

## Irregular Operations



## IRREGULAR OPERATIONS & COMPENSATION

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interCaribbean Airways provide Domestic and International transportation (hereafter refer to as Carrier or interCaribbean), is subject to the terms and conditions contained in the Contract of Carriage, and where applicable also subject to treaties, government regulations, as well as terms and conditions, and/or restrictions applicable to your fare purchased.

If your travel involves transportation on interCaribbean alone, please see our contract of carriage.

If your travel involves transportation on interCaribbean and another carrier, please see each airlines contract of carriage.

### 1. Definitions

- a) **Carrier:** refers to interCaribbean Airways.
- b) **Carriage:** refers to the transportation of passengers and their baggage by air, together with any related service of Carrier in relation to their transportation.
- c) **Codeshare Partner:** means another airline operating a flight on which the carrier has placed its designation “JY”
- d) **Confirmed Reservation:** A space on a specific date and a specific flight and in a specific class of service of the Carrier, which has been requested by the passenger, including a passenger with a zero fare ticket, and which the carrier and its agents has verified, by appropriate notation on the ticket, or in any manner provided by the Carrier, as being reserved for the accommodation for the passenger.
- e) **Controllable Irregularity:** A delay, cancellation or diversion that is not caused by a “**Force Majeure Event**”. For the sake of clarity, if in the chain of multiple events, the cause of the subsequent event(s) reasonable related to the original irregularity shall be deemed an Uncontrollable Irregularity.
- f) **Departure Delay:** Means a delay prior to push back from the gate.
- g) **Force Majeure Event:** An event(s) outside of interCaribbean’ reasonable control which includes, but is not limited to, weather conditions, acts of government or airport authorities (e.g., Air Traffic control delays, runway closures, airport construction) acts of God, strikes or labor unrest, civil commotions, embargoes, war or other hostilities, whether actual, threatened or reported, government regulation, demand or requirement, damage to aircraft caused by a third party, emergency situation requiring care, protection or response to protect person or property, or any event that is not reasonable foreseen, predicted or anticipated by interCaribbean.
- h) **Ground Delay:** Delay involving a flight that, in the case of departures, has boarded and pushed back from the Gate but that is not in the air. In case of arrivals, has landed but has not yet arrived at a Gate.
- i) **Interline Transportation:** Carriage on more than one carrier, where carriers agree to accept each other’s ticket or baggage.
- j) **Non-Revenue Passenger:** is a passenger, travelling on an interCaribbean travel certificate, an employee pass, a travel pass issued to interCaribbean employees for transfer to family and friends, or other airline employees travelling free of charge or at a reduced fare.

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- k) **Passenger:** Any person, except members of the crew working the flight, who enters into a contract of transportation or other agreement for whom a contract of transportation or other agreement is entered into, with the Carrier, by which the passenger is to be transported in.
- l) **Stopover:** A deliberate interruption of a journey by a Passenger, scheduled to exceed eight (8) hours (or determined by a country law), at a point between the place of departure and the final destination.
- m) **Uncontrollable Irregularity:** A delay, cancellation or diversion that is caused by a Force Majeure Event. For the sake of clarity, if in a chain of multiple events, the original irregularity is due to a Force Majeure Event, the cause of the subsequent event(s) reasonable related to the original irregularity shall be deemed an Uncontrolled Irregularity.

### 2. Failure to Operate as Scheduled

interCaribbean Airways, will undertake to use our best efforts to transport you and your baggage, within reasonable time and to adhere to the published schedule in effect on the date of travel.

Except as otherwise provided by the Convention or applicable law, if due to circumstances beyond our control we cancel or delay a flight, or unable to provide previously confirmed space, fail to stop at your stopover or destination point, or caused you to miss a connection flight on which you hold a reservation, we shall either;

- a) Transport passenger on another of our schedule passenger services on which space is available.
- b) Re-route you to the destination indicated on the ticket or applicable portion thereof by our own scheduled services or the scheduled services of another carrier or by the means of surface transportation.
- c) If the sum of the airfare, excess baggage charge and any other applicable service charge for the revised routing is higher than the refunded value of the ticket, or applicable portion thereof, we shall require no additional airfare or charges from the passenger.
- d) Make an involuntary refund in accordance with the provision and shall be under no further liability.
- e) interCaribbean shall not be responsible for any special, incidental or consequential expense/damages, resulting from any cancellation, schedule change or delay.
- f) Carrier may, without notice, substitute alternate carrier or aircraft and, if necessary, may alter or omit intermediate stops shown on the reservation. All schedules are subject to change without notice.
- g) Carrier is not responsible or assumes no liability for failure to make connections on the flight of any other airline. Under **no circumstances shall the carrier be liable to any passenger for any type of special, incidental or consequential damages.**

### 3. Denied Boarding Compensation

- a) If a passenger holding a confirmed reservation present him or herself for carriage at the appropriate time and place, having fully complied with the carrier's requirements as to reservations and check-in, and if the flight for which the passenger holds a confirmed reservation is oversold, and interCaribbean

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is unable to accommodate the passenger and departs without him or her, the passenger is entitled to the denied boarding compensation in section.....

- b) If a passenger responds to Carrier's request for volunteers, and who willingly accepts Carrier's offer of compensation, in any amount of form, shall not be considered to be involuntarily denied boarding, and shall not be entitled to denied boarding compensation.
- c) A passenger who is denied boarding involuntarily, shall be entitled to one hundred percent (100 %) Cacique Points, for the affected route and rebook on the next available flight.
- d) Acceptance of denied boarding compensation relieves the Carrier from any further liability caused by its failure to honor the passenger's original confirmed reservation.
- e) Passengers denied boarding involuntarily are not entitled to denied boarding compensation if:
  - 1. The passenger does not fully comply with the Contract of Carriage regarding ticketing, reconfirmation, check-in, acceptability for transportation.
  - 2. The flight for which the passenger holds a confirmed reservation is unable to accommodate that passenger because of substitution of equipment of lesser capacity when required by operational or safety reasons.
  - 3. The passenger is offered accommodation at a lower fare charged shall be entitled to an appropriate refund.
  - 4. The passenger voluntarily relinquishes his or her confirmed reservation in exchange for compensation offered by carrier.

#### **4. Other Carriers (OA) & Services Provided by Third Party.**

interCaribbean will not accept liability for those parts of a journey performed by another carrier(s) unless the ticket is issued by interCaribbean Airways, on ticket stock commencing with **653**, with the **JY** designation.

If a passenger makes arrangements with third parties for the provision of additional services (for example, ground transfer, hotel accommodation, or car rental) we shall have no liability to passenger in connection with such services.

#### **5. Delay Notification to Passengers.**

interCaribbean will notify passengers of the following known delay, cancellation or diversion of sixty (60) minutes or more. Notification will be given in any of the following forms;

- a) Via interCaribbean.com
- b) Telephone (voice, text or WhatsApp)
- c) Flight Information Display (FIDS)
- d) Airport Announcements
- e) Onboard Announcements
- f) Emails

#### **6. Cancellations**

- a) A passenger whose flight is cancelled by interCaribbean, will receive as the following option;
- b) Full Refund or re-accommodation on the next available flight at no additional fare cost.

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- c) A passenger can request full refund on a totally unused ticket, or partial refund for the portion of trip cancelled.
- d) In the case of a cancellation due to a controllable irregularity, where alternate transportation is provided for departure within four (4) hours of scheduled departure;
- e) Passengers are entitled to a Fifty Dollars percent (50%) Cacique credit for affected route and rebook on the next interCaribbean flight.
- f) Flight cancelled after scheduled departure;
- g) Passengers are entitled to One Hundred percent (100%) Cacique credit, for the affected route and rebook on the next interCaribbean flight.

### 7. Departure Delay

In the case of a Departure Delay, that is caused by Controllable Irregularity, passenger will receive the following;

- a) Flight delay between 3 hours and 4 hours, after schedule departure time, passengers are entitled to a Fifty percent (50%) Cacique credit for affected route
- b) Flight delay between 5 hours and 6 hours, after schedule departure time, passengers are entitled to One Hundred percent (100%) Cacique credit, for the affected route
- c) Flight delay for more than 6 hours, after schedule departure time, passengers are entitled to Two Hundred percent (200%) Cacique credit, for the affected route.

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