations Outside the Carrier's Control

1. Situations outside the carrier's control, include, but are not limited to the following:
  - a) war or political instability;
  - b) illegal acts or sabotage;
  - c) meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;
  - d) instructions from air traffic control;
  - e) a NOTAM, (Notice to Airmen), as defined in subsection 101.01(1) of the *Canadian Aviation Regulations*;
  - f) a security threat;
  - g) airport operation issues;
  - h) a medical emergency;
  - i) a collision with wildlife;
  - j) a labour disruption within the carrier or within an essential service provider such as an airport or an air navigation service provider;
  - k) a manufacturing defect in an aircraft that reduces the safety of passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority; and
  - l) an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

D. Communication With Passengers — Delay or Cancellation Outside the Carrier's Control

1. Carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.

E. Alternate Arrangements — Delay or Cancellation Outside the Carrier's Control

1. In case of a delay of three hours or more, if the passenger desires, or a flight cancellation, the carrier will provide alternate travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible:
  - a. a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, and is travelling on any reasonable air route from the same airport to the destination that is indicated on the passenger's original ticket.
2. Where BermudAir, a Small Carrier APPR, carries a passenger on behalf of a Large Carrier APPR under a commercial agreement with that carrier, BermudAir will provide alternate travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible:
  - a) a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 48 hours of the end of the event that caused the delay or cancellation of flight,
  - b) if the carrier cannot provide a confirmed reservation that complies with subparagraph (a) (above),
    - (i) a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from the airport at which the passenger is located, or another airport that is within a reasonable distance of that airport, to the destination that is indicated on the passenger's original ticket, and

- (ii) if the new departure is from an airport other than the one at which the passenger is located, transportation to that other airport.

### **Comparable services**

3. To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including the carrier making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for persons with disabilities.

### **Higher Class of Service**

4. If a higher class of service is booked for the passenger than was originally provided for on the passenger's original ticket, the carrier will not request supplementary payment from the passenger.

### **Refunds**

5. The carrier will pay fare refunds as set out below if the carrier:
- a. cancels a flight;
  - b. makes a significant change to a flight time which is not acceptable to the passenger;
  - c. fails to operate a flight reasonably according to schedule;
  - d. fails to stop at the planned place of destination or stopover;
  - e. refuses to carry the ticketed passenger because a banning notice is in force against that passenger.

If the passenger has not used any part of the ticket, the refund will be equal to the fare and any taxes, fees and charges the passenger has paid.

If the passenger has used part of the ticket, the refund will be equal to at least the difference between the fare and any taxes, fees and charges the passenger has paid and the correct fare taxes, fees and charges for travel between the points for which the passenger has used the ticket.

The carrier may decide to refuse to give a refund if the passenger applies for it after the end of the ticket validity period.

The carrier may decide to refuse to give a refund if, when the passenger arrived in a country, the passenger presented a ticket to us or to government officials as evidence of the passenger's intention to leave that country, unless the passenger can prove to the carrier that:

- the passenger has permission to stay in the country; or
- the passenger will be leaving the country on another airline or on another form of transport.

### **Currency**

The carrier will pay a refund in the same way and in the same currency that was used to pay for the ticket, unless agreed otherwise. For example, if the passenger paid in US dollars by credit card, we will make a refund in US dollars to that same credit card account.

Some fares will be refunded in the form of credit to a passenger's user account for use against a future flight booking.

**The carrier will only give a voluntary fare refund if the carrier or its authorized agents issued the ticket and it or they have authorized the refund.**

**RULE 91: DELAY OR CANCELLATION – WITHIN THE CARRIER’S CONTROL AND WITHIN THE CARRIER’S CONTROL BUT REQUIRED FOR SAFETY PURPOSES**

**A. Applicability**

1. This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.
2. This Rule applies in respect of a carrier when there is delay or cancellation due to a situation that is within the carrier’s control and within the carrier’s control but required for safety purposes. Rule 91(G) is applicable only if the delay or cancellation is within the carrier’s control and is not required for safety purposes.

**B. General**

1. The carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
2. Personalized documents, such as a ticket/itinerary issued by the carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the carrier and the passenger.
3. A delay or cancellation that is directly attributable to an earlier delay or cancellation that is within the carrier’s control but is required for safety purposes, is considered to also be within that carrier’s control but required for safety purposes, if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
4. The passenger who attempts to check-in after the carrier’s check-in deadline or presents themselves at the boarding area after the carrier’s boarding time deadline as specified under Rule 40(E), Check-in time limits, will not receive consideration per Rule 91 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.
5. For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Rule 121(B)(12), Liability – international transportation, passenger delay)

6. For domestic itineraries, irrespective of the treatment that may have been received, a passenger may invoke provisions such as those that are set forth in Domestic Liability – Rule 120(C)(6), Liability – domestic transportation, passenger delay.

C. Communication With Passengers – Delay or Cancellation – Within the Carrier’s Control and Within the Carrier’s Control But Required For Safety Purposes

1. The carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.

D. Alternate Arrangements – Delay or Cancellation – Within the Carrier’s Control and Within the Carrier’s Control But Required For Safety Purposes

1. In case of a delay of three hours or more, if the passenger desires, or a flight cancellation, the carrier will provide the following alternate travel arrangements free of charge to ensure that each passenger completes their itinerary as soon as feasible:
  - a) a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, and is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger’s original ticket.
2. Where BermudAir, a Small Carrier APPR, carries a passenger on behalf of a Large Carrier APPR under a commercial agreement with that carrier, BermudAir will provide alternate travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible:
  - a) a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger’s original ticket and departs within 9 hours of the departure time that is indicated on that original ticket,
  - b) a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger’s original ticket and departs within 48 hours of the departure time that is indicated on that original ticket if the carrier cannot provide a confirmed reservation that complies with subparagraph (a), or

- c) if the carrier cannot provide a confirmed reservation that complies with subparagraph (a) or (b) (above),
  - (i) a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from another airport that is within a reasonable distance of the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and.
  - (ii) if the new departure is from an airport other than one at which the passenger is located, transportation to that other airport.

#### Refund

- 3. If the alternate travel arrangements offered, in accordance with (1) above, do not accommodate the passenger's travel needs, the carrier will
  - a) in the case where the passenger is no longer at the point of origin that is indicated on the ticket and the travel no longer serves a purpose because of the delay or cancellation, refund the ticket, pursuant to Rule 125(B), Involuntary refunds, and provide the passenger with a confirmed reservation that is for a flight to that point of origin which accommodates the passenger's travel needs; and
  - b) in any other case, refund the unused portion of the ticket. The amount of the refund will be calculated pursuant to Rule 125(B), Involuntary refunds.

#### Comparable Services

- 4. To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including the carrier making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for persons with disabilities.

#### Refund of Additional Services

- 5. The carrier will refund the cost of any additional services purchased by a passenger in connection with their original ticket if
  - a) the passenger did not receive those services on the alternate flight; or
  - b) the passenger paid for those services a second time.

Higher Class of Service

6. If the alternate travel arrangements referred to in (1) above provide for a higher class of service than the original ticket, the carrier will not request supplementary payment.

Lower Class of Service

7. If the alternate travel arrangements provide for a lower class of service than the original ticket, the carrier will refund the difference in the cost of the applicable portion of the ticket.

Form of Refund

8. Refunds under this section will be made in conformity with Rule 125(B) Involuntary refunds and must be paid by the method used for the original payment and to the person who purchased the ticket or additional service.

E. Standards Of Treatment – Delay or Cancellation – Within the Carrier’s Control and Within the Carrier's Control but Required For Safety Purposes

1. If the passenger has been informed of the delay or of the cancellation less than 12 hours before the departure time that is indicated on their original ticket and they have waited two hours after the departure time that is indicated on their original ticket, the carrier must provide the passenger with the following treatment free of charge:
  - a) food and drink in reasonable quantities, taking into account the length of the wait, the time of day and the location of the passenger; and
  - b) access to a means of communication.

Accommodations

2. If the passenger has been informed of the delay or of the cancellation less than 12 hours before the departure time that is indicated on their original ticket and if the carrier expects that the passenger will be required to wait overnight for their original flight or for a flight reserved as part of alternate travel arrangements, the carrier must offer, free of charge, hotel or other comparable accommodation that



is reasonable in relation to the location of the passenger, as well as transportation to the hotel or other accommodation and back to the airport.

Refusing or Limiting Treatment

3. The carrier may limit or refuse to provide a standard of treatment referred to in (1), and (2) above if providing that treatment would further delay the passenger.

F. Compensation – Delay or Cancellation – Within the Carrier’s Control and Not Required For Safety Purposes

1. Compensation for inconvenience is only payable when the delay or cancellation is within the carrier's control and is not required for safety purposes.
2. If a passenger is informed 14 days or less before the departure time on their original ticket that the arrival of their flight at the destination that was indicated on their ticket will be delayed, the carrier will provide the minimum compensation for inconvenience as follows:
  - a) US\$200 / CA\$270, in the form of Travel Credit, if the arrival of the passenger’s flight at the destination that is indicated on the original ticket is delayed by two hours or more, but less than four hours.
  - b) US\$250 / CA\$337.50, in the form of Travel Credit, if the arrival of the passenger’s flight at the destination that is indicated on the original ticket is delayed by four hours or more.
3. Where BermudAir, a Small Carrier APPR, carries a passenger on behalf of a Large Carrier APPR under a commercial agreement with that carrier, and a passenger is informed 14 days or less before the departure time on their original ticket that the arrival of their flight at the destination that was indicated on their ticket will be delayed, BermudAir will provide the minimum compensation for inconvenience as follows:
  - a) US\$200 / CA\$270, in the form of Travel Credit, if the arrival of the passenger’s flight at the destination that is indicated on the original ticket is delayed by two hours or more, but less than four hours.

- b) US\$250 / CA\$337.50, in the form of Travel Credit, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by four hours or more.

**Deadline To File Request**

- 4. To receive the minimum compensation referred to in (2) or (3) above, a passenger must file a request for compensation with the carrier before the first anniversary of the day on which the flight delay or flight cancellation occurred.

**Deadline To Respond**

- 5. The carrier will, within 30 days after the day on which it receives the request, provide the compensation or an explanation as to why compensation is not payable.

**Compensation for Inconvenience**

- 6. If the carrier is required by this tariff to provide compensation to a passenger, the carrier will offer it in form of money (i.e., cash, cheque, or bank transfer). However, the compensation may be offered in another form (e.g. vouchers) if:
  - a) compensation in the other form has a greater monetary value than the minimum monetary value of the compensation that is required under the APPR;
  - b) the passenger has been informed in writing of the monetary value of the other form of compensation;
  - c) the other form of compensation does not expire; and
  - d) the passenger confirms in writing that they have been informed of their right to receive monetary compensation and have chosen the other form of compensation.

## **RULE 92: TARMAC DELAY**

### **A. Applicability**

1. This Rule applies to all passengers experiencing a tarmac delay irrespective of the type of fare on which they are travelling or they have purchased.
2. For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Rule 121(B)(12), Liability – international transportation, passenger delay)
3. For domestic itineraries, irrespective of the treatment that they may have received, a passenger may invoke provisions such as those that are set out in Rule 120(C)(6), Liability – domestic transportation, passenger delay.

### **B. General**

1. Passengers who experienced or are experiencing a tarmac delay may, depending on the circumstances, also find relief pursuant to:
  - a) Rule 90, Delay or cancellation - outside the carrier's control, or
  - b) Rule 91, Delay or cancellation - within the carrier's control and within the carrier's control but required for safety purposes.

### **Urgent Medical Assistance**

2. If a passenger requires urgent medical assistance while the flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, the carrier will facilitate access to the medical assistance.

### **Tarmac Delay Obligations – Standards of Treatment**

3. If a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, the carrier will provide passengers with the following treatment, free of charge:

- a) if the aircraft is equipped with lavatories, access to those lavatories in working order;
- b) proper ventilation and cooling or heating of the aircraft;
- c) if it is feasible to communicate with people outside of the aircraft, the means to do so; and
- d) food and drink, in reasonable quantities, taking into account the length of the delay, the time of day and the location of the airport.

**Communications and Information**

- 4. Once it becomes clear that the aircraft will experience a tarmac delay the carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.

**C. Tarmac Delay (Over 3 Hours) Carrier Obligations at An Airport In Canada**

**Passenger disembarkation**

- 1. If a flight is delayed on the tarmac at an airport in Canada, the carrier will provide an opportunity for passengers to disembark:
  - a) three hours after the aircraft doors have been closed for take-off; and
  - b) three hours after the flight has landed, or at any earlier time if it is feasible.
- 2. Exception: Carrier is not required to provide an opportunity for passengers to disembark in accordance with (1) (above) if:
  - a) it is likely that take-off will occur less than three hours and 45 minutes after the doors of the aircraft are closed for take-off or after the flight has landed, and,
  - b) the carrier is able to continue to provide the standards of treatment referred to in (B)(3) (above).

3. If a passenger opts to disembark pursuant to Rule 92(C)(1) and the passenger fails to make themselves readily available for an immediate departure should that occur, the carrier:
  - a) cannot guarantee that the passenger can be re-accommodated on to the aircraft,
  - b) will treat the passenger, as appropriate, under the provisions of Rule 90, Delay or cancellation - outside the carrier's control or Rule 91, Delay or cancellation - within the carrier's control and within the carrier's control but required for safety purposes.

#### **Priority Disembarkation**

4. If the carrier allows disembarkation, it will, if it is feasible, give passengers with disabilities and their support person, service animal or emotional support animal, if any, the opportunity to leave the aircraft first.

#### **Exceptions**

5. Rule 92(C)(1) does not apply if providing an opportunity for passengers to disembark is not possible, including if it is not possible for reasons related to safety and security or to air traffic or customs control.

## **RULE 95: DENIAL OF BOARDING – OUTSIDE THE CARRIER’S CONTROL**

### **A. Applicability**

1. This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.
2. This Rule applies in respect of a carrier when there is denial of boarding due to situations outside the carrier’s control. See Rule 95(C) for situations that are outside a carrier's control.
3. This Rule does not apply in the situation of a refusal to transport a passenger due to, for instance, health, safety or security reasons, or where the passenger has failed to follow carrier rules or instructions, has inappropriate travel documents or has failed to respect check-in time limits. To see the carrier's policies in this respect, refer to Rule 105, Refusal to transport.

### **B. General**

1. The carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
2. Personalized documents, such as a ticket/itinerary issued by the carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the carrier and the passenger.
3. The passenger holding a confirmed ticketed reservation must present themselves for carriage in accordance with this tariff having complied fully with the carrier’s applicable reservation, ticketing, check-in and boarding requirements within the time limits as set out in Rule 40.
4. The passenger who attempts to check-in after the carrier’s check-in deadline or presents themselves at the boarding area after the carrier’s boarding time deadline as specified under Rule 40(E), Check-in time limits, will not receive consideration per Rule 95 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.
5. A denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations outside the carrier’s control, is considered to also be due to

situations outside that carrier's control if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

6. For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Rule 121(B)(12), Liability – international transportation, passenger delay)
7. For domestic itineraries, irrespective of the treatment that they may have received, a passenger may invoke provisions such as those that are set out in Rule 120(C)(6), Liability – domestic transportation, passenger delay.

C. Situations Outside the Carrier's Control

1. Situations outside the carrier's control, include, but are not limited to the following:
  - a) war or political instability;
  - b) illegal acts or sabotage;
  - c) meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;
  - d) instructions from air traffic control;
  - e) a NOTAM, (Notice to Airmen) as defined in subsection 101.01(1) of the *Canadian Aviation Regulations*;
  - f) a security threat;
  - g) airport operation issues;
  - h) a medical emergency;
  - i) a collision with wildlife;
  - j) a labour disruption within the carrier or within at an essential service provider such as an airport or an air navigation service provider;

- k) a manufacturing defect in an aircraft that reduces the safety of passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority; and
- l) an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

D. Communication With Passengers – Denial of Boarding – Outside the Carrier's Control

- 1. Carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.

E. Alternate Arrangements – Denial of Boarding Outside the Carrier's Control

- 1. If there is denial of boarding due to situations outside the carrier's control, the carrier will provide alternate travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible:
  - a. a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement and is travelling on any reasonable air route from the same airport to the destination that is indicated on the passenger's original ticket.
- 2. Where BermudAir, a Small Carrier APPR, carries a passenger on behalf of a Large Carrier APPR under a commercial agreement with that carrier, BermudAir will provide alternate travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible:
  - a) a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 48 hours of the end of the event that caused the denial of boarding,
  - b) if the carrier cannot provide a confirmed reservation that complies with subparagraph (a) (above),



- i. a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from the airport at which the passenger is located, or another airport that is within a reasonable distance of that airport, to the destination that is indicated on the passenger's original ticket, and
- ii. if the new departure is from an airport other than the one at which the passenger is located, transportation to that other airport.

### **Comparable services**

3. To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including the carrier making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for persons with disabilities.

### **Higher Class of Service**

4. If a higher class of service is booked for the passenger than was originally provided for on the passenger's original ticket, the carrier will not request supplementary payment from the passenger.

### **Refunds**

5. The carrier will pay fare refunds as set out below if the carrier:
  - a. cancels a flight;
  - b. makes a significant change to a flight time which is not acceptable to the passenger.
  - c. fails to operate a flight reasonably according to schedule;
  - d. fails to stop at the planned place of destination or stopover;
  - e. refuses to carry the ticketed passenger because a banning notice is in force against that passenger.
6. If the passenger has not used any part of the ticket, the refund will be equal to the fare and any taxes, fees and charges the passenger has paid.

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*For an explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.*

7. If the passenger has used part of the ticket, the refund will be equal to at least the difference between the fare and any taxes, fees and charges the passenger has paid and the correct fare taxes, fees and charges for travel between the points for which the passenger has used the ticket.
8. The carrier may decide to refuse to give a refund if the passenger applies for it after the end of the ticket validity period.
9. The carrier may decide to refuse to give a refund if, when the passenger arrived in a country, the passenger presented a ticket to us or to government officials as evidence of the passenger's intention to leave that country, unless the passenger can prove to the carrier that:
  - a. the passenger has permission to stay in the country; or
  - b. the passenger will be leaving the country on another airline or on another form of transport.

#### **Currency**

10. The carrier will pay a refund in the same way and in the same currency that was used to pay for the ticket, unless agreed otherwise. For example, if the passenger paid in US dollars by credit card, we will make a refund in US dollars to that same credit card account.
11. Some fares will be refunded in the form of credit to a passenger's user account for use against a future flight booking.
12. The carrier will only give a voluntary fare refund if the carrier or its authorised agents issued the ticket and it or they have authorised the refund.

**RULE 96: DENIAL OF BOARDING – WITHIN THE CARRIER’S CONTROL AND WITHIN THE CARRIER’S CONTROL BUT REQUIRED FOR SAFETY PURPOSES**

**A. Applicability**

1. This Rule applies to all passengers irrespective of the type of fare on which they are travelling or have purchased.
2. This Rule applies in respect of a carrier when there is a denial of boarding due to a situation that is within the carrier’s control and within the carrier's control but required for safety. (G) is only applicable if the denial of boarding is within the carrier's control and is not required for safety purposes.
3. This Rule does not apply in the situation of a refusal to transport a passenger due to, for instance, health, safety or security reasons, or where the passenger has failed to follow carrier rules or instructions, has inappropriate travel documents or has failed to respect check-in time limits or gate cut-off times. See Rule 105, Refusal to transport for the carrier's policies in this respect.

**B. General**

1. The carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
2. Personalized documents, such as a ticket/itinerary issued by the carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the carrier and the passenger.
3. The passenger holding a confirmed ticketed reservation must present themselves for carriage in accordance with this tariff having complied fully with the carrier’s applicable reservation, ticketing, check-in and boarding requirements within the time limits set out in Rule 40.
4. A denial of boarding that is directly attributable to an earlier delay or cancellation that is within that carrier’s control but is required for safety purposes, is considered to also be within that carrier’s control but required for safety purposes if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

5. The passenger who attempts to check-in after the carrier's check-in deadline or presents themselves at the boarding area after the carrier's boarding time deadline as specified under Rule 40(E), Check-in time limits, will not receive consideration per Rule 96 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.
6. For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Rule 121(B)(12), Liability – international transportation, passenger delay)
7. For domestic itineraries, irrespective of the treatment that they may have received, a passenger may invoke provisions as those that are set forth in Rule 120(C)(6), Liability – domestic transportation, passenger delay.

C. Denial Of Boarding – Within the Carrier's Control and Within The Carrier's Control But Required For Safety Purposes – Request For Volunteers

1. In cases of denial of boarding within the carrier's control and within the carrier's control but required for safety purposes, the carrier will not deny boarding to a passenger unless it has asked all passengers if they are willing to give up their seat. As such, the carrier will make an announcement and ask for 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 they voluntarily relinquish their seat. The carrier will advise any passenger who expresses an interest in relinquishing their seat of the amount of compensation a passenger could receive pursuant to (G)(1) if there is a denial of boarding.
2. Attempts to find volunteers may take place at the check-in or boarding areas. The carrier may also seek volunteers before the passenger arrives at the airport. The carrier will continue to make this request of passengers until it obtains enough volunteers to prevent a denial of boarding or until it determines that it does not, despite its best efforts, have enough volunteers.
3. If the carrier offers a benefit in exchange for a passenger willingly relinquishing their seat in accordance with (1) (above) and a passenger accepts the offer, or if they negotiate a benefit acceptable to both parties, the carrier will provide the passenger with a written confirmation of that benefit before the flight departs.

A passenger who willingly relinquishes their seat is not considered to be a passenger who has been subject to a denial of boarding by the carrier and as such, is not entitled to compensation pursuant to (G).

**Passenger On Aircraft**

4. The carrier will not deny boarding to a passenger who is already on-board the aircraft unless the denial of boarding is required for reasons of safety. However, passengers may still elect to volunteer to relinquish their seat if already on-board the aircraft in exchange for benefits agreed upon with the carrier.

**Priority For Boarding**

5. If denial of boarding is necessary, the carrier will give priority for boarding to passengers in the following order:
  - a) an unaccompanied minor;
  - b) a person with a disability and their support person, service dog or other service animal, or emotional support animal, if any;
  - c) a passenger who is travelling with family members;
  - d) a passenger who was previously denied boarding on the same ticket;
  - e) all other passengers with confirmed and ticketed reservations in the order in which they presented themselves for check-in.

**D. Communication With Passengers – Denial of Boarding – Within the Carrier’s Control and Within The Carrier's Control But Required For Safety Purposes**

1. Carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.

**E. Alternate Arrangements – Denial of Boarding – Within the Carrier’s Control and Within The Carrier's Control But Required For Safety Purposes**

1. In the case where there is a denial of boarding for situations within the carrier’s control or within the carrier's control but required for safety purposes, the carrier

will provide the following alternate travel arrangements free of charge to ensure that the passenger completes their itinerary as soon as feasible:

- a. a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement and is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket.
2. Where BermudAir, a Small Carrier APPR, carries a passenger on behalf of a Large Carrier APPR under a commercial agreement with that carrier, BermudAir will provide the following alternate travel arrangements free of charge to ensure that the passenger completes their itinerary as soon as feasible:
- a) a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 9 hours of the departure time that is indicated on that original ticket,
  - b) a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 48 hours of the departure time that is indicated on that original ticket if the carrier cannot provide a confirmed reservation that complies with subparagraph (a), or
  - c) if the carrier cannot provide a confirmed reservation that complies with subparagraph (a) or (b) (above),
    - i. a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from another airport that is within a reasonable distance of the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and
    - ii. if the new departure is from an airport other than one at which the passenger is located, transportation to that other airport.

## **Refund**

1. If the alternate travel arrangements offered in accordance with (F)(1) do not accommodate the passenger's travel needs, the carrier will

- a) in the case where the passenger is no longer at the point of origin that is indicated on the ticket and the travel no longer serves a purpose because of denied boarding, refund the ticket, pursuant to Rule 125(B), Involuntary Refunds, and provide the passenger with a confirmed reservation that is for a flight to that point of origin which accommodates the passenger's travel needs; and
- b) in any other case, refund the unused portion of the ticket. The amount of the refund will be calculated pursuant to Rule 125(B), Involuntary refunds.

#### **Comparable services**

- 2. To the extent possible, the alternate travel arrangement must provide services comparable to those of the original ticket, including the carrier making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for persons with disabilities.

#### **Refund of Additional Services**

- 3. The carrier will refund the cost of any additional services purchased by a passenger in connection with their original ticket if
  - a) the passenger did not receive those services on the alternate flight; or
  - b) the passenger paid for those services a second time.

#### **Higher Class of Service**

- 4. If the alternate travel arrangements referred to in (1) above provide for a higher class of service than the original ticket, the carrier will not request supplementary payment.

#### **Lower Class of Service**

- 5. If the alternate travel arrangements provide for a lower class of service than the original ticket, the carrier will refund the difference in the cost of the applicable portion of the ticket.

#### **Form of Refund**

6. Refunds under this section will be made in conformity with Rule 125(B), Involuntary refunds and must be paid by the method used for the original payment and to the person who purchased the ticket or additional service.

**F. Standards Of Treatment – Denial of Boarding – Within the Carrier’s Control And Within The Carrier's Control But Required For Safety Purposes**

1. Before a passenger boards the flight reserved as an alternate travel arrangement per (E)(1), the carrier will provide them with the following treatment free of charge:
  - a) food and drink in reasonable quantities, taking into account the length of the wait, the time of day and the location of the passenger; and
  - b) access to a means of communication.

**Accommodations**

2. If the carrier expects that the passenger will be required to wait overnight for a flight reserved as part of alternate travel arrangements, the air carrier must offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the passenger as well as transportation to the hotel or other accommodation and back to the airport.

**Refusing or Limiting Treatment**

3. The carrier may limit or refuse to provide a standard of treatment referred to (1) and (2) above, if providing that treatment would further delay the passenger.

**G. Compensation – Denial of Boarding – Within The Carrier’s Control And Not Required For Safety Purposes**

1. Compensation is only payable when the denial of boarding is within the carrier's control and is not required for safety purposes.

**Compensation For Denial Of Boarding**

2. If a denial of boarding that is within the carrier’s control occurs, the carrier will provide the following compensation for inconvenience to the affected passenger:
  - a) US\$900 / CA\$1,215, if the arrival time of the passenger's flight at the destination that is indicated on the original ticket is delayed by less than six hours;

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*For an explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.*



- b) US\$1,800 / CA\$2,430, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by six hours or more, but less than nine hours; and
- c) US\$2,400 / CA\$3,240, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by nine hours or more.

### **Payment**

- 3. The carrier will provide the compensation to the passenger as soon as it is operationally feasible.

### **Estimated Arrival Time**

- 4. If the compensation is paid before the arrival of the flight reserved as part of alternate travel arrangements made pursuant to (E)(1) above, at the destination that is indicated on their ticket, that compensation will be based on the flight's expected arrival time.

### **Written Confirmation**

- 5. If it is not possible to provide the compensation before the boarding time of the flight reserved as part of alternate travel arrangements made pursuant to (E)(1) above, the carrier will provide the passenger with a written confirmation of the amount of the compensation that is owed.

### **Adjustment**

- 6. If the arrival of the passenger's flight at the destination that is indicated on their original ticket is after the time it was expected to arrive when the compensation was paid or confirmed in writing and the amount that was paid or confirmed no longer reflects the amount due in accordance with (2), the carrier will adjust the amount of the compensation.

### **Compensation For Inconvenience**

- 7. If the carrier is required by (2) above to provide compensation for a denial of boarding to a passenger, the carrier will offer it in form of money (i.e. cash, cheque, or bank transfer). However, the compensation may be offered in another form (e.g. vouchers) if:

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*For an explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.*

- a) compensation in the other form has a greater monetary value than the minimum monetary value of the compensation that is required under the APPR.
- b) the passenger has been informed in writing of the monetary value of the other form of compensation;
- c) the other form compensation does not expire; and
- d) the passenger confirms in writing that they have been informed of their right to receive monetary compensation and have chosen the other form of compensation.

**RULE 97 – COMMUNICATION OF INFORMATION – CANCELLATION, DELAY, TARMAC DELAY, OR DENIAL OF BOARDING**

A. General

1. In cases where one of the following applies:
  - a) Rule 90, Delay or cancellation – outside the carrier's control,
  - b) Rule 91, Delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes,
  - c) Rule 92, Tarmac delay,
  - d) Rule 95, Denial of boarding – outside the carrier's control, or
  - e) Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes,

pursuant to the provisions of the APPR, the carrier will provide the following information to the affected passengers:

- H. the reason for the delay, cancellation, or denial of boarding;
  - I. the compensation to which the passenger may be entitled for the inconvenience;
  - J. the standard of treatment for passengers, if any; and
  - K. the recourse available against the carrier, including their recourse to the Agency.
2. In the case of a delay, the carrier will communicate status updates every 30 minutes until a new departure time for the flight is set or alternate travel arrangements have been made for the affected passenger.
  3. The carrier will communicate new information to passengers as soon as feasible.
  4. The information of paragraph (1) above will be provided by means of audible announcements. Visible announcements will be provided upon request.
  5. The information of paragraph (1) above will also be provided to the passenger using the available communication method that the passenger has indicated that they

prefer, including a method that is compatible with adaptive technologies intended to assist persons with disabilities.

## **RULE 105: REFUSAL TO TRANSPORT**

### **Definitions**

For the purposes of Rule 105:

**“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, pandemics, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, unsettled international conditions, shortage of fuel or facilities, or labour disputes, either actual, threatened or reported.

#### **A. Applicability**

1. A refusal to transport a passenger only occurs in situations when the carrier operates a flight on which the passenger had a confirmed reservation, but that specific passenger is not permitted to continue their journey on that flight due to any reasons specified in the paragraphs below. Refusal to transport can occur at the start of any journey or while the passenger is en-route to their destination.
2. Flight delay, flight cancellation and denial of boarding do not constitute a situation of refusal to transport.

#### **B. 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. If carrying the passenger or the passenger’s baggage may put the safety of the aircraft or the safety or health of any person in the aircraft in danger.
2. If carrying the passenger or the passenger’s baggage may affect the comfort of any person in the aircraft.
3. If the passenger is drunk or under the influence of drink or drugs, including but not limited to consuming the passenger’s own alcohol on-board the aircraft.
4. If the passenger is, or the carrier reasonably believes the passenger is, in unlawful possession of drugs without accompanying medical certificate.

5. If the passenger has ever been caught smoking, attempting to smoke and/or tampering with a smoke detector on a previous flight by a member of the carrier's crew.
6. If the passenger's mental or physical state or health is a danger or risk to the passenger, the aircraft or any person in it.
7. If the passenger has refused to allow a security check to be carried out on the passenger or the passenger's baggage.
8. If the passenger has not obeyed the instructions of the carrier's ground staff or a member of the crew of the aircraft relating to safety or security.
9. If the passenger has used threatening, abusive or insulting words towards the carrier's ground staff, another passenger or a member of the crew of the aircraft, whether in person or via written communication, including social media.
10. If the passenger has behaved in a threatening, abusive, insulting or disorderly way towards a member of the carrier's ground staff or a member of the crew of the aircraft.
11. If the passenger has deliberately interfered with a member of the crew of the aircraft carrying out their duties.
12. If the passenger has put the safety of either the aircraft or any person in it in danger.
13. If the passenger has made a hoax bomb or other security threat.
14. If the passenger has committed a criminal offence during the check-in or boarding processes or on board the aircraft.
15. If the passenger has not have or does not appear to have valid travel documents.
16. If the passenger tries to enter a country for which the passenger's travel documents are not valid.
17. If the immigration authority for the country the passenger is travelling to, or for a country in which the passenger has a stopover, has told the carrier (either orally or in writing) that it has decided not to allow the passenger to enter that country, even if the passenger has, or appears to have, valid travel documents.

18. If the passenger destroys the passenger's travel documents during the flight.
19. If the passenger has refused to allow the carrier to scan or photocopy the passenger's travel documents.
20. If the passenger has refused to give the passenger's travel documents to a member of the crew of the aircraft, when the carrier has asked the passenger to do so.
21. If the passenger asks the relevant government authorities for permission to enter a country in which the passenger has landed as a transit passenger.
22. If carrying the passenger would break government laws, regulations or orders.
23. If the passenger has refused to give the carrier information which a government authority has asked the carrier to provide about the passenger including passenger information requested in advance of the passenger's flight.
24. If the passenger has not presented a valid ticket.
25. If the passenger has not paid the fare (including any taxes, fees or charges) for the passenger's journey.
26. Whenever it is necessary or advisable to:
  - a. comply with any government regulation;
  - b. comply with any government request for emergency transportation; or
  - c. address force majeure.
27. When the passenger refuses a request to produce government-issued identification to demonstrate proof of identity. Note: carrier shall have the right, but shall not be obligated, to require positive identification of persons purchasing tickets and/or presenting a ticket(s) for the purpose of boarding aircraft.
28. If the travel documents of the passenger are not in order.
29. If 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.

30. When the passenger fails or refuses to comply with rules and regulations of the carrier as stated in this tariff.
31. When the passenger has a contagious disease.
32. When the passenger has an offensive odour.
33. If the passenger has presented a ticket which the passenger did not buy from the carrier or the carrier's authorised agents.
34. If the passenger has presented a ticket which was not issued by the carrier or the carrier's authorised agents.
35. If the passenger has presented a ticket which has been reported as being lost or stolen.
36. If the passenger has presented a counterfeit ticket.
37. If the passenger has presented a ticket with an alteration made neither by the carrier nor by the carrier's authorised agents.
38. If the passenger has presented a spoiled, torn or damaged ticket or a ticket which has been tampered with.
39. If the passenger cannot prove the passenger is the person named in the ticket.
40. If the passenger has changed the passenger transportation without the carrier's agreement.
41. If the passenger has failed to present the passenger ticket or the passenger boarding pass or the passenger travel documents to the carrier when reasonably asked to do so.
42. If the passenger has failed to complete the check-in process by the check-in deadline.
43. If the passenger has failed to arrive at the boarding gate on time.
44. If the passenger has refused to undergo health screening, or a health examination, or refused to present a valid health certificate requested by the carrier or by a government or enforcement agency or other competent authority.



45. If the passenger has behaved in a way mentioned above on or in connection with a previous flight on the carrier's or any other airline and the carrier believes the passenger may repeat this behaviour.
46. When the carrier determines, in good faith and using its reasonable discretion, that a passenger's medical, intellectual or physical condition, creates an unusual hazard or risk to the passenger or other persons (including, in the case of expectant mothers, unborn children) or property, or is such as to render the passenger incapable of caring for themselves without assistance or medical treatment en-route, the carrier can require the passenger to provide a medical certificate that then may be assessed by the carrier's own 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, or may carry the passenger if:
47. the passenger is accompanied by a support person 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
- a. the passenger complies with requirements of Rule 70(B), Acceptance for carriage.

**Exception:** The carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance, except where accepting the person could jeopardize security, public health or public safety as per Rule 70(B), Acceptance for carriage.

**Note:** If the passenger is accompanied by a support person and the passenger is refused transport, then the support person will also be refused transport and the two will be removed from the aircraft together.

**Note:** Pregnant passengers:

**For safety reasons, the carrier may decide not to carry pregnant women.**

C. Failure To Provide a Suitable Escort

When the passenger requires an escort due to a mental health condition and is 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.

However, the carrier will accept escorted passengers under the following conditions when the passenger has a mental health condition and is under care of a psychiatric institution or in the custody of law enforcement personnel or other responsible authority:

- 1) Medical authority furnishes assurance, in writing, that an escorted person with a mental health condition can be transported safely.
- 2) Only 1 escorted passenger will be permitted on a flight.
- 3) Request for carriage is made at least 48 hours before scheduled departure.
- 4) Acceptance is applicable to transportation on flights marketed and operated by BermudAir only.
- 5) The escort must accompany the escorted passenger at all times.
- 6) Passenger in custody of law enforcement personnel or other responsible authority must be manacled.

C. 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, including without limitation refusing to transport the passenger, to ensure the physical comfort or safety of the person, other passengers, and the carrier's employees; the safety of the aircraft; the unhindered performance of the crew members in their duty on-board the aircraft; or, safe and adequate flight operations

- a) The person deliberately interfered with the crew in carrying out their duties; failed to obey the instructions of the crew relating to safety or security; failed to obey the seat-belt or no-smoking signs; or committed a criminal offence
- b) The person, in the reasonable judgement of a responsible employee of the carrier, is under the influence of alcohol or drugs (except a patient under medical care).
- c) The person threatened, abused or insulted the crew or other passengers; behaved in a threatening, abusive, insulting or disorderly way towards the crew or other

passengers; or behaved in a way which causes discomfort, inconvenience, damage, stress or injury to the crew or other passengers.

- d) The person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent or otherwise disorderly, and, in the reasonable judgement 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 their duties, or otherwise jeopardize safe and adequate flight operations.
- e) The person's conduct involves any hazard or risk to the passenger or other persons (including travel involving pregnant passengers or unborn children) or to property.
- f) The person fails to observe the instructions of the aircraft crew, including instructions to stop any prohibited conduct.
- g) The person is unable or unwilling to sit in their assigned seat with the seat belt fastened.
- h) The person smokes or attempts to smoke in the aircraft.
- i) The person uses or continues to use a cellular phone, a laptop computer or another electronic device on-board the aircraft after being advised to stop such use by a member of the crew.
- j) The person is barefoot.
- k) The person is inappropriately dressed.
- l) The person has a prohibited article or concealed or unconcealed weapon(s). However, the carrier will carry law enforcement or armed forces personnel who meet the qualifications and conditions established under government regulations and the carrier's manuals and procedures.
- m) The person has resisted or may reasonably be believed to be capable of resisting escorts.
- n) The person allowed his or her physical or mental state to become affected by drink or drugs.

- o) The person failed to obey the crew's instructions relating to drink or drugs; made a hoax bomb or other security threat.

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) Remove the passenger from the aircraft at any point.
- b) 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) Refuse to carry the passenger on the remaining sectors of the journey shown on the passenger's ticket. The duration 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 on-board the aircraft; or safe and adequate flight operations.
- d) report the incident on board the aircraft to the relevant authorities with a view to them prosecuting the passenger for any criminal offences the passenger might have committed.
- e) The following conduct will automatically result in a refusal to transport:
  - (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 a prohibited conduct after receiving a notice of probation as mentioned in (b) 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.

E. **Diversion costs caused by unacceptable behaviour:** If, as a result of the passenger's behaviour, the carrier diverts the aircraft to an unscheduled place of destination and make the passenger leave the aircraft, the passenger must pay us the reasonable and proper costs of the diversion.

F. **Use of electronic devices on board the aircraft:** For safety reasons, the carrier may decide not to allow the passenger to use electronic devices when the passenger is on board the aircraft, including:

- G. mobile phones;
- H. laptop computers or tablet devices; personal recorders; personal radios;
- I. MP3, cassette and CD players; electronic games; or transmitting devices (for example, radio-controlled toys and walkie-talkies).
- J. The passenger must not use these items when the carrier has told the passenger that they are not allowed, particularly when the crew of the passenger's flight have notified that specific safety-based restrictions exist when the passenger's flight is operating in adverse weather conditions. This does not apply to hearing aids and heart pacemakers.

K. Recourse of the Passenger/Limitation of Liability

- 3. In case of refusal to transport a passenger on a specific flight or removal of a passenger en route for any reason specified in the foregoing paragraphs, the carrier will pay fare refunds as set out below if the carrier:
  - a. cancels a flight;
  - b. makes a significant change to a flight time which is not acceptable to the passenger;
  - c. fails to operate a flight reasonably according to schedule;

- d. fails to stop at the planned place of destination or stopover;
  - e. refuses to carry the ticketed passenger because a banning notice is in force against that passenger.
- 4. If the passenger has not used any part of the ticket, the refund will be equal to the fare and any taxes, fees and charges the passenger has paid.
- 5. If the passenger has used part of the ticket, the refund will be equal to at least the difference between the fare and any taxes, fees and charges the passenger has paid and the correct fare taxes, fees and charges for travel between the points for which the passenger has used the ticket.
- 6. The carrier may decide to refuse to give a refund if the passenger applies for it after the end of the ticket validity period.
- 7. The carrier may decide to refuse to give a refund if, when the passenger arrived in a country, the passenger presented a ticket to the carrier or to government officials as evidence of the passenger's intention to leave that country, unless the passenger can prove to the carrier that:
  - a. the passenger has permission to stay in the country; or
  - b. the passenger will be leaving the country on another airline or on another form of transport.
- 8. Currency
  - a. The carrier will pay a refund in the same way and in the same currency that was used to pay for the ticket, unless agreed otherwise. For example, if the passenger paid in US dollars by credit card, the carrier will make a refund in US dollars to that same credit card account.
  - b. Some fares will be refunded in the form of credit to a passenger's user account for use against a future flight booking.
  - c. The carrier will only give a voluntary fare refund if the carrier or its authorised agents issued the ticket and it or they have authorised the refund.

9. Notwithstanding the above, passengers will be entitled to all other additional rights they may have under this tariff 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.
10. A person who is refused carriage for a period of time or to whom a probation notice is served may provide to the carrier, in writing, the reasons why they believe they no longer pose 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.
11. 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.

**RULE 115: TICKETS**

**A. General**

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 they have been issued a valid ticket for the flight. Such proof must be in the form of an itinerary/receipt, 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 ultimate destination, and on the dates, times and via the routing shown on the ticket.
3. Flight coupons will be honoured only in the order in which they are displayed on the passenger's ticket and stored in the carrier's database.
4. The ticket remains at all times the property of the carrier which issued the ticket.
5. The carrier does not permit the passenger to hold more than one confirmed reservation/ticket on the same departure flight/origin and destination for the same travel date.

**B. Validity for Carriage**

1. **General:** When validated, the ticket is good for carriage from the airport of departure to the airport of ultimate 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. When flight segments are issued on an **"open ticket"** basis (see (G) below), a seat will be reserved only when the passenger makes a reservation request with the carrier. 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.
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 original ticket, or, if no portion of the ticket is used, one year from the date of issuance of the original 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 ticket validity:** When computing the ticket validity 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 was issued.

C. Extension of Ticket Validity

1. **Carrier's operations:** If a passenger is prevented from travelling within the period of validity of their 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 ultimate destination, or place of stopover;
  - c) fails to operate a flight reasonably according to schedule;
  - d) causes the passenger to miss a connection;
  - e) substitutes a different class of service; or
  - 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 continue their travel on the first flight where space is available.

2. **Medical reason:** If the passenger is unable to commence travel due to medical reasons, the carrier will extend the period of validity beyond the original validity expiry date. A ticket can only be extended once and the extension must be requested within 1 day prior to the expiry date of the original ticket validity. The medical reason must be certified in writing by a physician specifying that the passenger is prevented from commencing their journey before their original ticket expires.

D. Waiver Minimum/Maximum Stay Provision

**1. In the event of death of a family member not accompanying the passenger**

If the passenger holding a special fare ticket returns prior to the expiry of the minimum stay requirement because of the death of an immediate family member not accompanying the passenger, the passenger will be entitled to a refund of the additional amounts paid for transportation on the carrier's services in order to return early. However, no refund will be permitted unless the passenger produces a death certificate confirming that the death of the family member occurred after the commencement of travel.

**2. In the event of a passenger's death – provisions for accompanying passengers**

**a) Extension of ticket validity (beyond 1 year) for normal fares and waiver of the maximum stay requirements of special fares**

The carrier will extend the ticket validity for passengers who are either members of the immediate family of the deceased passenger or are other persons actually accompanying the deceased passenger.

A death certificate or a copy, duly executed by the competent authorities in the country in which the death occurred must be presented at the time of re-ticketing. A competent authority is a person designated to issue a death certificate by the applicable laws of the country concerned.

If the death certificate is not available at the time the passengers are to travel, or, if the carrier has reason to doubt the validity of such certificate, passengers will be accommodated only upon payment of the fare applicable for the transportation used, and a request for refund may be filed with the carrier. Upon receipt of the request for refund and all supporting documents, the carrier will determine the validity of the request and, if valid, will refund the difference between the total fare paid by the passengers and the amount the passengers would have paid under the provision of this Rule.

**b) Waiver of minimum stay requirements – special fares**

In the event of the death of a passenger en route, the minimum stay and group travel requirements with regard to special fares will be waived for

passengers who are either members of the immediate family of the deceased passenger or are other persons actually accompanying the deceased person.

Passengers who have had their minimum stay requirement waived will only be accommodated in the class of service originally ticketed.

A death certificate or a copy, duly executed by the competent authorities, in the country in which the death occurred must be presented at the time of re-ticketing. A competent authority is a person designated to issue a death certificate by the applicable laws of the country concerned.

If the death certificate is not available at the time the passengers are to travel, or, if the carrier has reason to doubt the validity of such certificate, passengers will be accommodated only upon payment of the fare applicable to the transportation used, and a request for refund may be filed with the carrier. Upon receipt of the request for refund and all supporting documents, the carrier will determine the validity of the request and, if valid, will refund the difference between the total fare paid by the passengers and the amount the passengers would have paid under the provision of this Rule.

### **3. Medical reasons and illness**

#### **a) Ticket extension:**

In the case of Normal fares, if, after the passenger commences travel and is prevented from travelling within the period of validity of the ticket because of illness, the carrier will extend the period of validity of the passenger's ticket until the date when the passenger becomes fit to travel according to a medical certificate. Should space not be available when the passenger becomes fit to travel, the carrier will re-accommodate the passenger on the first flight on which space is available. In all cases, travel will be in the same class of service which the passenger had originally paid to travel from the point where the journey is resumed. However, when the remaining flight coupons of the ticket involve one or more stopovers, the validity of the ticket will not be extended for more than [no limit] months from the date shown on the medical certificate. In these circumstances, the carrier will also extend the period of validity of the tickets of persons travelling with the incapacitated passenger.

In the case of Special fare tickets, the carrier will extend the validity of the tickets until the date of the first available flight after the passenger becomes fit to travel according to the medical certificate, but not more than [no limit] days beyond the date when the passenger becomes fit to travel.

**b) Waiver of the minimum stay requirement for special fares:**

Not applicable.

**E. 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. Penalties and additional charges are waived when a fare is upgraded in accordance with (1) above.
3. Passengers upgrading in accordance with (1) above, may do so provided:
  - a) Ticketing and advance purchase requirements of the new fare have been met;
  - b) Travel is via BermudAir;
  - c) Reservations have been booked in the appropriate class of service of the new fare; and
  - d) The difference in fares has been paid.
4. After departure, the passenger holding a ticket for return, circle trip or open jaw travel may upgrade the total fare in accordance with the rules of the fare paid.
5. The original fare paid (including all additional charges) will be used as a full credit towards the fare for the upgraded journey.
6. 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.

7. **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.

F. Flights In Sequence

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

G. Open Tickets

1. If a ticket or a flight coupon is issued without a specific seat on a flight being reserved in the carrier's reservation system, i.e. left open, space may be later reserved subject to the tariff conditions of the purchased fare and provided space is available on the flight requested.

H. Transferability/non-transferability

1. [Tickets are non-transferable.]

I. Lost Tickets

1. [Not applicable. Carrier does not issue paper tickets.]

## **PART IV – AFTER TRAVEL**

### **RULE 120: LIABILITY OF THE CARRIER FOR LOSS, DAMAGE TO OR DELAY OF BAGGAGE, PASSENGER DELAY OR DEATH OR BODILY INJURY – DOMESTIC TRANSPORTATION**

#### **A. Successive Carriers**

1. Transportation to be performed under one ticket or under a ticket issued with any conjunction ticket by several successive carriers will be regarded as single operation.

#### **B. Laws and Provisions Applicable**

##### **Liability in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage.**

1. 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 1,288 Special Drawing Rights for each passenger in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked.
  - b) In the event of delayed baggage delivery we offer a guideline of US\$50 / CA\$67.50 per day to buy essential items. We ask that you keep any receipts for any relevant purchases and that you submit them for review, approval, and reimbursement. We recommend all our customers take out travel insurance to cover the replacement of more expensive items.
  - c) Unless the passenger proves otherwise, 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.
  - d) The passenger may make a special declaration that their baggage has a higher value than the carrier's maximum liability. If the passenger does so, then the passenger must make this declaration to the carrier at the time of check-in and, if required by the carrier, shall as per Rule 55(F), Excess value declaration charge, pay the supplementary charge to allow for additional liability coverage in the case of destruction, loss, damage or delay of their checked baggage.

- e) 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.
- f) The carrier is liable for the damage sustained in case of destruction or loss of, or damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on-board the aircraft or during any period within which the checked baggage was in the charge of the carrier. However, the carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. Further, the carrier's liability for the destruction, loss, damage or delay of baggage is subject to the same terms, limitations and defences as those that are set forth in the Montreal Convention in the context of International transportation.
- g) 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. See (3) and (4) below.
- h) Notwithstanding the normal carrier liability as contained in this rule, the limit of liability will be waived for claims involving the injury or death of service dogs, other service animals and emotional support animals. In the event of injury or death of such an animal, compensation is to be based on the cost of the treatment or replacement value of the animal. See (5) below.
- i) The carrier reserves all defences and limitations available in the context of international transportation under the Montreal Convention, including, but not limited to, the defence of Article 19 of the Montreal Convention, and the exoneration defence of Article 20 of the Montreal Convention. The limits of liability shall not apply in cases described in Article 22(5) of the Montreal Convention.

### **Refund of Baggage Fees**

- 2. Carrier will refund to the passenger any fees paid for the transportation of the baggage that was delayed, damaged or lost.

### **Mobility Aids**

#### **Small Carrier Non-ATPDR**

3. In the event that a mobility aid of a person with a disability is lost or damaged:
  - a. The air carrier will immediately provide a suitable temporary replacement without charge;
  - b. If a damaged aid can be repaired, in addition to (a) above, the air carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible;
  - c. If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours following the passenger's arrival, the carrier will, in addition to (a) above, replace it with an equivalent aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

#### **Service Dogs, Other Service Animals And Emotional Support Animals**

4. Should injury or death of a service dog, other service animal or emotional support 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 dog, other service animal, or emotional support animal.

#### **Liability In the Case Of Passenger Delay**

5. 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) Damages occasioned by delay are subject to any limitation or defence recognized by a Court with proper jurisdiction over a claim and also subject to the following terms, limitations and defences established by the carrier:

If there is a flight cancellation, diversion or delay of greater than 120 minutes, BermudAir will, at passenger's request, cancel the remaining ticket and refund the unused portion of the ticket and unused ancillary fees in the original form of payment. Cancellation by the passenger in these circumstances must take place before 45 minutes of the revised flight schedule. If the passenger does not request cancellation and refund of the remaining portion of the ticket, BermudAir will



transport the passenger to the destination on BermudAir's next flight on which seats are available. At BermudAir's sole discretion and if acceptable to the passenger, BermudAir may arrange for the passenger to travel on another Carrier. BermudAir will not be liable under any circumstances for any special, incidental or consequential damages arising from the foregoing.

Except as provided above, BermudAir shall have no liability if the flight cancellation, diversion or delay was due to a force majeure. As used in this rule, "force majeure" means actual, threatened or reported:

- a. Meteorological issues or acts of God;
- b. Riots, civil unrest, embargoes, war, hostilities, or unsettled international conditions;
- c. Strikes, work stoppages, slowdowns, lockouts, or any other labour-related disputes;
- d. Government regulation, demand, directive or requirement;
- e. Shortages of labour, fuel, or facilities; or
- f. Any other condition or fact beyond BermudAir's control or not reasonably foreseen by BermudAir.

When a passenger's travel is interrupted, however, for more than 4 hours after the scheduled departure time as a result of flight cancellation or delay on the date of travel other than from force majeure, BermudAir will, at passenger's request, provide the passenger with the following additional amenities during the delay:

- a. Hotels – If overnight accommodations are available at BermudAir contracted facilities, BermudAir will provide the passenger with a voucher for one night's lodging when the delay is during the period of 10:00 pm to 6:00 am. BermudAir will provide ground transportation to the hotel if the hotel does not offer such service. If accommodations are not available, BermudAir will provide the passenger with a voucher that may be applied to future travel on BermudAir equal in value to the contracted hotel rate, up to US\$200 / CA\$270 in Bermuda and US\$120 / CA\$162 everywhere else.
- b. Meals – BermudAir will provide meals and refreshments in a reasonable relationship to the waiting time. In the event of an overnight stay the customer will be reimbursed for reasonable meals and refreshments on the

submission of receipts up to a maximum value of US\$75 / CA\$101.25 per customer per day.

- c. Ground Transportation – In lieu of lodging or other amenities, BermudAir will furnish ground transportation to the destination airport if a passenger's flight is diverted to an alternative airport and if the destination on the ticket and the diverted airport destination are within the following city groups:

- Fort Lauderdale, FL (FLL)/ Miami, FL (MIA)/ Orlando, FL (MCO)/ Sanford, FL (SFB)/ Southwest Florida, FL (RSW)
- Westchester County, NY (HPN)/ Newark, NJ (EWR)/ LaGuardia – New York, NY (LGA)/ John F. Kennedy – New York, NY (JFK)/ Stewart, NY (SWF)/ Windsor Lock, CT (BDL)
- Boston, MA (BOS)/ Rhode Island, RI (PVD)/ Manchester, NH (MHT)/ Bangor Maine, ME (BGR)
- Baltimore, MD (BWI)/ Washington, VA (IAD)/ Ronald Reagan Int, VA (DCA)/ Philadelphia, PA (PHL)
- Orlando, FL (MCO)/ Fort Lauderdale, FL (FLL)/ Tampa, FL (TPA)/ Palm Beach, FL (PBI)
- Halifax, NS (YHZ)/ Fredericton, NB (YFC)/ Moncton, NB (YQM)
- Toronto, ON (YYZ)/ Kitchener Waterloo, ON (YKF)/ Hamilton ON (YHM)
- Raleigh Durham (RDU)/ Charlotte (CLT)/ Wilmington (ILM)/ Greensboro (GSO)
- Charleston (CHS) / Savannah (SAV)/ Charlotte (CLT)/ Myrtle Beach (MYR)
- Newark (EWR)/ Westchester (HPN)/ LaGuardia (LGA)/ J F Kennedy (JFK)
- LaGuardia (LGA)/ Newark (EWR)/ Westchester (HPN)/ Boston (BOS)
- Anguilla (AXA)/St. Maarten (SXM)

- d. Additional Amenities – BermudAir will provide such additional or alternative amenities as are necessary to maintain the safety and/or welfare of customers with special needs such customers with disabilities. Such amenities will be furnished consistent with special needs and/or circumstances.

- c) The liability of the Carrier for damage caused by delay is limited to US\$200 / CA\$270 per passenger. The limits of liability do not apply in cases described below:

### **Liability In the Case Of Death Or Bodily Injury Of A Passenger**

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Last updated: September 15<sup>th</sup>, 2025

*For an explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.*

1. The carrier shall be liable 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 SDRs for each passenger.
  - b) The carrier shall not be liable for damages to the extent that they exceed 113,100 SDRs 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 defences and limitations available to it recognized by a Court with proper jurisdiction over a claim.
  - 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.

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 SDRs, 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 this tariff. 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 to any claim, does not waive any rights, defences, or limitations available to it, 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.
- 3. 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.
  - 4. In no cases shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.

C. Time Limitations on Claims and Actions

- 1. Subject to applicable laws, an action for damages must be brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
- 2. A complaint to the carrier must be made in writing to the carrier within seven days from the date of receipt in the case of damage to baggage, and within 21 days from the date on which the baggage has been placed at the passenger's disposal, in the case of delay.
- 3. Claims may be subject to proof of amount of loss; passengers may be asked to substantiate their claims.

D. Notices

- 1. The carrier will provide each passenger on a domestic itinerary with the following written notice:

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Last updated: September 15<sup>th</sup>, 2025

*For an explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.*

**Advice To Domestic Passengers On Carrier Liability**

With respect to damages related to baggage, on domestic flights, the APPR apply the same rules and liability limits as those of the Montreal Convention which may limit the liability of the carrier in respect of destruction or loss of, or damage to, baggage, and for delay of baggage.

**RULE 121: LIABILITY OF THE CARRIER FOR LOSS, DAMAGE TO OR DELAY OF BAGGAGE, PASSENGER DELAY OR DEATH OR BODILY INJURY – INTERNATIONAL TRANSPORTATION**

**Applicable to international transportation to and from Canada and includes domestic segments of an international journey.**

For the purpose of all international carriage, carrier's liability shall be governed by this Rule 121. This Rule 121 incorporates the applicable portions of the Warsaw Convention, 1929, the Warsaw Convention as amended at the Hague, 1955 and by protocol no. 4 of Montreal (collectively, "Warsaw Convention") and the Montreal Convention, 1999, as agreed to in the implementing provisions agreement under the Warsaw and Montreal Conventions and published by the United States Department of Transportation notice on December 28, 2019, which shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

**A. Successive carriers**

1. Transportation to be performed under one ticket or under a ticket issued with any conjunction ticket by several successive carriers, with the knowledge and consent of the subsequent carrier, will be regarded as single operation.

**B. Laws and provisions applicable**

**Liability in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage.**

1. 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 1,288 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.
  - b) 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.
- c) The passenger may make a special declaration that their baggage has a higher value than the carrier's maximum liability. If the passenger does so, then the passenger must make this declaration to the carrier at the time of check-in and, if required by the carrier, shall as per Rule 55(F), Excess Value Declaration Charge, pay the supplementary charge to allow for additional liability coverage in the case of destruction, loss, damage or delay of their checked baggage. In this case, the carrier will be liable for destruction, loss, damage, or delay of such checked baggage in an amount not exceeding the declared amount.

**Exception:** The carrier is not liable for the declared amount if it can prove that it is greater than the passenger's actual interest in delivery at destination.

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.

- d) 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.
- e) 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.
- f) The carrier is liable for the damage sustained in case of destruction or loss of, or damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on-board the aircraft or during any period within which the checked baggage was in the charge of the carrier. However, the carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. Further, the carrier's liability for the destruction, loss, damage or delay of baggage is subject to the terms, limitations and defences set forth in the Warsaw Convention and the Montreal Convention,

whichever may apply, in addition to any limitation or defence recognized by a Court with proper jurisdiction over claim.

- g) The carrier reserves all defences and limitations under the Warsaw Convention and the Montreal Convention, whichever may apply to such claims including, but not limited to, the defence of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention, and the exoneration defence 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) above. 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.

#### **Refund of baggage fees**

- 2. Carrier will refund to the passenger any fees paid for the transportation of the baggage that was delayed, damaged or lost.

#### **Mobility Aids**

##### **Small Carrier Non-ATPDR**

- 3. In the event that a mobility aid of a person with a disability is lost or damaged:
  - a. The air carrier will immediately provide a suitable temporary replacement without charge;
  - b. If a damaged aid can be repaired, in addition to (a) above, the air carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible;
  - c. If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours following the passenger's arrival, the carrier will in addition to (a) above:
    - i. replace it with an equivalent aid satisfactory to the passenger, or
    - ii. reimburse the passenger for the replacement cost of the aid, subject to the application of the Warsaw or Montreal Convention, whichever is applicable, and any special declaration of interest completed and made with the carrier by the passenger with a disability.

#### **Service Dogs, Other Service Animals and Emotional Support Animals**



4. If a person with a disability who uses a service dog, other service animal, or emotional support animal makes a reservation for transportation on an international service, the air carrier will advise the person of the option to make a special declaration of interest, under Article 22(2) of the Montreal Convention or under Article 22(2) of the Warsaw Convention, that sets out the monetary value of the animal.
5. The carrier will permit a person with a disability to make the special declaration of interest, at no additional charge to the person, at any time before the service dog, other service animal or emotional support animal is carried by the carrier.
6. In respect of limits of liability for service dogs, other service animals and emotional support animals in this rule, pursuant to Article 25 of the Montreal Convention or under Article 22(1) of the Warsaw Convention, the carrier will stipulate that the contract of carriage shall be subject to higher limits of liability than those provided for in the applicable Convention.
7. Should injury or death of a service dog, other service animal, or emotional support 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 dog, other service animal or emotional support animal.

#### **Liability In the Case of Passenger Delay**

8. 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 defences set forth in the Warsaw Convention and the Montreal Convention, whichever may apply. They include foreseeable compensatory damages sustained by a passenger.

in addition to any limitation or defence recognized by a Court with proper jurisdiction over a claim, and do not include mental injury damages.

- d) The carrier reserves all defences 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 defence 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 5,346 Special Drawing Rights 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 Death or Bodily Injury of A Passenger**

- 9. The carrier shall be liable under Article 17 of the Warsaw Convention or the 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 128,821 Special Drawing Rights for each passenger.
  - b) The carrier shall not be liable for damages to the extent that they exceed 128,821 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) Except as otherwise provided, the carrier reserves all other defences and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to such claims including, but not limited to, the exoneration defence 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 (9) and (10) of this Rule 121.
  - 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.
- 10. 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, defences, 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.

C. Time Limitations on Claims And Actions

1. Under the Warsaw Convention and the Montreal Convention, whichever may apply, an action for damages must be brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
2. A complaint to the carrier must be made in writing to the carrier within 7 days from the date of receipt in the case of damage to baggage, and 21 days in the case of delay from which the baggage has been placed at the passenger's disposal.
3. Customers wishing to submit a claim for lost or damaged baggage should do so by visiting our airline office at Bermuda airport to request a Property Irregularity Report (PIR) form, or by emailing [customerservice@flybermudair.com](mailto:customerservice@flybermudair.com) to request one. Completed and submitted forms will be reviewed and responded to within 7 days of receipt.
4. Claims may be subject to proof of amount of loss and passengers may be asked to substantiate their claims.

D. Notices

1. 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.

2. Mobility aids are considered as baggage for transportation on an international service for purposes of limits of liability. The air carrier will advise the person of the option to make a special declaration of interest, under Article 22(2) of the Montreal Convention or under Article 22(2) of the Warsaw Convention, that sets out the monetary value of the mobility aid and a description of its identifying features.

3. The carrier will offer at no additional charge to a person with a disability the option to make the special declaration of interest, at any time before the mobility aid is removed by the carrier for storage in the aircraft's baggage compartment.

**RULE 125: REFUND**

**A. General**

1. The passenger must present to the carrier or its authorized agent the unused flight coupons of a ticket, an itinerary/receipt, 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 ticket.
3. If, at the time of ticket purchase, 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 purchaser must contact the carrier directly.
4. 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, or to Travel Credit, depending on the fare conditions. The carrier will process refund requests within 14 business days for credit card purchases and within [not applicable – carrier does not accept cash or check payments] business days for cash or cheque transactions.

**B. Involuntary Refunds**

1. Involuntary refunds are not subject to any restrictions contained in the applicable fare rule.
2. If no portion of the ticket has been used, the refund will be the full amount of the fare and charges paid, in case of a:
  - a) delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes (as governed by Rule 91, Delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes); or,
  - b) denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes (as governed by Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes); or
  - c) [not applicable].

3. If a portion of the ticket has been used, the carrier will refund the unused portion of the ticket, prorated based on mileage in the case of a:
  - a) delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes (as governed by Rule 91, Delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes); or,
  - b) denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes (as governed by Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes).
4. The involuntary refund of tickets shall be made in the currency used to issue the ticket. However, Canadian dollar refunds or refunds in another currency, if possible, may be made at the request of the passenger, provided a refund in such currency is not prohibited by local government foreign exchange control regulations.

C. Voluntary Refunds

1. Voluntary refunds will be based on the applicable fare at the time of ticket issuance, 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 based on the fare purchased by the passenger.
4. If a portion of the ticket 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 ticket has been used, less any cancellation fee and/or service charge based on the fare purchased by the passenger.
5. Voluntary refund of tickets shall be made in the currency used to issue the ticket. However, Canadian dollar refunds or refunds in another currency, if possible, may be made at the request of the passenger, provided a refund in such currency is not prohibited by local government foreign exchange control regulations.

6. Non-refundable tickets can be exchanged for a future ticket 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. 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, 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 unused coupon(s) 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.

E. Jury Duty

1. 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.

F. Refusal to Refund

1. The carrier may refuse to refund the passenger's ticket if that ticket is presented for refund after its validity has expired.
2. For tickets involving international transportation, 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. As long as the passenger is able to prove that they have received government permission to remain in the country or is departing the country on another carrier or by other means of transport, they shall be provided with a refund for any unused coupon(s).

**RULE 130; FARES**

(A) General

Fares apply only for carriage from the airport at the point of origin to the airport at point of destination and do not include ground transfer service between airports or between airports and city centers.

(B) Applicable fares

All published fares governed by this tariff and all fares constructed in accordance with this tariff are applicable only when in compliance with the provisions governing travel via a higher rated intermediate point (paragraph (c)(3)). Mileage routings (see maximum permitted mileage tariff no. MPM-1, C.A.B. NO. 424, NTA(a) NO. 239) may be applied to any published or constructed fare; however, if a diagrammatic or linear routing is specified in connection with a fare, such routing must be observed for that portion of the transportation covered by that fare.

(C) Construction of fares

Classes and fare families combinations are allowed.

(D) Round trip fares

Unless otherwise specified, the fare for a round-trip journey shall be calculated as combination of two applicable one ways fares for both legs of the journey.