



**HAWAII ISLAND AIR, dba ISLAND AIR**  
**CONTRACT OF CARRIAGE**

TABLE OF CONTENTS

|  | <b><u>RULE</u></b> | <b><u>PAGE</u></b> |
|--|--------------------|--------------------|
| Acceptance of Children/Minors and Infants          | 50                 | 9                  |
| Animals  | 200                | 27                 |
| Application of Fares                               | 150                | 18                 |
| Application of Tariff                              | 1                  | 1                  |
| Baggage  | 190                | 20                 |
| Baggage Liability                                  | 230                | 32                 |
| Cabin Seat Baggage                                 | 215                | 30                 |
| Cancellation of Reservations                       | 135                | 17                 |
| Capacity Limitations                               | 20                 | 7                  |
| Checked and Cabin Baggage                          | 205                | 28                 |
| Circle-Trip Fares                                  | 175                | 19                 |
| Claims   | 95                 | 12                 |
| Confirmation of Reservations                       | 115                | 17                 |
| Currency   | 160                | 19                 |
| Definitions  | 5                  | 3                  |
| Denied Boarding Compensation                       | 245                | 38                 |
| Electronic Surveillance                            | 40                 | 9                  |
| Excess Baggage Charges                             | 225                | 31                 |
| Flight Delays/Cancellations (Confirmed Passengers) | 240                | 34                 |
| Foreign Currency Refunds                           | 275                | 49                 |
| Free Baggage Allowance                             | 220                | 30                 |
| Involuntary Refunds                                | 260                | 46                 |
| Issuance of Ticket Stock                           | 110                | 16                 |
| Miscellaneous                                      | 25                 | 7                  |
| Oxygen Service & Medical Equipment                 | 90                 | 12                 |
| Passports and Visas                                | 10                 | 6                  |
| Prepaid Ticket Advice Charges                      | 390                | 49                 |
| Refusal to Transport                               | 35                 | 8                  |
| Rerouting  | 255                | 44                 |
| Round-trip Fares                                   | 170                | 19                 |
| Routings   | 185                | 20                 |
| Special Items                                      | 195                | 21                 |
| Special Assistance Passengers                      | 30                 | 8                  |
| Stopovers  | 180                | 19                 |
| Surcharges   | 395                | 50                 |
| Tickets  | 100                | 14                 |
| Ticket Validity                                    | 105                | 14                 |
| Trained Dogs in The Passenger Cabin                | 55                 | 11                 |
| Voluntary Refunds                                  | 270                | 47                 |

## **RULE 1 - APPLICATION OF TARIFF**

- A) Rules in this tariff govern the application of all fares and charges published in the domestic Fares Rules/North American Passenger Tariff unless exceptions are expressly stated in those tariffs. These rules constitute the conditions upon which WP transports and are expressly agreed to by the passenger as if included as conditions in the contract of carriage.
- B) International transportation is subject to the rules relating to liability 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. Any provisions of these rules which is inconsistent with any provision of the Convention will be inapplicable to international transportation.
- C) Changes in Rules, Fare, and Charges  
Except as otherwise provided within specific fare rules, transportation is subject to the rules, fares, and charges in effect on the date on which the ticket is issued. "Write Your Own" type tickets which are billed to the passenger only after use are considered to be issued on the date of use. Purchase of a Prepaid Ticket Advice (PTA) constitutes purchase and issuance of a ticket for the purpose of this rule provided the PTA is purchased in accordance with the reservation and purchase requirements which apply to the fare. All provisions within this rule applicable to tickets apply to PTAs.
- 1) If an increase in the fares or charges becomes effective before the ticket has been issued, the full amount of the increase will be collected from the passenger.
  - 2) No increase will be collected in cases where the ticket has been issued before the effective date of a fare or charge increase provided:
    - a) That the ticket was issued and confirmed for a specific flight at the fare in effect on the date of ticket issuance (determined by the validation stamped or imprinted on the ticket).
    - b) That the originating flight shown on the ticket is not voluntarily changed at the passenger's request subsequent to the effective date of any increase in the applicable fare. These provisions apply whether or not such increase results from a change in fare level, change in conditions governing the fare, or a cancellation of the fare itself.
  - 3) For Non-Refundable Fares: If, after a nonrefundable ticket has been issued and before any portion thereof has been used, either a decrease in the fares or charges applicable to the transportation shown on the ticket becomes effective or a new fare for which the passenger can now qualify or would have qualified for is added between the points shown on the ticket, WP will issue the full amount of the difference in fares in the form of a nonrefundable miscellaneous charge order (MCO) provided that:
    - a) There is no change in origin/ destination/ stopover point(s) /flight(s)/ date(s) shown on the original ticket or on any ticket issued in exchange for the original ticket.

- b) Subsequent to the decrease in fares or charges or the addition of a new fare, all conditions of the decreased fares or charges or the new fare are, or were originally met, including booking code and any advance reservations/ticketing requirements. Current availability of seats must exist in the booking code of the new or decreased fare.
- c) The new or changed fare is not an off-tariff promotional or unpublished fare, including without limitation:
  - 1. A wholesale fare
  - 2. A fare available only at IslandAir.com or another internet travel site
  - 3. A fare offered for a limited time

For MCO is valid for one year from date of issue and may be used as a payment for air travel or travel-related services on WP only. Partially used MCOs have no residual value. The endorsement box of any ticket issued in exchange for the MCO referred to above must contain a nonrefundable amount (including taxes and surcharges) equal to the greater of the service charge applicable to the fare on the ticket or of the value of the MCO that was applied to the ticket.

- 4) For Refundable Fares: If, after a refundable ticket has been issued and before any portion thereof has been used, either a decrease in the fares or charges applicable to the transportation shown on the ticket becomes effective or a new fare for which the passenger can now qualify or would have qualified for is added between the points shown on the ticket, the full amount of the difference in fares will be refunded provided that:
  - a) There is no change in origin/ destination/ stopover point(s)/ flight(s)/ date(s) shown on the original ticket or on any ticket issued in exchange for the original ticket.
  - b) Subsequent to the decrease in fares or charges or the addition of a new fare, all conditions of the decreased fares or charges or the new fare are, or were originally met, including booking code and any advance reservations/ticketing requirements. Current availability of seats must exist in the booking code of the new or deceased fare.
  - c) The new or changed fare is not an off-tariff promotional or unpublished fare, including without limitation:
    - 1. A wholesale fare
    - 2. A fare available only at islandAir.com or other internet travel site
    - 3. A fare offered for a limited time

D) Reference to tariffs, pages, rules, items and notes are continuous and include revisions, supplements thereto and reissues thereof.

E) WP will be responsible for the furnishing of transportation only over its own lines. When WP undertakes to issue a ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier (whether or not such transportation is part of a through service), WP will act only as agent for the other carrier and will assume no responsibility for the acts or omissions of such other carrier.

- F) 1) No agent, servant or representative of WP has authority to alter, modify or waive any provisions of the contract of carriage or of this tariff.  
 2) No employee of WP has authority to alter/modify/waive any provisions of the contract of carriage or of this tariff unless authorized by a corporate officer of WP. WP appointed agents and representatives are only authorized to sell tickets for air transportation pursuant to the approved fares, rules and regulations of WP. This rule supersedes any conflicting provision contained in the contract of carriage.
- G) Fares apply for travel only between the points for which they are published. Tickets may not be issued at fare(s) published to and/or from a more distant point(s) than the points being traveled, even when issuance of such tickets would produce a lower fare.

## **RULE 5 – DEFINITIONS**

As used in these tariffs unless otherwise defined in a specific fares rule:

**Active Duty U.S. military Personnel** - See U.S. Military Personnel.

### **Add-Ons**

An amount published for use only in combination with other fares for the construction of through international fares.

**Animals**, in addition to the usual connotation, include reptiles, birds, poultry and fish.

**Applicable Adult Fare** means the fare which would be applicable to an adult for the transportation to be used except those special fares which would be applicable due to the adults' status (such as military fares, senior citizen fares, etc.).

**Applicable Full Fare** means the full adult fare for the class of service designated in the carrier's Official General Schedule for the aircraft, or compartment of the aircraft used by the passenger.

**Carrier** means any air carrier shown as a participant in this tariff.

**Circle Trip** means any trip, the ultimate destination of which is the point of origin, but which includes a stop at at least one other point, and which is not made via the same routing/carrier in both directions.

### **Examples of Circle Trips:**

Example 1: Point 1 to Point 2 on Airline A  
 Point 2 to Point 1 on Airline B

Example 2: Point 1 to Point 2 to Point 3 on airline A

Example 3: Point 1 to Point 2 on airline A (first class)  
 Point 2 to Point 1 on Airline A or Any other Airline (coach)

**Co-Terminal** means 2 or more relatively adjacent airports, which for the purpose of these fares, will be considered the same point.

**Continental United States** means the District of Columbia and all states of the United States other than Alaska and Hawaii.

**Contractor** means any person who has entered into a contract with a carrier for the purchase of seats for resale to the general public.

**Days** – Full calendar days, including Sun./legal holidays; provided that for the purposes of notification the balance of the days 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.

**Dependent** – Unless otherwise indicated, dependents means spouse and children of military personnel/U.S. embassy personnel stationed overseas, wholly dependent upon such personnel for their livelihood.

**DOT Hazardous Materials Regulations** means the Hazardous Materials Regulations issued by the Materials Transportation Bureau of the Department of Transportation in Title 49 of the Code of Federal Regulations, Parts 171 through 177 (49 CFR 171-177).

**Flight Coupon** – A portion of the passenger's ticket that indicates particular places between which the coupon is good for carriage.

**Government Transport Request** – (GTR) is a form used for ticket payment and travel authorization for passengers traveling on official business for the federal government by the U.S.

**Group** is defined as the minimum number of passengers specified in conjunction with the fare as provided for in the applicable fare rules. Less than the minimum number of passenger may not travel at group fares, even upon payment of the minimum number of fares, unless specifically permitted in a given fares rule.

**Group Organizer** - Any person engaged in organizing groups and/or responsible for the travel arrangements of the group under the terms and conditions of the applicable rule in this tariff, except that an air carrier shall not act as a group organizer.

**GTR** – See Government Transport Request.

**Handicapped Individual** – Any individual who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities.

**Immediate Family** - Spouse, children, sons-in-law, daughters-in-law, grandchildren, brothers, sisters, brothers-in-law, sisters-in-law, parents, fathers-in-law, mothers-in-law, and grandparents.

**Interlining** – Utilizing the services of more than one carrier in connection with a particular fare.

**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, whichever may be applicable to the transportation hereunder, and to which the said Convention applies.

**Maximum Outside Linear Dimensions** means the sum of the greatest outside length, plus the greatest outside width, plus the greatest outside height.

**MCO** – see Miscellaneous Charges Order.

**Micronesia** – The area comprised of Caroline Islands, Guam, Johnston Island, Mariana Islands, Marshall Islands, Palau Island, Ponape, Saipan, Trak and Yap.

**Military Agencies** means departments of the Army, Navy, and Air Force; the Marine Corps; the Coast Guard; the respective academies of the Army, Navy, Air Force, and Coast Guard; and the National Guard. The Reserve Officer Training Corps is not included.

**Military Passenger** means military personnel of the U.S. military agencies who are on active duty status or who have been discharged from active military service within seven days of the date of travel.

**Miscellaneous Charges Order** means a document issued by a carrier or its agents requesting issue of an appropriate passenger ticket and baggage check, or provision of services to the person named in such document.

**Open-Jaw Trip** means any trip which is essentially of a round-trip/circle-trip nature, except that the outward point of departure and the inward point of arrival/the outward point of arrival, and inward point of departure are not the same. In a double open-jaw trip, both outward and inward points of arrival and departure are not the same.

**Example of Open-Jaw Trip:**

Example 1: point 1 to point 2 to Point 3

**Outward Destination** means that stopover point on the passenger's itinerary which is furthest from the passenger's point of origin.

**Portion** – The space between 2 consecutive scheduled stops on any given flight; also referred to as a leg.

**PTA** – see Prepaid Ticket Advice.

**Prepaid Ticket Advice** means the notification between offices of a carrier or between carriers that a person in one location has purchased and requested issuance of prepaid transportation to another person in another location.

**Qualified Handicapped Individual** – A handicapped individual who obtains a ticket, comes to the airport for a flight, and meets non discriminatory contract of carriage requirements that apply to all passengers.

**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 any trip, the ultimate destination of which is the point of origin, and which is via the same routing in both directions.

**Routing** means the carrier(s) and/or the cities and/or class of service and/or type of aircraft (Jet or Propeller) via which transportation is provided between two points.

**Sector** – The portion of travel between 2 fare break points as determined in the fare construction. Sectors are made up of one or more segments of legs.

**Segment** – That part of a journey from a passenger's boarding point to a deplaning point. Each flight coupon represents a segment of a trip.

**Standby passengers** means passengers who will be enplaned on a flight subject to availability of space at departure time and only after all passengers having reservations for such flight, and all passengers without reservations, but paying fares other than adult standby fares, have been enplaned on such flight.

**Stopover** means a deliberate interruption of a journey by the passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination. Unless otherwise noted, stopover will occur when a passenger arrives at a point and fails to depart from such point on:

- a) The first flight on which space is available, or
- b) The flight that will provide for the passenger's earliest arrival at intermediate or junction transfer point(s) or destination point, via the carrier and class of service as shown on the passenger's ticket, provided however, that in no event will a stopover occur when the passenger departs from the intermediate/junction point on a flight shown in the carrier's official general schedule as departing within four hours after arrival at such point.

**Tour Conductor** is a person at least 18yrs old, who is in charge of and guides a group for the duration of a tour.

**Transit Point** – Any stop at an intermediate point on the route to be traveled (whether or not a change of planes is made) which does not fall within the definition of a stopover.

**United States/United States of America/U.S.** means the 50 federated states and the District of Columbia, Puerto Rico, the Virgin Islands, American Samoa, The Canal Zone, Guam, Midway, and Wake Islands.

**United States Department of Defense** means the U.S. Departments of the Army, Navy, and Air Force, and the U.S. Marine Corps.

**U.S. Armed Forces/U.S. Military Agencies** means the Department of the Army, Navy, Air Force, Marine Corps, and Coast Guard of the United States of America; the respective academies of the Army, Navy, Air Force and Coast Guard, and does not include the National Guard Bureau or the Reserve Officer Training Corps, or members of the reserves not holding a valid Duty Armed Forces of the United States green identification card.

**U.S Military Personnel** – Unless otherwise indicated, refers only to active duty military personnel, and means:

- 1) Military personnel of the United States military agencies holding valid active duty armed forces of the United States green identification card, on active duty status and traveling on authorized furlough, leave or pass.
- 2) Military personnel dos not include personnel on temporary duty orders traveling to or from their temporary duty station.

**Waitlist** means a list, established by an airline, or passengers who are either seeking space on a flight that is sold out, or traveling on a standby basis/standby fare that does not permit boarding a particular flight until all passengers with confirmed reservations have been boarded.

## **RULE 10 - PASSPORTS AND VISAS**

- A) Each passenger desiring transportation across any international boundary is responsible for obtaining all necessary travel documents and for complying with the laws of each country from, through or to which he/she desires transportation; and unless applicable laws provide otherwise, will reimburse WP for any loss, damage, or expense suffered or incurred by such carrier by reason of such passenger's failure to do so. WP is not liable for any aid/information given by any agent/employee of the carrier to any passenger in connection with obtaining such documents or complying with such laws, or for the consequences to any passenger resulting from his/her failure to obtain such documents or to comply with such laws.

- B) Subject to applicable laws and regulations, the passenger must pay the applicable fare whenever the carrier, on Government order, is required to return a passenger to his/her point of origin or elsewhere due to the passenger's inadmissibility into/deportation from a country, whether of transit, or of destination. The fare will be the applicable fare in effect at the time of original ticket issuance. Any difference between the applicable fare and the fare paid will be collected from/refunded to the passenger, as the case may be. The carrier will apply to the payment of such fares, any funds paid by the passenger for unused carriage, or any funds of the passenger in possession of the carrier. The fare collected for carriage to the point of refusal/deportation will not be refunded by the carrier unless the law of such country requires that the fare be refunded.

#### **RULE 20 - CAPACITY LIMITATIONS**

The number of seats which the carrier shall make available at fares governed by this rule on any given flight will be determined by the carrier's best judgment as to the anticipated total passenger load factor on each flight and fares will not necessarily be made available on all flights. A ticketed passenger, upon request, may inquire if the flight on which they are holding a reservation is overbooked. An airline employee responsible for such information in their day to day work activities will respond accordingly.

#### **RULE 25 - MISCELLANEOUS**

A) Aircraft Configuration

Average seat size and pitch on the following equipment are:

Dash 8-100

Seat Size: Coach: 18in.

Pitch: Coach: 31in.

B) Code Share Partners

All code share partners present and future will be trained on the Island Air Customer Always First program. Annual audit will be conducted to review compliance.

C) Customer Relations

Customer Relations Department will respond to customer concerns within 60 days of receipt.

D) Customer Always First Commitment

Information on the Island Air Customer Always First program may be obtained at all Airport and City ticket offices.

### **RULE 30 - SPECIAL ASSISTANCE PASSENGERS**

- A) Island Air is in compliance with the United States Department of Transportation 14CFR Part 382 “Nondiscrimination on the Basis of Disability in Air Travel.”
- B) Annual recurrent training is maintained for each Complaint Resolution Officer,
- C) Full text of the 14CFR Part 382 is available for review at each airport check in location in the Documents, Procedures, Rules and Regulations Manual.

### **RULE 35 - REFUSAL TO TRANSPORT**

WP will refuse to transport or will remove at any point, any passenger:

- A) Government Request Or Regulations – Whenever such action is necessary to comply with any government regulation, or with any governmental request for emergency transportation in connection with the national defense, or whenever necessary or advisable by reason of weather or other conditions beyond its control (including, but without limitation, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities, or disturbances) actual, threatened or reported.
- B) Search Of Passenger Or Property – Who refuses to permit search of his/her person or property for explosives or a concealed, deadly, or dangerous weapon/article.
- C) Proof Of Identity – Who refuses on request to produce identification.  

NOTE: The carrier has the right, but is not obligated, to require identification of persons purchasing tickets and/or presenting a ticket(s) to board an aircraft.
- D) Across International Boundaries – Who is traveling across any international boundary if:
  - 1) The passenger’s travel documents are not in order;
  - 2) The passenger’s embarkation from, transit through, or entry into, the country would be unlawful;
  - 3) The passenger fails or refuses to comply with the rules and regulations of the carrier.
- E) Comfort And Safety  
In the following categories refusal to transport or removal may be necessary for the comfort and safety of all passengers:
  - 1) Persons whose conduct is disorderly, abusive or violent
  - 2) Persons who are unable to sit in the seat with the seatbelt fastened.
  - 3) Persons who appear to be intoxicated or under the influence of illicit drugs.
  - 4) Persons who are known to have a contagious disease that is transmissible to other passengers during the normal course of the flight.
  - 5) Persons who wear or have on or about their persons concealed or unconcealed deadly or dangerous weapons; provided, however, that WP will carry passengers who meet the qualifications and conditions established in F.A.R. 121.585.

- 6) Manacled persons in custody of law enforcement personnel or persons who have resisted or may be believed to be capable or resisting escorts.
- 7) Island Air may refuse transportation to any passenger on the basis of safety, and may refuse to provide transportation to any passenger whose carriage would violate Federal Aviation Regulations.
- 8) Persons who are not fully attired:
  - a) Clothing must cover the upper part of the torso, such as tank or halter top.
  - b) Clothing must cover the lower part of the torso, such as shorts or pants. Swimming attire (bikini or bathing suit) is not acceptable.
  - c) For safety reasons, footwear must be worn.

F) ATTENDANTS

Island Air will require that a qualified handicapped individual, meeting any of the following criteria, travel with an attendant as a condition of being provided air transportation on the grounds of safety.

- 1) A person who, because of a mental disability, is unable to comprehend or respond appropriately to safety related instructions.
- 2) A person with mobility impairment so severe that the person is unable to assist in his or her own evacuation of the aircraft.
- 3) A person who has both severe hearing and severe vision impairments, and cannot establish some means of communication with carrier personnel adequate to permit their receiving the required safety briefing.
- 4) Island Air is unable to accommodate passengers who require an incubator, a respirator, or transportation on a stretcher.

G) MEDICAL CERTIFICATES

Island Air will require a medical certificate dated within ten days of the date of the flight for which it is presented for the following:

- 1) Passengers requiring oxygen in flight. (Reference Rule 90, Oxygen Service)
- 2) Passengers whose medical condition is such that there is reasonable doubt that the individual can complete the flight safely without requiring extraordinary medical assistance.
- 3) The passenger has a communicable disease or infection which can be transmitted to other passengers during the normal course of the flight.

**RULE 40 - ELECTRONIC SURVEILLANCE**

Passengers and their baggage are subject to inspection with an electronic detector with or without the passenger's consent or knowledge.

**RULE 50 - ACCEPTANCE OF CHILDREN**

- A) ACCOMPANIED Children less than 12 yrs old are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least 12 yrs old.

- 1) **Accompanied Children less than 2 yrs old**  
For one child less than 2 yrs old, accompanied by an adult fare-paying passenger and not occupying a seat, there is no charge. Infants occupying a seat will pay the applicable adult fare when traveling within the state of Hawaii. A maximum of one infant is permitted for each fare-paying adult. The child must be placed in an approved infant safety seat.
- 2) Island Air reserves the right to request proof of age at anytime. If passenger is unable to provide proof of age, WP will charge the applicable fare and require the child to occupy a seat.

B) UNACCOMPANIED

- 1) Unaccompanied children 5 through 11 yrs of age must be brought to the airport of departure by a parent or responsible adult who remains with the child until enplaned and who must furnish WP with satisfactory evidence that the child will be met by another parent, or responsible adult upon deplaning at child's destination. Unaccompanied children are given first priority when boarding and deplaning the aircraft.
  - a) Names and phone numbers must be provided of the aforementioned adults and on the child's reservations record and their identification must be presented upon check-in and at the child's destination pick-up point.
  - b) Island Air recommends that unaccompanied children be checked in for their flight at least 60 minutes before departure.
  - c) Unaccompanied children will not be accepted for online inter-island, or any interline connecting flights which are the last flight of the day scheduled to depart from the connecting point to the child's next stopover or connecting point.
- 2) Under 5 yrs old: Not accepted under any conditions.
- 3) 5 – 7 yrs old: Accepted for online transportation only. The child will not be accepted if the flight on which the child holds a reservation is expected to terminate short of or bypass the child's destination.
- 4) 8 – 11 yrs old: Accepted for online or interline transportation provided space has been confirmed to the first point of stopover, or to final destination where the child will be met by a parent or responsible adult upon deplaning.
- 5) 12 – 17 yrs old: Accepted without restrictions.
- 6) Surcharge - Escort Service
  - a) 5 - 11 years old for transportation wholly within the State of Hawaii: USD 25.00 one way for non-stop/direct service (No change in aircraft). If two or more children are traveling together, only one surcharge will be assessed.
  - b) 5 – 11 years old or older for transportation on Island Air (WP) and connecting to another carrier: USD 50.00.
  - c) For the purpose of this rule, escort service means that WP will provide supervision for the passenger from the time of boarding until the child is met at the stopover point or destination.
- 7) Unaccompanied children are not accepted when an online flight is the last flight of the day.

C. FARE

The fare applicable to the transportation of children will be determined in accordance with Rule 8000 (Children's Fares) in the North American Passenger Tariff.

Note 1: (Applicable to unaccompanied children 5 – 7 years old only). In addition to the fare in Rule 8000, there will be a USD 50.00 surcharge for escort service when the trip consists of one or more connections between the child's boarding point and point of stopover or destination. If two or more children are traveling together, only one surcharge will be assessed. WP will not accept unaccompanied children under the age of 8 for a flight connection to another carrier.

Note 2: (Applicable to unaccompanied children 8 – 11 years old only). In addition to the fare in Rule 8000, there will be a USD 50.00 surcharge for escort service when the trip consists of one or more connections between the child's boarding point and point of stopover or destination. If two or more children are traveling together, only one surcharge will be assessed. The surcharge also applies if the only connection being made is from a WP flight to the flight of another carrier.

Note 3: (Applicable to unaccompanied children 12 – 17 years old only). In addition to the applicable adult fare, escort service may be requested for passengers 12-17 years old who are making a connection enroute for a surcharge of USD 50.00. This also applies if the connection is being made from a WP flight to the flight of another carrier.

Note 4: For the purpose of this rule, escort service means that WP will provide supervision for the child from the time of boarding until the child is met at the stopover point or destination.

D) RESPONSIBILITES OF CARRIER

No carrier will assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

**RULE 55 - TRAINED DOGS IN THE PASSENGER CABIN**

A) WP accepts for transportation, without charge, a properly harnessed dog trained to lead the blind when it accompanies a passenger with impaired vision dependent upon such dog. The dog will be permitted to accompany the passenger into the cabin, but not to occupy a seat.

B) WP accepts for transportation, without charge, a properly harnessed dog trained to assist the deaf when it accompanies a passenger with impaired hearing dependent upon such dog. The dog will be permitted to accompany the passenger in the cabin, but not to occupy a seat.

C) WP accepts for transportation, without charge, any properly harnessed dog trained in explosive or drug detection, search and rescue or other official government business when accompanied by a government official or rescue team member. The dog will be permitted to accompany such passenger in the cabin, but will not be permitted to occupy a seat.

- D) Passengers accompanied by a dog in the passenger cabin may not be seated in the emergency exit row.

### **RULE 90 - OXYGEN SERVICE AND MEDICAL EQUIPMENT**

- A) Passengers requiring oxygen in-flight must:
- 1) Provide 48 hours notice to WP that in-flight oxygen is needed and check-in at least (1) hour prior to flight departure.
  - 2) Provide a medical certificate from the passenger's physician certifying:
    - a) the need for oxygen in-flight
    - b) whether any special conditions or attendants are required
    - c) the maximum oxygen usage per hour and the flow rate in liters per minute
- B) Passenger-provided Portable Oxygen Concentrators (POCs) approved by the Federal Aviation Administration (FAA) may be carried and used on board WP flights, at no charge, in accordance with specific FAA requirements.
- 1) The passenger must:
    - a) Check [www.islandair.com](http://www.islandair.com) for a list of approved POCs.
    - b) Ensure he/she has ample batteries to power the POC for the duration of the flight including time at the gate and any unanticipated delays.
    - c) Ensure all batteries are packaged adequately in original packaging or strong non-conductive fiber box. Batteries must be insulated to prevent metal-to-metal contact, short circuit, or other damage.
    - d) Failure to meet the requirements may result in denied use of the POC in-flight. It is the sole responsibility of the passenger to advise WP directly once reservation is confirmed, regardless whether the reservation was made through a travel agent, or other entity, in order to confirm specific requirement and to provide WP with the required information.
- C) WP also provides in-flight oxygen service for those passengers requiring oxygen but do not have their own POC. A one-way service fee of USD 100 per ticketed passenger, per bottle will apply.

### **RULE 95 - CLAIMS**

- A) TIME LIMITATIONS – No action will be maintained for any loss of, damage to, or delay in the delivery of, any property or baggage, or on any other claim (excepting personal injury or death), in connection with transportation of, or failure to transport any passenger, property or baggage unless notice of the claim is presented in writing to a WP office within 45 days after the alleged occurrence. The action must be commenced within 2 years after such alleged occurrence. Any written notification received by the carrier within 45 days which informs the carrier of the nature of the claim is sufficient to meet the requirements for timely notice. Failure to give the above notice will not be a bar if the claimant can show good cause for his/her failure to bring claim within 45 days.

- B) PRELIMINARY NOTICE – In the case of allegedly missing, delayed or damaged baggage, the provisions in A) will apply, except that preliminary notice of loss, delay or damage must be submitted to the carrier, in writing, within 4 hours after arrival of the flight on which the loss, delay or damage is alleged to have occurred. If the claimant fails to give notice within the given time limits, no action will lie against the carrier unless the claimant establishes to the satisfaction of the carrier that he/she was unable to give such notice.
- C) OVERCHARGES – In addition to the requirements in paragraph A) above, no claims for overcharge will be valid and no action will be maintained thereon more than 2 years after the date of sale of the ticket, unless such claim or action is accompanied by the passenger coupon portion of the ticket.
- D) The carrier will avail itself of the limitation of liability provided in the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw October 12, 1929, or provided in the said Convention as amended by the Protocol, signed at the Hague September 28, 1955. However, in accordance with Article 22 (1) of said Convention as amended by said Protocol, the carrier agrees that, as to all international transportation by the carrier as defined in the said Convention, or said Convention as amended by said Protocol which, according to the contract of carriage includes as a point in the United States of America a point of origin, point of destination, or agreed stopping place:
- 1) The limit of liability of each passenger for death, wounding, or other bodily injury will be the sum of USD 75,000.00 inclusive of legal fees and costs, except that, in case of a claim brought in a state where provision is made for separate award of legal fees and costs, the limit will be the sum of 58,000.00 exclusive of legal fees and costs.
  - 2) The carrier will not, with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20 (I) of said Convention or said Convention as amended by said Protocol.

Nothing herein will be deemed to affect the rights and liabilities of the carrier with regard to any claim brought by, on behalf of, or in respect any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger.

NOTE: Except to the extent provided in Rule 95 D), rules affecting 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.

## **RULE 100 - TICKETS**

- A) No person will be entitled to transportation except upon presentation of a valid ticket. Such ticket entitles the passenger to transportation only between point of origin and destination, and via the routing designated thereon.
- B) Flight coupons will be honored only in the order in which they are issued, and only if all unused flight coupons and passenger coupons are presented together.
- C) A ticket which has not been validated, or which has been altered, mutilated or improperly issued, is not valid.
- D) Tickets are not transferable, but WP is not liable to the owner of a ticket for honoring or refunding the ticket when presented by another person.
- E) Tickets may be purchased on credit, installment, or time payment plans in effect.
- F) The carrier will impose a service charge of USD 10.00 per coupon for copies of tickets previously used for on-line transportation.
- G) **Passengers Occupying Two Seats**
  - 1) Upon request, or if determined by WP, and given availability, a passenger will be permitted to the exclusive use of two seats subject to the payment of two applicable fares for the points between which the two seats will be used. A ticket will be issued for each seat and the normal baggage allowances will apply in connection with each such ticket presented to WP.

## **RULE 105 - TICKET VALIDITY**

For the purpose of this rule the term “immediate family” means spouse, children, grandchildren, parents, brothers, sisters, daughters/sons-in-law, fathers/mothers-in-law, and grandparents.

- A) **PERIOD OF VALIDITY**

Except as provided in paragraph C) 1) below, a ticket will be valid for transportation for one year from the date on which transportation commences at the point of origin as designated on the original ticket or, if no portion of the ticket is used, from the date of issuance of the original ticket. Passenger must cancel ticketed flight reservation on/before departure date otherwise rebooking is not permitted and ticket has no value.

**EXCEPTION:** Except as provided in paragraphs B) and C) below, a ticket issued on WP ticket stock will be valid for transportation for one year from the date of issuance of the original ticket. The term “WP Ticket Stock” means tickets printed or imprinted with the WP carrier code (347) as part of the ticket serial number.

B) EXTENSION OF VALIDITY

- 1) If the passenger is prevented from using the ticket, or a portion of the ticket, during the period of validity specified in paragraph A) above, or the period of validity applicable to an excursion or special fare, due to lack of space or flight cancellation, the ticket will remain valid until space can be provided on a schedule comparable to that which the passenger had requested.
- 2) If the passenger is unable to commence or continue travel due to personal illness, physical incapacity, or the illness or physical incapacity of a member of the passenger's immediate family, or of an associate with whom he/she is traveling, the carrier will extend the period of validity beyond the original limit not to exceed 30 days. The illness or incapacity must be certified in writing by a physician, specifying that the passenger is prevented from completing the journey before the expiration of the original time limit because of such circumstances. The certificate must be surrendered to the carrier, and the ticket and all coupons affected must be endorsed by the agent to indicate that an extension has been granted.

C) SPECIAL PROVISIONS

The provisions below apply to fares that are subject to group travel requirements and/or reservations or ticketing time limitations and/or minimum or maximum stay requirements.

- 1) Period of Validity  
When a ticket includes an excursion or special fare having a shorter period of validity than one year, the shorter period of validity applies only to the excursion or special fare transportation.
- 2) Extension of Validity  
See provisions in paragraph B) above.
- 3) Waiver of Special Fare Restrictions
  - a) When a passenger traveling at an excursion or special fare is prevented from traveling in accordance with the terms of the applicable tariff due to the passenger's illness, injury, or physical incapacity; or due to the death, illness, injury, or physical incapacity of a member of the passenger's immediate family, the passenger will be permitted to travel according to the provisions below. (See paragraph b below.)
    - i) When Transportation has not Commenced from Point of Origin
      - aa) When traveling at a fare requiring travel as part of a group, the passenger will be permitted to travel with a subsequent group traveling on the same type of fare (governed by the same rule as the fare on which the passenger was originally ticketed), without regard to any minimum reservations or ticketing limit, but will not be permitted to commence travel individually unless in accordance with the applicable tariff.

- bb) When traveling at a fare that permits individual travel, the passenger will be permitted to commence travel on a subsequent flight without regard to any minimum reservation, ticketing limit, or maximum passenger limitation.

NOTE: Travel will not be permitted on a day or at a time when the fare is not applicable for travel, nor will travel be permitted to commence at a fare that has expired. When necessary, the appropriate difference in fare will be collected from or refunded to the passenger.

ii) When Transportation has Commenced from Point of Origin

The passenger will be permitted to return to the final destination on an earlier or later flight, as necessary, without regard to group travel requirements or any minimum reservations or ticketing limit.

- b) Travel permitted in accordance with the provisions in paragraphs a) i) and ii) above is also subject to the following provisions:

i) The passenger will be accommodated in the class of service originally ticketed.

ii) If the circumstances require the passenger to stop over at an intermediate point named on the routing applicable to the fare paid by the passenger, one stopover will be permitted at no additional cost.

iii) The passenger must submit to the carrier, a physician's certificate stating the circumstances which necessitate travel under this provision. In the case of death of a member of the passenger's immediate family, a copy of the death certificate shall be presented to the carrier.

iv) If the medical certificate or death certificate is not available at the time the passenger is to travel, or, if the carrier has reason to doubt the validity of such certificate, the passenger will be accommodated upon payment of the fare applicable to transportation actually used, and a request for refund may be filed with the carrier. Upon receipt of the claim form and all supporting documents, and after determining the validity of the claim, the carrier will refund to the passenger, the difference between the total fare paid by the passenger and the amount the passenger would have paid under the provisions of this rule.

v) Any extension of validity or restrictions waived will also apply to members of the immediate travel party who accompany the passenger described in paragraph C) 3) a) above.

### **RULE 110 - ISSUANCE OF TICKET STOCK**

WP will issue to a person, a stock of tickets and validating stamp for the purpose of issuing tickets for transportation, subject to 1) reasonable credit requirements and 2) entering into a written agreement authorizing the issuance of tickets and providing for accounting, reservation, and ticketing procedures and provisions protecting the carrier from loss of misuse of the tickets.

## **RULE 115 - CONFIRMATION OF RESERVATIONS**

A reservation for space on a given flight is valid when the availability and allocation of such space is confirmed by a reservation agent of the carrier, and entered in the carrier's reservation system. Subject to payment of satisfactory credit arrangement, a validated ticket will be issued by the carrier indicating such confirmed space, provided the passenger applies to carrier for such ticket at least 30 minutes before the scheduled departure time of the applicable flight, except that where a group tour operator/group organizer issues a travel voucher in a form acceptable to WP instead of a standard airline ticket form. Such voucher must be issued to each passenger before departure.

Such reservation of space is subject to cancellation by the carrier, without notice, if the passenger does not obtain a validated ticket specifying thereon the confirmed reserved space at least 30 minutes before the scheduled departure time of the applicable flight.

**EXCEPTION 1:** All of the carrier's flights are subject to space planning which could result in the carrier's inability to provide previously confirmed space for a given flight. In that event, the carrier's obligation to the passenger is governed by Rule 245 regulating the payment of denied boarding compensation. The term Space Planning as used in this Rule means the limited acceptance of more confirmed reservations on a given flight than the seating capacity of the aircraft.

**EXCEPTION 2:** Notwithstanding the above, a passenger holding a valid ticket for a confirmed reservation will be considered to have confirmed reserved space whether or not there is a record of the reservation in the carrier's reservation system.

## **RULE 135 - CANCELLATION OF RESERVATIONS**

- A) **WP will cancel** reservations of any passenger whenever such action is necessary to comply with any governmental regulation; or to comply with any governmental request for emergency transportation in connection with the national defense; or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control.
- B) **Failure to occupy space:** If the passenger fails to occupy space which has been reserved for him/her on a flight of the carrier and the carrier fails to receive notice of the cancellation of the reservation before the departure; or if the carrier cancels the reservation of any passenger in accordance with paragraphs of this rule, the carrier may cancel all reservations held by such passenger on the flights of any carrier for continuing or return space.

- C) WP will cancel the reservations of any passenger who fails to present him/herself for check-in at the departure airport ticket lifting point (where WP provides check-in and boarding pass for the passenger's flight) at least 30 minutes before the scheduled departure time on the flight for which the reservation was made, and/or who fails to present him/herself for boarding at the boarding gate at least 15 minutes before such scheduled departure time, provided all passengers have presented themselves at the boarding gate have boarded the aircraft, and the flight is ready for scheduled departure. Passengers who are unable to present themselves for check-in in accordance with the above due to late arrival of an inbound connecting flight (misconnections) will be accommodated according to Rule 240.
- D) WP is not liable when it cancels the reservation of any passenger in accordance with this rule, but:
- 1) If such reservation was cancelled according to paragraph A) of this rule, the carrier will take such action as is provided in Rule 240 (Flight Delays/Cancellations);
  - 2) If such reservation was cancelled according to other paragraphs of this rule, the carrier will refund in accordance with Rule 270 (Voluntary Refunds).

#### **RULE 150 - APPLICATION OF FARES**

- A) Where a local or joint fare is specifically published via the desired routing from point of origin to point of destination, such fare is applicable over such route notwithstanding that it is higher or lower than the combination of intermediate fares via such routing.  
EXCEPTION: A through published fare need not take precedence over the combination of intermediate fares via the same routing provided:
- 1) The sum of the intermediate fares is lower than the through published fare; and
  - 2) All conditions of the intermediate fares are met; and
  - 3) Travel is via the points over which the intermediate fares are combined.
- B) Fares apply for transportation in the types of aircraft and their seating configuration as specified in Aircraft Type and Seating Configuration Tariff No. TS-2, issued by Airline Tariff Publishing Company, for the classes of service and aircraft stated in connection with fares governed by the Domestic Fares Rules and North American Passenger Tariffs.
- C) Unless otherwise provided, flights designated by class(es) of service (for example "First Class", "Coach" or by other classes), type of aircraft (jet or propeller) and flight departure or arrival time, as specified in connection with the application of fares, refer to flights bearing such designations and schedules, flight departure or arrival times, as set forth in the carrier's Official General Schedule.
- D) Fares and charges apply to air transportation between the airport through which the cities named in connection with such fares and charges are served by WP.

- E) Unless otherwise provided, the lowest fare applicable for which the customer is eligible for will be offered at all Airport Ticket Offices, City Ticket Offices and on the telephone reservations system for the date, flight, and class of service. Reservations and fare will be held for 24 hours for which the customer is eligible.

**RULE 160 - CURRENCY** Except as otherwise provided:

All fares and charges between points in the United States are stated in dollars and cents of the lawful currency of the United States.

**RULE 170 - ROUND-TRIP FARES**

When a ticket is purchased before the transportation commences or is reissued according to Rule 255 (Rerouting), the fare applicable to a round trip between 2 points over the lines of one or more carriers will be:

- A) When specifically published via the desired routing, the applicable round-trip fare published by or behalf of such carrier(s).
- B) When not specifically published via the desired routing, the sum of the one-way fares applicable to the respective one-way segments or the sum of the round-trip segment fares if these are published

**RULE 175 - CIRCLE-TRIP FARES**

Except as provided below, when a ticket is purchased before the transportation commences or is reissued according to Rule 255 (Rerouting), the fare applicable to a circle trip via participating carriers or partly via participating carriers and party via other scheduled air carriers and National Air Taxi Conference members will be for the portion of carriage via one or more participating carriers as follows: the sum of 50% of the applicable round-trip fares for the respective sections, constructed from the point of origin via the route of travel that produces the lowest fare for the circle trip for class of service used.

**EXCEPTION:** The provisions of this rule are not applicable when any portion of the circle trip is flown via charter services or military air services.

**RULE 180 - STOPOVERS**

- A) Except as otherwise provided, stopovers at points in Hawaii on transportation between points in Hawaii are permitted only upon payment of the combination of applicable fares, unless the applicable tariff specifically permits stopovers without charge at intermediate points on the applicable routing.

- B) A stopover, as used herein, occurs when a passenger arrives at an intermediate or junction transfer point on a flight of any carrier and fails to depart from such point on the same day on:
- 1) The first flight on which space is available; or
  - 2) The flight that will provide for the passenger's earliest arrival at intermediate or junction transfer point(s) or destination point, via the carrier and class of service as shown on the passenger's ticket.

### **RULE 185 - ROUTINGS**

- A) Each fare applies to transportation via the routings specified in connection with such fare. Any local routing in connection with a fare applicable to transportation over the lines of WP between any 2 points will be included in any routing in connection with any published joint fare which includes transportation over the lines of such carrier between such points, unless expressly excluded from the joint fare routing or routings.
- B) Where more than one local fare applies for the portion of passage via a carrier participating in a joint fare, the joint fare applies via the routings specified in connection with the lowest local fare.
- C) Due to schedule irregularities and a change of gauge becomes necessary to accommodate passengers to their destination, passengers will be advised of such change upon check-in or upon arrival in the through city.

### **RULE 190 - BAGGAGE**

A) **GENERAL CONDITIONS OF ACCEPTANCE**

The carrier will accept for transportation as baggage, such personal property as is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip, subject to the following conditions:

- 1) All baggage is subject to inspection by the carrier; however, the carrier will not be obligated to perform inspection. The carrier will refuse to transport or will remove at any point baggage that the passenger refuses to submit for inspection.
- 2) The carrier has the right to refuse to transport baggage on any flight other than the one carrying the passenger.
- 3) The carrier will refuse to accept property for transportation whose size, weight or character renders it unsuitable for transportation on the particular aircraft which is to transport it; which cannot be accommodated without harming or annoying passengers; or which is not suitably or adequately packaged to withstand ordinary handling, unless the passenger executes a release in the form specified in Rule 195 L).
- 4) WP will not accept baggage or other personal property for storage.

- 5) WP will check baggage which is tendered by the passenger only upon presentation by the passenger of a valid ticket or travel document for transportation over the lines of WP, or over the line of WP and one or more other carriers, subject to the conditions specified below:
- a) Baggage must be checked at the airport and at least 30 minutes in advance of flight departure time. If checked baggage is accepted less than 30 minutes before scheduled departure time, WP will be excluded from liability.
  - b) The passenger's name must appear on the baggage.
  - c) Baggage will not be checked:
    - i) To a point that is not on the passenger's routing
    - ii) Beyond the passenger's next point of stopover or, if there is a stopover, beyond the final destination designated on the ticket.
    - iii) Beyond a point at which the passenger wants to reclaim the baggage or any portion thereof.
    - iv) Beyond the point to which all the applicable charges have been paid
    - v) Beyond a point at which the passenger is to transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the passenger is scheduled to arrive.
    - vi) To a point which is intermediate to the passenger's next point of stopover, or if none, intermediate to the final destination.

B) QUANTITY AND/OR SIZE MAXIMUMS

No article will be accepted for transportation if the maximum outside linear dimensions exceed 80 inches or if the article weighs more than 70 lbs.

EXCEPTION: This provision does not apply to duffel bags, sea bags, or B4 bags (Rule 220); sporting equipment (Rule 195); live animals (Rule 200) or cabin baggage (Rule 215).

C) ACCEPTANCE OF SPECIAL ITEMS AND LIVE ANIMALS

Special items listed in Rule 195 will be accepted by WP in accordance with the additional provisions and/or charges specified in that rule. Live animals will only be accepted in accordance with the additional provisions and/or charges specified in Rule 200.

**RULE 195 - SPECIAL ITEMS**

The following are special items or types of items that will be accepted as baggage by WP subject to the conditions shown. Charges prescribed in this rule are applicable from the point at which the item is accepted to the point to which the item is transported by WP. All special items that are not included in the free baggage allowance will be accepted on a space available basis only. WP is not responsible for ground delivery at point to which space available bags are checked. Excess baggage charges will apply from the point at which baggage is accepted for transportation to the point to which baggage is checked or transported in the passenger compartment.

A) ANIMALS, LIVE – See Rule 200.

B) BASSINETS AND INFANT CARRYING SEATS

An infant's carrying seat will be accepted for transportation in the passenger compartment only if the carrying seat can be stowed beneath the seat or in an approved overhead compartment; or when an additional seat is reserved for the infant, a ticket is purchased, and the bassinet or carrying seat can be properly secured by the seat belt.

- 1) FAA Approved child restraint device
- 2) Seat with label indicating device conforms to all applicable motor vehicle safety standards or conforms to all applicable federal motor vehicle safety standards or shows it is certified for use in motor vehicles or aircraft and, if manufactured outside the U.S.:
  - a) label lists U.S. Government approval; or
  - b) label shows seat was made under United Nations standards.
- 3) Not permitted:
  - a) Booster seats.
  - b) Lap held child restraints (including belly belts)
  - c) Vest or harness type child restraint systems

C) DUFFEL BAGS, B-4 BAGS, AND SEA BAGS - See Rule 220.

D) FIREARMS - See also SPORTING EQUIPMENT below.

- 1) Shooting equipment (to include firearms and archery equipment) must be contained in a stiff, heavy case. They are not acceptable in a soft sided case.
- 2) All firearms require a written declaration, signed by the passenger, indicating that the firearm is unloaded.

E) FRAGILE ITEMS

Upon request, a fragile and/or bulky item will be carried as cabin-seat baggage subject to the provisions in Rule 215.

- 1) (Fragile items (for examples see paragraph (3) below) will be accepted if they are appropriately packaged in an original factory-sealed carton, cardboard mailing tube, or container/case designed for shipping such items, or packed with protective internal material. However, fragile items without appropriate packaging will be accepted upon the execution of a release furnished by the carrier, relieving the carrier of liability for loss/damage of contents, or delay in delivery resulting in damage/loss of checked baggage (of the type identified in paragraph 3) below.). Such loss or damage must result solely from the unsuitability of such items as checked baggage or damage must result solely from the unsuitability of such items as checked baggage and/or the inadequacy of packaging, and not from the carrier's failure to exercise the ordinary standard of care. (See release forms in paragraph 4) below.)

2) Classes and Examples of Fragile and/or Perishable Items

The classes of items listed below are deemed by the carrier to be fragile, perishable, or otherwise unsuitable as checked baggage, and are subject to the conditions of acceptance set forth in paragraphs 1) and 2) above.

- a) Artistic Items  
Vases, figurines, ceramic articles, trophies, paintings, sculpture, and antique furniture.
- b) Chinaware/Ceramics/Pottery (See also Glass)  
Pots, statues, bowl, dishes, glasses, or other containers made of clay hardened by heat, earthenware, crockery, and containers or ornaments made of porcelain or baked clay.
- c) Electronic and Mechanical Items (See also Precision Items)  
Television sets, radios, amplifiers, speakers, tape recorders calculators, typewriters, and dictation equipment.
- d) Garment Bags  
Garment bags and suit/dress covers of light, flimsy plastic or vinyl designed for carrying and not for shipping.
- e) Glass (See also Chinaware/Ceramics/Pottery)  
Terrariums, mirrors, crystal, china and glass containers for liquors, wines, beer, liqueurs, and perfumes.
- f) Household Articles  
Lamps, lamp shades, furniture, and picture frames.
- g) Liquor Cartons  
Liquor Cartons provided for hand carriage by duty-free shops.
- h) Musical Instruments and Equipment  
Musical instruments that are not protected or in carrying cases that are not sufficient to prevent damage when packed with other cargo.
- i) Paper  
Advertising displays, models, sketches, blueprints, and maps.
- j) Perishable Items
  - i) Fresh or frozen foodstuffs such as fruits, vegetables, meats, fish, poultry, and bakery products.
  - ii) Floral and nursery stock such as flower, fruit, and vegetable plants.
  - iii) Cut flowers and foliage such as floral displays.
- k) Photographic/Cinematographic Equipment  
Cameras, lenses, flash bulbs, and projectors.
- l) Precision Items (See also Electronic and Mechanical Items)  
Microscopes, oscilloscopes, meters, counters, and polygraphs.
- m) Recreational and Sporting Goods  
Fishing rods, skin-diving gear, and model airplanes.
- n) Toys  
Dolls, stuffed animals, and dollhouses.
- o) Miscellaneous Items
  - i) Boxes/Sacks/Bags  
Boxes, sacks, and bags (and contents thereof) that do not have sufficient durability, a secure closure, or sufficient protection from damage to the container and its contents.

- ii) Over packed baggage
- iii) Uncrated/Unprotected/Unsuitable Items

Infant strollers, fishing poles, tennis rackets, umbrellas, sleeping bags, and others, either individually checked, tied, or strapped outside luggage.

3) Release Forms

The following is a copy of the release form that will be provided by WP. Execution of the release forms relieves the carrier of liability for damage to fragile items (of the type identified in paragraph 3) above) in checked baggage, which damage results solely from the unsuitability of such items as checked baggage and/or the inadequacy of their packaging; and not from the carrier's failure to exercise the ordinary standard of care. Execution of the release form also relieves the carrier of liability for spoilage or substantial loss of value or potency which results from the carrier's delay in delivery of checked baggage, when such spoilage results from the unsuitability of such items as checked baggage, and not from the carrier's failure to exercise the ordinary standard of care.

| <b><u>FORM OF RELEASE</u></b>   |   |
|---|---|
| <b>LIMITED RELEASE</b>  |   |
| ( )   | <b>FRAGILE AND UNSUITABLE PACKED-</b><br>Release applies to damage and/or loss. |
| ( )   | <b>PERISHABLE-</b><br>Release applies to spoilage resulting from delay.         |
| ( )   | <b>PACKAGING INADEQUATE-</b><br>Release applies to damage and loss of contents. |
| Article Description: _____  |   |
| <p>In consideration of the carrier(s) transporting my property (described above), which is deemed by governing tariffs to be unsuitable for transportation as checked baggage, I hereby release the carrier(s) from liability resulting solely from such unsuitability (as designated above by an "X".)</p> |   |
| Passenger Signature: _____  | Date: _____   |

F) MUSICAL INSTRUMENTS

Musical instruments (including brass, percussion, string, or woodwind, but excluding piano, harp, tympany, organ, and amplifiers/speakers used in conjunction with the electronic instruments) will be accepted as checked baggage subject to the provisions of Rule 195 L). One musical instrument will be included in determining the free baggage allowance and, when in excess, will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece.

G) DANGEROUS GOODS

Any article listed in the D.O.T. Hazardous Materials Regulations (49CFR 171-177) and/or IATA Dangerous Goods Regulations and revisions and reissues thereof, will be accepted subject to advance arrangements and compliance with provisions of the D.O.T. Hazardous Materials Regulations (49CFR 171-177) and/or IATA Dangerous Goods Regulations.

H) SPORTING EQUIPMENT

Sporting equipment is accepted under the conditions listed below:

Items listed below will be accepted if they are appropriately packaged in an original factory-sealed carton, cardboard mailing tube or hard sided container or case designed for shipping such items or packed protected internal material. However, items listed below will be accepted without the appropriate packing upon the execution of a release. WP will supply a release which relieves the carrier of liability for loss or damage of contents which results solely from the unsuitability of such items as checked baggage and/or the inadequacy of their packaging and not from the carrier's failure to exercise the ordinary standard of care.

NOTE: Bulky items such as bicycles and surfboards will be subject to space availability.

1) Bicycles

Bicycles will be accepted subject to the conditions specified below. For the purpose of this provision, one item of bicycling equipment is defined as one bicycle.

- a) WP will accept non-motorized touring or racing bicycles with single seats.
- b) Bicycles must have the handlebars fixed sideways and the pedals removed or are placed in cardboard containers with handlebars fixed sideways and the pedals and handlebars must be encased in plastic foam or similar materials.
- c) Bicycles will not be included in determining the free baggage allowance and are subject to the following charges:

On points within the state of Hawaii: USD \$35.00

2) Bowling Equipment

Bowling equipment is defined as one bowling ball, one bowling bag and one pair of bowling shoes. One bowling equipment will be included in determining free baggage allowance. When in excess, each item is subject to the excess baggage charge for a single piece.

3) Fishing Equipment

Fishing equipment is included in determining free baggage allowance and when in excess, each item is subject to the excess baggage charge for a single piece. One item of fishing equipment is defined as two rods, one reel, one landing net, one pair of fishing boots (all properly enclosed) and one fishing tackle box.

4) Golfing Equipment

Golfing equipment is included in determining free baggage allowance. When in excess, each item is subject to the excess baggage charge for a single piece. One item of golfing equipment is defined as one golf bag containing not more than 14 clubs, 12 golf balls and one pair of golf shoes.

- 5) Scuba-Diving Equipment  
Not included in determining free baggage allowance. An item of scuba-diving equipment is defined as one scuba tank (empty), one scuba regulator, one tank harness, one tank pressure gauge, one mask, two fins, one snorkel, one spear gun, one knife and one safety vest. Subject to the following charges:  
On points within the state of Hawaii: USD \$35.00
- 6) Shooting Equipment  
Included in determining free baggage allowance. When in excess, each item will be subject to the excess baggage charge for a single piece. One item of shooting equipment is defined as one rifle case containing not more than two rifles, with or without scope, or two shotguns, or not more than five pistols or one bow and quiver of arrows, noise suppressors and small rifle or pistol tools.  
Conditions of Acceptance:  
a) Firearms must be unloaded and packed in a manufacturer's crushproof type container or a hard-sided container designed specifically for the firearm.  
b) Baggage containing hand guns must be locked with a key or lock combination in possession of the passenger and the bag must be of the hard-side type.  
c) Baggage containing firearms will be transported in an area, other than the cockpit, inaccessible to passengers.  
d) Baggage containing firearms will not be accepted for transportation unless a declaration, signed and dated on the day the baggage is accepted for transportation, is placed in the baggage declaring that firearms are not loaded.  
EXCEPTION: When firearms are in hard-sided cases or baggage not specifically designed for carrying firearms, the declaration must be placed inside the suitcase or other baggage.
- 7) Skiing Equipment  
Included in determining free baggage allowance. When in excess, each item will be subject to the excess baggage charge for a single piece. One item of skiing equipment is defined as one pair of skis, one pair of ski poles, one pair of ski binding and one pair of ski boots, or one snowboard not to exceed 8 feet.
- 8) Surfboards  
Not included in determining free baggage allowance. Maximum length for acceptance as baggage is 8 feet. The entire board must be encased in a suitable container sufficient to prevent scratches, dents, or other damages during normal handling. The skeg, if not removed, must be well padded. Subject to the following charges:  
On points within the state of Hawaii: USD \$35.00

## **RULE 200 - ANIMALS**

The transportation of live animals is subject to the general conditions of acceptance in paragraph A), the provisions for containers in paragraph B), the provisions for carriage in the passenger compartment in paragraph C), and the charges for transporting the animals in paragraph D) of this rule. Maximum weight and outside linear dimensions will not exceed those specified under Rule 225 (C).

**EXCEPTION:** This rule does not apply to the transportation of live animals according to Rule 55.

### **A) GENERAL CONDITIONS OF ACCEPTANCE**

WP will accept domestic cats, dogs, fish, and household birds for transportation within the state of Hawaii. WP will not accept gaming birds under any circumstances. The acceptance of animals is subject to the conditions below.

- 1) Advance arrangements must be made.
- 2) The animal must be harmless, inoffensive, odorless, and require no attention during transit.
- 3) The animal must be confined in a leakproof cage or container subject to inspection and approval by the carrier before acceptance.
- 4) The passenger must make all arrangements, and assume full responsibility for complying with any applicable laws, customs, and/or other governmental regulations, requirements, or restrictions of the country, state, or territory to which the animal is being transported.
- 5) Animals will be transported in either the passenger or belly cargo compartment.
- 6) Carriage of animals is limited to one animal per container and two containers per passenger, except that two kittens or two puppies under 10 weeks of age, or two household birds will be permitted in a single container. The carrier will limit the number of containers carried on any flight in order to ensure the safety and well being of any animal transported. Containers carrying animals will be limited to one per flight and will only be accepted subject to space availability.

### **B) CONTAINERS IN CARGO COMPARTMENT**

- 1) Containers for transporting animals must be supplied by the passenger.
- 2) Containers must be leakproof, structurally sound, free from all broken wires or protrusions, and properly ventilated.
- 3) Containers must be large enough for pet to stand, sit and change positions comfortably.
- 4) Containers must never be locked as animals must be accessible in case of emergency.
- 5) Live fish must be enclosed in a flexible plastic inner container of sufficient strength to prevent puncture by the fish. The inner and outer containers must be sealed to prevent leakage and the outer container must be insulated to protect against harmful changes in water temperature.

C) ADDITIONAL REQUIREMENTS FOR CARRIAGE IN PASSENGER COMPARTMENT

WP will carry small domestic cats, dogs, rabbits, guinea pigs, turtles and household birds in the passenger compartment of the aircraft subject to the conditions in paragraphs A) and B) above, the additional conditions specified below, and the charges prescribed in paragraph D) below.

- 1) Pets are not permitted with unaccompanied children.
- 2) Pets are not permitted to occupy a passenger seat as cabin-seat baggage.
- 3) After passenger check-in, the pet must remain in the container at all times while in the boarding area and on board the aircraft.
- 4) The container must be stored under the seat directly in front of the passenger.
- 5) The container must not exceed 20in. by 14in. by 8in.
- 6) Limited to one pet container per passenger in the cabin.

D) CHARGES

The animal and its container will not be included in determining the free baggage allowance, and will always be subject to the following charges:

- 1) On points within the state of Hawaii:

| <u>Weight</u> | <u>Total Charge</u> |
|---------------|---------------------|
| Up to 50 lbs. | \$35.00             |
| 51-70 lbs     | \$60.00             |

NOTE: Animals in its container in the passenger compartment will be included in determining the free baggage allowance and when in excess will be subject to the excess baggage charge in rule 225.

- 2) Kennels weighing over 70 lbs. may not be accepted on Island Air flights.

**RULE 205 - CHECKED AND CABIN BAGGAGE**

Passengers may check baggage for carriage in the cargo compartment of the aircraft and/or may carry baggage on board the aircraft subject to the provisions in paragraphs(s) A) and B) below. The suitability of baggage, as to weight, size, and character, to be carried in the passenger compartment of the aircraft, will be determined by the carrier.

A) CHECKED BAGGAGE

The carrier will check baggage which is tendered by a passenger and which is acceptable under the terms of Rules 190, 195, and 200, upon presentation by a passenger of a valid ticket for transportation over the lines of that carrier, or over the lines of that carrier and one or more other carriers, subject to the conditions specified below.

- 1) Baggage must be checked at the city or airport office designated by the carrier and in advance of flight departure time as prescribed by the carrier.
- 2) The passenger's name must appear on the baggage. The carrier will supply baggage identification labels free of charge.
- 3) Baggage will not be checked:
  - a) To a point that is not on the passenger's routing.
  - b) Beyond the passenger's next point of stopover or, if there is no stopover, beyond the final destination designated on the ticket.
  - c) Beyond a point at which the passenger wants to reclaim the baggage or any portion thereof.

- d) Beyond the point to which all applicable charges have been paid.
  - e) Beyond a point at which the passenger is to transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the passenger is scheduled to arrive.
- 4) Live animals will not be checked beyond a point of transfer to another carrier except on interchange flights.

B) CABIN BAGGAGE

Passengers are allowed one carry-on bag not to exceed 16lbs and one personal item. Carry-on items must be properly stowed in the overhead compartment or underneath the seat. Items that cannot be properly stowed must be transported in the baggage/cargo compartment.

Carry-on items may include, but are not limited to:

- 1) Perishable items (including food and meals)
- 2) Fragile items
- 3) Small suitcases
- 4) Duffel bags, backpacks, and tote bags

Personal items may include, but are not limited to:

- 1) Laptop computers, personal cameras, small electronic devices
- 2) Diaper bags and infant supplies
- 3) Briefcases, small backpack, and purses

Other items allowed to be carried onboard and do not count against the carry-on baggage allowance are:

- 1) Reading material
- 2) Umbrella, jackets, and overcoats
- 3) Walking sticks and canes (including flexible travel canes)
- 4) FAA approved child safety restraint system
- 5) Medical aid equipment, mobility aids, and assistive devices
- 6) Passenger assist/comfort animals

The following articles are not permitted in the passenger cabin:

- 1) Surfboards and boogie boards
- 2) Strollers
- 3) Coolers with ice
- 4) Skateboards and snowboards

## **RULE 215 - CABIN-SEAT BAGGAGE**

When a passenger requests that an item of baggage be carried in the cabin, and it is determined by the carrier that the item is acceptable as cabin baggage but it is so fragile and/or bulky as to require the use of a seat, the provisions specified below will apply.

- 1) The item must be stored aft of a bulkhead or divider.
- 2) Cabin-seat baggage must be carried aboard the aircraft by the passenger and secured in a seat by a seatbelt, straps, and/or webbing to restrain the item so that it will not shift under all normally anticipated flight and ground conditions.
- 3) Such baggage must be packaged in such a manner as to avoid possible injury to passengers.
- 4) Such baggage must not exceed 70 lbs. or be substantially larger than a passenger.
- 5) Such baggage must not obstruct the use of, or access to, any required emergency or regular exit.
- 6) Such baggage must not obscure any passenger's view of the "seat belt" sign, "no smoking" sign or placard, or any required exit sign.
- 7) WP will charge 50% of the applicable full one-way Coach (YWP) fare.
- 8) The passenger and the cabin seat baggage must occupy the same passenger compartment.
- 9) The cabin-seat baggage will not be included in determining the free baggage allowance or excess baggage charges.
- 10) Pets/animals are not allowed to occupy a passenger seat, even when the pet/animal is in a leakproof cage or container.

## **RULE 220 - FREE BAGGAGE ALLOWANCE**

### A) Checked Baggage Allowance

For tickets purchased prior to September 1, 2009, one piece of checked baggage, not exceeding 50 lbs., will be accepted without charge, provided each piece has a maximum outside linear dimension (length by width by height) of 62 in.

For tickets purchased on/after September 2, 2009, a fee of \$10 will apply for the first checked bag, not exceeding 50 lbs.

### B) Carry-On Baggage

Passengers will be allowed to carry aboard one personal item. Personal items may include, but are not limited to:

- 1) Computers and cases
- 2) Cameras and cases, small electronic devices
- 3) Diaper bags and infant supplies
- 4) Small animals in acceptable carriers subject to regulations in Rule 200
- 5) Briefcases, small backpacks, and purses
- 6) Items of similar size

Other items such as but not limited to those listed below are allowed to be carried aboard and do not count against the personal item allowance:

- 1) Reading material
- 2) Jackets and overcoats
- 3) Umbrellas
- 4) Food for immediate consumption
- 5) Walking sticks, and canes (including flexible travel canes)
- 6) Passenger assist/comfort animals
- 7) Child restraint system
- 8) Passenger assistive devices

C) Articles Carried Free In Addition To Stated Maximums

In addition to the maximum allowances provided above, each fare-paying passenger may carry on or check, without additional charge, the following articles of baggage:

- 1) Checked Baggage
  - a) A manually or battery operated collapsible wheelchair (including spillable wet cell batteries)
  - b) Braces or prosthetic devices
  - c) A fully collapsible stroller

D) POOLED BAGGAGE

When 2 or more passengers traveling to the same destination on the same flight present themselves and their baggage at the same time and place, their maximum allowance will be the sum of their individual maximum allowances. Baggage in excess of the combined maximum allowance will be subject to the excess baggage charge.

**RULE 225 - EXCESS BAGGAGE CHARGES**

Baggage in excess of the maximum allowance specified in Rule 220 (Free Baggage Allowance) will be accepted for transportation only upon payment of excess baggage charges specified in this rule. Excess baggage charges will apply from the point at which baggage is checked or transported in the passenger compartment. All baggage not included in the free baggage allowance will be accepted on a space available basis only. WP is not responsible for ground deliveries at point to which space available bags are checked.

A) APPLICABLE CHARGES

Where the provisions of Rule 220 indicate a maximum acceptable number of pieces of baggage that will be carried free, the piece(s) in excess of that maximum will be subject to the charges prescribed in Paragraph B) below, and overweight/oversize pieces will be subject to the charges prescribed in Paragraph C) below. Baggage connecting to other airlines will also be subject to the connecting airline's excess charges and/or oversize, overweight charges in addition to WP's excess, oversize, and overweight charges.

B) EXCESS PIECE CHARGES

Where the free baggage allowance specified in Rule 220 is a piece allowance, each excess piece is accepted in all cases on a space available basis only. WP is not responsible for ground delivery at point to where excess piece(s) is checked. The charge for each excess piece will be the following:

For tickets purchased on/after July 3, 2008

- 1) 1<sup>st</sup> to 3<sup>rd</sup> excess piece, USD \$25.00 for each piece.
- 2) 4<sup>th</sup> and any additional excess piece, USD \$35.00 for each piece.

For tickets purchased on/after May 15, 2009

- 1) Checked items in excess of free allowance will be assessed a fee of \$35 USD per piece charge.

C) OVERSIZE/OVERWEIGHT BAGGAGE CHARGES

1) Overweight Pieces

For WP flights, for each piece of checked baggage exceeding the 50lb. limit, a charge of USD \$35.00 will be assessed. No piece of baggage weighing more than 70 lbs. will be accepted. These charges are in addition to any charge assessed pursuant to B) above and 2) below.

2) Oversize Pieces

- a) For WP flights, the charges for each piece of checked baggage that exceeds a maximum outside 62 inches will be USD \$35.00. These charges are in addition to any charge assessed pursuant to B) and C) 1) above.
- b) No piece of baggage exceeding 8 feet outside linear dimensions will be accepted as check-in baggage.

**RULE 230 - BAGGAGE LIABILITY**

- A) The carrier will be liable for the loss of, damage to, or delay in the delivery of a fare-paying passenger's baggage or other property. Such liability, if any, for the loss, damage, or delay in the delivery of a fare-paying passenger's baggage or other property (whether checked or otherwise delivered into the custody of the carrier), is limited to an amount equal to the value of the property, plus consequential damages, if any, and may exceed the maximum limitation of USD \$3300.00 for all liability per each fare-paying passenger. These limitations also apply to baggage or personal property accepted by the carrier for temporary storage at city or airport ticket office or elsewhere before or after the passenger's trip.

EXCEPTION: The above maximum liability will be waived for an individual claimant where it can be shown that, with respect to that claimant, the carrier failed to provide notice of limited liability for baggage.

NOTE 1: WP will not limit for loss, damage, or delay concerning wheelchairs or other mobility aides.

NOTE 2: WP assumes no responsibility for baggage carried in the passenger compartment.

B) EXCLUSIONS FROM LIABILITY

- 1) When the carrier has exercised the ordinary standard of care, it will not be liable for spoilage resulting from delay in delivery of any perishables described in Rule 195 nor for damage to, or damage caused by, fragile articles described in Rule 195 that are unsuitably packed, and that are included in the passenger's checked baggage without the carrier's knowledge. The carrier will not be liable for the damage or delay in delivery of a passenger's checked baggage and property accepted according to the execution of a release as set forth in Rule 195, to the extent that such release relieves the carrier of liability.
- 2) The carrier assumes no liability for irreplaceable articles and/or valuable items, including but not limited to those listed below, or damages caused by such articles included in the passenger's baggage, with or without the knowledge of the carrier. These items should be hand carried by the passenger or, if too large, shipped as commercial freight.
  - a) Artistic Items  
Sculptures; paintings or pictures, framed or unframed; and models. Sconces; decorative screens; items or decorator stones; marble, onyx and alabaster; vases; figurines; trophies; souvenirs; other decorator objects and curios, chess sets; drawings, statues; picture albums; plastics; plaster of paris molds and casts; photographs; display models; antique furniture; fish tanks; terrarium; religious or ceremonial mats; artifacts.
  - b) Chinaware/Ceramics/Pottery  
Ceramics, pots, bowls, crockery, dishes, glasses, earthenware, and other containers or ornaments made of porcelain or clay hardened by heat.
  - c) Electronic and Mechanical Items  
Typewriters, sewing machines, watches, clocks, all sensitive calibrated tools and instruments, televisions, radios (including citizen band), calculators, audio and video equipment, computers and/or parts thereof, cellular telephones and/or parts thereof, compact disc players/discs and parts thereof, stereo equipment, microscopes, electrographs and electronic medical equipment that includes tubes and glass, meters, counters, DVDs and DVD players.
  - d) Garment Bags  
Garment bags and suit/dress covers of light, flimsy plastic or vinyl designed for carrying and not for shipping.
  - e) Glass  
Glassware, crystal, mirrors, bottles and any liquids contained therein (excluding reasonable quantities or toiletries), telescopes, binoculars, barometers, prescription or non-prescription sunglasses, eyeglasses and contact lenses.
  - f) Household Articles  
Lamps, lamp shades, picture frames and furniture, kitchen appliances.
  - g) Liquids
  - h) Liquor/Cartons  
Liquor/cartons provided for hand carriage by duty-free shops.

- 3) The carrier shall not be liable for damage to baggage which does not impair the ability of the baggage function, and specifically shall not be liable for damage arising from the normal wear and tear of baggage handling, including but not restricted to scratches, scuffs, punctures, or marks.
- 4) The carrier shall not be liable for loss or damage to articles which are strapped, fastened, or otherwise secured to other baggage being checked and which are not independently tagged and/or packaged. Such items include but are not limited to, sleeping bags, luggage racks, luggage carriers and umbrellas.
- 5) The carrier shall not be liable for the loss, damage to, or delay in delivery of any property checked by a passenger traveling on a non-revenue ticket or reduced rate ticket, except for any assistive devices.

#### **RULE 240 - FLIGHT DELAYS/CANCELLATIONS (CONFIRMED PASSENGERS)**

##### A) GENERAL

The provisions of this rule apply to a passenger who has a ticket and a confirmed reservation on a flight which he/she does not use for one of the reasons named below.

##### B) DEFINITIONS

For the purpose of this rule, the following terms have the meaning indicated below:

- 1) Comparable air transportation means transportation provided by air carriers or foreign air carriers holding certificates of public convenience and necessity, or foreign permits.
- 2) Connecting point means a point to which a passenger holds or held confirmed space on a flight of one carrier and out of which the passenger holds or held confirmed space on a flight of the same or another carrier. All airports through which a city is served by any carrier will be deemed to be a single connecting point when the receiving carrier has confirmed reservations to the delivering carrier.
- 3) Delivering carrier means a carrier on whose flight a passenger holds or held confirmed space to a connecting point.
- 4) Misconnection occurs at a connecting point when a passenger holding confirmed space on an original receiving carrier is unable to use such confirmed space because the delivering carrier was unable to deliver him/her to the connecting point in time to connect with the receiving carrier's flight.

NOTE: The same rules regarding delivering and receiving carrier responsibility apply at the subsequent point (s) of misconnection as would apply at the point of original misconnection.

- 5) New receiving carrier(s) means a carrier or combination of connecting carrier, other than the original receiving carrier(s), operating between the point of misconnection and the destination or next point of stopover or connecting point shown the passenger's ticket, on whose flight a passenger is transported from the connecting point.

- 6) Original receiving carrier(s) means a carrier or combination of connecting carriers on whose flight(s) a passenger originally held or holds confirmed space from a connecting point to a destination, next stopover or connecting point.
- 7) Outbound flight means the flight on which a passenger originally held confirmed space beyond the point where the schedule irregularity or failure to carry occurs.
- 8) Schedule irregularity means any of the following irregularities:
  - a) Delay in scheduled departure or arrival of a carrier's flight resulting in a misconnection, or
  - b) Flight cancellation, omission of a scheduled stop, or any other delay or interruption in the scheduled operation of a carrier's flight, or
  - c) Substitution of equipment of a different class of service, or
  - d) Schedule changes which require rerouting of the passenger at departure time of the original flight.
- 9) In the event of an aircraft delay after passengers are boarded and the aircraft has left the gate, passengers will be returned to an open gate to await repair.
  - a) Should passengers not be able to return to an open gate essential items to include medical assistance will be provided for by Island Air support staff.

C) SCHEDULE IRREGULARITY

- 1) When a passenger will be delayed because of a schedule irregularity or a carrier cancels the passenger's reservation according to Rule 135:
  - a) Any carrier causing such delay or in the case of misconnection, the original receiving carrier(s) will transport the passenger without stopover on its (their) next flight on which space is available in the same class of service as the passenger's original outbound flight at no additional cost to the passenger; if space is available on a flight(s) of a different class of service acceptable to the passenger, such flights(s) will be used without stopover at no additional cost to the passenger, only if it (they) will provide an earlier arrival at the passenger's destination, next stopover point, or transfer point.
  - b) If the carrier causing such delay, or in the case of misconnection the original receiving carrier(s) is unable to provide onward transportation acceptable to the passenger, any other carrier or combination of connecting carriers, at the request of the passenger will transport the passenger without stopover on its (their) next flight(s) in the same class of service as the passenger's original outbound flight; or if space is available on a flight(s) of a different class of service acceptable to the passenger, such flight(s) will be used without stopover at no additional cost to the passenger, only if it (they) will provide an earlier arrival at the passenger's destination, next stopover point or transfer point.  
EXCEPTION: The carrier will have no obligation to accept another carrier's ticket which does not reflect a confirmed reservation on the carrier, unless the issuing carrier reissues the ticket for any changes in routing. In the event such carrier is not available to do so, the carrier reserves the right to reroute passengers only over its own lines between the points named on the original ticket.

- c) The carrier causing the schedule irregularity will provide a refund in accordance with Rule 260 (Involuntary Refunds).
- d) In case of delays expected to be in excess of fifteen (15) minutes, announcements will be made in fifteen (15) minute intervals up until departure.
- e) Reservations will contact passengers with phone numbers listed in the PNR for re-accommodations for flights cancelled in advance of one (1) day. Cancellations with days of operations will be handled upon check-in.

D) CHANGE IN SCHEDULE

When a passenger will be delayed because of a change in its schedule, the carrier will arrange to:

- 1) Transport the passenger over its own lines to the destination, next stopover point or transfer point shown on its portion of the ticket, without stopover at no additional cost to the passenger, provided that a passenger who paid a Coach fare will be transported on one of its First Class flights only if such flight will provide an earlier arrival than its next Coach flight on which space is available; or
- 2) Provide a refund in accordance with Rule 260 (Involuntary Refunds).

EXCEPTION: When a WP schedule change results in the cancellation of all WP service between two cities and WP is unable to reroute the passenger over its own lines, WP will reroute passengers holding tickets with confirmed reservations between such cities over the lines of one or more carriers, at no additional cost to the passenger.

E) AMENITIES/SERVICES FOR DELAYED PASSENGERS

The carrier will assume the following expenses for all passengers incurred as a result of cancellation, delay or interruption of any flight on which a passenger holds a confirmed reservation. Passengers will be informed of the available amenities when a delay is expected to exceed 4 hours.

- 1) Hotel Rooms – WP will furnish a hotel room if the delay is expected to exceed 4 hours during the period between 10:00 p.m. and 6:00 a.m., unless the passenger is domiciled in the area where the cancellation, delay, or interruption occurs.
- 2) Meals – passengers will be furnished with one meal if the delay will extend beyond the meal hours. Alcoholic beverages will not be furnished to any passengers.
- 3) Local Ground Transportation will be provided to the downtown area or to and from local hotels, whichever is applicable.
- 4) Communications: One long distance telephone call will be allowed between any two points in the State of Hawaii.

EXCEPTION: The provisions of Rule 240 E) do not apply when the delay or cancellation of a flight is caused by riots, wars, civil commotions, strikes, labor disputes, weather conditions, acts of God, public enemies, or quarantine which prevents the aircraft from departing or landing as scheduled.

- 5) In lieu of 1), 2), and 3), and subject to passenger's approval, the carrier will compensate the passenger with credit valid for the purchase of transportation. The credit will be valid for travel only on WP within 365 days from the date of issue and will apply only to online transportation via WP, may not be endorsed to or accepted by any other carrier, and is not refundable to, saleable by, transferable by, or assignable by the passenger.

EXCEPTION: The provisions in 1), 2), 3), 4), and 5) do not apply to passengers holding confirmed reservations on a flight which is delayed or cancelled because of U.S. Weather Bureau observations or forecasts indicating that environmental conditions will be such that at the time of arrival or departure of the flight either the airport may be closed, or that weather conditions will be less than minimum allowed for landing or takeoff as required by the Federal Aviation Administration. If an attempt is made to conduct the flight, all passengers will be informed that an attempt will be made. If the flight operates to the passenger's destination or returns to the passenger's point of origin, no amenities will be provided.

NOTE: In the following cases the above exception will not apply and amenities will be provided for passengers on WP Flights:

- i) A passenger who is deplaned at a point other than his/her destination or point of origin.
- ii) A passenger whose onward transportation on the carrier is delayed or cancelled at a connecting point intermediate to his/her destination.
- iii) A passenger who, in the carrier's best judgment, requires such amenities and services because of special circumstances, such as unaccompanied children, elderly persons, invalids or incapacitated and/or ill passengers in order to maintain the safety, health, and welfare of such passengers.

F) EXTENDED ONBOARD GROUND (TARMAC) DELAYS

- 1) In the event of an extended onboard delay, WP will permit passengers to disembark an aircraft on the tarmac before the flight is delayed more than three (3) hours after the aircraft door closes (in the case of departure), or from the time the aircraft touches down (in the case of arrival) unless:
- (i) the pilot-in-command determines there is a safety or security related reason why the aircraft cannot leave its position on the tarmac to deplane passengers – or –
  - (ii) Air Traffic Control (ATC) advises the pilot-in-command that returning to the gate or another disembarking point elsewhere in order to deplane passengers would significantly disrupt airport operations.
- 2) If delays over two (2) hours are encountered for passengers onboard an aircraft on the tarmac after the aircraft leaves the gate (in case of departure) or touches down (in case of arrival), WP will provide food (snack mix, pretzels, granola bars, or similar) and beverage (water or juice), unless the pilot-in-command determines that safety or security requirements preclude such service.

- 3) While the aircraft remains on the tarmac, WP will provide accessible lavatory facilities and access to medical treatment from the airport emergency medical response team to permit boarding of the aircraft or deplaning of the passenger requiring attention.
4. WP has provided this plan to all WP Management, and Airport authorities of each of the airports it serves where the plan has been reviewed and approved.

G) **LIABILITY OF CARRIER**

Except to the extent provided in this rule, no carrier will be liable for failing to operate any flight according to schedule or for changing the schedule of any flight, with or without notice to the passenger.

- H) Notwithstanding the provisions of this rule, the carrier will not accept for any purposes under this rule, passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations or which voluntarily or involuntarily has become the subject of bankruptcy proceedings (the “defaulting carrier”).

**EXCEPTION:** Notwithstanding the provisions of this paragraph, tickets issued by the defaulting carrier will be accepted solely for transportation over the lines of another carrier provided such tickets were issued by such defaulting carrier in its capacity as agent for the other carrier and specified transportation via that carrier. When tickets are accepted, no adjustments in fare will be made which would require the other carrier to refund money to the passenger.

- I) Notwithstanding any other provisions of this rule, WP reserves the right to refuse to honor flight coupons of another carrier for free transportation or flight coupons of another carrier restricted to online only transportation on such other carriers.
- K) Notwithstanding any other provisions of this rule, in the event of a strike or work stoppage which causes any cancellation or suspension of flight operations of any other air carrier with whom WP has an interline agreement, WP will accept the flight coupons of such carrier for confirmed reserved space only if the flight or flights of WP requested have seats available at the time of the request in the inventory code in which WP requires passengers traveling at the fare shown on the flight coupons to be booked.

**RULE 245 - DENIED BOARDING COMPENSATION**

When the carrier is unable to provide previously confirmed space due to more passengers holding confirmed reservations and tickets on a flight than there are available seats on that flight, the carrier will take the actions specified in the provisions of this rule.

A) **DEFINITIONS**

For the purpose of this rule, definitions of the following terms are as indicated.

- 1) **Airport** means the airport at which the direct or connecting flight, on which the passenger holds confirmed reserved space, is scheduled to arrive, or some other airport serving the same metropolitan area that is served by the former, provided that transportation to the other airport is accepted and used by the passenger.

- 2) Alternate transportation means air transportation or other transportation used by the passenger which, at the time the arrangement is made, is planned to arrive at the passenger's next scheduled stopover (of 4 hours or longer) or destination no later than 2 hours for flights within the United States, including territories and possessions, or 4 hours for international flights after the passenger's originally scheduled arrival time.
- 3) Carrier means:
  - a) An air carrier, except a helicopter operator, holding a certificate issued by the D.O.T. and/or the C.T.C. (A) according to Section 401 (d)(1) and (2) of the Act, or
  - b) A foreign route air carrier holding a permit issued by the D.O.T. and/or the C.T.C. (A) according to Section 402 of the Act and/or Section 16(C) of the Air Carrier Regulations authorizing the transportation of persons.
- 4) Confirmed reserved space means: Space on a specific date and on a specific flight and class of service of a carrier that has been requested by a passenger and that the carrier or its agent has verified, by appropriate notation on the ticket or in any other manner provided by the carrier's tariff, as being reserved for the accommodation of the passenger, except that confirmed reserved space does not include verifications of reserved space on flights or portions of flights of foreign air carriers which originate outside the United States, its territories or possessions, to the extent that such verifications are made outside the United States, its territories or possession.
- 5) Comparable air transportation means: Transportation provided by U.S. air carriers or foreign air carriers holding certificates of public convenience and necessity, or foreign permits.
- 6) Ticket lifting point/Boarding area means the point where the passenger's flight coupon is lifted and retained by the carrier.
- 7) Sum of the values of the remaining flight coupons means: The sum of the applicable on-way fares or 50% of the applicable round-trip fares, as the case may be, including any surcharges and air transportation taxes, less any applicable discounts.
- 8) Stopover means a deliberate interruption of a journey by the passenger, scheduled to exceed 4 hours, at a point between the place of departure and the place of destination.

B) REQUEST FOR VOLUNTEER

The carrier will request passengers who are willing to do so, to voluntarily relinquish their confirmed reserved space in exchange for compensation in an amount determined by the carrier. If a passenger is asked to volunteer, the carrier will not later deny boarding to that passenger involuntarily unless that passenger was informed at the time he was asked to volunteer that there was a possibility of being denied boarding involuntarily, and of the amount of compensation to which he would have been entitled in that event. The request for volunteers and the selection of such persons to be denied space will be in a manner determined solely by the carrier.

NOTE: In exchange for voluntarily relinquishing confirmed space, the carrier may, at its option, compensate the passenger with credit valid for transportation instead of monetary compensation. The amount of transportation credit offered will be equal to or greater than the monetary compensation due the passenger and will be valid for travel on the issuing carrier. The transportation credit will be valid for one year from the date of issue and will be nonrefundable and nontransferable.

C) BOARDING PRIORITIES

If a flight is oversold (more passengers hold confirmed reservations than there are seats available), no one may be denied boarding against his/her will until airline personnel first ask for volunteers who will give up their reservations willingly, in exchange for a payment of the airline's choosing. If there are not enough volunteers other passengers may be denied boarding involuntarily in accordance with the boarding priority provided below.

NOTE: The boarding priorities as presented below will appear in the Notice provided passengers denied boarding (see paragraph F) below. Passengers will be boarded in the order of presenting themselves for boarding at the boarding gate at least 15 min. before the scheduled departure time of the flight on which the reservation was made.

EXCEPTION: First priority will be given to those passengers who would, in the carrier's opinion, incur severe hardship as a result of failure to carry, such as in the following categories:

- 1) Emergency travel
- 2) Physically handicapped passengers,
- 3) Aged or infirmed passengers, or
- 4) Unaccompanied children under 12 yrs old.

NOTE 1: Business commitments will not, of themselves, constitute a hardship.

NOTE 2: Children under the age of 12 yrs old who are accompanied by a passenger at least 12 yrs old will be boarded in the same order as the accompanying passenger.

NOTE 3: Passengers within any one category listed above will be boarded in the order of presenting themselves for boarding.

D) TRANSPORTATION FOR PASSENGERS DENIED BOARDING

When the carrier is unable to provide previously confirmed space, the carrier causing the passenger to be delayed will provide transportation to persons who have been denied boarding, whether voluntarily or involuntarily, in accordance with the provisions below.

- 1) The carrier will transport the passenger without stopover on its next flight on which space is available at no additional cost to the passenger, regardless of class of service.
- 2) If the carrier causing such delay is unable to provide onward transportation acceptable to the passenger, any other carrier or combination of carriers, at the request of the passenger, will transport the passenger without stopover on its (their) next flight(s) in the same class of service as the passenger's original outbound flight; or if space is available on a flight(s) of a different class of service acceptable to the passenger, such flight(s) will be used without stopover at no additional cost to the passenger only if it (they) will provide an earlier arrival at the passenger's destination, next stopover point, or transfer point.

E) COMPENSATION FOR INVOLUNTARY DENIED BOARDING

In addition to providing transportation as described in paragraph D) above, when the passenger who is delayed has not voluntarily relinquished confirmed reserved space in accordance with provisions in paragraph B) above, the carrier causing the delay will compensate the delayed passenger for the carrier's failure to provide confirmed space. Compensation will be made in accordance with the provisions below.

1) Conditions for Payment

- a) The passenger holding a ticket for confirmed space must present himself/herself for carriage at the appropriate time and place, having complied fully with the carrier's requirements as to ticketing, check-in, and reconfirmation procedures and having met all requirements for acceptance for transportation published in the carrier's tariff.
- b) The flight for which the passenger holds confirmed reserved space must be unable to accommodate the passenger and departs without him/her.

EXCEPTION 1: The passenger will not be eligible for compensation if he/she is offered accommodations or is seated in a section of the aircraft other than that specified on his/her ticket at no extra charge. If a passenger is seated in a section for which a lower fare applies, the passenger will be entitled to an appropriate refund.

EXCEPTION 2: The passenger will not be eligible for compensation if his/her reservation has been cancelled according to Rule 135 (C) – Airport Check-In Time Limits.

EXCEPTION 3: The passenger will not be eligible for compensation if the flight on which he/she holds confirmed reserved space is unable to accommodate him/her because of substitution of equipment of lesser capacity when required by operational or safety reasons.

EXCEPTION 4: The passenger will not be eligible for compensation when he/she is accommodated on a scheduled or extra section flight which is planned to arrive at the airport of the passenger's next stopover, or if none, final destination airport not later than 1 hour after the planned arrival time for the passenger's original flight(s).

NOTE: The carrier will inform its passengers of its tariff rules concerning check-in time limits by publication in its public timetables and ticket envelopes, and that failure to comply with these rules will result in the cancellation of the passenger's reservation and will render him/her ineligible for denied boarding compensation.

2) Amount of Compensation

- a) The carrier will pay damages as follows:
  - i) Damages in the amount of 200% of the sum of the values of the passenger's remaining flight coupons of the ticket to the next stopover, or if none, to the destination, will be paid up to a maximum of USD 800.00.

- ii) If, however, the carrier arranges for comparable air transportation that is accepted and used by the passenger, the compensation will be 50% of the amount described above, up to a maximum of USD 400.00, provided such alternate transportation is scheduled to arrive at the passenger's next stopover, or if none, at the airport of the passenger's destination not later than 2 hours (4 hours in the case of foreign air transportation) after the planned arrival at the airport of the passenger's next point of stopover, or, if there is no next point of stopover, at the airport of the passenger's destination, of the flight on which the passenger holds a confirmed reservation.

NOTE: The minimum compensation will be USD 37.50.

EXCEPTION: If arrangements can be made for comparable air transportation that is planned to arrive at the passenger's next stopover or destination at least one hour but not later than 2 hours after the flight on which the passenger holds confirmed space, but such accommodations would be in a section of the aircraft other than that specified on the passenger's ticket and the passenger refuses to accept such accommodations (at no additional charge or subject to an appropriate refund), the carrier will pay the passenger only such amount of denied boarding compensation as the passenger would have received had he/she accepted such comparable air transportation.

NOTE 1: If the offer of compensation is made by the carrier and accepted by the passenger, such payment will constitute full compensation for all actual or anticipatory damages incurred or to be incurred by the passenger as a result of the carrier's failure to provide the passenger with confirmed reserved space.

NOTE 2: Passengers who are offered such compensation will not be provided with the amenities and services offered under the provisions of Rule 240 E).

NOTE 3: At the passenger's option, the carrier may compensate the passenger with credit valid for transportation instead of monetary compensation. The amount of the transportation credit offered will be equal to or greater than the monetary compensation due the passenger and will be valid only for travel on the issuing carrier. The transportation credit will be valid for one year from the date of issue and will be nonrefundable and nontransferable.

3) Time of Offer of Compensation

The offer of compensation will be made by the carrier on the day and at the place where the failure to provide confirmed reserved space occurs, and, if accepted, will be receipted for by the passenger. Provided, however, that when the carrier arranges, for the passenger's convenience, alternate means of transportation that departs before the time the offer can be made to the passenger, the offer will be made by mail or other means within 24 hours after the time the failure occurs.

F) NOTICE PROVIDED PASSENGERS

The following written notice will be provided all passengers who are denied boarding involuntarily on flights on which they hold confirmed reserved space.

NOTE: For the purpose of this rule, specific boarding priorities for the carrier are provided in paragraph C) above.

COMPENSATION FOR DENIED BOARDING

If you have been denied a reserved seat on Island Air you are probably entitled to monetary compensation. This notice explains the airline's obligations and the passenger's rights in the case of an oversold flight, in accordance with regulations of the Department of Transportation.

VOLUNTEERS AND BOARDING PRIORITIES

If a flight is oversold (more passengers hold confirmed reservations than there are seats available,) no one may be denied boarding against his/her will until airline personnel first ask for volunteers who will give up their reservations willingly, in exchange for a payment of the airline's choosing. If there are not enough volunteers, other passengers may be denied boarding involuntarily, in accordance with the following boarding priority of Island Air: Passengers will be boarded in the order of presenting themselves for boarding at the boarding gate at least 15 minutes before the scheduled departure time of the flight on which the reservation was made.

EXCEPTION: First priority will be given to those passengers who would, in the carrier's opinion, incur severe hardship as a result of failure to carry, such as in the following categories:

- 1) Emergency travel,
- 2) Physically handicapped passengers,
- 3) Aged or infirmed passengers, or
- 4) Unaccompanied children under 12 yrs old.

NOTE 1: Business commitments will not, of themselves, constitute a hardship.

NOTE 2: Children under the age of 12 yrs old who are accompanied by a passenger at least 12 yrs old will be boarded in the same order as the accompanying passenger.

NOTE 3: Passengers within any one category listed above will be boarded in the order of presenting themselves for boarding.

COMPENSATION FOR INVOUNTARY DENIED BOARDING

If you are denied boarding involuntarily, you are entitled to a payment of "denied boarding compensation" from the airline unless (1) you have not fully complied with the airline's ticketing, check-in, and reconfirmation requirements, or you are not acceptable for transportation under the airline's usual rules and practices, or (2) you are denied boarding because the flight is cancelled, or (3) you are denied boarding because a smaller capacity aircraft was substituted for safety or operational reasons, or (4) you are offered accommodations in a section of the aircraft other than that specified in your ticket, at no extra charge, (A passenger seated in a section for which a lower fare is charged must be given an appropriate refund) or (5) the airline is able to place you on another flight or flights that are planned to reach your final destination within one hour of the scheduled arrival of your original flight.

### AMOUNT OF DENIED BOARDING COMPENSATION

Passengers who are eligible for denied boarding compensation must be offered a payment equal to the sum of the face values of their ticket coupons, with a USD 200.00 maximum. If there is no face value on the ticket coupon the minimum amount will be USD 37.50. However, if the airline cannot arrange “alternate transportation” (see below) for the passenger, the compensation is doubled (USD 75.00 minimum, USD 400.00 maximum). The “value” of a ticket coupon is the one-way fare for the flight shown on the coupon, including any surcharge and air transportation tax, minus any applicable discount. All flight coupons, including connecting flights, to the passenger’s destination or first 4-hour stopover are used to compute the compensation.

“Alternate transportation” is air transportation provided (by an airline licensed by the D.O.T.) or other transportation used by the passenger which, at the time the arrangement is made, is planned to arrive at the passenger’s next scheduled stopover (of 4 hours or longer) or final destination no later than 2 hours (for flights within the U.S., including territories and possessions) or 4 hours (for international flights) after the passenger’s originally scheduled arrival time.

### METHOD OF PAYMENT

The airline must give each passenger who qualifies for denied boarding compensation a payment by check or draft for the amount specified above, on the day and place the involuntary denied boarding occurs. However, if the airline arranges alternate transportation for the passenger’s convenience that departs before the payment can be made, the payment will be sent to the passenger within 24 hours.

### PASSENGER’S OPTIONS

Acceptance of the compensation (by endorsing the check or draft within 30 days) relieves Island Air from any further liability to the passenger caused by its failure to honor the confirmed reservation. However, the passenger may decline the payment and seek to recover damages in a court of law or in some other manner.

## **RULE 255 - REROUTING**

- A) The carrier will reroute a passenger at the passenger’s request and upon presentation of the ticket or portion thereof held by the passenger.
- B) Fare Applicable to Rerouting or Change in Destination
  - 1) The passenger may change the flight/date, routing and/or the ultimate destination designated on his/her ticket in accordance with Paragraph 2) below, PROVIDED that, after transportation has commenced, a one-way ticket will not be converted into a round/circle/open-jaw trip ticket.

- 2) Except as otherwise provided in Rule 240 (Flight Delays/cancellations), the fare and charges applicable when change in flight/date, rerouting, or change in ultimate destination is made at the passenger's request at an office of the carrier before arrival at the ultimate destination named on the original ticket, will be the fare and charges that would have been applicable had the original ticket designated the routing and/or ultimate destination as revised by the new ticket. Any difference between the fare and charges so applicable and the fare and charges applicable to the original ticket issued to the passenger will be collected from or refunded to the passenger, as the case may be.

EXCEPTION 1: The applicable fare and charges will be those in effect on the date the change in flight/date, rerouting or change in ultimate destination is entered on the passenger's ticket.

EXCEPTION 2: When rerouting round-trip promotional fares involve provisions of Rule 178, passengers may change their itinerary, but may not change fare basis/fare class codes as indicated on the original tickets.

C) Fare Applicable to Upgrading Class of Service While in Flight

- 1) When a passenger who paid the applicable fare for transportation in the Coach compartment of a combination First Class and Coach aircraft desires to move into the First Class compartment while in flight, WP will permit such passenger to move into the First Class compartment, subject to the fare differential specified in Paragraph 2) below.
- 2) The additional fare to be collected will be the difference between:
  - a) The applicable one-way Coach fare from the passenger's point of origin on such flight to the last scheduled stop before the passenger's request to move to the First Class compartment plus the one-way First Class fare from such stop to the passenger's destination, on the flight, and
  - b) The applicable one-way Coach fare between the passenger's point of origin and destination on such flight.
- 3) The acceptance of such passenger in the First Class compartment for the travel beyond the next scheduled stopping point of the flight will be subject to the availability of space.
- 4) Discounts, other than those for children as provided in Rule 8000 (Children's Fares) in the United States Passenger Tariff will not apply.

- D) Notwithstanding the provisions of this rule, the carrier will not accept for any purposes under this rule, passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations or which voluntarily or involuntarily has become the subject of bankruptcy proceedings ("the defaulting carrier")
- EXCEPTION: Notwithstanding the provisions of this paragraph, tickets issued by the defaulting carrier will be reissued/rerouted only between the points named on the original ticket which were served by another carrier, solely for transportation via the other carrier, provided such tickets were issued by such defaulting carrier in its capacity as agent for the carrier and specified transportation via the carrier. When tickets are accepted, no adjustments in fare will be made which would require the other carrier to refund money to the passenger.

## **RULE 260 - INVOLUNTARY REFUNDS**

- A) The amount the carrier will refund upon surrender of the unused portion of the passenger's ticket according to Rules 35 (Refusal to Transport), 50 (Acceptance of Children) and 240 (Flight Delays/Cancellations), will be:
- 1) If no portion of the ticket has been used, an amount equal to the fare and charges paid by the passenger.
  - 2) a) If a portion of the ticket has been used, the refund will be an amount equal to the lowest applicable direct one-way fare (or, on round/circle/open-jaw trip tickets to which a discount applies, 50% of the round-trip fare) for the classes of service paid for less the same rate of discount that was applied in computing the original fare and charges applicable from the point of termination to the destination named on the ticket, or to the point at which air transportation is to be resumed Via:
    - i) The routing specified on the ticket, if the point of termination was on the routing of the ticket, or
    - ii) The routing of any carrier(s) operating direct service between such points, if the point of termination was not on the routing specified on the ticket.
  - b) The carrier assumes no obligation to refund any portion(s) of a partially used ticket which does not reflect a confirmed reservation on the carrier's flight involved in a scheduled irregularity unless such ticket was issued by the carrier.
- B) The refund will be made in accordance with A) above, or C) below provided application therefore has been made not later than 6 months after the expiration date of the ticket.
- C) SUBSTITUTION OF AIRCRAFT  
When for operational reasons, a passenger holding a First Class ticket with confirmed reservations entered thereon is accommodated on other than First Class aircraft, as designated in Aircraft Type and Seating Configuration Tariff No. TS-2, which has been substituted for First Class aircraft, the carrier will refund to the passenger the difference between:
- 1) An amount equal to the involuntary refund value of the unused portion of the ticket (determined in accordance with paragraph A), applicable from the point of substitution to the passenger's destination, next transfer point or point at which First Class service is to be resumed, whichever occurs first, and
  - 2) a) If the carrier operated Coach service between such points, the applicable Coach fare between such points, or
  - b) If the carrier does not operate Coach service between such points, 75% of the lowest direct one-way First Class fares between such points.
- EXCEPTION: The carrier will make no refund when the amount described in subparagraph 2) exceeds the amount described in subparagraph 1).

- D) Notwithstanding the provisions of this rule, the carrier will not accept for any purposes under this rule, passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations, or which voluntarily or involuntarily has become the subject of bankruptcy proceedings.

## **RULE 270 - VOLUNTARY REFUNDS**

### A) GENERAL

When Rule 35 (Refusal to Transport), 50 (Acceptance of Children) or 240 (Flight Delays/Cancellations) are not applicable, the carrier which issued a ticket or any carrier named in the routing shown on a ticket will, at the request of the passenger, and upon surrender of the unused portion of this ticket, provide a refund to the passenger on the following basis

- 1) If no portion of the ticket has been used, the refund will be an amount equal to the fare and charges applicable to the ticket issued to the passenger.
- 2) If a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare and charges applicable to the ticket issued to the passenger and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket.
- 3) A refund will be made in accordance with 1) or 2) above provided that application is made and the unused coupons are surrendered to the carrier within 1 year after the original date of the ticket.
- 4) WP assumes no obligation to issue a voluntary refund in accordance with 1) or 2) above unless such ticket was issued on WP ticket stock. The term "WP ticket stock" means tickets printed or imprinted with the WP carrier code (347) as part of the ticket serial number.
- 5) When payables: Eligible Island Air tickets stock (347) will be refunded as follows:

|                        |                      |
|------------------------|----------------------|
| Credit Card purchases: | 7 days from receipt  |
| Cash purchases:        | 20 days from receipt |

### B) PERSON TO WHOM REFUND IS MADE

Except as provided below, the carrier will refund in accordance with this rule to the person named as the passenger on the ticket.

EXCEPTION: Tickets Refundable to Purchaser only.

### REFUND OF TICKETS AS DESCRIBED BELOW WILL BE MADE ONLY TO:

In exchange for a Prepaid Ticket Advice and/or Miscellaneous Charge Order to the purchaser of the Prepaid Ticket Advice and/or Miscellaneous Charge Order.

Under a Universal Air Travel Plan to the subscriber against whose account the ticket was charged. Against a Transportation Request, issued by a government agency, other than a U.S. Government Agency to the government agency which issued the Transportation Request.

Against a U.S. Government Transportation Request to the U.S. Government Agency which issued the U.S. Government Transportation Request with a check payable to the "Treasurer of the United States."

Tickets for transportation issued against a credit card, to the account of the person to whom such credit card has been issued.

EXCEPTION 2: Tickets Refundable to Person Other Than the Passenger If at the time of purchase, the purchaser designates on the ticket another person to whom the refund will be made, the refund will be made to the person so designated. A refund made in accordance with this procedure to a person representing him/herself as the person so designated in the ticket or exchange order shall be deemed a valid refund, and the carrier will not be liable to the true passenger for another refund.

EXCEPTION 3: If, at the time of application for refund, evidence is submitted that a company purchased the ticket on behalf of its employee, or the travel agent has made refund to its client, such refund will be made directly to the employee's company or the travel agent.

C) LOST TICKETS

- 1) Amount of Refund – When a passenger loses his/her ticket, or the unused portion thereof, the carrier which issued the ticket will make a refund to the passenger in the following amounts, as applicable:
  - a) If no portion of the ticket has been used, the refund will be an amount equal to the fare and charges paid.
  - b) If a portion of the ticket has been used, and
    - i) the passenger has purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket; the refund will be an amount equal to the fare and charges paid for such new ticket.
    - ii) the passenger has not purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket, the refund will be an amount equal to the difference between the fare and charges paid, and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket.
- 2) Application for Refund
  - a) Time Limit – The refund will be made in accordance with above provided application therefore has been made not later than one month after the expiration date of the lost ticket.
  - b) Where Filed – Application must be filed in the general offices of the carrier.
  - c) Form of Application – Application must be made on forms prescribed by the carrier for such refunds.
  - d) When Payable – The refund will be made upon receiving application for such refund, subject to D) and E) below.

EXCEPTION: Processing of Lost Ticket Application will take 120 days due to research time required.

- e) Previous Use or Refund – Refund will be made only provided that the lost ticket or lost portion thereof has not previously been honored for transportation or refunded to any person.
- f) Indemnity – The carrier will make such refund only provided that the person to whom refund is made agrees, in such form as may be prescribed by the carrier, to indemnify the carrier for any loss or damage which it may sustain by reason of such refund.

D) PERSONNEL ON EMERGENCY LEAVE

When military passengers on emergency leave, as defined in Rule 4840, purchase a ticket at other than Military Reservation or Military Standby fares due to the non-availability of DD Form 1580 at the time of ticket purchase, the issuing carrier will, upon subsequent presentation of a properly executed DD Form 1580 authorizing emergency leave, the passenger coupon of the ticket originally issued, and application for refund, make a refund of the difference between the amount of the original ticket and the amount that would have been collected had the passenger presented a properly executed DD Form 1580.

- E) Notwithstanding the provisions of this rule, the carrier will not accept for any purposes under this rule, passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations, or which voluntarily or involuntarily has become the subject of bankruptcy proceedings.

**RULE 275 - FOREIGN CURRENCY REFUNDS**

Export Control – The carrier reserves the right to refuse to make any refund authorized by this tariff in a currency other than that used in the purchase of the ticket to be refunded or at a place other than that at which payment for such ticket was made.

**RULE 390 - PREPAID TICKET ADVICE CHARGES**

A) APPLICATION

- 1) A P.T.A. may be used for payment of air transportation charges, baggage charges, and other incidental expenses related to air transportation.
- 2) A P.T.A. authorizing the issuance of a ticket at any ticketing location within the same metropolitan area will not be accepted.

EXCEPTION: When less than 24 hours (excluding Saturday, Sunday, and legal holidays) remains between the time the reservation is made and scheduled departure time of passenger's originating flight, a P.T.A. may be used to authorize ticket issuance in the same metropolitan area.

B) SERVICE CHARGES

The carrier will impose a service charge of USD 100.00 for each Prepaid Ticket Advice issued by the carrier. This service charge is not subject to any discount and cannot be refunded.

**EXCEPTIONS:**

- 1) USD 10.00 if issued for travel between points within the State of Hawaii.
- 2) The Prepaid Ticket Advice service charge will not apply when prepayment is made by Government Transportation Request (Form No. 1169) issued by the Department of Defense or for prepayment made by the Federal Government for official business.
- 3) Members and/or employees of the U.S. Congress with appropriate official travel authorization GPO 81-76229-IPP.
- 4) Employees of the American Red Cross with appropriate identification on official Red Cross business.

**RULE 395 - SURCHARGES**

The surcharges listed below will be assessed for each fare-paying passenger whose travel involves an enplanement on a WP flight as specified in the table below. The surcharge applies in addition to all other charges and is not subject to any discount.

|                               |                          |
|-------------------------------|--------------------------|
| Tax Exclusive Surcharge (USD) | Applicable Between       |
| \$ 9.30                       | Between points in Hawaii |

**EXCEPTIONS:** The following passengers are exempt from these surcharges:

- 1) Passengers who are traveling on any WP free ticket or a WP employee reduced fare ticket.
- 2) Rules governing fares for travel on a segment which a surcharge above applies will also govern the surcharge.