

## AIRLINE CUSTOMER SERVICE COMMITMENT

June 17, 1999

The member carriers of the Air Transport Association (ATA) are committed to providing the best level of service to our customers. In recent months, there has been an increasing recognition of the need to improve airline passenger service. As a result, the ATA carriers, working with Members of Congress, have developed an Airline Customer Service Commitment, and each carrier will develop its individual Customer Service Plan to demonstrate our ongoing dedication to improving air travel.

The ATA carriers hereby commit to:

- Offer the lowest fare available  
Each airline will offer the lowest fare available for which the customer is eligible on the airline's telephone reservation system for the date, flight and class of service requested.
- Notify customers of known delays, cancellations and diversions  
Each airline will notify customers at the airport and on board an affected aircraft, in a timely manner, of the best available information regarding known delays, cancellations and diversions. In addition, each airline will establish and implement policies for accommodating passengers delayed overnight. A clear and concise statement of airlines' policies in these respects will also be made available to customers.
- On-time baggage delivery  
Each airline will make every reasonable effort to return checked bags within 24 hours and will attempt to contact any customer whose unclaimed, checked luggage contains a name and address or telephone number.
- Support an increase in the baggage liability limit  
The airlines will petition the Department of Transportation within 30 days to consider an increase in the current baggage liability limit. [Since 1984, DOT rules provide baggage liability of \$1250.]
- Allow reservations to be held or canceled  
Each airline will allow the customer either to hold a telephone reservation without payment for 24 hours or (at the election of the carrier) to cancel a reservation without penalty for up to 24 hours, in order to give customers an opportunity to check for lower fares through other distribution systems, such as travel agents or the Internet.
- Provide prompt ticket refunds  
Each airline will issue refunds for eligible tickets within 7 days for credit card purchases and 20 days for cash purchases.
- Properly accommodate disabled and special needs passengers  
Each airline will disclose its policies and procedures for handling special needs passengers, such as unaccompanied minors, and for accommodating the disabled in an appropriate manner.

- Meet customers' essential needs during long on-aircraft delays  
The airlines will make every reasonable effort to provide food, water, restroom facilities and access to medical treatment for passengers aboard an aircraft that is on the ground for an extended period of time without access to the terminal, as consistent with passenger and employee safety and security concerns. Each carrier will prepare contingency plans to address such circumstances and will work with other carriers and the airport to share facilities and make gates available in an emergency.
- Handle "bumped" passengers with fairness and consistency  
Each airline will disclose to a passenger, upon request, whether the flight on which the passenger is ticketed is overbooked, if, within the usual and ordinary scope of such employee's work, the information is available to the airline employee to whom the request is directed. Each airline will also establish and disclose to the customer policies and procedures, including any applicable requirements (such as check-in deadlines), for managing the inability to board all passengers with confirmed reservations.
- Disclose travel itinerary, cancellation policies, frequent flyer rules, and aircraft configuration  
Each airline will disclose to the customer:
  - (i) any change of aircraft on a single flight with the same flight number;
  - (ii) cancellation policies involving failures to use each flight segment coupon;
  - (iii) rules, restrictions and an annual report on frequent flyer program redemptions; and
  - (iv) upon request, information regarding aircraft configuration, including seat size and pitch.
- Ensure good customer service from code-share partners  
Each airline will ensure that domestic code-share partners make a commitment to provide comparable consumer plans and policies.
- Be more responsive to customer complaints  
Each airline will assign a Customer Service Representative responsible for handling passenger complaints and ensuring that all written complaints are responded to within 60 days.

Each airline will develop and implement a Customer Service Plan for meeting its obligations under the Airline Customer Service Commitment. Customer Service Plans will be completed and published within 90 days and will be fully implemented within 6 months.

Airline implementation will include training for airline reservation, customer service and sales personnel to enhance awareness of the responsibilities involved in implementation of the Customer Service Commitment and Plans.

The Airlines will publish and make available their Customer Service Plans:

- (i) on airline Internet web sites;
- (ii) at airports and ticket offices (upon request); and
- (iii) to travel and reservation agents.

Upon completion and publication of the Customer Service Plans, the Airlines will notify and provide copies to Congress and the Department of Transportation. The Airlines expect and will cooperate fully in any request from Congress for periodic review of compliance with the Customer Service Commitment.

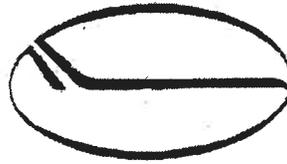
Signed June 17, 1999

Carol B. Hallett

Carol B. Hallett  
President and Chief Executive Officer  
Air Transport Association of America, Inc.

On behalf of,

Alaska Airlines  
Aloha Airlines  
America West Airlines  
American Airlines  
American Trans Air  
Continental Airlines  
Delta Air Lines  
Hawaiian Airlines  
Midwest Express Airlines  
Northwest Airlines  
Southwest Airlines  
Trans World Airlines  
United Airlines  
US Airways



Air Transport Association

**Carol B. Hallett**  
*President & Chief Executive Officer*

March 14, 2001

**The Honorable John McCain**  
**Chairman**  
**Committee on Commerce, Science, and Transportation**  
**508 Senate Dirksen Building**  
**Washington, DC 20510**

Dear Mr. Chairman:

On behalf of the Air Transport Association's (ATA) member carriers, I am writing to let you know that we are planning to announce a second phase of our ongoing airline voluntary customer service commitment and to reiterate our continued and strong support for a voluntary approach to addressing customer service issues.

Our continued commitment to improving customer service has led to the following additional items that will be taken voluntarily. The fourteen ATA member carriers, who entered into the voluntary Airline Customer Service Commitment on June 17, 1999, have already or are in the process of placing those twelve issues into their contracts of carriage.

Our member carriers have committed to establishing internal performance measurement systems and audit procedures to comply with their respective plans. These internal systems will, of course, be open to scrutiny and review by the Department of Transportation.

Our carriers are willing to accept the challenge of reducing chronically delayed or cancelled flights, for factors we can control, in order to relieve unneeded and unwanted passenger frustration. As you understand, airlines simply do not have control over all of the multiple causes that lead to delays and cancellations. However, we are doing what we can to be part of the solution.

ATA member carriers will now ensure that customers are aware of the lowest fare available, which are displayed on their airline telephone reservation systems, when purchasing tickets at airport ticket counters and airline ticket offices.

(b)(6)

The Honorable John McCain  
March 14, 2001  
Page Two

ATA carriers will work to ensure that systems are in place so that passengers can determine if their flights are on-time, delayed, or cancelled before they depart for the airport.

Today, airlines strive to ensure that the flying experience is enjoyable for everyone including those with special needs and disabilities, and the carriers are committing to additional efforts to ensuring that these passengers' concerns are heard and addressed.

Due to the fact that the denied involuntary boarding compensation has not been reviewed in several years, we will petition the Department of Transportation to initiate a rulemaking to review this matter. In order to establish a more accurate calculation of the numbers of bags carried and those that are mishandled, we will petition the Department to review this issue as well.

We are also announcing the formation of an airline, airport, FAA task force to review and make recommendations that will help ensure airport display monitors and other information customers receive are accurate and timely. We will also look for ways to coordinate efforts with airports for those passengers remaining overnight due to trip delays or cancellations.

We believe the Department of Transportation Inspector General's final report accurately reflected the solid progress our carriers have made over the past year. Moreover, the report properly focused on the root cause of customer frustration - flight delays and cancellations.

The fourteen ATA member carriers who embarked on the voluntary program have collectively spent over \$3 billion to improve customer service. We remain staunchly opposed to any legislative effort that would require a one-size fits all customer service approach.

Mr. Chairman, your focused attention, and that of your colleagues, on this issue has led to positive results for our customers. Our carriers have turned these voluntary customer service initiatives into competitive tools, and are using the flexibility inherent in a voluntary approach to make the flying experience both safe and more enjoyable.

Thank you for all you are doing to improve the flying experience for everyone.

Sincerely,



Carol B. Hallett  
President and Chief Executive Officer



### **13.700 DEPARTURE DELAYS**

#### **13.701 Definitions**

Not all irregular operation situations are the same and customer needs may differ from flight to flight. The following defines various types of irregular operations.

**Controllable Delay** - A delay considered within ATA's control (e.g. mechanical, lack of crew, aircraft damage, schedule change, etc.).

**Uncontrollable Delay** - An uncontrollable delay is caused by a situation that ATA cannot control (i.e., weather, Air Traffic Control, etc.).

**NOTE:** If a delay is "mixed cause," it should be handled as a controllable delay. For example, if a delay begins as a mechanical and then weather conditions prohibit departing when the aircraft is repaired, the delay should be considered "controllable."

**Major Service Failure** - A major deviation from published schedule.

- Creeping delays with 3 or more estimated departure changes and +4 hr. delay
- Multiple maintenance gate returns (2 or more) and +2 hour delay
- Potential newsworthy items/VIP onboard
- Any delayed flight where we have created customer expectations that have not been met and resulted in significant inconvenience (e.g., multiple gate changes)

#### **13.702 Ticket Counter**

- A. Advise the customer if you are unaware of the delay, and research the information immediately. Obtain the flight number and/or routing; check FLIFO/F-TEXT. If no information, call Operations or the gate, or ask the Lead or Supervisor on Duty.
- B. Advise the customer of the delay. Provide the reason, apologize and offer planned alternatives when applicable.
- C. After completing the check-in process, direct the customer to the gate for an update at an established time.
- D. If it is known that a delay is at least an hour, advise the customer what time he/she needs to be at the gate for boarding or for an announcement.
- E. Ensure signage and Flight Information Display (FID) screens are updated with accurate information.
- F. People meeting arriving customers are to be given as much information as possible regarding the flight without jeopardizing our customer's privacy.

**NOTE:** Customer privacy policy states a CSA may confirm the customer has a reservation for a particular flight and may confirm there is a flight, but may NOT advise if a customer is on a flight.

#### **13.703 Gate — Prior to Boarding**

Announcements are the key element to communication with the customer regarding a delay or irregularity. Upon receiving delay information, communication must begin. Use the Gate Announcement Booklet as a guide.

- A. An ATA representative must remain in the designated gate or hold room area for the duration of the delay. An alternate may be assigned as relief; but at no time shall a customer be left without a point of contact.
- B. Make announcements every **15 minutes** prior to and after the original scheduled departure time from the time the delay is known. Additional announcements may be made in the interim, if necessary. When boarding begins, use normal boarding announcements.



**13.700 DEPARTURE DELAYS (CONT.)**

**13.703 Gate — Prior to Boarding (Cont.)**

- C. Ensure signs, screens and monitors are accurate and reflect the revised times and "delayed." When times are unknown, the "delayed" sign may be used alone. Check FLIFO throughout the delay to ensure accuracy.

**13.704 Gate — After Boarding**

While customers are onboard the aircraft, the Inflight crew is responsible for monitoring the comfort and safety of the customers. The flight crew will make announcements on the aircraft every 15 minutes, unless a definitive advise time is given as to the reason for the delay and what the anticipated departure time may be. If the delay will be short, the customer will remain on the aircraft until departure. If the delay becomes lengthy, the flight crew will coordinate with local operations and the gate agent regarding deplaning.

A. Deplaning Customers

1. Customers will be deplaned when delays are projected to exceed the following:
  - a. B737-800—45 minutes
  - b. B757 Series—45 - 60 minutes
  - c. L1011 Series—60 - 75 minutes

If the delay is projected to be less than 45 minutes, allow individual customers to deplane the aircraft upon request, if feasible. Assure a method of identification and apply security measures for reboarding. The paper boarding passes or plastic number cards are generally used.

2. Customer loads and/or terminal facilities could be influencing factors in the decision to deplane customers. Ensure security checkpoints remain open if customers deplane. This will allow customers access to the main terminal and other facilities.
3. When the terminal is not accessible, Operations may choose to deplane customers and take them to an alternate location (holding area).
4. Coordinate with the flight crew prior to deplaning. Use the following steps.
  - a. Converse with the Captain or Senior Flight Attendant to coordinate deplaning method.
  - b. Determine if customers should remove carry-on baggage. Make an announcement, if it is necessary, to remove carry-on items.
  - c. The Captain or Senior Flight Attendant will make an announcement and **apologize** to the customers.
  - d. The gate agent should distribute paper or plastic boarding cards to all deplaning customers. Customers should be advised to keep their portion of the paper boarding pass with all flight/seat information and that ID will be required upon reboarding.
  - e. Customers must be instructed not to leave the gate area or terminal unless circumstances allow sufficient time. If customers are going to remain overnight, clearly advise the actions that will be taken to accommodate the situation.

B. Service During Long Onboard Delays

1. If an onboard delay exceeds 60 minutes and the terminal is not accessible, the Inflight crew will determine the feasibility of providing a beverage service. The Inflight crew's ability to provide any service is dependent on the amount of time projected for the delay and the ability of service vehicles to access the aircraft. For each additional 1½ to 2 hours of non-flight time onboard, an additional beverage service may be provided. After 4 hours of non-flight time onboard, the feasibility of providing catering to the aircraft will be determined.
2. When practical, Inflight will allow customers to use his/her cell phone and/or laptop while on the ground.



**13.700 DEPARTURE DELAYS (CONT.)**

**13.704 Gate — After Boarding (Cont.)**

3. If Inflight determines that additional resources or assistance is needed for maintaining the safety and comfort of customers, the flight deck crew will contact local operations at the airport. At that point, any ground service needs will be coordinated by local operations.
4. Should a situation occur onboard which requires the return of the aircraft to the airport terminal, local operations will determine the gate location. Communication with the local airport authority may be required.

**13.705 Arrivals**

A. Agent — Prior to Arrival

1. Ensure all signage, screens and monitors are updated as soon as the delay is known.
2. Check FLIFO for accuracy and contact Operations if corrections are to be made.
3. The agent should make the Outbound Delay Announcement every 15 minutes.
4. A CSA is to be present at an appropriate area (i.e., ticket counter, outside Customs) to answer questions for those meeting the arrival at least 30 minutes prior to the originally scheduled arrival time to at least 15 minutes after originally scheduled arrival time.

B. Agent — Upon Arrival

1. Assist customers upon arrival with connection requests and/or with special services as necessary.
2. Ensure there are a sufficient number of ramp agents to expedite baggage delivery to the Baggage Claim area.

**13.800 DELAY HANDLING GUIDELINES**

**13.801 Scheduled Service**

A. Flight ReProtection Standards

- Announcements every 15 minutes from the time of discovery
- Evaluate connections; determine how much time may elapse before connections are broken; move customers as soon as necessary to protect the connection or reroute at origin city
- Verify connecting / thru flights are still operating
- If no firm ETD, evaluate reProtection for connecting and special needs customers. Offload as necessary.
- ReProtection decisions based on class of service (Business Class or Coach)
- Minimal financial impact to ATA and customer inconvenience
- Priority – ATA, Rule 120.20, Rule 240, FIM



**13.800 DELAY HANDLING GUIDELINES (CONT.)**

B. Amenities

Amenities are offered to customers as stated below. If deviation from the guidelines is necessary based on the situation, make recommendations to the Station Manager for guidance and approval.

DELAY	BUSINESS CLASS	TOURIST/COACH AND UPGRADES
0 - 2 Hour	• None	• None
2 + Hours	• 2 CCKs	• 1 CCK
4 + Hours and/or Major Service Failure	<ul style="list-style-type: none"> <li>Evaluate circumstances</li> <li>With Director approval, 1 *Free Round Trip ATV for Business fare class</li> </ul>	<ul style="list-style-type: none"> <li>Evaluate circumstances</li> <li>With Director approval, 1 *Free Round Trip ATV for Coach fare class</li> </ul>
Overnight Misconnects	<ul style="list-style-type: none"> <li>Provide hotel and meal accommodations, when appropriate</li> <li>Issue appropriate accommodation vouchers/coupons</li> <li>Rebook on next available ATA flight</li> </ul>	<ul style="list-style-type: none"> <li>Provide hotel and meal accommodations, when appropriate</li> <li>Issue appropriate accommodation vouchers/coupons</li> <li>Rebook on next available ATA flight</li> </ul>

**\*Free Round Trip ATVs**

Issue in appropriate fare class and ensure correct sticker applied:

- Coach – Continental U.S. (Fare Classes K, Q & B only)
- BC – Continental U.S. (All Fare Classes except A)

**Customer Care Kits (CCKs)**

Distribute at the origin airport.

**NOTE:** CCKs may still be broken apart if the situation warrants.

**Hotel Rooms and Ground Transportation**

**Controllable**

- Provide ground transportation as required
- Alcohol is not provided on the ground at ATA's expense
- ATA will not be responsible for customers' incidental expenses

**Uncontrollable**

- Offer distressed hotel rates (customer pays)
- Rebook for another date on ATA – waive administrative fee and add collect
- Notify Director if situation warrants possible amenities or compensation

C. Reporting

Customer Care Reports (CCRs) are required for all delays +60 minutes; include cost information and customer reaction.

Additional reports may be necessary based on management requirement.



**13.800 DELAY HANDLING GUIDELINES (CONT.)**

**13.802 Charter**

**Example: Delay Handling Guidelines**

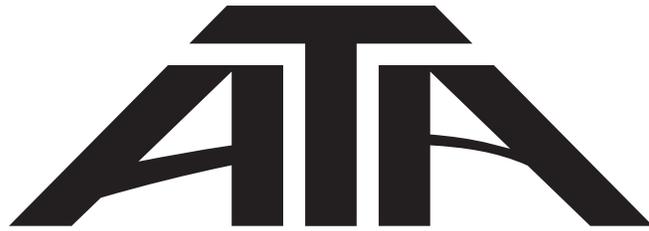
*(For illustration purposes only; use most recent revision available.)*

		MEAL COST GUIDELINES	
		LOW	HIGH
Snack		\$3.00	\$5.00
Breakfast		\$5.00	\$8.00
Lunch		\$5.00	\$10.00
Dinner		\$10.00	\$15.00
<i>(Guidelines based on domestic airport prices; costs may vary.)</i>			
MEAL PERIODS			
0600L – 1000L		Breakfast	
1000L – 1700L		Lunch	
1700L – 2100L		Dinner	
<i>Snacks may be offered in lieu of meal if Station deems appropriate. Changes to meal periods must be reviewed with CSC.</i>			
HOSPITALITY ROOM			
0600L – 2100L		Delay over 6 hours	
HOTEL ROOM			
2100L – 0600L		Delay over 6 hours	
<b>NOTES:</b>			
1. All Times Are Local			
2. Ground Transportation will be determined as required.			
<b>Disclaimers</b>			
1. Absolutely NO alcohol will be provided on the ground at ATA's expense.			
2. ATA will not be responsible for customers' incidental expenses.			

SERVICE PROVISIONS <i>Customer Services Coordinator (800) 545-3712 authorization required on all service provisions.</i>			
Delay	Meal	Complimentary Service Onboard	Hospitality or Hotel Rooms/ Transportation
0 – 2 hrs.	None	No	No
2 – 4 hrs.	Beverage/ Snack	Yes	No
4 – 6 hrs.	One (1) Meal	Yes	No
6 – 8 hrs.	One (1) Meal	Yes	Yes
8 – 12 hrs.	Meal and Snack	Yes	Yes
12 – 16 hrs.	Two (2) Meals	Yes	Yes
16 – 20 hrs.	Two (2) Meals & Snack	Yes	Yes
20 – 24 hrs.	Three (3) Meals	Yes	Yes
24 – 48 hrs.	Repeat as Above	Yes	Yes
<b>Complimentary Onboard Service</b> One (1) complimentary beverage or headset (on some aircraft) per customer.			
<b>Hospitality / Hotel Rooms and Transportation</b> Hospitality or Hotel Rooms are considered if the delay is six (6) hours or more in length and the delay occurs between 2100L - 0600L. Off-site meals and transportation arrangements may be provided if it is cost effective or beneficial for customer comfort and/or crowd control.			
<b>Compensation Certificates/Travel Vouchers</b> - Applies to designated year-round (or seasonal) tour operator partners only (ad hoc flights excluded). - Tour operators must contact ATA Customer Relations after the delay to coordinate compensation. - Compensation Certificates/Travel Vouchers (if applicable) are sent by ATA Customer Relations to the tour operator "after the fact."			

Form # FM0531 (Rev. 202) (PUR7127)



**ATA Airlines, Inc.**

**CONTRACT OF  
CARRIAGE**

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Section II – Tickets

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Section VII – Specific Rules

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## SECTION I — GENERAL RULES

### RULE

#### 1 APPLICATION OF CONDITIONS OF CONTRACT

- A. Rules in this Contract of Carriage apply to all fares and charges published in this document with exceptions as may be expressly stated in such referenced paragraphs. These rules constitute the conditions upon which each carrier agrees to transport, and are expressly agreed to by the passenger to the same extent as if such rules were included in the passenger's ticket and/or ticket jacket.
- B. International transportation shall be subject to the rules relating to liability set out in Rule 95D and Rule 190J. Any provision of these rules that is inconsistent with any provision of Rule 95D and Rule 190J shall, to that extent, but only to that extent, be inapplicable to international transportation.
- C. Changes in Rules, Fares and Charges - When space on ATA Airlines, Inc. flights is booked through the carrier's Reservations Telephone Center, ATA Airlines, Inc. will permit callers to reserve seats and fare for up to 24 hours without payment. If the space is not confirmed via full payment for all requested transportation within 24 hours, reserved space and fare are cancelled. The fare quote guarantee is not applicable if the requested flight is cancelled or changed by ATA before full payment for all requested transportation is received and a ticket issued.

Transportation is subject to the rules, fares and charges in effect on the date on which transportation commences at the point of origin designated on the ticket. If, after a ticket has been issued and before any portion has been used, a decrease in fare or charges applicable to the transportation covered by the ticket becomes effective, the amount of such decrease will be credited to the passenger, minus an administrative charge, in the form of a non-refundable credit toward the purchase of future travel on ATA Airlines, Inc. The passenger must present the ticket for reissue while the lower fare is in effect.

NOTE: Passengers who present tickets with a request for refund when the lower fare is no longer available will not be entitled to a refund.

In addition to the fare, applicable taxes, fees and charges imposed by government or other authority, or by the operator of an airport, shall be payable by the passenger. At the time of ticket purchase, passengers will be advised of all applicable taxes, fees and charges known to the air carrier, and most of these will normally be shown separately on the ticket. However, as the taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of ticket issuance, passengers may be obliged to pay additional taxes, fees or charges, even after the ticket has been issued.

EXCEPTION: No increase in fare level will be collected in cases where the ticket has been issued prior to the effective date of an increase in the applicable local or joint fare (see NOTE below) provided:

- 1. The originating flight coupon of the ticket was issued for a specific flight at the fare contained in a tariff lawfully in effect on the date of ticket issuance determined by the validation stamped or imprinted on the ticket; and
- 2. 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.

This provision shall apply only to the passenger(s) to whom the ticket was originally issued.

## RULE

### 1 APPLICATION OF CONDITIONS OF CONTRACT (CONT.)

- D. Reference to tariffs, pages, rules, items and notes are continuous and include revisions, supplements thereto and reissues thereof.
- E. The carrier will be responsible for furnishing transportation only over its own lines. When any carrier 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), such carrier will act only as agent for such other carrier and will assume no responsibility for the acts or omissions of such other carrier.
- F. No employee of the carrier has the authority to alter, modify or waive any provisions of the Contract of Carriage unless authorized by a Corporate Officer of carrier. ATA Airlines, Inc. appointed agents and representatives are only authorized to sell tickets for air transportation pursuant to the approved fares, rules and regulations.
- 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. When through or connecting passengers enplane at an intermediate point between the origin and destination shown on their tickets, ATA Airlines, Inc. may require evidence, such as a boarding pass, of use of a preceding flight for the portion of the ticket from point of origin to intermediate point. Absent such evidence, ATA Airlines, Inc. may require additional fare collection from the passenger for any difference between the fare paid for the ticket from origin to destination and the fare which would apply from the intermediate boarding point to the destination.
- H. **ATA Airlines, Inc. will use its best efforts to carry the passenger and bags with reasonable dispatch. Times shown on timetables or elsewhere are not guaranteed, are subject to change without notice and form no part of this contract. ATA Airlines, Inc. may, without notice, substitute alternate carriers or aircraft, and may alter or omit stopping places shown on the ticket in case of necessity.**
- I. Code Share Alliances
1. ATA Airlines, Inc. has established Code Share alliances with certain other airlines. Under these agreements, customers have convenient access to destinations not served directly by ATA Airlines, Inc. If any segment of an itinerary is operated by a code share alliance airline, this information is disclosed at the time of booking. Although airlines align operational policies and procedures as closely as practical, the policies of the operating carrier prevail in matters of flight check-in and operation. When a codeshare flight is operated by another airline, the Contract of Carriage of the operating airline applies.
- J. Do Not Resuscitate Orders
- Some seriously or terminally ill individuals carry a document that indicates life sustaining medical assistance is not to be provided, in the event he/she becomes ill. The referenced document is called a "Do Not Resuscitate Order" (DNR). This document may be binding on doctors in a state that has adopted DNR legislation. Since our employees are not doctors, and we fly over several states/countries, we do not honor DNR documents.

## RULE

### 1 APPLICATION OF CONDITIONS OF CONTRACT (CONT.)

- K. ATA Airlines, Inc. values customers' opinions and uses them as a measurement of the service level we deliver. ATA Airlines, Inc.'s Customer Support Department is dedicated to addressing customer concerns and comments regarding our service. When customers send us letters and e-mails, we initiate an investigation, if necessary, to determine the reason(s) the situation occurred and look for opportunities to prevent recurrence. We provide a detailed response to customers' concerns within 60 business days of receipt of the original correspondence.
- L. On June 17, 1999, ATA Airlines, Inc., as a member of Air Transport Association, committed to an ongoing dedication to improving air travel. ATA Airlines, Inc.'s Customer Service Plan provides detailed information regarding Customer Service Commitments. These Commitments are also incorporated by reference in this document.

## RULE

### 5 DEFINITIONS

As used in this document or in documents making reference hereto, the following terms shall have the following meanings, unless otherwise defined:

Agreed Stopping Place — All stops between the original place of departure and the place of final destination scheduled by any carrier by air which participates in the transportation between such places, as shown in the schedules or time tables of such carrier. Each participating carrier reserves the right to alter the "agreed stopping places" in case of necessity.

Ambulatory — Persons who are able to board and deplane unassisted and who are able to move about the aircraft unassisted. They include the blind, deaf, etc.

ATA Airlines, Inc. — As used herein, any/all references made when advising a passenger to CONTACT or REPORT any incident to ATA Airlines, Inc., it is hereby meant to imply an authorized ATA Airlines, Inc. employee or any other personnel so designated/contracted by ATA Airlines, Inc. to serve as their representative; i.e. Tour Operator, Ground Handlers, Contract Handlers.

Animals — Personal pets are considered domesticated dogs, cats and small birds.

Applicable Full Fare — 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.

Consequential Damages — Reasonable out of pocket expenses and other provable damages incurred by said passenger as the consequence of the loss, damage, pilferage or delay in the delivery of personal property.

DOT Hazardous Materials Regulations — 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).

Infant/Child Restraint System — ATA Airlines, Inc. will accept any child restraint system approved for aviation use in the U.S., or by a foreign government, or manufactured under U.N. Standards, provided (a) the system bears a stamp, decal or other mark indicating government approval or compliance with U.N. Standards; and (b) the child does not exceed the specified weight limit for restraint system. Infants under 20 lbs. should be seated in a rear-facing child restraint system; infants between 20 and 40 lbs. should be seated in a front-facing child restraint system.

## RULE

### 5 DEFINITIONS (CONT.)

ATA Airlines, Inc. does not permit the use of:

- Safety belt extensions (commonly referred to as belly belts) during taxi, takeoff or landing.
- Vests and harness type devices that attach to the adult or to the adult's restraint system during taxi, takeoff or landing.
- Booster seats that do not have backs. Approved child restraint systems must have a solid back and seat.

Even if the above mentioned child restraint devices bear labels purporting to meet applicable standards, they may not be used onboard ATA Airlines, Inc. aircraft.

International Transportation — Any transportation furnished by any carrier, which is included within the scope of the term "international transportation" as used in the Warsaw Convention or Montreal Convention, whichever is applicable.

Maximum Outside Linear Dimensions — The sum of the greatest outside length plus the greatest outside width plus the greatest outside height.

Military Agencies — U.S. Department of Defense including the departments of the Army, Navy, Air Force, the Marine Corps, and 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 — Military personnel of the United States Military Agencies who are on active duty status or who have been discharged from active military service within seven (7) days of the date of travel.

Miscellaneous Charge Order (MCO) — 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.

Non-ambulatory — A person who is not able to board, deplane, or move about the aircraft without assistance throughout the flight. If a passenger uses a wheelchair for convenience, the passenger is not considered non-ambulatory.

Qualified Disability — An individual with a disability who validly obtains a ticket, comes to the airport for the flight, and meets nondiscriminatory Contract of Carriage requirements that apply to everyone.

Reroute — To issue a new ticket covering transportation to the same destination as, but via a different routing than, the original ticket.

Routing — The carrier(s) and/or the cities and/or class of service and/or type of aircraft via which transportation is provided between two or more points.

Single Operation — Transportation to be performed by several successive carriers by air, arrangements for which are made in advance, regardless of whether one or more tickets or other documents are issued to cover such transportation or whether all such tickets or documents are issued prior to the commencement of such transportation.

Stopover — 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.

RULE

5 DEFINITIONS (CONT.)

Unites States or United States of America — The 50 federated states and the District of Columbia.

United States Department of Defense — All military branches of the United States government.

Valid Ticket — Document generated by a certified sales agent of ATA Airlines, Inc., which contains a flight coupon for each flight segment purchased. If passenger elects to utilize electronic ticketing, no ticket coupons are necessary or issued. However, the passenger's transportation must be confirmed and entered in the carrier's electronic reservations system. Stolen documents and documents not paid for or paid with a stolen or unauthorized credit card are not valid tickets.

RULE

10 PASSPORTS AND VISAS

- A. Each passenger desiring transportation across any international boundary shall be 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. Unless applicable laws provide otherwise, such passenger shall indemnify carrier for any loss, damage, pilferage or expense suffered or incurred by such carrier by reason of such passenger's failure to comply with this rule. No carrier shall be liable for any assistance or information given by any agent or employee of such carrier to any passenger in connection with obtaining such documents or complying with such laws, whether given orally, in writing or otherwise; 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 shall 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, or deportation from, a country, whether of transit or of destination.

RULE

20 CAPACITY LIMITATIONS

The carrier may limit the number of passengers to be carried on any one flight to select fares, and all fares will not necessarily be available on all flights. The number of seats that the carrier shall make available on a given flight will be determined solely by the carrier.

RULE

35 REFUSAL TO TRANSPORT

The carrier 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 regulations, 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 (including but without limitation, acts of God, force majeure, strikes, civil commotion, embargoes, wars, hostilities or disturbances) actual, threatened or reported;

RULE

35 REFUSAL TO TRANSPORT (CONT.)

B. SEARCH OF PASSENGER OR PROPERTY

Who refuses to permit search of his person or property for explosives, or a concealed, deadly or dangerous weapon, or restricted articles;

C. PROOF OF IDENTITY

Who refuses, on request, to produce positive identification.

NOTE: The carrier shall have the right, but shall not be obligated, to require positive identification of persons purchasing tickets and/or presenting a ticket(s) for the purpose of boarding aircraft.

D. ACROSS INTERNATIONAL BOUNDARIES

Who is traveling across any international boundary if:

1. The travel documents of such passenger are not in order as indicated in the commonly accepted reference manuals;
2. Such passenger's embarkation from, transit through, or entry into a country would be unlawful; or
3. Such passenger fails or refuses to comply with the rules and regulations of the carrier.

E. PASSENGER'S CONDUCT OR CONDITION

1. The carrier may refuse to transport or will remove at any point any passenger for the following reasons:
  - a. Who has a communicable disease or infection, which has been determined to be transmissible to persons in the normal course of flight.
  - b. Who is unable to occupy a seat with the seat belt fastened.
  - c. Who requires a stretcher for air transportation on commercial scheduled or charter service.
  - d. Who is an infant under fourteen (14) days of age, unless approved for carriage in writing by an attending physician.
  - e. Who engages in any action that might jeopardize the safety of the aircraft or its occupants.
  - f. Who appears to be intoxicated or under excessive influence of drugs.

RULE

35 REFUSAL TO TRANSPORT (CONT.)

- g. Who requires the use of oxygen for medical reasons. Except for supplemental or first aid oxygen and related equipment required by FAR Part 121, no passenger is allowed to carry and/or operate equipment for the storage, generation or dispensing of oxygen.

NOTE: AirSep Lifestyle<sup>TM\*\*\*</sup>, AirSep Corporation Freestyle<sup>TM\*\*\*</sup>, Inogen One<sup>TM</sup>, SeQual Eclipse<sup>TM</sup>, and Respironics EverGo<sup>TM</sup> portable oxygen concentrators may be carried in the cabin of ATA aircraft and are approved for use onboard.

Certain restrictions apply, and may be viewed on ATA's website (ata.com), or by contacting ATA's Reservations Call Center \*\*\*.

Only those portable oxygen concentrators listed above will be accepted for use onboard. Portable oxygen concentrators not listed above may be transported, but not used during flight.

\*\*\* The AirSep Lifestyle<sup>TM</sup> and AirSep Corporation Freestyle<sup>TM</sup> will only be accepted for use onboard if they display a label that states "RTCA/DO-160D Section 21 Category M Compliant." Label locations are described on ata.com or by contacting ATA's Reservations Call Center.

- h. Who engages in conduct or wears clothing considered offensive, or who is disorderly, abusive, threatening, or violent.
- i. Who has an offensive odor, except where such condition is the result of a disability.
- j. Who is barefoot and over 5 years of age, unless caused or necessitated by a disability.
- k. Who is under the control of an armed law enforcement officer if it is felt by ATA Airlines, Inc. personnel that the prisoner may become disruptive during flight, thus causing problems for the flight crew or passengers.

NOTE: Prisoners are not accepted on flights operated by code share alliance airlines or flights that connect with other airlines.

- l. Who carries on or about his/her person a deadly or dangerous weapon, either concealed or unconcealed.

EXCEPTION: Federal law enforcement officers or full-time municipal, county, or state law enforcement officers who are direct employees of a government agency as specified in 49CFR 1540, 49CFR 1544.219 and 49CFR 1544.223.

- m. Who would require extensive special assistance in order to care for the passenger's physical needs and/or provision of medical needs during flight, unless accompanied by a competent attendant responsible for care enroute without undue or unreasonable attention or assistance being required from ATA Airlines, Inc. flight crew personnel.
- n. Who attempts to interfere with any crewmembers in the performance of their duties.
- o. Who refuses to obey instructions from any crewmember or ATA Airlines, Inc. employee.
- p. Who has a medical condition or allergy such that carrier cannot assure safe transportation, unless transportation of such passenger is required by law.

RULE

35 REFUSAL TO TRANSPORT (CONT.)

2. Passengers Who Must Be Removed Enroute: A passenger who has been permitted to start his/her flight will be removed only if:
  - a. The Pilot-in-Command finds it necessary to remove the passenger due to misconduct; or
  - b. His/her remaining aboard may jeopardize his/her own health or the health and safety of others; or
  - c. A condition or illness that was not known or discovered at point of origin and in flight becomes apparent as to:
    - (1) Cause discomfort to other passengers; or
    - (2) Require extensive special assistance enroute.

F. EXCEPTIONS TO PASSENGER'S CONDUCT OR CONDITION

Except as provided elsewhere in the rule, the carrier will refuse to transport any passenger unless accompanied by an attendant under the following circumstances:

1. A person who, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from carrier personnel.
2. A person with a mobility impairment so severe that the person is unable to assist in his/her own evacuation of the aircraft.
3. A person who has both severe hearing and severe vision impairments, that is unable to establish a sufficient form of communication with carrier personnel, adequate to permit transmission of the safety briefing.

NOTE: The attendant must be responsible and capable of attending to the passenger's in-flight needs.

a. Conditions for Acceptance:

ATA Airlines, Inc. requires 48 hours advance notice in order to transport a wheelchair with a spillable battery or if the wheelchair must be disassembled.

- (1) Notification: Check-in at least one hour prior to departure is required for those passengers who wish to receive special assistance and/or accommodations.

ATA Airlines, Inc. required 48 hours advance notice in order to transport a wheelchair with a spillable battery or if the wheelchair must be disassembled.

If the passenger does not meet the advance check-in requirements established, ATA Airlines, Inc. will provide the service, equipment, or accommodation if it can be accomplished by making a reasonable effort without delaying the flight.

NOTE: The acceptance of all passengers will be in compliance with CFR 382 and FAR 121 regarding handicapped individuals and exit row seating, respectively.

- (2) ATA Airlines, Inc. will provide or make necessary arrangements to assist passengers in boarding and deplaning.
- (3) ATA Airlines, Inc. accepts advance requests for special handling of elderly or mentally impaired customers who may become disoriented in unfamiliar surroundings. An airline employee will "meet and assist" these customers at departure, arrival and at connecting cities.

RULE

35 REFUSAL TO TRANSPORT (CONT.)

(4) ATA Airlines, Inc. has designated trained personnel (Conflict Resolution Officers) who should be contacted for assistance in resolving problems or complaints involving customers with disabilities. Airport Managers are certified as Conflict Resolution Officers for their airports. ATA Airlines, Inc.'s Corporate Conflict Resolution Officer is available to assist Airport Managers, and carries final responsibility for resolving problems or complaints involving customers with disabilities.

G. LIABILITY

The carrier is not liable for its refusal to transport any passenger or for its removal of any passenger in accordance with the preceding paragraphs of this rule, but such carrier will, at the request of the passenger, refund in accordance with Rule 260 (Involuntary Refunds).

RULE

50 ACCEPTANCE OF CHILDREN

- A. Accompanied. Children two (2) years of age to 12<sup>th</sup> birthday accompanied on the same flight and in the same compartment by a passenger at least twelve (12) years of age. Infants at least 14 days of age who have not yet reached their second birthday are considered Lap Children and do not require a seat on board the aircraft. A Lap Child must be seated with a passenger at least twelve (12) years of age.
- B. Unaccompanied. Children who have not reached their 12<sup>th</sup> birthday not accompanied on the same flight by a passenger twelve (12) years of age or over are accepted for transportation only under the following conditions:

<b>Age of Child at Last Birthday</b>	<b>Applicable to All Aircraft</b>
14 days of age to 5 <sup>th</sup> birthday	Not accepted for transportation without a passenger twelve (12) years of age or over on the same flight.
5 years of age to 8 <sup>th</sup> birthday	Flights on which the child holds a confirmed reservation must operate <u>non-stop or direct</u> from the airport of origin to the airport of destination - not accepted on flights operated by code share alliance airlines.
8 years of age to 12 <sup>th</sup> birthday	Flights on which the child holds a confirmed reservation may operate <u>non-stop, direct or connecting</u> from the airport of origin to the airport of destination. If the itinerary includes a connecting flight, no more than four (4) hours may transpire between the child's arrival in an interim city and departure of the continuing flight. Not accepted on flights operated by code share alliance airlines or flights that connect with other airlines.

In addition to the age and routing requirements noted above, ATA Airlines, Inc. will not accept unaccompanied minors on the last ATA Airlines, Inc. flight of the day, when the travel itinerary includes a direct or connecting flight in an interim city. This restriction is a precaution in the event of a flight irregularity, delay or cancellation causing a misconnection in the interim city.

Upon request, completion of necessary forms and payment of applicable fees, ATA Airlines, Inc. will accept unaccompanied adolescents, 12 years of age to 18<sup>th</sup> birthday, for the same handling provided to unaccompanied minors.

## RULE

### 50 ACCEPTANCE OF CHILDREN (CONT.)

#### Charges:

- A charge of \$60.00 each way is assessed to transport an unaccompanied minor, or unaccompanied minors traveling together, on a direct/non-stop domestic or international flight.
- A charge of \$80.00 each way is assessed to transport an unaccompanied minor, or unaccompanied minors traveling together, on a domestic connection flight. ATA does not transport unaccompanied minors on connecting flights to/from international destinations.

#### Acceptance Requirements:

ATA Airlines, Inc. reserves the right to require a Birth Certificate or other notarized documentation verifying age of lap children and unaccompanied minors.

ATA Airlines, Inc. reserves the right to restrict carriage of unaccompanied minors on certain routes. Acceptance information is outlined in the route-specific tariff.

The unaccompanied child must be brought to the airport by a parent or other responsible adult who must complete an Unaccompanied Minor Form, furnishing ATA Airlines, Inc. with the name and telephone number of the person accompanying the child on departure and the name and telephone number of the person(s) meeting the child on arrival. The adult must remain with the child until the aircraft has departed the gate and is airborne.

ATA Airlines, Inc. will require positive identification from the person(s) designated to meet the child at the destination and will not release the child to anyone else.

### C. RESPONSIBILITIES OF CARRIER

Carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger. In addition, ATA Airlines, Inc. will not assume any liability for any out-of-pocket expenses incurred by the adult transporting the unaccompanied minor to the airport when there is a delay and/or flight cancellation.

If an unaccompanied minor is not met upon arrival, or is not met by the designated adult on the minor's Unaccompanied Minor Form, ATA Airlines, Inc. will make every effort to contact an adult/guardian at both the departure and arrival city for instructions. For this reason, it is imperative that the Unaccompanied Minor Form contain valid contact telephone numbers at both departure and arrival cities. ATA Airlines, Inc. will hold a child a maximum of four (4) hours, making every effort to contact an adult/guardian. ATA Airlines, Inc. employees are not permitted to take unaccompanied minors to their homes or to remain with them overnight in a hotel. For the child's protection, child welfare authorities or local police are contacted.

## RULE

### 55 ASSISTIVE ANIMALS

- A. The carrier accepts for transportation, without charge, a service/assistive/emotional support animal when it accompanies: 1) a customer who depends on such animal for medical or therapeutic assistance to function independently. Appropriate documentation for emotional support animals may be required; and/or 2) a trainer of such service animal enroute to the domicile of the owner for completion of training. The service/assistive/emotional support animal will be located next to the customer in the cabin, but will not be permitted to occupy a seat. The carrier does not allow rodents (i.e. ferrets, gerbils, guinea pigs, etc.), fish, reptiles and other animals that may pose a health or safety hazard to travel in the aircraft cabin.

RULE

55 ASSISTIVE ANIMALS (CONT.)

- B. The carrier accepts for transportation, without charge, a properly harnessed police, search/rescue or drug detection dog when traveling on official business. The dog will be permitted to accompany a law enforcement officer or designated handler into the cabin, but will not be permitted to occupy a seat. Not accepted on flights operated by code share alliance airlines or flights that connect with other airlines.

RULE

65 TICKETS – GENERAL

- A. A ticket will not be issued and, in any case, the carrier will not be obligated to carry until the passenger has paid the applicable fare or has complied with credit arrangements established by the carrier; and further, the passenger has applied for confirmed space and such space is confirmed.
- B. No person shall be entitled to transportation except upon presentation of a valid ticket. Such ticket shall entitle the passenger to transportation only between points of origin and destination and via the routing designated thereon.
- C. A ticket which has not been validated, or which has been altered, mutilated or improperly issued, shall not be valid.
- D. Tickets are not transferable, but carrier is not liable to the owner of a ticket for honoring or refunding such ticket when presented by another person.
- E. Customers Who May Be Charged for an Additional Seat

In the case of a passenger with size challenges, ATA Airlines, Inc. requires and charges for additional seat(s) when the safe transportation of that person necessitates him/her being accommodated in more than one seat. ATA Airlines, Inc. will charge the lowest available fare for which the individual is eligible. If the aircraft cabin in which the passenger is booked and travels is not filled to capacity on departure, the passenger may request a refund of the charge assessed for the additional seat(s). This request is facilitated by ATA Airlines, Inc.'s Customer Support Department.

RULE

80 REVISED ROUTINGS, FAILURE TO CARRY, MISSED CONNECTIONS - INTERNATIONAL

- A. DEFINITIONS For the purpose of this Rule, the following terms have the meaning indicated below:
  - 1. "Connecting point" means a point to which a passenger holds confirmed space on a flight of one carrier and out of which the passenger holds confirmed space on a flight of the same or another carrier. All airports through which a city is served by any carrier shall be deemed to be a single connecting point when the receiving carrier has confirmed reservations to the delivering carrier.
  - 2. "Delivering carrier" means a carrier on whose flight a passenger holds confirmed space to a connecting point.
  - 3. "Marketing Carrier" means the carrier that markets and sells the seats and places its code on the services of the carrier operating the flight.
  - 4. "Misconnection" occurs at a connecting point when a passenger holding confirmed space on an original receiving carrier is unable to use such spaced because the delivering carrier was unable to deliver him to the connecting point in time to connect with such receiving carrier's flight.

RULE

80 REVISED ROUTINGS, FAILURE TO CARRY, MISSED CONNECTIONS - INTERNATIONAL (CONT.)

NOTE: The same rules regarding delivering and receiving carrier's 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 carriers, other than the original receiving carrier(s), operating between the point of misconnection and the destination or next point of stopover or connecting point.
6. "Operating carrier" means the carrier that operates a code share flight.
7. "Original receiving carrier(s)" means a carrier or combination of connecting carriers on whose flight(s) a passenger originally holds confirmed space from a connecting point to a destination, next stopover or connecting point.
8. "Outbound flight" means the flight on which a passenger originally holds confirmed space beyond the point where the schedule irregularity or failure to carry occurs.
9. "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 capacity, or
  - d. schedule changes of 60 minutes or more that require rerouting of passenger at departure time of the original flight.

B. INVOLUNTARY REVISED ROUTINGS

1. In the event operating carrier cancels a flight, fails to operate according to schedule, fails to stop at a point to which the passenger is destined or is ticketed to stop over, substitutes a different type of equipment of different capacity, denies boarding to a passenger holding a confirmed reservation because there is insufficient space on the flight to accommodate him, induces a passenger to surrender voluntarily his confirmed reserved space so that another passenger is not denied boarding involuntarily, or removes or refuses passage to a passenger in accordance with Rule 35, carrier will either:
  - a. Carry the passenger on another of its passenger aircraft on which space is available; or
  - b. Make involuntary refund in accordance with Rule 90(D).

NOTE 1: On occasion, flights are delayed or canceled 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 will be closed or weather conditions will be less than the minimum allowed for landing as required by the Federal Aviation Administration. In these cases, ATA Airlines, Inc. does not provide alternate air accommodations, meals or hotel accommodations.

NOTE 2: ATA Airlines, Inc. does not provide alternate air accommodations, meals or hotel accommodations when an irregularity results in a misconnection with another flight and the passenger is informed that a misconnection will occur and still elects to take the flight.

RULE

80 REVISED ROUTINGS, FAILURE TO CARRY, MISSED CONNECTIONS - INTERNATIONAL (CONT.)

NOTE 3: ATA Airlines, Inc. does not provide alternate air accommodations, meals or hotel accommodations when a passenger's continued transportation is delayed or canceled at a connecting point intermediate to his/her destination and the irregularity results from weather or environmental conditions.

NOTE 4: Amenities may be provided to a passenger who is deplaned at a point other than his/her point of origin or destination, when the irregularity is caused by factors within the control of ATA Airlines, Inc.

NOTE 5: ATA Airlines, Inc. will make a good faith effort to provide such amenities as are necessary to maintain the safety and/or welfare of certain passengers such as invalids, unaccompanied children, the elderly or other passengers to whom such amenities may be furnished consistent with special needs and/or circumstances.

c. Carrier Liability

Notwithstanding the provisions of this Rule, in the event of a strike or work stoppage which causes any cancellation or suspension of operations of any other carrier or in the event of 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), the rules and provisions of this rule shall not apply with respect to passengers holding tickets for transportation or related transportation on that carrier.

d. Cessation of Service

In the event of the cancellation of all of the carrier's single plane and connecting service between two cities or the cancellation of all service at a city, ATA Airlines, Inc. will provide a full refund without penalty as provided under Rule 90.

2. Change in Schedule. For the purpose of this Rule, "change in schedule" means changes that require rerouting of the passenger prior to departure of the original flight. Change of schedule does not include force majeure events defined in paragraph D of this Rule. When a passenger will be delayed because of a change in excess of 60 minutes in the carrier's schedule, the carrier will arrange to:

a. Transport the passenger over its own lines to the destination, next stopover point, or transfer point shown on its portion of the ticket at no additional cost to the passenger; or

EXCEPTION: When an ATA Airlines, Inc. change in schedule results in the cancellation of all ATA Airlines, Inc. service between two cities and no alternative ATA Airlines, Inc. service acceptable to the passenger is available, ATA Airlines, Inc. will offer a refund.

b. ATA Airlines, Inc. will reroute the passenger as provided above, but without stopover at any point on the rerouted portion of the trip; or

c. Refund in accordance with the provisions of Rule 90(D) Refunds.

EXCEPTION: Passengers holding other than first class tickets will not be involuntarily rerouted on first class services of other carriers without additional collection.

C. MISSED CONNECTIONS

In the event a passenger misses an onward connecting flight on which space has been reserved because the delivering carrier did not operate its flight according to schedule or changed the schedule of such flight, the delivering carrier will arrange for the carriage of the passenger or make involuntary refund in accordance with Rule 90.

RULE

80 REVISED ROUTINGS, FAILURE TO CARRY, MISSED CONNECTIONS - INTERNATIONAL (CONT.)

D. FORCE MAJEURE EVENTS

ATA Airlines, Inc. may, in the event of a force majeure event, without notice or liability, cancel, terminate, divert, postpone, or delay any flight and determine if any departure or landing should be made. ATA's sole liability shall be to refund in the original form of payment any unused portion of the ticket, in accordance with involuntary refund rules. As used in this rule "force majeure event" means:

1. Any condition beyond ATA Airlines, Inc.'s control (including but not limited to, meteorological conditions, acts of God, riots, civil commotion, embargoes, wars, hostilities, terrorist acts, disturbances, or unsettled international conditions), threatened or reported, or because of any delay, demand, circumstances or requirements due, directly or indirectly, to such conditions; or
2. Any strike, work stoppage, slowdown, lockout or any other labor related dispute involving or affecting ATA Airlines, Inc.'s service; or
3. Any government regulation, demand, or requirement; or
4. Any shortage of labor, fuel, or facilities of ATA Airlines, Inc. or others; or
5. Any fact not reasonably foreseen, anticipated or predicted by ATA Airlines, Inc.

E. BULK FARE

1. Refer to ATA Airlines, Inc. Rule 300 - Bulk Fare.

RULE

90 REFUNDS AND REROUTING ON INTERNATIONAL FLIGHTS

A. GENERAL – (Pertains to scheduled service. Excludes Bulk Agreement refunds.)

Refund by carrier for an unused ticket or portion thereof, exchange order or miscellaneous charges order will be made in accordance with the following conditions, except as otherwise provided in paragraph (F) of this rule and paragraph (D) of Rule 65 (Tickets).

1. Persons requesting refund must surrender to carrier all unused flight coupon(s) of the ticket, exchange order or miscellaneous charges order.
2. Carrier will refuse refund on a ticket that has been presented to government officials of a country or to carrier as evidence of intention to depart therefrom unless the passenger establishes to the carrier's satisfaction that he has permission to remain in the country or that he will depart therefrom by another carrier or conveyance.
3. Carrier shall make all or any individual refunds through its general accounting offices, and require written applications for refunds to be prepared by passengers on special forms furnished by carrier.

B. CURRENCY

1. All refunds will be subject to government laws, rules, regulations, or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made.
2. Refunds of tickets, miscellaneous charges orders, or deposit receipts purchased in currency other than U.S. dollars will only be made in an amount equal to the amount due in the currency used to make the original purchase.

RULE

90 REFUNDS AND REROUTING ON INTERNATIONAL FLIGHTS (CONT.)

C. PERSON TO WHOM REFUND IS MADE

Carrier will refund in accordance with this rule as provided below:

1. Ticket refund will be made only to the purchaser.

EXCEPTION:

- a. When original form of payment is cash, refund will be made to the passenger named on the ticket.
- b. When original form of payment is a check, and a copy of the check is provided to identify the purchaser, refund will be made to the purchaser. If a copy of the check is not provided, refund will be given to the passenger named on the ticket.
2. A refund made to the passenger in accordance with the exception above will be deemed a valid refund and the carrier will not be liable to the true purchaser for another refund.
3. If, at the time of application for refund, evidence is submitted that a company purchased the ticket on behalf of its employee or a travel agent has made refund to its client, such refund will be made to the company or travel agent.

D. INVOLUNTARY REFUNDS

1. For the purpose of this paragraph, the term "Involuntary Refund" shall mean any refund made in the event the passenger is prevented from using the carriage provided for in his/her ticket because of cancellation of flight, inability of carrier to provide previously confirmed space, substitution of a different type of equipment or class of service by carrier, missed connections, postponement or delay of flight, omission of a scheduled stop, or removal or refusal to carry.

2. Amount of Involuntary Refunds

The amount ATA Airlines, Inc. will refund upon surrender of the unused portion of the passenger's tickets pursuant to Rules 35 (Refusal to Transport), 50 (Acceptance of Unaccompanied Minors), or 240 (Flight Delays/Cancellations) will be:

- a. If no portion of the ticket has been used, ATA Airlines, Inc. will refund an amount equal to the fare and charges applicable to the ticket issued to the passenger.
- b. If a portion of the ticket has been used, the amount equal to the unused fare will be refunded.
- c. If the ticket surrendered for refund contains one fare for multiple flight segments, ATA Airlines, Inc. retains the right to determine the method of fare allocated to each segment.

EXCEPTION:

Carrier will make no refund when the passenger is transported to an airport that is a co-terminal to the airport appearing on the passenger's ticket. Co-terminal airports are:

- MDW/ORD
- FLL/MIA/PBI
- SRQ/PIE/TPA
- JFK/EWR/LGA/HPN
- DCA/IAD/BWI
- LAX/ONT/SNA/BUR/LGB
- IAH/HOU
- SFO/OAK/SJC

RULE

90 REFUNDS AND REROUTING ON INTERNATIONAL FLIGHTS (CONT.)

- DFW/DAL
- PVD/MHT

3. Time Limitation for Refund Requests

Application for refund should be made during the period of validity of the ticket or exchange order, and the carrier reserves the right to refuse refund when application is made more than 30 days after the expiration date of the ticket or exchange order.

Upon receipt by ATA Airlines, Inc. of a completed Refund Application and unused ticket/coupon(s), a customer can expect any applicable refund:

- to the credit card account within 7 days of receipt, if ticket was originally purchased via credit card.
- to be mailed within 20 days of receipt, if ticket was originally purchased via cash or check.

E. VOLUNTARY REFUNDS

1. The term "Voluntary Refund" shall mean any refund of a ticket or portion thereof, other than an involuntary refund as defined in paragraph D. above.

2. Amount of Voluntary Refund

The refund ability of ATA Airlines, Inc. tickets is determined by the fare rules pertaining to the purchase, and is noted in the endorsements section of the ticket or receipt. When a ticket is refundable, the amount ATA Airlines, Inc. will refund upon surrender of the unused portion of the passenger's tickets pursuant to Rules 35 (Refusal to Transport), 50 (Acceptance of Unaccompanied Minors), or 240 (Flight Delays/Cancellations) will be:

- a. If no portion of the ticket has been used, ATA Airlines, Inc. will refund an amount equal to the fare and charges applicable to the ticket issued to the passenger, minus a per ticket administrative fee.
- b. If a portion of the ticket has been used, the amount equal to the unused fare will be refunded, minus a per ticket administrative fee.
- c. If a portion of the ticket has been used, and the ticket contains one fare for multiple flight segments, any remaining unused ticket coupons will have no value.
- d. ATA Airlines, Inc. assumes no obligation to issue voluntary refund in accordance with (1) or (2) above unless such ticket was issued on TZ ticket stock. The term "TZ ticket stock" means tickets printed or imprinted with the ATA Airlines, Inc. carrier code (366) as part of the ticket.

NOTE: Customers who purchase tickets with ATA FlightBank credits, do not travel and do not cancel travel at least 2 hours prior to scheduled departure time, will forfeit and render non-refundable the full value of the tickets.

3. Time Limitation for Refund Request

- a. Refund will be made in accordance with 1. and 2. above provided application for refund is made during the period of validity of the ticket or exchange order, and the carrier reserves the right to refuse refund when application is made more than 30 days after expiration date of the ticket or exchange order.
- b. Upon receipt by ATA Airlines, Inc. of a completed Refund Application and unused ticket/coupon(s), a customer can expect any applicable refund:

RULE

90 REFUNDS AND REROUTING ON INTERNATIONAL FLIGHTS (CONT.)

- to the credit card account within 7 days of receipt, if ticket was originally purchased via credit card.
- to be mailed within 20 days of receipt, if ticket was originally purchased via cash or check.

F. LOST TICKETS, MISCELLANEOUS CHARGES ORDERS, EXCESS BAGGAGE TICKETS AND SPECIAL SERVICE TICKETS

The following provisions will govern the refund or replacement of lost tickets, Miscellaneous Charges Orders, Excess Baggage Tickets and Special Service Tickets, or unused portions thereof.

1. Time Limitation for Refund Request

Subject to Rule 90 A. 1., application for refund should be made during the period of validity of the ticket or exchange order, and the carrier reserves the right to refuse refund when application is made more than 30 days after expiration date of the ticket or exchange order.

2. Basis for Refund

Refund will be made on one of the following basis, whichever is applicable:

- a. if the passenger has not purchased a replacement ticket, refund will be the full amount of the fare paid less any carrier service charges, if applicable; in the case of non-refundable tickets, the full amount of the fare paid may be refunded in the form of a transportation voucher or Miscellaneous Charges Order for future travel annotated "NON-REF" (non-refundable).
  - b. if the passenger has purchased a replacement ticket covering the same transportation as that covered by the unused portion of the lost ticket, the carrier that issued the original ticket will refund to the passenger the higher fare of either the lost ticket or the repurchased ticket, less applicable administrative charges.
3. The refunds described in paragraphs a. and b. above, shall be subject to any expenses incurred by the carrier as a result of such loss.

4. Service Charge

ATA Airlines, Inc. will impose a per ticket service charge for handling a request for refund/replacement of a lost ticket.

EXCEPTION 1: No service charge will be imposed for military passengers when transportation is paid for with a U.S. Government Transportation Request (Form No. 1169).

EXCEPTION 2: No service charge will be imposed when there is reason to believe the tickets were lost as a result of:

- a. mislifting of flight coupons by ATA Airlines, Inc. or another airline
- b. tickets issued (directly by ATA Airlines, Inc.) by telemail, which are not received by the passenger

5. Application and Conditions for Refund

- a. Form of Application. Application must be made on forms prescribed by carrier for such refunds.
- b. Where filed. Application must be filed in the general accounting office of the carrier.
- c. Conditions of Refund

RULE

90 REFUNDS AND REROUTING ON INTERNATIONAL FLIGHTS (CONT.)

- (1) 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.
- (2) ATA Airlines, Inc. will make such refund only if the person to whom the refund is made agrees, in such form as may be prescribed by the carrier, to indemnify and reimburse the carrier for any loss or damage which carrier may sustain by reason of such refund, including without reasonable limitation attorney fees and losses due to subsequent presentation of said ticket(s) for transportation.
- (3) Notwithstanding the provisions of this rule, 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.
- (4) The processing of a completed Lost Ticket Application will commence according to the Terms and Conditions outlined on ATA Airlines, Inc.'s Lost Ticket Application.

RULE

95 CLAIMS

A. TIME AND CLAIM LIMITATIONS: MANDATORY ARBITRATION

1. Baggage

On domestic travel no action shall be maintained for any loss of, pilferage of, or damage to, or any delay in the delivery of, any property or baggage, or on any other claim (excepting only personal injury or death), arising out of or in connection with transportation of, or failure to transport any passenger or property or baggage, unless notice of the claim is presented in writing to an office of ATA Airlines, Inc. within forty-five days after the alleged occurrence of the events giving rise to the claim; and unless the action is commenced within one year after such alleged occurrence. Failure to give the above notice shall not be a bar if the claimant establishes to the satisfaction of ATA Airlines, Inc. he/she was unable to give such notice. With respect to international travel, no action shall be maintained for damaged baggage unless the written claim is filed with ATA Airlines, Inc. within seven days from the date of receipt of the baggage by the passenger. In the case of delay, the complaint must be made, at the latest, within twenty-one days from the date on which the baggage has been placed at the passenger's disposal. In the case of lost luggage, the complaint must be made, at the latest, within twenty-one days from the date of travel.

RULE

95 CLAIMS (CONT.)

2. Other Claims

All claims, disputes or actions, not involving baggage arising under, in connection with or incident to the passenger's travel or the passenger's ticket must be initiated, and, where applicable, filed within one (1) year of the applicable flight or the Carrier's actions giving rise to such claim, dispute or action. Failure to pursue said claim, dispute or action within that time will bar the passenger, his estate, agent, insurer or representatives from pursuing the claim, dispute or action.

3. Arbitration

It is agreed by and between the passenger and the Carrier that all disputes, actions, claims and matters whatsoever arising under, in connection with or incident to this Agreement shall be submitted exclusively to binding arbitration in accordance with the rules of the American Arbitration Association.

B. PRELIMINARY NOTICE

In the case of missing, pilfered or damaged baggage, preliminary notice of incident must be submitted to the carrier within four (4) hours after the arrival of the flight on which the loss, delay, pilferage or damage is alleged to have occurred. In the event of failure to give such notice, no action can be taken against ATA Airlines, Inc., unless the claimant establishes to the satisfaction of ATA Airlines, Inc. that he/she was unable to give such notice for good cause.

C. OVERCHARGES

In addition to the requirements in paragraph A. above, no claims for overcharge shall be valid and no action shall be maintained thereon more than one year after the date of sale of the ticket.

D. LAWS AND PROVISIONS APPLICABLE TO INTERNATIONAL TRANSPORTATION

1. Advice to International Passengers on Limitations of Liability — Warsaw Convention

The Carrier agrees in accordance with Article 22(1) of The Convention for the Unification of Certain Rules Relating to International Transportation by Air signed at Warsaw October 12, 1929 or, where applicable, that Convention as amended by the Protocol signed at The Hague on 28 September 1955 ("the Convention") that, as to all international carriage or transportation hereunder as defined in the Convention:

- a. The Carrier shall not invoke the limitation of liability in Article 22(1) of the Convention as to any claim for recoverable compensatory damages arising under Article 17 of the Convention.
- b. The Carrier shall not avail itself of any defense under Article 20(1) of the Convention with respect to that portion of such claim that does not exceed 100,000 Special Drawing Rights (SDRs). (See NOTE 1 below.)
- c. Except as otherwise provided in paragraphs a. and b. hereof, the Carrier reserves all defenses available under the Convention to such claims. With respect to third parties, the Carrier reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.
- d. The Carrier agrees that subject to applicable law recoverable compensatory damages for such claims may be determined by reference to the law of the domicile or permanent residence of the passenger. (See NOTE 2 below.)

RULE

95 CLAIMS (CONT.)

- e. Where EC Regulation No. 2027/97 applies, and subject to such regulation, carrier shall make an advance payment of 15,000 SDRs per passenger in the event of death due to an accident.

NOTE 1: "SDR": Abbreviation for Special Drawing Rights, which are rates of currency exchange set by the International Monetary Fund and are based on exchange rates for the U.S., German, British, French and Japanese currencies.

NOTE 2: Paragraph 1 shall expire as provided in DOT Order 97-1-2 and be replaced in accordance with any final action or order of the Department entered in Docket OST-96-1607.

Notwithstanding the above, the carrier will not be liable for any loss of profits, business losses or other indirect or consequential losses.

2. Other Transportation

Except as provided in paragraph 1, or as other applicable law may require, the Carrier shall not be liable for any death, injury, delay, loss or damage of any nature (hereinafter collectively referred to as "damage") to passengers or their baggage arising out of or in connection with carrier or other services performed by the Carrier incidental thereto, unless such damage is caused by the negligence of the Carrier. The Carrier shall not be liable for any damage directly or solely arising out of its compliance with any laws, government regulation, orders, or requirements or from the failure of the passenger to comply with the same. Under no circumstances shall the Carrier be liable for any damage caused by forces beyond its control.

3. Other Persons

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

E. NOTICE OF INCORPORATED TERMS

Air transportation, whether it is domestic or international (including domestic portions of international journeys), is subject to the individual terms of the transporting air carriers, which are herein incorporated by reference and made part of the Contract of Carriage. Other carriers may have different conditions of carriage. International air transportation, including the carriers' liability, may also be governed by applicable tariffs on file with the U.S. and other governments and by the Montreal Convention or the Warsaw Convention, as amended. Incorporated terms may include, but are not restricted to:

1. Rules and limits on liability for personal injury or death.
2. Rules and limits on liability for baggage, including fragile or perishable goods, and availability of excess valuation coverage.
3. Claims restrictions, including time periods in which passengers must file a claim or bring an action against the air carrier.
4. Rights of the air carrier to change terms of the contract.
5. Rules on reconfirmation of reservations, check-in times, and refusal to carry.
6. Rights of the air carrier and limits on liability for delay or failure to perform service, including schedule changes, substitution of alternate air carriers or aircraft or rerouting.

RULE

95 CLAIMS (CONT.)

Additional information on items 1 through 6 above may be attained at any U.S. location where the transporting air carrier's tickets are sold. Airline passengers have the right to inspect the full text of each transporting air carrier's terms at its airport and city ticket offices. They also have the right, upon request, to receive free of charge the full text of the applicable terms incorporated by reference from each of the transporting air carriers. Information on ordering the full text of each air carrier's terms is available at any U.S. location where the air carrier's tickets are sold.

## SECTION II — TICKETS

### RULE

#### 100 TICKETS

- A. No person shall be entitled to transportation except upon presentation of a valid ticket. Such ticket shall entitle the passenger to transportation only between points of origin and destination and via the routing designated thereon.
  - 1. ATA-issued non-denominational vouchers are valid for travel in coach class only.
  - 2. Non-denominational vouchers issued for Business Class are considered invalid.
- B. Flight coupons will be honored 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, shall not be valid.
- D. Tickets are not transferable, but the carrier is not liable to the owner of a ticket for honoring or refunding such ticket when presented by another person.
- E. Prior to issuance, tickets must be paid in full.
- F. ATA Airlines, Inc. has no obligation to accept another carrier's ticket, unless ticket is issued in conjunction with a code share or other industry-specific agreement, which has been mutually agreed upon by both carriers.
- G. ATA Airlines, Inc. reserves the right to confiscate tickets believed to have been improperly issued, obtained, or altered unlawfully.

### RULE

#### 105 TICKET VALIDITY

A wholly unused ticket for transportation on ATA Airlines, Inc. is valid for, and travel must be completed, 12 months from the date of issuance of the ticket.

## SECTION III — RESERVATIONS

### RULE

#### 115 CONFIRMATION OF RESERVATIONS

- A. A reservation of space on a given flight is valid when the availability and allocation of such space is confirmed by a Reservations Agent of the carrier and 1) when a ticket is issued, and 2) entered in the carrier's electronic reservations system. Subject to payment, or other satisfactory credit arrangements, a validated ticket will be issued by the carrier indicating such confirmed space. Such reservation of space is subject to cancellation by the carrier without notice if the passenger has not obtained a validated ticket specifying thereon confirmed reserved space, at least 30 minutes prior to the scheduled departure time of the flight to which such reservation applies.
- B. In the unlikely event an overbooking occurs, no one possessing a confirmed ticket will be denied a seat until our personnel first ask for volunteers willing to give up their reservations. If there are not enough volunteers, we will generally deny boarding to those passengers waiting to check-in. With few exceptions, passengers denied boarding involuntarily, and who have complied with ATA Airlines, Inc.'s check in requirements, are entitled to compensation.

EXCEPTION: Where there is a record that the reservations were cancelled after the ticket was issued, the ticket for confirmed space may not be honored nor subject to the provisions of Rule 245 (Denied Boarding Compensation).

- C. ATA Airlines, Inc. will offer each customer confirming a reservation the lowest available fare for which the customer is eligible, based on date, routing, and time. Customers interested in obtaining the lowest available fare are advised to book early and have some flexibility with their travel plans.
- D. ATA Airlines, Inc. Reservations Sales Agents are able to provide a variety of information related to ATA Airlines, Inc.'s aircraft and service. Aircraft configuration, seat size and seat pitch are just a few examples of information they will provide on request. This information is also available on ATA Airlines, Inc.'s web site.

### RULE

#### 135 CANCELLATION OF RESERVATIONS

- A. The carrier 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.

RULE

135 CANCELLATION OF RESERVATIONS (CONT.)

B. AIRPORT CHECK-IN TIME LIMITS

1. ATA Airlines, Inc. may cancel the reservation of any passenger who presents himself/herself for flight check-in at a ticket counter / curbside / Self Service Device less than:
  - 30 minutes prior to scheduled departure - flights operating to / from domestic U.S. destinations.
  - 60 minutes prior to scheduled departure - flights operating to / from international destinations.
2. ATA Airlines, Inc. may cancel the reservation of any passenger who presents himself/herself at the departure gate less than:
  - 20 minutes prior to scheduled departure time - flights operating within the Continental U.S.
  - 30 minutes prior to scheduled departure time - flights operating to / from Hawaii, Mexico, San Juan, Caribbean and international destinations.
3. The carrier will not be obligated to provide reserved seat selections on applicable flights to any passenger who presents himself / herself at the departure gate less than:
  - 20 minutes prior to scheduled departure time - flights operating within the Continental U.S.
  - 30 minutes prior to scheduled departure time - flights operating to / from Hawaii, Mexico, San Juan, Caribbean and international destinations.

C. The carrier is not liable when it cancels the reservation of any passenger in accordance with this rule, but;

1. If such reservation was cancelled pursuant to paragraph A. of this rule, ATA Airlines, Inc. will take such action as provided in Rule 240 (Flight Delays/Cancellations);
2. If such reservation was cancelled pursuant to other paragraphs of this rule, such carrier will refund in accordance with Rule 270 (Voluntary Refunds).

## SECTION IV — FARES AND ROUTINGS - GENERAL

### 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.
- B. Fares and charges apply only to air transportation between airports indicated on the passenger ticket.

### RULE

#### 160 CURRENCY

Except as otherwise provided, all fares and charges 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 pursuant to Rule 255 (REROUTING), the fare applicable to a round trip between two points over the lines of one or more carriers shall be:

- A. When specifically published via the desired routing, the applicable round-trip fare specifically published by or on 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

#### 180 STOPOVERS

Unless specifically noted in fare rules, stopovers will not be permitted.

### RULE

#### 185 ROUTINGS

Each fare applies only to transportation via the routings specified in connection with such fare.

## SECTION V — BAGGAGE

### RULE

#### 190 BAGGAGE

##### A. GENERAL CONDITIONS OF ACCEPTANCE

ATA Airlines, Inc. will accept and issue a baggage claim check for baggage transportation, 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 ATA Airlines, Inc.; however, ATA Airlines, Inc. shall not be obligated to perform inspection. ATA Airlines, Inc. will refuse to transport, or will remove at any point, baggage that the passenger refuses to submit for inspection.
2. ATA Airlines, Inc. has the right to refuse to transport baggage on any flight other than the one carrying the passenger.
3. ATA Airlines, Inc. will refuse to accept property for transportation which is not suitably packaged to withstand ordinary handling or whose size, weight, or character renders it unsuitable for transportation on the particular aircraft which is to transport it; or which cannot be accommodated without harming and/or annoying property, passengers or equipment.

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

##### B. QUANTITY AND/OR SIZE MAXIMUMS

At carrier's discretion on a space available basis, baggage in excess of the free baggage allowance (paragraph H) may be accepted for transportation per ticketed passenger upon payment of the excess baggage charges.

##### C. ACCEPTANCE OF SPECIAL/FRAGILE ITEMS

1. Upon request, a fragile and/or bulky item will be carried as cabin seat baggage subject to the provisions in paragraph G) below.
2. Fragile items (for examples see paragraph 3, this section) may be accepted if they are appropriately packaged or in an original factory sealed carton, cardboard mailing tube, or container or case designed for shipping such items or packed with protective internal material. Such fragile items will be accepted only upon the execution of a release, furnished by ATA Airlines, Inc., which relieves ATA Airlines, Inc. of liability for loss or damage of contents. Such loss or damage must result solely from the unsuitability of such items as checked baggage and/or the inadequacy of their packaging, and not from ATA Airlines, Inc.'s failure to exercise the ordinary standard of care. (See release form in paragraph 4, this section).
3. The following are special items or types of items that will be accepted as baggage by ATA Airlines, Inc. 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.

The following definitions apply:

- a. Release required - the item will be accepted as checked baggage only upon a liability release from the passenger.

**RULE****190 BAGGAGE (CONT.)**

- b. Special charge - this charge applies to each item of a special type that is checked. For example, if two bicycles are checked, a charge for each bicycle will be collected. The applicable charges for special items may be collected at the time the item is checked.
- c. FBA "Free Baggage Allowance" - for complete explanation of free baggage allowance and charges, see Paragraph H of this Rule.

NOTE: The following items may be substituted for Free Baggage Allowance (FBA) on a one-for-one basis, unless a Special Charge is referenced for an Item.

<b>ITEMS</b>	<b>REMARKS</b>	<b>RELEASE REQ'D</b>	<b>SPECIAL CHARGES</b>
Antlers	Retained as hunting trophies (e.g., moose, elk, deer). Skull must be wrapped and tips protected. Antlers must be as free of residue as possible.	YES	-
Archery	Accepted as FBA. One item is defined as: one bow, arrows and an average size target (large target stands cannot be accepted). Limited Release is required if not packed within a hard sided container.	NO YES	- -
Artistic Items	Pictures, drawings, statues, models, souvenirs, other art objects, curios, and similar articles.	YES	-
Batteries	See Restricted Articles	NA	-
Bicycles	Only accepted as FBA if dimensions of the bicycle case fall within the dimensions and weight limits established for normal checked baggage. Otherwise a Special Charge applies per item. Must have handlebars fixed sideways and pedals removed, or be placed in a cardboard container, or pedals and handlebars encased in plastic, foam, or similar material. Single-seat non-motorized bicycles only. Limited release required if not packed within a hard sided container.	NO YES	\$50.00
Boogie or Knee Boards	Accepted as FBA.	YES	-
Bowling	Accepted as FBA. One item is defined as one bowling bag, including ball and shoes. Limited release is required if not packed in an appropriate bowling bag.	NO YES	-

**RULE****190 BAGGAGE (CONT.)**

<b>ITEMS</b>	<b>REMARKS</b>	<b>RELEASE REQ'D</b>	<b>SPECIAL CHARGES</b>
Camera, Film, Video, Lighting, Sound Equipment	Accepted when presented by representatives of network or local television broadcasting companies or commercial filmmaking companies. A Special Charge applies for each item in excess of the FBA.	YES	\$30.00 per item
Ceramics/ China ware/ Glass	Pots, statues, bowls, dishes, glasses or other containers made of clay-hardened by heat; earthenware, crockery, and containers or ornaments made of porcelain or baked clay and items made of or containing glass and similar articles.	YES	-
Child Restraint System	Accepted as FBA singly or with one stroller. One Child Restraint System plus one Stroller is considered one item.  Limited Release is required if not in manufacturer's original packaging.	NO  YES	-
Electronics/ Mechanical Items	All video and audio devices including but not limited to: televisions, radios, stereo equipment, VCR players/recorders and accessories; typewriters, hair dryers, sewing machines, specialized equipment, and similar articles.	YES	-
Fishing Equipment	Accepted as FBA. One item is defined as: two rods, one reel, one landing net, one pair of fishing boots, and one tackle box.	YES	-
Garment Bags	Bags and suit/dress covers of light, flimsy plastic or vinyl designed for carrying and not shipping. Hanging garment sample bags with outside length, width and height measurements exceeding eighty (80) inches, up to a maximum of one hundred ten (110) inches, will be accepted as odd size, if flexible, and may be included in FBA.	YES	-
Golf Equipment	Accepted as FBA. One item includes: One golf bag containing maximum 14 clubs, 12 golf balls, one pair of golf shoes.  Limited Release is required if not packed within a hard sided container.	NO  YES	-
Household Articles	Lamps, lamp shades, furniture, and items of similar nature.	YES	-
Incubators	See Precision Instruments. Infants in incubators not accepted.	YES	-

**RULE**

**190 BAGGAGE (CONT.)**

<b>ITEMS</b>	<b>REMARKS</b>	<b>RELEASE REQ'D</b>	<b>SPECIAL CHARGES</b>
Kayak	Not included in FBA. A Special Charge applies. One kayak (other than a sea kayak), with paddle secured, is accepted as checked baggage.	NO	\$50.00
Lacrosse & Hockey Sticks	Accepted as FBA. One item is one bag, regardless of the number of items in the bag.	YES	-
Life Raft	Not included in FBA. A Special Charge applies. Inflating cartridge must be removed, as it cannot be transported.	YES	\$50.00
Liquids	Any liquids transported in any container considered fragile. NOTE: See Hazardous Materials & Restricted Articles Section.	YES	-
Liquor Cartons	Liquor cartons provided for hand carriage by duty-free shops.	YES	-
Musical Instruments & Equip.	Musical instruments, amplifiers, speakers or similar articles used in conjunction with musical instruments that are not protected, or are in carrying cases not sufficient to prevent damage when items are packed with other cargo.	YES	-
Overpacked Baggage	Accepted only with release	YES	-
Paintball	See Restricted Articles	NA	-
Perishables	Cut flowers, plants, foods, untreated animal skins or hides, and similar articles requiring maintenance at specific temperatures such as medicine, whole blood and blood cells.	YES	-
Pets	Refer to Rule 190E.		\$75.00
Photographic/ Cinematographic	All cameras including but not limited to VCR recorders/players, photoflash equipment, photometers, spectrosopes, photo tubes and/or other similar devices using sensitive tubes or plates and film (still or movie), exposed or unexposed; as well as all related attachments or accessories.	YES	-
Pole Vault	Not included in FBA. A Special Charge applies per item. Each single pole vault is considered an item.	NO	\$50.00
Precision Instruments	Microscopes, oscilloscopes, meters, counters, polygraphs, electrographs, medical equipment and similar articles.	YES	-
Recreational	Tents, backpacks, sleeping bags, and knapsacks made of plastic, vinyl, or other easily torn material with aluminum frames, outside pockets, or protruding straps and buckles and other sporting or recreational items not contained in a rigid heavy case.	YES	-

190 BAGGAGE (CONT.)

ITEMS	REMARKS	RELEASE REQ'D	SPECIAL CHARGES
Restricted Articles	Any article listed in the Official Air Transport Restricted Articles Tariff and/or named in DOT Hazardous Materials Regulations, will not be accepted, with exception of wet cell batteries carried in compliance with CFR 382. ATA does not accept compressed air systems, including oxygen generators or oxygen bottles under any conditions.	NA	-
Sacks/Bags	Boxes, sacks, bags, or similar containers and contents thereof that do not have sufficient durability, a secure closure, or provide sufficient protection from damage to the container and its contents.	YES	-
Scuba	Accepted as FBA. One item is defined as: One regulator, one tank harness, one tank pressure gauge, one mask, two fins, one snorkel, one knife and one safety vest. Tanks are accepted only if completely empty and stem valves are removed. <u>NOTE:</u> Regulator and other items must be appropriately packed with protective internal material in a container acceptable to the carrier.	YES	-

RULE

190 BAGGAGE (CONT.)

ITEMS	REMARKS	RELEASE REQ'D	SPECIAL CHARGES
Shooting Equipment/ Firearms	<p>Reference Carriage of Weapons Section D. Firearms will be accepted as checked baggage only, and subject to the conditions noted below.</p> <p>Accepted as FBA. The gun box must be designed to hold no more than two (2) sporting rifles or shotguns. Exempt from the oversize charge only. One item is defined as: (1) One rifle case with not more than two rifles, with or without scopes, two shotguns and two shotgun cases, or one pistol case containing not more than five pistols and (2) 11 lbs. of ammunition, and (3) one shooting mat, and (4) noise suppressors, and (5) small weapon tools.</p> <ol style="list-style-type: none"> <li>1. <u>Rifles and shotguns</u> must be packed in either (1) a crush-proof container specifically designed for firearms, or (2) in a hard case.</li> <li>2. <u>Handguns</u> must be packed in either (1) a lockable hard case, or (2) hard-sided lockable luggage. Baggage containing handguns must be locked at the time of acceptance by ATA Airlines Inc., and the key or combination retained in the passenger's custody.</li> <li>3. <u>Baggage containing firearms</u> will not knowingly be accepted for transportation by ATA Airlines, Inc. at any point unless a declaration, signed and dated on the day the baggage is accepted for transportation, is attached to the outside of the case declaring that the firearms are not loaded.</li> <li>4. <u>Exception:</u> If the container is of a type not specifically designed for transporting firearms, the declaration must be placed inside the container.</li> <li>5. <u>Ammunition</u> must be packed in the manufacturer's original package or securely packed in fiber, wood or metal boxes. Ammunition with explosive or incendiary projectiles will not be accepted. A maximum of 11 lbs. of ammunition per passenger will be accepted.</li> </ol>	NO	-

**RULE****190 BAGGAGE (CONT.)**

<b>ITEMS</b>	<b>REMARKS</b>	<b>RELEASE REQ'D</b>	<b>SPECIAL CHARGES</b>
Skateboard	Accepted as FBA.	YES	-
Ski Equipment	Accepted as FBA. One item of skiing equipment includes: (1) One pair of snow skis, one pair of ski boots, one pair of ski poles, one pair of ski bindings; (2) One pair of water skis and life preserver; (3) One snowboard.  Limited release required if not packed within a hard sided container or case designed for shipping.	NO  YES	-
Strollers	Accepted as FBA singly or with one Child Restraint System. One Stroller plus one Child Restraint System is considered one item.  Limited Release required if not in manufacturer's original packaging.	NO  YES	-
Surfboards	Not included in FBA. A Special Charge per surfboard applies, even if packed together in one bag.	YES	\$50.00
Tennis Rackets	Accepted as FBA.  Limited Release required if not packed in a protective case designed for shipping.	NO YES	-
Wheelchairs – All wheelchair types accepted.	Accepted as checked baggage, in addition to FBA. Wheelchairs may be accepted in the passenger compartment on a first come, first served basis, provided wheelchair is consistent with size and weight restrictions of onboard stowage compartments. (Not applicable to L1011 aircraft.)	NO	-
Windsurfers	Not included in FBA. A special per item charge applies. One item is defined as: one wind surfboard, one mast, one beam and sail.  Shipped contingent upon space availability, and must be properly packed to prevent damage to the board.	YES	\$50.00

RULE

190 BAGGAGE (CONT.)

6. Release Forms

The following are copies of the Release Forms that will be provided by ATA Airlines, Inc. Execution of either one of the Release Forms relieves ATA Airlines, Inc. of liability for damage to fragile items (of the type identified above) as checked baggage, when 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 either one of the Release Forms also relieves the carrier of liability for spoilage, substantial loss of value, or potency which results from 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.

Release Forms require passengers' signature. Failure to sign the Release Form will result in ATA Airlines, Inc.'s refusal to accept the item(s) as checked baggage.

**FACSIMILE OF LIMITED RELEASE**

<p>TO EXPOSE ADHESIVE REMOVE TO HERE</p>	<p><b>CONDITIONAL ACCEPTANCE</b> <i>Accepted at customer's risk and request</i></p> <ul style="list-style-type: none"><li><input type="radio"/> Late Check-in</li><li><input type="radio"/> Received Damaged</li><li><input type="radio"/> Voluntary Separation</li><li><input type="radio"/> Fragile/Perishable</li><li><input type="radio"/> Packaging Inadequate</li><li><input type="radio"/> Unsuitably Packed</li><li><input type="radio"/> Other _____</li></ul> <table border="1" style="width: 100%;"><tr><td colspan="2">Customer's Signature</td></tr><tr><td>Date</td><td>Agent</td></tr></table>	Customer's Signature		Date	Agent	<p><b>BAGGAGE CLAIM CHECK</b> Baggage accepted subject to ATA conditions of contract or tariffs including limitations of liability herein contained. This is not the luggage tag (baggage check) described in Article 4 of the Warsaw Convention or the Hague Protocol, 1955. Baggage claims against carrier on flight for loss or damage must be reported to an ATA representative upon arrival after discovery of loss or damage.</p>
Customer's Signature						
Date	Agent					
<p><b>ATA</b> S.I.T.A. HDOLZTZ</p>						

**FACSIMILE OF BAG TAG (BACK)**

<p>TEST/A MISS 000000</p>	<p><b>MDW</b> <b>TZ 3515</b> CHICAGO MIDWAY IL TZ 14 39 49</p>	<p>6366143949</p>	<p><b>ATA</b></p>	<p><b>D</b> TZ 3515 MDW CHICAGO MIDWAY IL TEST/A MISS 6366143949 TZ 14 39 49</p>
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RULE

190 BAGGAGE (CONT.)

D. CARRIAGE OF WEAPONS

Only the following persons are permitted to carry weapons aboard ATA Airlines, Inc. aircraft:

1. An official or employee of the United States, of a State or political subdivision of a State, or a municipality or who is authorized to carry arms as specified in 49CFR 1540, 49CFR 1544.219 and 49CFR 1544.223.
  - a. A person who is authorized to have the weapon by ATA Airlines, Inc.
  - b. The person having the weapon -
    - (1) Is authorized to have the weapon; and
    - (2) Needs to have the weapon accessible to him in connection with the performance of his duty.
  - c. ATA Airlines, Inc. has been notified -
    - (1) Of the flight on which the armed person intends to have the weapon accessible to him at least one (1) hour, or in an emergency as soon as practicable, before departure; and
    - (2) When the armed person is other than an employee or official of the United States.
2. ATA Airlines, Inc. will not knowingly permit any person to carry, nor may any person carry, while aboard an aircraft being operated by ATA Airlines, Inc., in checked baggage, a loaded firearm.

(For the purpose of this section, a loaded firearm means a firearm which has a live round of ammunition, cartridge detonator or powder in the chamber or in a clip, magazine, or cylinder inserted in such firearm.)
3. ATA Airlines, Inc. will not knowingly permit any person to carry, nor may any person carry, while aboard an aircraft being operated by ATA Airlines, Inc., in checked baggage, any unloaded firearm unless the following conditions are met:
  - a. The person must declare in writing to ATA Airlines, Inc. before checking the baggage that a firearm is in the baggage; and ATA Airlines, Inc. has obtained from passenger, before checking the baggage, a written declaration that any firearm carried in the baggage is unloaded. (Reference Acceptance of Special/Fragile Items Section C - Firearms/Shooting Equipment.)
  - b. The firearm is carried in a container ATA Airlines, Inc. considers appropriate for air transportation.
  - c. When the firearm is other than a shotgun, rifle, or other firearm normally fired from the shoulder position, the container in which it is carried must be locked, and only the passenger checking the baggage retains the key or combination.
  - d. The baggage containing any firearm is carried in an area that is inaccessible to passengers.
4. No person having a deadly or dangerous weapon accessible to him/her may drink any alcoholic beverage while aboard ATA Airlines, Inc. aircraft.

RULE

190 BAGGAGE (CONT.)

5. Any one authorized by ATA Airlines, Inc. to carry a firearm must present credentials and identification to the company agent or representative. Such identification must include:
  - a. A clear full-face picture.
  - b. The bearer's signature.
  - c. A signature of a responsible official of the law enforcement authority or seal of the department/agency.

NOTE: A badge or similar device will not be accepted as the sole means of identification.

E. ACCEPTANCE OF LIVE ANIMALS

As a service and convenience to our customers, ATA Airlines, Inc. accepts personal pets for transportation, as long as they can be safely accommodated as carry-on baggage. ATA does not transport animals in the aircraft cargo compartments as checked baggage. Personal pets are considered domesticated dogs, cats and small birds. A fare-paying passenger who has reached his/her 12th birthday must travel the same itinerary as the personal pet accepted for transportation. Animals are not accepted for transportation on flights operated by code share alliance airlines or flights that connect with other airlines.

NOTE: Rodents (i.e., ferrets, gerbils, guinea pigs, etc.), fish and reptiles are not accepted for travel as personal pets or as service/therapeutic animals.

EXCEPTION: This rule does not apply to the transportation of live animals pursuant to Rule 55 (animals trained to assist disabled customers).

General conditions of acceptance:

1. A charge of \$75.00 per container will be assessed each way for transportation of animals. ATA Airlines does not furnish pet containers.
2. The animal must be harmless, inoffensive, odorless, and require no attention during transit.
3. The passenger must make all arrangements and assume full responsibility for complying with any applicable laws, customs, and/or all governmental regulations, requirements, or restrictions of country, state, or territory to which the animal is being transported. ATA Airlines, Inc. reserves the right to deny carriage in order to comply with applicable law or advisory.
4. Personal pets will not be transported on International Flights with the exception of U.S. Territories; i.e., U.S. Virgin Islands, Puerto Rico.
5. ATA Airlines, Inc. limits the number of pet containers that may be carried onboard its aircraft. A maximum of five (5) pet containers are allowed per flight segment.
6. Carry-On Animals
  - Animal container is counted toward the passenger's carry-on baggage allowance.
  - Only one live animal may be transported in a travel container.

NOTE: Two puppies or two kittens, eight weeks to six months of age, and weighing less than 20 lbs (9kg) each may be transported in the same travel container.
  - The animal must be in a container subject to inspection and approval by ATA Airlines, Inc.

RULE

190 BAGGAGE (CONT.)

- The passenger is responsible for assuring the container meets all government requirements for safe and humane transport.
- Dimensions of container must confirm with sizes noted in Section H, paragraphs 2 and 3.
- Animal must remain in the container at all times while onboard the aircraft, unless it is a qualified therapeutic or service animal.

F. CHECKED AND CARRY-ON 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 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 ATA Airlines, Inc.

1. Checked Baggage

ATA Airlines, Inc. will check baggage and issue a baggage claim check for baggage which is tendered by a ticketed passenger and which is acceptable under the terms of this rule.

- a. Baggage must be checked at the city or airport office designated by ATA Airlines, Inc. and in advance of flight departure time as prescribed by the carrier.
- b. The passenger's name and address must appear on the outside and should appear on the inside of all checked baggage. ATA Airlines, Inc. will supply baggage identification labels to the passengers free of charge.
- c. Baggage will not be checked:
  - (1) To a point that is not on the passenger's routing.
  - (2) Beyond the passenger's next point of stopover or, if there is no stopover, beyond the final destination designated on the ticket.
  - (3) Beyond a point at which a passenger wants to reclaim the baggage or any portion thereof.
  - (4) Beyond the point to which all applicable charges have been paid.
  - (5) 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.
  - (6) To a point intermediate to the passenger's next point of stopover or, if there is not a stopover, to a point intermediate to the final destination designated on the ticket unless the intermediate point to which the baggage is to be checked is a permissible stopover point at the fare paid.

EXCEPTION: If the passenger is making a connection to the first available ATA Airlines, Inc. flight departing from such intermediate point and the connection exceeds four (4) hours, the passenger may reclaim his/her baggage at such intermediate connecting point.

2. Carry-on Baggage

When baggage is carried on board the aircraft, it may be stored in cabin compartments (if the aircraft is so equipped), or it must be retained in the passenger's custody and stored under a seat or in an enclosed overhead compartment approved for the carriage of such baggage (if the aircraft is so equipped). Carry-on baggage is the sole responsibility of the passenger. ATA Airlines, Inc. reserves the right to restrict

## RULE

### 190 BAGGAGE (CONT.)

carry-on baggage and will not assume any liability for articles / baggage carried on board by the passenger. In addition, any articles carried on board by the passenger which do not comply with allowable weight and size that are taken as a courtesy by the Flight Attendant to be stored, remain the sole responsibility of the passenger and not ATA Airlines, Inc. Refer to Section H, paragraph 2 for number, weight and size restrictions of carry-on baggage.

#### Electronic Devices

There are certain portable electronic devices that function as a "miniature broadcasting station" and, as a result, may cause interference with airborne navigation equipment and aircraft systems. For this reason, the following electronic devices will not be allowed to be operated at any time while on ATA Airlines, Inc. aircraft:

- Portable TVs
- Radios
- Remote controlled devices
- Wireless computers/ mouse

The use of portable cellular phones, cellular phone games and pagers is permitted while in the jet bridge and aboard the aircraft while parked at the gate prior to door closing. Cellular phones, cellular phone games and pager use is prohibited after door closing and should remain off in flight. This includes cell phones equipped with airplane mode function. Upon arrival, cellular phones and pagers may be used only after an announcement has been made authorizing use.

#### G. CABIN-SEAT BAGGAGE

Carriage of cargo in passenger compartments:

Except as noted below, no cargo will be carried in the passenger compartment of any aircraft. When a passenger requests that an item of baggage be carried in the cabin, and it is determined by ATA Airlines, Inc. 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. Cabin seat baggage must be carried aboard the aircraft by the passenger.
2. Cabin seat baggage must be placed in a seat behind a bulkhead, class divider or wind-screen and furthest from the aisle.
3. It must be packaged or covered in a manner to avoid possible injury to passengers.
4. It must be properly secured by a safety belt to eliminate the possibility of shifting.
5. The passenger and baggage must be seated in the same cabin compartment.
6. Its location must not restrict access to or use of any required emergency or regular-exit or of the aisle in the passenger compartment.
7. Its location must not obscure any passenger's view of the "Seat Belt" sign, the "No-Smoking" sign, or required exit sign.
8. ATA Airlines, Inc. will charge the applicable full fare for that portion of the trip on which the extra seat is used. The cabin-seat baggage will not be included in determining free baggage allowance or excess baggage charges.

#### H. FREE BAGGAGE ALLOWANCE (FBA)

When a passenger presents a valid ticket for transportation over the routes of ATA Airlines, Inc., carrier will transport the passenger's baggage between such points subject to

RULE

190 BAGGAGE (CONT.)

the conditions of acceptance described in this rule. Baggage that conforms to the conditions of acceptance in the free baggage allowance will be carried without charge. Certain items may be substituted for the basic allowance, and certain other items may be carried in addition to the basic allowance.

1. The following are definitions of terms in this rule:

- a. **Oversize / Overweight** — A piece of baggage whose total maximum outside linear dimensions exceeds 62", or whose weight exceeds 50 lbs. (44 lbs. on trans-Atlantic flights).
- b. **One item** — in the "special item" section (Section C) as it applies to each article described, such as, one item of skiing equipment, which includes skis, boots, poles, and bindings.

2. Basic Free Allowance (Domestic Flights)

ATA Airlines, Inc. accepts three pieces of checked baggage per ticketed person, at no charge.

ATA Airlines, Inc. reserves the right to restrict carry-on baggage. Exceeding the allowable carry-on limit will require baggage to be checked at the ticket counter. Carry-on items are subject to the following operational limits:

<u>Aircraft Type</u>	<u>Maximum Carry-on Pieces</u>	<u>Dimensions</u>
B737 & B757	One	9"H x 15"W x 25"D
L1011	One	9"H x 13.5"W x 19"D

In addition to one piece of carry-on baggage, customers are allowed one smaller personal item, per person, onboard all aircraft types. Examples of personal items include:

- Purse
- Briefcase
- Laptop computer

Medical and mobility assistive devices required by a customer must be accepted, but must be stowed and do not count as carry-on baggage.

Child restraint systems do not count as carry-on items when the system is properly used in flight and the infant occupies a passenger seat. They are considered carry-on if they are stowed in the cabin during flight.

Checked Baggage

Maximum bag size is measured by linear dimensions (length + width + height = linear inches allowed). Checked bags included in Free Baggage Allowance may not exceed 62 linear inches, and may not exceed 50 lbs. per piece.

EXCEPTION: ATA Airlines, Inc. charter flights:

The above-noted sizes apply; however, combined baggage weight is not to exceed 44 lbs. per ticketed person.

Excess Baggage Charges

Acceptance of extra, overweight and/or oversized baggage is solely at ATA Airlines, Inc.'s discretion and may be accepted on a space available basis. Charges will be assessed as follows:

RULE

190 BAGGAGE (CONT.)

<u>#CHECKED BAGS</u>	<u>CHARGE</u>
1-3	FBA
4-9	\$50.00 each
10 or more	\$110.00 each

<u>OVERWEIGHT: WEIGHT OF BAG</u>	<u>CHARGE</u>
Up to 50 lbs.	FBA
51 - 70 lbs.	\$25.00
71 - 100 lbs.	\$50.00

No one piece may exceed 100 lbs.

OVERSIZE: Baggage that exceeds 62" (linear dimensions) is charged \$50.00 per piece. No one piece may exceed 80" (linear dimensions).

3. Basic Free Allowance (International Flights, Including San Juan, PR)

ATA Airlines, Inc. accepts two pieces of checked baggage at no charge. Allowable checked and carry-on baggage combinations are as follows, subject to aircraft limitations noted below.

- 2 pieces checked, 0 carry-on
- 2 pieces checked, 1 carry-on

ATA Airlines, Inc. reserves the right to restrict carry-on baggage.

Carry-On Baggage

ATA airlines, Inc. reserves the right to restrict carry-on baggage.

Exceeding the allowable carry-on limit will require baggage to be checked at the ticket counter. Carry-on items are subject to the following operational limits:

<u>Aircraft Type</u>	<u>Maximum Carry-on Pieces</u>	<u>Dimensions</u>
B737 & B757	One	9"H x 15"W x 25"D
L1011	One	9"H x 13.5"W x 19"D

In addition to one piece of carry-on baggage, customers are allowed one smaller personal item, per person, onboard all aircraft types. Examples of personal items include:

- Purse
- Briefcase
- Laptop computer

Medical and mobility assistive devices required by a customer must be accepted, but must be stowed and do not count as carry-on baggage.

Child restraint systems do not count as carry-on items when the system is properly used in flight and the infant occupies a passenger seat. They are considered carry-on if they are stowed in the cabin during flight.

Checked Baggage

Maximum bag size is measured by linear dimensions (length + width + height = linear inches allowed). Checked bags included in Free Baggage Allowance may not exceed 62 linear inches, and may not exceed 50 lbs. per piece.

RULE

190 BAGGAGE (CONT.)

EXCEPTION: ATA Airlines, Inc. charter flights:

The above-noted sizes apply; however, combined baggage weight is not to exceed 44 lbs. per ticketed person.

Excess Baggage Charges

Acceptance of extra, overweight and/or oversized baggage is solely at ATA Airlines, Inc.'s discretion and may be accepted on a space available basis. Charges will be assessed as follows:

<u>#CHECKED BAGS</u>	<u>CHARGE</u>
1-2	FBA
3 or more	\$50.00 each
<u>OVERWEIGHT: WEIGHT OF BAG</u>	<u>CHARGE</u>
Up to 50 lbs.	FBA
51 - 70 lbs.	\$25.00
71 - 100 lbs.	\$50.00

No one piece may exceed 100 lbs.

OVERSIZE: Baggage that exceeds 62" (linear dimensions) is charged \$50.00 per piece. No one piece may exceed 80" (linear dimensions).

4. Additions to the basic allowance:

The following items may be accepted in addition to the basic free allowance:

Wheelchair, crutches, cane or prosthetic devices.

Conditions of wheelchair acceptance:

- (1) All types of wheelchairs are accepted - collapsible or non-collapsible; electric powered or with wet or dry cell batteries.
- (2) At the time of check-in, electrically powered wheelchairs must have the cables disconnected and terminals protected against electrical short circuit.
- (3) Passenger must check-in at least 60 minutes prior to the scheduled flight departure for those passengers who wish to receive special assistance and/or accommodations. ATA Airlines, Inc. requires 48 hours advance notice in order to transport a wheelchair with a spillable battery or if the wheelchair must be disassembled.
- (4) Battery must be leak proof and contained in a leak proof box and fastened securely to the wheelchair.

I. EXCESS BAG CHARGES

1. Baggage in excess of the maximum Free Baggage Allowance will be accepted for transportation at carrier's discretion on a space available basis, and may be assessed the excess baggage charges specified in this rule. When baggage is accepted for travel on ATA Airlines, Inc., connecting with a flight operated by a code share alliance, the excess baggage charges of the operating carrier shall be assessed on behalf of both air carriers. When baggage is accepted for travel that includes a non-code share alliance air carrier, excess baggage charges will be collected only for ATA Airlines, Inc., regardless of the itinerary or other carriers involved. Other carriers in the itinerary may impose their own excess baggage charges.

RULE

190 BAGGAGE (CONT.)

2. Baggage over this Free Allowance may be accepted at a charge per piece subject to the size and weight restrictions stated in Rule 190 part H, item 2.

J. BAGGAGE LIABILITY

1. Liability, if any, for loss, damage, pilferage, or delay to baggage is limited as follows:  
(1) For travel solely between U.S. points, it shall not exceed the actual value of the property up to a maximum liability of \$3,000.00 per ticketed passenger. (2) For international travel (including domestic portions of international journeys) to which the Warsaw Convention applies, to approximately \$20.00 per kilo or \$9.07 per pound (or the actual value, whichever is less) for checked baggage (not to exceed: 2 bags and \$640.00 per bag) and \$400.00 per ticketed passenger for unchecked baggage. (3) For international travel (including domestic portions of international journeys) to which the Montreal Convention applies, liability for loss, delay or damage to baggage is limited to approximately \$1,375.00 per ticketed passenger for checked and unchecked baggage. Pursuant to ATA Airlines, Inc.'s Conditions of Contract and applicable tariff regulations, if the weight of a passenger's checked baggage or property is not endorsed on the passenger ticket/baggage check, it shall be conclusively presumed that the weight of all such baggage is the maximum weight generally accepted by the carrier (VIZ. 50 lbs.). Where the Warsaw Convention applies, this establishes a maximum limitation of liability for international travel to and from a U.S. point of \$640.00 per bag (limit 2). This limit may be lower when the passenger utilizes connecting carriers. On domestic flights, ATA Airlines, Inc. assumes no liability for valuables including, but not limited to: Money, jewelry, cameras and other valuables (see exclusions below #5). ATA Airlines, Inc. also assumes no liability for any consequential damages resulting from any loss of, pilferage of, damage to, or delay in any checked property beyond the limit stated above. ATA Airlines, Inc. also assumes no liability for any damage to fragile or perishable articles on domestic flights.

EXCEPTION 1: The above maximum liability shall be waived for an individual claimant where it can be shown that, with respect to that claimant, ATA Airlines, Inc. failed to provide notice of limited liability for baggage.

EXCEPTION 2: In the unlikely event a customer's wheelchair is lost or damaged beyond repair, ATA Airlines, Inc. will reimburse up to the original purchase price of the device, after receiving documentation establishing the original purchase price (i.e., purchase receipt, cancelled check, credit card receipt). The reimbursement for wheelchairs lost or damaged beyond repair applies to domestic, and where ATA is the carrier, international itineraries.

NOTE: Any failure to enforce the maximum limitations of liability at USD 2,800.00 shall not be construed as a waiver of the right to limit liability at some higher amount.

2. When the transportation is over the lines of ATA Airlines, Inc. and one or more other carriers with a limitation of liability of more than USD 2,800.00 for each fare-paying passenger and responsibility for loss, pilferage, damage, or delay in delivery of baggage cannot be determined, the liability limit (as referenced above) will be applied to all carriers.

3. PRELIMINARY NOTICE

In the case of missing, pilfered or damaged baggage, preliminary notice of the incident MUST be submitted to the carrier within four (4) hours after the arrival of the flight on which the mishandling occurred. In the event of failure to give such notice, no action can be taken against ATA Airlines, Inc. The claimant may provide notice within 24 hours of the arrival of the flight on which the mishandling occurred if claim

RULE

190 BAGGAGE (CONT.)

and establishes to the satisfaction of ATA Airlines, Inc. that he/she was unable to give such notice at the airport for good cause.

While searching for missing baggage, ATA Airlines, Inc. attempts to contact customers at least once per day, to provide an update. ATA Airlines, Inc. makes every reasonable effort to return unclaimed and missing checked baggage to customers within 24 hours of receipt of a customer's claim.

4. BAGGAGE CLAIMS

On domestic travel, no action shall be maintained for any loss of, pilferage of, damage to or any delay in the delivery of, any property or baggage, or on any other claim (excepting only personal injury or death), arising out of, or in connection with, transportation of, or failure to transport any passenger or property or baggage, unless notice of the claim is presented in writing to an office of ATA Airlines, Inc. within 45 days after the alleged occurrence of the events giving rise to the claim, and unless the action is commenced within one year after such alleged occurrence. Failure to give the above notice shall not be a bar if the claimant established to the satisfaction of ATA Airlines, Inc. he/she was unable to give such notice.

With respect to international travel, no action shall be maintained for damaged baggage unless the written claim is filed with ATA Airlines, Inc. within seven days from the date of receipt of the baggage by the passenger. In the case of delay, the complaint must be made, at the latest, within 21 days from the date on which the baggage has been placed at the passenger's disposal. In the case of lost luggage, the complaint must be made, at the latest, within 21 days from the date of travel.

5. EXCLUSIONS FROM LIABILITY

- a. The owner of a pet shall be responsible for compliance with all governmental regulations and restrictions, including furnishing valid health and rabies vaccination certificates when required. The carrier will not be liable for loss or expense due to the passenger's failure to comply with this provision, and the carrier will not be responsible if any pet is refused passage into or through any country, state, or territory.
- b. When the carrier has exercised the ordinary standard of care, it shall not be liable for spoilage resulting from delay in delivery of any perishables described in this rule, nor for damage to, or damage caused by, fragile articles also described in this rule, that are unsuitably packed and that are included in the passenger's checked baggage without the carrier's knowledge. The carrier shall not be liable for the damage or delay in delivery of a passenger's checked baggage and property accepted pursuant to the execution of a release as referenced in Section C, Paragraph 4, to the extent that such release relieves the carrier of liability.
- c. Whenever responsibility for loss, pilferage, damage, or delay in delivery of baggage cannot be determined and when transportation is via ATA Airlines, Inc. and one or more carriers which exclude certain items in checked baggage from their liability, ATA Airlines, Inc. will not be liable for the excluded items.
- d. ATA Airlines, Inc. is not responsible for the following items on domestic flights: high value, fragile, and/or irreplaceable articles such as camera/electronic/audio/video equipment, and/or accessories, computers, compact discs, cellular phones, jewelry, currency, keys, medications or prescriptions, eye glasses, contacts, securities, legal and/or business documents, commercial effects, samples and/or goods for resale, furs, artwork, books, etc.

RULE

190 BAGGAGE (CONT.)

ATA Airlines, Inc. is not responsible for damage to baggage resulting from normal handling, such as minor cuts, scratches, dents, scuffs, seam unstitching or soil; protruding baggage parts such as feet or wheels; locks, pockets, loss of pull handles/straps, hangar hooks or other items attached to the baggage; damage to overpacked/oversize/overweight bags; items of fragile or perishable nature, or manufacturer's defect.

6. DECLARATION OF HIGHER VALUE

Passengers desiring valuation coverage in excess of ATA Airlines, Inc.'s normal liability limit should refer to private insurance representatives.

## SECTION VI - REFUNDS AND REROUTINGS

### RULE

#### 240 FLIGHT DELAYS/CANCELLATIONS - DOMESTIC FLIGHTS

##### A. GENERAL

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

##### B. SCHEDULE IRREGULARITY

(Defined as one or more of the following conditions):

1. Delay in scheduled departure or arrival of a carrier's flight.
2. Flight cancellation, omission of a scheduled stop, or any other delay or interruption in the scheduled operation of a carrier's flight.
3. Substitution of a different gauge of equipment or a different class of service.
4. Schedule changes of 60 minutes or more that require rerouting of passenger at departure time of the original flight.

When a passenger will be delayed because of a schedule irregularity or a carrier cancels the passenger's reservation pursuant to Rule 135 (Cancellation Of Reservations):

1. If ATA Airlines, Inc. causes such delay, ATA Airlines, Inc. will transport the passengers on its next flight on which space is available.
2. If ATA Airlines, Inc. causes such delay and is unable to provide onward transportation on another ATA Airlines, Inc. flight, ATA Airlines, Inc. will:
  - a. Refund at passenger's request, in accordance with Rule 260 (Involuntary Refunds). If passenger's ticket is designated as non-refundable, ATA Airlines, Inc. will render the ticket refundable (in accordance with Rule 260 - Involuntary Refunds).
  - b. Refund in accordance with this rule to the person named as the passenger on the ticket or to the purchaser, whichever is appropriate.

##### C. SERVICES FOR DELAYED PASSENGERS VIA ATA AIRLINES, INC.

1. If, at greater than 3 hours prior to scheduled departure time, it is known that a delay will exceed 1 hour, ATA Airlines, Inc. will attempt to call customers to inform them of the delay.

RULE

240 FLIGHT DELAYS/CANCELLATIONS - DOMESTIC FLIGHTS (CONT.)

2. ATA Airlines, Inc. wants customers to make informed travel decisions. To that end, we commit to providing updates on the status of delays to our customers in the airport gate area every 15 minutes.
3. When extraordinary circumstances result in an aircraft being delayed for an extended period of time without access to the terminal, whether prior to departure or after landing, ATA Airlines, Inc. will make every reasonable effort to ensure that passengers are provided with food, water, lavatory facilities, and access to medical treatment, consistent with customer and employee safety and security. Any beverage service provided while an aircraft is on the ground is non-alcoholic. Additionally, in accordance with safety and federal guidelines, passengers will be allowed to use cell phones and laptop computers and move freely about the cabin.

NOTE 1: On occasion, flights are delayed or canceled 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 will be closed or weather conditions will be less than the minimum allowed for landing as required by the Federal Aviation Administration. In these cases, ATA Airlines, Inc. does not provide alternate air accommodations, meals or hotel accommodations.

NOTE 2: ATA Airlines, Inc. does not provide alternate air accommodations, meals or hotel accommodations when an irregularity results in a misconnection with an interline flight and the passenger is informed that a misconnection will occur and still elects to take the flight.

NOTE 3: ATA Airlines, Inc. does not provide alternate air accommodations, meals or hotel accommodations when a passenger's continued transportation is delayed or canceled at a connecting point intermediate to his/her destination, when the irregularity results from weather or environmental conditions.

NOTE 4: Amenities may be provided to a passenger who is deplaned at a point other than his/her point of origin or destination, when the irregularity is caused by factors within the control of ATA Airlines, Inc.

NOTE 5: ATA Airlines, Inc. will make a good faith effort to provide such amenities as are necessary to maintain the safety and/or welfare of certain passengers such as invalids, unaccompanied children, the elderly or other passengers to whom such amenities may be furnished consistent with special needs and/or circumstances.

D. CARRIER LIABILITIES

Notwithstanding the provisions of this Rule, in the event of a strike or work stoppage which causes any cancellation or suspension of operations of any other carrier or in the event of 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), the rules and provisions of this rule shall not apply with respect to passengers holding tickets for transportation or related transportation on that carrier.

E. CESSATION OF SERVICE

In the event of the cancellation of all of the carrier's single plane and connecting service between two cities or the cancellation of all service at a city, and no alternative service acceptable to the passenger is available over the lines of the carrier, ATA Airlines, Inc. will provide a full refund without penalty as provided under Rule 260 (Involuntary Refunds).

RULE

240 FLIGHT DELAYS/CANCELLATIONS - DOMESTIC FLIGHTS (CONT.)

ADDENDUM TO RULE 240

ATA Airlines, Inc. may, in the event of a force majeure event, without notice or liability, cancel, terminate, divert, postpone, or delay any flight and determine if any departure or landing should be made. ATA's sole liability shall be to refund in the original form of payment any unused portion of the ticket in accordance with the involuntary refund rules of said ticket. As used in this rule, "force majeure event" means:

- a) Any condition, beyond ATA Airlines, Inc.'s control (including but without limitation, meteorological conditions, acts of God, riots, civil commotion, embargoes, wars, hostilities, terrorist acts, disturbances, or unsettled international conditions), actual threatened or reported, or because of any delay, demand, circumstances or requirement due, directly or indirectly, to such conditions; or
- b) Any strike, work stoppage, slowdown, lockout or any other labor-related dispute involving or affecting ATA Airlines, Inc.'s service; or
- c) Any government regulation, demand, or requirement; or
- d) Any shortage of labor, fuel, or facilities of ATA Airlines, Inc. or others; or
- e) Any fact not reasonably foreseen, anticipated, or predicted by ATA Airlines, Inc.

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, ATA Airlines, Inc. will take the actions specified in the provisions of this rule.

Within 3 days of scheduled flight departure, ATA Airlines, Inc. Airport Customer Service Agents are able to inform customers if the flight on which they are scheduled to travel is overbooked, based on the aircraft capacity.

A. DEFINITIONS

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

1. Airport - 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 by the passenger.
2. Alternate transportation - 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) destination; no later than 2 hours for flights within the United States, including territories and possessions; or for international flights, 4 hours after the passenger's originally scheduled arrival time.
3. Confirmed reserved space - 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 conditions of contract, as being reserved for the accommodation of the passenger; except that confirmed reserved space will 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 only made outside the United States, its territories or possessions.

## RULE

### 245 DENIED BOARDING COMPENSATION (CONT.)

4. Comparable air transportation - Transportation provided by U.S. air carriers or foreign air carriers holding Certificates of Public Convenience and Necessity, or foreign permits.
5. Ticket lifting point/Boarding area - The point where the passenger's flight coupon is lifted and retained by the carrier.
6. Stopover - 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.
7. International Bulk Rate Agreement - ATA Airlines, Inc. may enter into contractual agreements with tour operator(s) for the sale of blocks of seats at what is called "bulk fare basis".

#### B. REQUEST FOR VOLUNTEERS

The carrier will request passengers 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/she was asked to volunteer that there was a possibility of being denied boarding involuntarily, and of the amount of compensation to which he/she 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, ATA Airlines, Inc. may, at its option, offer to compensate the passenger with credit valid for the purchase of future transportation on ATA Airlines, Inc. instead of monetary compensation. The credit will be valid for travel only on ATA Airlines, Inc. within one year from the date of issue, and will be non-refundable, and non-endorsable. ATA Airlines, Inc. makes note and must advise bulk fare customers that the future transportation voucher is only valued on ATA Airlines, Inc. scheduled service.

#### C. BOARDING PRIORITIES

If a flight is oversold (more passengers holding confirmed reservations than there are seats available), no one may be denied boarding against his or 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 such instances, ATA Airlines, Inc. will follow the boarding priority outlined below:

NOTE: The boarding priorities as presented below will appear in the notice provided passengers denied boarding.

1. Confirmed passengers who are physically handicapped to an extent that failure to carry would, in the carrier's opinion, cause a severe hardship, will be accommodated first.
2. Unaccompanied minors under 12 years of age will be accommodated next.
3. Passengers not named in (1) and/or (2) above will be accommodated in the order of presenting themselves for check-in at the ticket lifting point where ATA Airlines, Inc. issues boarding passes for the passenger's flight.

RULE

245 DENIED BOARDING COMPENSATION (CONT.)

D. TRANSPORTATION FOR PASSENGERS DENIED BOARDING

ATA Airlines, Inc. will provide transportation to persons who have been denied boarding, whether voluntarily or involuntarily, on its next flight on which space is available. Such transportation is at no additional cost to the customer, regardless of class of service.

E. COMPENSATION FOR INVOLUNTARY DENIED BOARDING

In addition to providing transportation as described in the paragraph above, when the passenger who is delayed has not voluntarily relinquished confirmed reserved space in accordance with the provisions stated above, ATA Airlines, Inc. will compensate the delayed passenger for its failure to provide confirmed space. Compensation will be made in accordance with the provisions below.

1. Condition for Payment

- a. The passenger holding a ticket for confirmed space must present himself/herself for carriage at the appropriate time and place. The passenger must comply fully with ATA Airlines, Inc.'s requirements regarding ticketing, check-in, and reconfirmation procedures and must meet all requirements for acceptance for transportation published in the carrier's Conditions of Contract, including Rules 100, 105, 115 and 135.
- b. The flight for which the passenger holds confirmed reserved space must be unable to accommodate the passenger and depart without him/her.

EXCEPTION 1: The passenger will not be eligible for denied boarding compensation if:

- (1) The flight for which the passenger holds confirmed reserved space is unable to accommodate him/her because of substitution of equipment of lesser or restricted capacity when required by operational or safety reasons.
- (2) The carrier arranges comparable air transportation, or other transportation used by the passenger at no extra cost to the passenger, that at the time such arrangements are made, is planned to arrive at the passenger's next stopover, or, if none, final destination within one hour after the scheduled arrival time of the passenger's original flight or flights.

EXCEPTION 2: 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 3: The passenger will not be eligible for compensation if his/her reservation has been cancelled for failing to comply with all terms and conditions required by ATA Airlines, Inc. as set forth herein.

2. Amount of Compensation

- a. Subject to the provisions stated above, the carrier will tender liquidated damages in the amount of 200% of the sum of the values of the passenger's remaining flight coupons of the ticket to the passenger's next stopover, or if none, to his/her destination, but not more than USD 400.00. However, the compensation will be 50% of the amount described above, but not more than USD 200.00 if the carrier arranges for comparable air transportation which, at the time arrangement is made, is planned to arrive at the airport of the passenger's next stopover, or if none, at the airport of the passenger's destination:
  - a. Earlier than, or

RULE

245 DENIED BOARDING COMPENSATION (CONT.)

- b. In the case of interstate and overseas air transportation, not later than 2 hours after, or
- c. In case of foreign air transportation, not later than 4 hours 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 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, consequential, or anticipatory damages incurred or to be incurred by the passenger as a result of ATA Airlines, Inc.'s failure to provide the passenger with confirmed space.

NOTE 2: In exchange for involuntarily relinquishing confirmed space, ATA Airlines, Inc. may, at the passenger's option, compensate the passenger with credit valid for the purchase of future transportation on ATA Airlines, Inc. instead of monetary compensation. The transportation credit will be valid for one year from the date of issue and will be non-refundable, non-endorsable, and nontransferable. ATA Airlines, Inc. makes note and must advise bulk fare customers that the future transportation voucher is only valued on ATA Airlines, Inc. scheduled service.

Bulk fare passengers will be given compensation to be determined by ATA Airlines, Inc. Sales Department in conjunction with the formula and the conditions listed in Item 2 - Amount of Compensation. Should ATA Airlines, Inc. initiate service in domestic inter-European sectors, the involuntary denied boarding compensation payment for eligible bulk fare passengers shall be USD 50.00.

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, when the carrier arranges, for the passenger's convenience, alternate means of transportation which 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 TO THE PASSENGERS

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



## NOTICE TO PASSENGERS DENIED BOARDING

If you have been denied a reserved seat on ATA Airlines, Inc., you are probably entitled to monetary compensation. This notice explains the airline's obligation and the passenger's rights in the case of an oversold flight, in accordance with regulations of the U.S. 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 or her will until airline personnel first ask for volunteers who will give up their reservation 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 such instances, ATA Airlines, Inc. will follow the boarding priority outlined below:

1. Confirmed passengers who are physically handicapped to an extent that failure to carry would, in the carrier's opinion, cause a severe hardship, will be accommodated first.
2. Unaccompanied minors under 12 years of age will be accommodated next.
3. Passengers not named in (1) and/or (2) above will then be accommodated in the order of presenting themselves for check-in at the ticket lifting point where ATA Airlines, Inc. issues boarding passes for the passenger's flight.

### COMPENSATION OF INVOLUNTARY 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 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 \$200 maximum. However, if the airline cannot arrange "alternate transportation" (see below) for the passenger, the compensation is doubled (\$400 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 final destination or first four-hour stopover are used to compute the compensation.

"Alternate transportation" is air transportation (by an airline licensed by the DOT) 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 four hours or longer) or final destination no later than two hours (for flights within U.S. points, including territories and possessions) or four 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 cash or check 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. The air carrier may offer free tickets in place of the cash payment. The passenger may, however, insist on the cash payment, or refuse all compensation and bring private legal action.

### PASSENGER'S OPTIONS

Acceptance of the compensation may relieve ATA Airlines, Inc. 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. ATA Airlines, Inc. will reroute a passenger at the passenger's request and upon presentation of the ticket or portion thereof then held by passenger.

EXCEPTION: These provisions shall require the carrier to reissue/reroute only between points named on the original tickets which are served by the carrier.

- B. Fare applicable to rerouting or change in destination

1. The passenger may change the routing and/or the ultimate destination designated on the ticket PROVIDED that, after transportation has commenced, a one-way ticket will not be converted into a round-trip ticket.
2. Except as provided in Rule 240 (Flight Delays/Cancellations), when a rerouting or change in ultimate destination is made at passenger's request at an office of the carrier, a per ticket administrative fee plus additional collection for the new fare (if applicable) will be charged for each revision/change.

RULE

260 INVOLUNTARY REFUNDS

The amount ATA Airlines, Inc. will refund upon surrender of the unused portion of the passenger's tickets pursuant to Rules 35 (Refusal To Transport), 50 (Acceptance Of Unaccompanied Minors), or 240 (Flight Delays/Cancellations) is outlined in Rule 90 of Carrier's Contract of Carriage.

RULE

270 VOLUNTARY REFUNDS

The refund ability of ATA Airlines, Inc. tickets is determined by the fare rules pertaining to the purchase, and is noted in the endorsement section of the ticket or receipt. When a ticket is refundable, and is voluntarily returned for a refund, and Rule 35 (Refusal to Transport), 50 (Acceptance of Unaccompanied Minors), or 240 (Flight Delays/Cancellations) are not applicable, ATA Airlines, Inc., at the request of the passenger, and upon surrender of the unused portion of the ticket, will refund to the passenger on the basis of Rule 90 of Carrier's Contract of Carriage.

RULE

275 FOREIGN CURRENCY REFUNDS

Export Control: ATA Airlines, Inc. reserves the right to refuse to make any refund authorized by these Conditions of Contract or rules referring hereto, 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.

## SECTION VII — SPECIFIC RULES

### RULE

#### 300 BULK FARE/BLOCK SEAT

- A. This Rule shall apply when a Contractor enters into a bulk fare or block seat contract with ATA Airlines, Inc., for an agreed number of seats and/or at an agreed bulk fare.
- B. Contractor will establish its own selling price.
- C. All refunds, reservations and cancellations shall be the responsibility of the contractor.
- D. Transportation is subject to the rules in effect on the date on which such transportation commences at the point of origin designated on the ticket.
- E. Tickets sold under this rule are valid only on flights operated or marketed by ATA Airlines, Inc., on dates as noted on the ticket.
- F. Passengers must check in 2 hours prior to scheduled departure.
- G. The following rules in ATA Airlines, Inc.'s Contract of Carriage will not apply to this fare.

Rule 1 C

Rule 50 – Provisions of this Rule apply **except** when Contractor elects to restrict sales to children.

Rule 80

Rule 90

Rule 105

Rule 115

Rule 170

Rule 190 – Provisions of this Rule apply **except**:

- 1. Carrier will not assume responsibility for baggage mishandling, loss or pilferage when interlining to another airline's flight, connects with an ATA flight under the terms of a code share alliance.
- 2. Free Baggage Allowance and per person combined baggage weight may vary by Contractor.
- 3. Passenger must request arrangements for transportation of live animals (except animals trained to assist disabled passengers) at least 48 hours in advance of departure.
- 4. Passenger must provide ATA Airlines, Inc. with 48 hours' notice of intent to carry a wheelchair with a wet cell battery.

Rule 240

Rule 255

Rule 260

Rule 270

Notwithstanding any other provision of these Rules, at no time shall ATA Airlines, Inc. be obligated to provide amenities or incur additional obligations in the event of a delay, cancellation or rerouting caused by weather.

**Jacobs, Arthur**

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**From:** (b)(6)  
**Sent:** Tuesday, March 27, 2007 11:22 AM  
**To:** (b)(6)  
**Cc:** (b)(6)  
**Subject:** ATA Airlines Delay Information  
**Attachments:** ATA Irregular Ops Manual.pdf

(b)(6)

In response to your requests for information,

- The Customer Service Plan and Contract of Carriage that was found on ata.com are the most current versions.
- I am attaching a PDF of our Irregular Operations Manual for your review. Please note that this is an internal document.

<<ATA Irregular Ops Manual.pdf>>

Again, my apologies for not meeting the March 12 deadline. Because ATA Airlines is no longer a member of the Air Transport Association, we did not receive the request until you called me on Friday, March 23. ATA Airlines is a member of the National Air Carrier Association. In the future, should the OIG need information, please direct your request through NACA.

I hope that this information is of assistance to you.

Regards,

(b)(6)

ty Assurance

Station Operations

(b)(6)



## INITIATIVE 8

*“The airlines will make every reasonable effort to provide food, water, restroom facilities and access to medical treatment for passengers aboard an aircraft that is on the ground for an extended period of time without access to the terminal, as consistent with passenger and employee safety and security concerns. Each carrier will prepare contingency plans to address such circumstances and will work with other carriers and the airport to share facilities and make gates available in an emergency.”*



ATA Airlines, Inc. is committed to getting our customers to their destination on time. Guidelines for delays in which the aircraft has access to the terminal are currently documented in the operating manuals of several areas within ATA Airlines, Inc. and are addressed in Initiative 2 of the Customer Service Plan. Initiative 8 of ATA Airlines, Inc.'s Customer Service Plan describes our operating guidelines for service enhancements when customers are delayed onboard our aircraft in situations in which the terminal may not be accessible by the aircraft for any reason. Inaccessibility may be caused by such factors as weather or other aircraft preventing access.

Initiative 8 of the ATA Airlines, Inc. Customer Service Plan includes information customers may want to know regarding long on-aircraft delays. Topics are summarized into five areas:

- Pre-Planning
- Internal Communication
- Decision-Making Process
- Enhancements During Long On-Aircraft Delays
- Deplaning Guidelines

### **Pre-Planning**

ATA Airlines, Inc. is committed to customers' safety and comfort in all situations. Lengthy onboard aircraft delays are unplanned situations that ATA Airlines, Inc. attempts to prevent by making sound operational decisions. Additionally, procedures are in place for many types of onboard situations including medical needs and controlling disruptive customers. For example, our Flight Attendants are trained in basic first aid and many other types of emergency situations. Additionally, ATA Airlines, Inc. has access to professional medical advice through Medlink, a worldwide medical consultation firm, and also to professional medical advice and personnel through local emergency resources.

### **Internal Communication**

ATA Airlines, Inc.'s commitment includes regular internal communication among the operational areas to help prevent long on-aircraft delays. When delays do occur, we take all possible measures to ensure comfort for our customers. This communication effort includes airports, the cockpit crew, Flight Attendants, System Operations Control, Dispatch and Airport Services Control. These operational areas utilize a decision-making process that considers such factors as weather conditions at all physical locations of a flight and airport capacities to ensure favorable completion of the flight before departure.



Additionally, these and other factors are monitored while the flight is en route. As part of normal operations, alternate airports are considered and evaluated as needed. If at any point during a flight's operation there is a possibility of a lengthy delay, ATA Airlines, Inc. activates an internal notification process, which ensures responsible individuals in all operational areas are aware of the situation and begin a concentrated effort of cross-functional coordination.

#### **Service During Long On-Aircraft Delays**

While customers are onboard the aircraft, the Inflight crew is responsible for monitoring the comfort and safety of the customers. The Inflight crew maintains awareness of such things as cabin temperature, beverage availability and lavatory functions.

If an onboard delay exceeds set time periods and the terminal is not accessible, the Inflight crew may initiate a food or beverage service. It is important to note that the ability of the Inflight crew to provide any service is dependent on the amount of time the delay is projected and the ability of service vehicles to access the aircraft. When a delay exceeds 60 minutes, the Inflight crew will determine the feasibility of providing a beverage service. For each additional 1 1/2 - 2 hours of non-flight time onboard, an additional beverage service may be provided. After 4 hours of non-flight time onboard, the feasibility of providing catering to the aircraft will be determined. ATA Airlines, Inc. makes every effort to provision the aircraft with food service for the customers, if the length of the delay allows.

If the Inflight crew determines that additional resources or assistance is needed for maintaining the safety and comfort of customers, this information is provided to the cockpit crew, which will then contact Station Operations at the airport. At that point, any ground service needs will be coordinated by the Stations Operations group. ATA Airlines, Inc. will make every effort to provide for these needs quickly and efficiently. For example, if lavatory servicing is required, ATA Airlines, Inc. targets to have servicing begin no later than 30 minutes after the request.

Should a situation occur onboard which requires the aircraft's return to the airport terminal, ATA Airlines, Inc. airport personnel work with the local airport authority and other carriers to determine a gate, and how quickly the aircraft can return.



**Deplaning Guidelines**

When the terminal is not accessible, Station Operations may choose to deplane customers and take them to an alternate location. In all cases, the decision to deplane customers is based on customer comfort factors in the alternate location, such as the availability of amenities, including food and restrooms facilities.

Deplaning may need to be accomplished using a method other than a jet bridge connected to the terminal. This alternate method of deplaning should be the most appropriate for the situation. For example, external stairs at the standard aircraft doors are considered the first alternate method for deplaning. On some aircraft, internal aircraft stairs may be used to deplane passengers.



## Quality Measurements

*“In support of the Customer Service Plan, ATA Airlines, Inc. has developed Quality Measurements to ensure we consistently meet our commitment to service excellence.”*



- Due to the uniqueness of each delay, ATA Airlines, Inc. evaluates the amenities provided for each delay to ensure our customers are made as comfortable as possible during the delay.

Pages 73 through 105 redacted for the following reasons:

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(b)(4)

(b)(4), (b)(6)

D.10-



AIR TRANSPORT ASSOCIATION

■ **JAMES C. MAY**  
PRESIDENT AND CEO

March 22, 2007

The Honorable Marion Blakey  
Administrator  
Federal Aviation Administration  
800 Independence Avenue, S.W.  
Washington, DC 20591

Dear Administrator Blakey:

I'm writing to express my concern over an ~~ill conceived~~ **policy** that prohibits certain winter operations, and the process used to adopt that policy.

The issue is a complex one and the attached document outlines the details. To summarize our concerns:

- FAA adopted a policy that severely restricts carriers' ability to operate in certain weather conditions
- The policy disregards decades of safe operating experience and is not based on data and risk analyses
- The policy ignores the fact that air carriers have implemented robust de-icing programs
- ~~The FAA has excluded~~ industry from virtually all aspects of this ~~policy change~~, despite repeated requests for collaboration

We have tried to resolve the issue through normal channels since it surfaced in late 2005. Unfortunately, recent events have demonstrated the significant impact on air carriers. We look forward to working with you to quickly find a solution that prevents airports from becoming gridlocked while ensuring safe winter operations.

Sincerely,

Attachment

## Briefing Paper

### Impact of Change to Ground De-Ice Policy

A relatively normal winter event occurred in the Northeast that resulted in thousands of airline flights being canceled and tens of thousands passengers being stranded. During this event, foreign airlines and corporate airplanes continued to operate while U.S. Part 121 airlines were grounded. The principal reason for this is a recently introduced Federal Aviation Administration (FAA) policy prohibiting or greatly restricting operation in certain weather conditions.

FAR 121.629 prohibits takeoff with ice, snow or frost adhering to the critical surfaces of an airplane. In 1992, the FAA amended FAR 121.629 to require Part 121 operators to establish approved de-ice programs. Shortly thereafter new Type II, III and IV anti-ice fluids were introduced into airline operations at considerable expense to the industry. The regulatory change combined with new anti-ice fluids resulted in significant improvements to airline safety and no airline accidents or incidents involving ground de-ice procedures occurred in the subsequent fifteen years. These programs established fluid holdover times that permitted operations in all winter weather conditions except moderate or heavy freezing rain.

Despite fifteen years of successful winter operations, recent FAA policy changes and operational prohibitions have seriously degraded winter operational schedule integrity. In October 2005, FAA Notice 8000.309 was published which, without any industry collaboration, prohibited takeoff in ice or snow pellets of any intensity, and in heavy snow. This was promulgated despite the fact that there was no supporting data provided, and to our knowledge, no risk-management process. Decades of industry operational experience was disregarded. Furthermore CAST, the preeminent aviation safety analysis organization, has not identified any problems associated with these conditions. These policy changes were major contributors to the recent widely reported gridlock at major airports in the Northeast.

In particular, the prohibition of takeoffs in conditions of light ice and snow pellets has adversely affected airline winter operational reliability. Since landing operations continue and takeoff operations are prohibited in these conditions, an imbalance of airplanes on the ground results in gridlock.

Some ice pellet relief was granted last year when FAA Notice 8000.327 permitted a twenty-five minute takeoff "allowance time" beginning with the first application of anti-ice fluid. If the takeoff could not be accomplished within that window the airplane must be returned to the de-icing area and de-iced again. This relief was essentially meaningless at a hub airport since it is almost impossible for airplanes to takeoff within twenty-five minutes or return to the ramp because of ground congestion.

This allowance time created the peculiar situation that if an airplane treated with anti-ice fluids encounters any exposure to light ice pellets during taxi-out, takeoff is prohibited after the twenty-five minute clock runs out-even if the actual ice pellet event has ended. One ATA member

requested authority to perform a tactile inspection of the surfaces to extend the time, but was denied. Effectively, airport weather reports of intermittent light ice or snow pellets will stop airline departure operations regardless of whether or not ice pellets are actually falling on the airplane. Even the forecast of ice or snow pellets will force an airline to pre-cancel to avoid potential lengthy ground delays.

The theory represented to be the behind ice-pellet takeoff prohibition is the possibility that an accumulation of ice pellets during a light ice-pellets event might lower the temperature of anti-ice fluids and adversely affect the shear qualities of the fluid. The FAA has had two winter seasons to validate this hypothesis through testing and to the best of our knowledge no confirming data has been produced. In addition, we are unaware of any accident or adverse takeoff incident caused by ice or snow pellets since the advent of jet transport commercial aviation.

Last winter and this winter, testing was performed in Canada by the FAA and Transport Canada to provide additional data for winter operations. Due to the vital interest our industry has in these tests, the ATA made several requests that an industry expert be permitted to review the test plans and observe the tests. These requests were denied. All testing and analysis was internal to the FAA and Transport Canada with no industry participation.

In addition, the prohibition of takeoff in heavy snow conditions was exacerbated by the recent requirement to use reported visibility to determine snow intensity. This is a crude and overly conservative method of estimating liquid content of snowfall to determine holdover times.

The result of these policies is that airline winter airline operations are more restrictive and less reliable than at any time in the history of commercial aviation...ironically at a time when the most effective de-icing practices in our history have been implemented by Part 121 operators.

Accordingly, the Air Transport Association and its member airlines request the following:

- Access to the data and safety analysis supporting FAA Notices 8000.309 and 327
- Access to test plans and protocols for ice and snow pellet tests conducted and to be conducted by the FAA, and on-site participation by an industry observer at the tests
- An industry observer be allowed at current and future testing related to ice and snow pellet, and heavy snow policies
- Creation of an independent industry/FAA committee to conduct a review of the processes and data underlying the recent policy changes
- Commitment from the FAA to provide guidance and criteria for the use of commercially available liquid equivalent measuring devices to provide more accurate snowfall intensity reports than the visibility charts currently in use

U.S. air carriers have invested millions of dollars to implement advanced ground de-ice programs and fluids that facilitate safe and reliable winter operations. It is not in the interest of the traveling public that the operators with the most robust and advanced ground de-icing programs are the ones restricted from flying. These programs have a proven track record. FAA policy as promulgated in Notice 8000.327 is unnecessarily restrictive and not supported by data or operating experience.



AIR TRANSPORT ASSOCIATION

## Customers First 12 Point Customer Service Commitment

ATA members are committed to providing the highest possible level of service to our customers. Each participating airline has published a Customer Service Plan, which is available on their Web site. Copies of those plans have been provided to Congress and the Department of Transportation.

Each participating airline commits to:

### **1. Offer the lowest fare available**

Each airline will offer the lowest fare available for which the customer is eligible on the airline's telephone reservation system for the date, flight and class of service requested.

### **2. Notify customers of known delays, cancellations and diversions**

Each airline will notify customers at the airport and on board an affected aircraft, in a timely manner, of the best available information regarding known delays, cancellations and diversions. In addition, each airline will establish and implement policies for accommodating passengers delayed overnight. A clear and concise statement of airlines' policies in these respects will also be made available to customers.

### **3. On-time baggage delivery**

Each airline will make every reasonable effort to return checked bags within 24 hours and will attempt to contact any customer whose unclaimed, checked luggage contains a name and address or telephone number.

### **4. Support an increase in the baggage liability limit**

The airlines successfully petitioned the Department of Transportation to increase the baggage liability limit.

### **5. Allow reservations to be held or canceled**

Each airline will allow the customer either to hold a telephone reservation without payment for 24 hours or (at the election of the carrier) to cancel a reservation without penalty for up to 24 hours, in order to give customers an opportunity to check for lower fares through other distribution systems, such as travel agents or the Internet.

### **6. Provide prompt ticket refunds**

Each airline will issue refunds for eligible tickets within 7 days for credit card purchases and 20 days for cash purchases.

### **7. Properly accommodate disabled and special-needs passengers**

Each airline will disclose its policies and procedures for handling special-needs passengers, such as unaccompanied minors, and for accommodating the disabled in an appropriate manner.

### **8. Meet customers' essential needs during long on-aircraft delays**

The airlines will make every reasonable effort to provide food, water, restroom facilities and access to medical treatment for passengers aboard an aircraft that is on the ground for an extended period of time without access to the terminal, as consistent with passenger and employee safety and security concerns. Each carrier will prepare contingency plans to address such circumstances and will work with other carriers and the airport to share facilities and make gates available in an emergency.

**9. Handle "bumped" passengers with fairness and consistency**

Each airline will disclose to a passenger, upon request, whether the flight on which the passenger is ticketed is overbooked, if, within the usual and ordinary scope of such employee's work, the information is available to the airline employee to whom the request is directed. Each airline will also establish and disclose to the customer policies and procedures, including any applicable requirements (such as check-in deadlines), for managing the inability to board all passengers with confirmed reservations.

**10. Disclose travel itinerary, cancellation policies, frequent flyer rules and aircraft configuration**

Each airline will disclose to the customer: (i) any change of aircraft on a single flight with the same flight number; (ii) cancellation policies involving failures to use each flight segment coupon; (iii) rules, restrictions and an annual report on frequent flyer program redemptions; and (iv) upon request, information regarding aircraft configuration, including seat size and pitch

**11. Ensure good customer service from code-share partners**

Each airline will ensure that domestic code-share partners make a commitment to provide comparable consumer plans and policies.

**12. Be more responsive to customer complaints**

Each airline will assign a Customer Service Representative responsible for handling passenger complaints and ensuring that all written complaints are responded to within 60 days. Each airline will develop and implement a Customer Service Plan for meeting its obligations under the Airline Customer Service Commitment. Customer Service Plans will be completed and published within 90 days and will be fully implemented within 6 months. Airline implementation will include training for airline reservation, customer service and sales personnel to enhance awareness of the responsibilities involved in implementation of the Customer Service Commitment and Plans. The Airlines will publish and make available their Customer Service Plans: (i) on airline Internet Web sites; (ii) at airports and ticket offices (upon request); and, (iii) to travel and reservation agents.

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**Coalition Letters to House and Senate Leadership on Cargo Security**

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## ATA Executive Biographies

### **James C. May** President and Chief Executive Officer

Jim May joined the Air Transport Association (ATA) as president and chief executive officer in February 2003. Previously, Mr. May served as executive vice president of the National Association of Broadcasters. He has held a variety of other senior executive positions in public affairs and government relations for major corporations and industries including the Coca-Cola Bottling Company of New York, PepsiCo and the Grocery Manufacturers of America.

On the political front, May was eastern Washington state coordinator of the President Ford Committee and a candidate for the U.S. House of Representatives in Washington's 4th Congressional District in 1976. He also served on President Reagan's transition team in 1980.

A native of Yakima, Wash., May attended the University of Washington in Seattle and served in Vietnam as a captain in the U.S. Marine Corps.

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### **John M. Meenan** Executive Vice President and Chief Operating Officer

John Meenan was named executive vice president and chief operating officer of the Air Transport Association (ATA) in May 2003. He is responsible for all aspects of ATA operations, with a particular focus on technical, safety, security, environmental, economic and legal policy issues impacting the airline industry.

Mr. Meenan joined the association as assistant general counsel in 1985 following nine years with the U.S. Secret Service. He has been involved in airport issues including noise abatement, airport access, environmental impact, slot restrictions, airport and airways system financing and Federal Aviation Administration (FAA) reform issues. Meenan also has acted as the industry representative on numerous Department of Transportation and FAA committees and working groups, and has been a frequent member of United States delegations to various international bodies including the International Civil Aviation Organization and the International Labor Organization.

A native of Glen Ellyn, Ill., Meenan holds a Bachelor of Arts degree in political science from Holy Cross College of Worcester, Mass., and a law degree from Santa Clara University of Santa Clara, Calif.

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### **Paul R. Archambeault** Vice President, Chief Financial Officer and Treasurer

Paul Archambeault was named vice president and chief financial officer in October 2003. Mr. Archambeault joined the Air Transport Association (ATA) in 1991 and has held management roles in finance, operations and aviation security. He also served as director of the Aviation Millennium Project, the industrywide effort to ensure that all airline operations were Y2K compliant.

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A native of Virginia Beach, Va., Archambeault holds a Bachelor of Science degree in accounting from Old Dominion University and a master's degree in financial management from George Mason University. He is also a certified public accountant.

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**Basil J. Barimo**  
**Vice President, Operations and Safety**

Basil Barimo joined the Air Transport Association (ATA) as vice president of operations and safety in December 2003 and is responsible for representing member airlines' collective interests in the industry policy and legislative arenas. Mr. Barimo also provides strategic direction and leadership to the staff tasked with shaping broad elements of civil aviation, such as operations, maintenance, engineering, safety and airspace management. Previously, he served as vice president of Avborne, Inc., a maintenance, repair and overhaul service provider based in Miami, Fla.

Prior to Avborne, Barimo spent 13 years at US Airways. He joined the airline in 1989 as a senior engineer and held a variety of positions before being named senior director, maintenance quality assurance in 1999. Previously, he was employed as an engineer scientist at McDonnell Douglas.

A native of Miami, Fla., Barimo holds a Bachelor of Science degree in aerospace engineering from the Georgia Institute of Technology.

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**Edward J. Barron**  
**Vice President, Government Affairs and Legislative Counsel**

Ed Barron joined the Air Transport Association (ATA) as vice president, government affairs and legislative counsel in January 2007.

Prior to joining ATA, Mr. Barron served on three Senate committees: Judiciary; Environment and Public Works; and Agriculture, Nutrition and Forestry. Barron held various positions in those three committees including chief of staff, deputy chief of staff, chief counsel or deputy chief counsel, and spearheaded at the staff level many major legislative efforts. Barron also served as a U.S. delegate at several WTO Ministerial Conferences and at other international meetings.

A native of Little York, N.Y., Barron received a Bachelor of Arts degree in psychology from Syracuse University and a law degree from the State University of New York at Buffalo.

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**David A. Berg**  
**Vice President, General Counsel and Secretary**

David Berg was named vice president, general counsel and corporate secretary for the Air Transport Association (ATA) in October 2003 and is responsible for the association's legal affairs. Berg has managed complex industry litigation and critical regulatory initiatives involving issues such as revenue diversion and landing fees, government overcharge policies and practices, local domestic partner benefits laws, passengers with disabilities, exit-row seating, drug and alcohol testing, and duty limits and rest requirements for both flight attendants and pilots.

Mr. Berg joined ATA in 1985 after three years in private practice and is active in the aviation legal community. He serves as chairman of the American Bar Association Forum on Air and Space Law.

A native of Washington, D.C., Berg received a Bachelor of Science degree from the University of Maryland, a Master of Music degree from Northwestern University, and a law degree from Washington College of Law, American University.

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**James L. Casey**  
**Vice President, Industry Services and Deputy General Counsel**

In addition to his ongoing role as deputy general counsel, Jim Casey was named vice president, industry services and deputy general counsel for the Air Transport Association (ATA) in June 2007. In that role, Mr. Casey coordinates the association's passenger processing, passenger facilitation and cargo programs. Casey was named deputy general counsel in 1994. He joined the association's legal department in 1980 and has also served as a senior attorney and assistant general counsel.

Prior to joining ATA, Casey served five years with the Civil Aeronautics Board (CAB) in a variety of roles, including as an

attorney in the office of general counsel, an attorney in the Bureau of Consumer Protection, an assistant to a member of the board, and as executive assistant to the vice chairman.

A native of Garden City, N.Y., Casey holds a Bachelor of Arts degree from the State University of New York at Stony Brook, and a law degree from St. John's University of Law of Jamaica, N.Y.

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**David A. Castelveter**  
**Vice President, Communications**

David Castelveter joined the Air Transport Association (ATA) as vice president, communications in October 2005, overseeing the association's external and internal communications.

Mr. Castelveter joined ATA with 27 years of airline industry experience. He began his aviation career in 1977 with Pittsburgh-based Allegheny Airlines, now US Airways. He also retired from the U.S. Army Reserve as a master sergeant and chief of Army Reserve public affairs at the Pentagon.

A native of McKees Rocks, Pa., Castelveter holds a Bachelor of Arts degree in industrial communications/business management from Robert Morris University, Coraopolis, Pa. He also has done post-graduate work in journalism/communications at Point Park University, Pittsburgh, Pa.

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**Marc C. Gonzales**  
**Vice President, Congressional Affairs**

Marc Gonzales joined the Air Transport Association (ATA) in January 2004 as a director, government affairs and was appointed vice president, congressional affairs in November 2006. Mr. Gonzales is responsible for aviation-related issues before the House and Senate.

Before joining ATA, Gonzales worked on Capitol Hill for nearly 10 years, most recently as the chief of staff to U.S. Rep. Gene Green (D-TX). He has also served on the staffs of the Texas Office of State-Federal Relations under former Governor Ann W. Richards and of several members of the Texas House of Representatives.

A native of Texas, Gonzales received a Bachelor of Arts degree from Angelo State University in Texas.

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**John P. Heimlich**  
**Vice President and Chief Economist**

John Heimlich was named chief economist for the Air Transport Association (ATA) in October 2003 and appointed vice president in December 2004. Mr. Heimlich is currently a member of the National Association for Business Economics and the Air Transportation Research International Forum. In August 2006, he was appointed to serve on the DOT Advisory Council on Transportation Statistics. Heimlich played central roles in securing the Air Transportation Safety and System Stabilization Act after 9/11 as well as emergency supplemental appropriations during the Iraq War to partially reimburse U.S. airlines for costs incurred to comply with federal security mandates. He also coordinated the industry's response to fuel-supply disruptions during Hurricanes Katrina and Rita in 2005. Heimlich regularly interfaces with academia, Wall Street and members of the press regarding matters of energy and economics.

Prior to joining ATA in 2001, Heimlich spent five years at United Airlines, where he worked in the financial planning, financial analysis and international and regulatory affairs departments. He worked as a consultant on environmental programs for American Management Systems in Washington, D.C., from 1991 to 1994.

A native of Kent, Ohio, Heimlich holds a Bachelor of Arts degree, magna cum laude, phi beta kappa, from Cornell University and a master's degree in public policy from Harvard University's John F. Kennedy School of Government. He has also completed two executive education courses within the Massachusetts Institute of Technology Airline Industry Consortium.

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**Patricia G. Higginbotham**  
**Vice President, Policy and Chief of Staff**

Patty Higginbotham was named vice president, policy and chief of staff for the Air Transport Association (ATA) in June 2007. In that role Higginbotham works with ATA disciplines to expedite special projects and programs. Prior to Higginbotham's role in policy, she served as associate general counsel, litigation and regulatory affairs and originally joined ATA, in 1997, as assistant

general counsel.

Previously, Higginbotham served as a senior attorney at Federal Express, and as a senior district attorney in Dekalb County, Ga.

A native of Little Rock, Ark., she holds a Bachelor of Arts degree from the University of Arkansas and a law degree from Emory University of Atlanta, Ga.

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**Sharon L. Pinkerton**  
**Vice President, Government Affairs**

Sharon Pinkerton joined the Air Transport Association (ATA) as vice president, government affairs in April 2006 and oversees all aviation-related issues before federal, state and local governments.

Before joining ATA, Ms. Pinkerton served as assistant administrator for aviation policy, planning and environment at the Federal Aviation Administration (FAA). Prior to her appointment at FAA, Pinkerton served as transportation counsel to House Aviation Subcommittee Chairman John L. Mica (R-Fla.) and served on Capitol Hill for nearly 10 years. She began her professional career at Price Waterhouse.

A native of Vero Beach, Fla., Pinkerton received a Bachelor of Science degree from Cedarville College in Ohio, and earned a law degree from the University of Florida. Pinkerton is also a Certified Public Accountant.

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**Nancy N. Young**  
**Vice President, Environmental Affairs**

Nancy Young joined the Air Transport Association (ATA) as vice president, environmental affairs in July 2007 and leads the association's expanding environmental activities. Ms. Young first joined ATA in 2000, managing international environmental programs as assistant general counsel. She became an ATA officer in 2004, serving as associate general counsel, environment and international programs. Young has broad experience in environmental law and litigation, joining ATA from the prominent law firm of Beveridge & Diamond, P.C. as shareholder/partner.

Among other things, she has served for several years on key working groups of the International Civil Aviation Organization's environmental committee and recently as co-chair of Beveridge & Diamond's climate change practice.

A native of Kansas City, Mo., she received her Bachelor of Arts degree from The College of William & Mary in 1986 and a juris doctor degree, cum laude, from Harvard Law School in 1990.

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# ATA ISSUE BRIEF

## *US-VISIT Biometric Exit*

### *Air Transport Association (ATA) Position*

ATA member airlines support the full implementation of US-VISIT Biometric Exit (Exit) at all air, sea and land ports of departure. The ATA airlines are committed to assisting the government in its deployment of this important program. To be of real value, however, it is imperative that Exit be managed and staffed by the Federal government as part of the official immigration inspection.

### *Background*

Beginning in 1996 with the enactment of the Illegal Immigration Reform and Immigrant Responsibility Act, Congress has mandated that the government develop an automated entry/exit control system to collect the records of arrival and departure for every non-U.S. citizen entering and leaving the United States by air, sea or land. In subsequent legislation, Congress reiterated its directive adding new requirements for the utilization of biometric technology.

US-VISIT Entry, which involves the collection of a digital photograph and two finger scans by Custom and Border Protection officers at the point of arrival, has been functioning very effectively at all air and seaports since early 2004. Unfortunately, US-VISIT Exit was not developed with the same rigor. Rather than rely on a mandatory process analogous to Entry, DHS designed the Exit program as a voluntary program, assuming departing foreign visitors would know that they were expected to voluntarily locate randomly placed airport kiosks and “check-out.” After two years of testing at twelve airports and two seaports, a report on the failure of Exit was submitted to the Secretary of DHS in December of 2005. Had the government designed the pilot programs differently and with more direction to exiting passengers, the compliance rates may have been higher.

Now some eighteen months later, despite repeated offers by the airlines to work with the government to develop an effective Exit program, and government assurances that the airlines would have input in the development of the program, DHS has advised the industry that it plans to issue a Notice of Proposed Rulemaking (NPRM) to unilaterally offload its responsibility for this program to industry, with the collection taking place during the “check-in process.” While the airlines are eager to work with the government to assist with regard to effectuating US-VISIT Exit, (e.g. coding the passenger ticket for Exit processing) this is an inherently governmental function that in the final analysis must be performed by government officials as part of the overall immigration inspection process.

The solution is readily available to DHS. Some point in the security screening at the airport of a departing foreign visitor offers the most logical location for collection of biometric information. Passenger screening is a process over which TSA has complete control. Adding biometric information collection to that process can be accomplished seamlessly. TSA's plan to take control of identification document and ticket verification at airport security check points would facilitate the speedy processing of passengers subject to the US-VISIT program.

### ***Industry Concerns***

ATA member carriers have been waiting for over two years to assist DHS with the deployment of an Exit strategy and are extremely disappointed that the cooperative approach used to develop Entry has unilaterally been replaced by a decision to offload on the industry its responsibility for US-VISIT Biometric Exit.

DHS has been unmoved by the industry's assertion that the check-in process of today is continuing to evolve and move away from the airport environment. For years, airlines have invested significant resources in streamlining procedures, reprogramming, and implementing processes to facilitate passenger processing to by-pass traditional ticket counter check-in. Approximately thirty percent of passengers are already utilizing the ability to check-in online and that number is increasing rapidly. In addition, carriers are implementing procedures and spending significant revenue to enable the off-airport check-in process to expand to include the use of PDAs and cell phones and accessibility from other off-airport locations.

If DHS mandates that the airlines collect biometrics during the check-in process in order to satisfy the requirements for Exit, it will be a costly and time-consuming move backward. Passengers could lose the ability to utilize self check-in processes that would result in out-dated, time-consuming procedures. In addition, and perhaps more importantly, the U.S. government will be abdicating their role in the security/immigration process and damaging its integrity. Finally, a viable Exit solution at airports is of little value without equally viable land and sea Exit programs.

### ***Airline Commitment***

ATA and its member airlines would like the opportunity to work in cooperation and partnership to develop a US-VISIT Exit strategy that will enhance the U.S. immigration process – a program that is managed and staffed by government agents at existing government security checkpoints or other non-intrusive locations. Mandating the approach proposed by DHS will interrupt efforts towards seamless passenger processing and jeopardize airline business developments.