

ALOHA AIRLINES

Contract of Carriage - Passenger

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Table of Contents

- [0001 Application of Tariff](#)
- [0005 Definitions](#)
- [0010 Passports and Visas](#)
- [0020 Capacity Limitations](#)
- [0035 Refusal to Transport](#)
- [0040 Electronic Surveillance](#)
- [0050 Acceptance of Children](#)
- [0055 Trained Dogs or Other Service Animals in the Passenger Cabin](#)
- [0090 Oxygen Service and Medical Equipment](#)
- [0095 Claims](#)
- [0100 Tickets](#)
- [0105 Ticket Validity](#)
- [0115 Confirmation of Reservations](#)
- [0135 Cancellation of Reservations](#)
- [0150 Application of Fares](#)
- [0160 Currency](#)
- [0170 Round-Trip Fares](#)
- [0175 Circle-Trip Fares](#)
- [0180 Stopovers](#)
- [0185 Routings](#)
- [0190 Baggage](#)
- [0195 Special Items](#)
- [0200 Animals](#)
- [0205 Checked and Carry-on Baggage](#)
- [0215 Cabin-Seat Baggage](#)
- [0220 Free Baggage Allowance](#)
- [0225 Excess Baggage Charges](#)
- [0230 Baggage Liability](#)
- [0240 Flight Delays/Cancellations \(Confirmed Passengers\)](#)
- [0245 Denied Boarding Compensation](#)
- [0255 Rerouting](#)
- [0260 Involuntary Refunds](#)
- [0270 Voluntary Refunds](#)
- [0390 Prepaid Ticket Advice Charges](#)
- [0500 Aloha Airlines Designated Flight Operator Service](#)
- [8000 Children's Fares](#)

ALOHA AIRLINES CONTRACT OF CARRIAGE

0001 Application of Tariff

- A) Rules in this tariff govern the application of all fares and charges published in the Domestic Fares Rules/North American Passenger Tariff unless exceptions are expressly stated in those tariffs. These rules constitute the conditions upon which Aloha Airlines transports and are expressly agreed to by the passenger as if included as conditions in the contract of carriage.
- B) International transportation is subject to the rules relating to liability and to all other provisions of the Convention for the Unification of Certain Rules Relating to International Transportation by Air, signed at Warsaw, October 12, 1929, or such convention as amended. Any provisions of these rules which are inconsistent with any provision of the Convention will be inapplicable to international transportation.
- C) Changes in Rules, Fares and Charges – Except as otherwise provided within specific fare rules, transportation is subject to the rules, fares, and charges in effect on the date on which the ticket is issued. "Write Your Own" type tickets which are billed to the passenger only after use are considered to be issued on the date of use. Purchase of a Prepaid Ticket Advice (PTA) constitutes purchase and issuance of a ticket for the purpose of this rule provided the PTA is purchased in accordance with the reservation and purchase requirements which apply to the fare. All provisions within this rule applicable to tickets apply to PTAs.
- 1) If an increase in the fares or charges becomes effective before the ticket has been issued, the full amount of the increase will be collected from the passenger.
 - 2) No increase will be collected in cases where the ticket has been issued before the effective date of a fare or charge increase provided:
 - a) That the ticket was issued and confirmed for a specific flight at the fare in effect on the date of ticket issuance (determined by the validation stamped or imprinted on the ticket).
 - b) That the originating flight shown on the ticket is not voluntarily changed at the passenger's request subsequent to the effective date of any increase in the applicable fare. These provisions apply whether or not such increase results from a change in fare level, change in conditions governing the fare, or a cancellation of the fare itself.
 - 3) For non-refundable fares: If, after a nonrefundable ticket has been issued and before any portion thereof has been used, either a decrease in the fares or charges applicable to the transportation shown on the ticket becomes effective or a new fare for which the passenger can qualify is added between the points shown on the ticket, Aloha Airlines will issue the full amount of the difference in fares in the form of a nonrefundable miscellaneous charge order (MCO) provided that:
 - a) There is no change in origin/destination/ stopover point(s)/flight(s)/date(s) shown on the original ticket or on any ticket issued in exchange for the original ticket.
 - b) Subsequent to the decrease in fares or charges or the addition of a new fare, all conditions of the decreased fares or charges or the new fare are met, including booking code and any advance reservations/ticketing requirements. Current availability of seats must exist in the booking code of the new or decreased fare.
 - c) The new or changed fare is not an off-tariff promotional or unpublished fare, including without limitation:
 - i) A wholesale fare
 - ii) A fare available only at alohaairlines.com or another internet travel site
 - iii) A fare offered for a limited time

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

- 4) For refundable fares: If, after a refundable ticket has been issued and before any portion thereof has been used, either a decrease in the fares or charges applicable to the transportation shown on the ticket becomes effective or a new fare for which the passenger can qualify is added between the points shown on the ticket, the full amount of the difference in fares will be refunded provided that:

- a) There is no change in origin/destination/ stopover point(s)/flight(s)/date(s) shown on the original ticket or on any ticket issued in exchange for the original ticket.
 - b) Subsequent to the decrease in fares or charges or the addition of a new fare, all conditions of the decreased fares or charges or the new fare are met, including booking code and any advance reservations/ticketing requirements. Current availability of seats must exist in the booking code of the new or decreased fare.
 - c) The new or changed fare is not an off-tariff promotional or unpublished fare, including without limitation:
 - i) A wholesale fare
 - ii) A fare available only at alohaairlines.com or another internet travel site
 - iii) A fare offered for a limited time
 - d) A USD \$100.00 administrative service charge will apply for all refundable tickets/unticketed PTAs presented for refund. Exception: The passenger will be given the option of receiving a refund (after subtracting the USD \$100.00 service charge) or receiving the difference in fares in the form of a nonrefundable miscellaneous charge order (MCO). The USD \$100.00 service charge will be waived if the refund is issued in the form of a nonrefundable MCO. The MCO is valid for one year from date of issue and may be used as a payment for air travel or travel-related services on Aloha Airlines only. Partially used MCOs have no residual value. The endorsement box of any ticket issued in exchange for the MCO referred to above must contain a nonrefundable amount (including taxes and surcharges) equal to the greater of the service charge applicable to the fare on the ticket or of the value of the MCO that was applied to the ticket.
- D) Reference to tariffs, pages, rules, items and notes are continuous and include revisions, supplements thereto and reissues thereof.
- E) Aloha Airlines will be responsible for the furnishing of transportation only over its own lines. When Aloha Airlines 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), Aloha Airlines will act only as agent for the other carrier and will assume no responsibility for the acts or omissions of such other carrier.
- F)
- 1) No agent, servant or representative of Aloha Airlines has authority to alter, modify or waive any provisions of the contract of carriage or of this tariff.
 - 2) No employee of Aloha Airlines has authority to alter/modify/waive any provisions of the contract of carriage or of this tariff unless authorized by a corporate officer of Aloha Airlines. Aloha Airlines appointed agents and representatives are only authorized to sell tickets for air transportation pursuant to the approved fares, rules and regulations of Aloha Airlines. This rule supersedes any conflicting provision contained in the contract of carriage.
- G) Fares apply for travel only between the points for which they are published. Tickets may not be issued at fare(s) published to and/or from a more distant point(s) than the points being traveled, even when issuance of such tickets would produce a lower fare.
- H) Misfiled Fares – Aloha Airlines, as a policy, does not file nor intend to offer/file tickets priced at zero or near zero. Essentially, such fares do not make any economic sense. We have introduced warning mechanisms to try to prevent such occurrences; however, occasionally fares such as these mistakenly get loaded into computer reservation systems that are not controlled by Aloha Airlines. Agents/customers should be aware that in these circumstances they are not allowed to ticket at these fares and Aloha Airlines will not honor fares of zero or near zero value. In the event a zero or near zero fare is ticketed inadvertently, Aloha Airlines will void such ticket and may choose to waive, at its sole discretion, certain rules or restrictions of existing published fares as a gesture of good will.
- I) The Aloha Airlines Customer First Program is incorporated by reference in the Contract of Carriage. The Customer First Program further explains the Carrier's policies, procedures, and dedication to customer service.

0005 Definitions

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

Active Duty U.S. Military Personnel – See U.S. Military Personnel.

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

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

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

Applicable Full Fare means the full adult fare for the class of service designated in the carrier's official general schedule for the aircraft, or compartment of the aircraft used by the passenger.

AQ means Aloha Airlines.

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

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

Example 1: Point 1 to point 2 on airline A, point 2 to point 1 on airline B.

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

Example 3: Point 1 to point 2 in first class on airline A, point 2 to point 1 in coach class on airline A or any other airline.

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

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

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

Days – Full calendar days, including Sunday/legal holidays; provided that for the purposes of notification the balance of the days upon which notice is dispatched shall not be counted; and that for purposes of determining duration of validity, the balance of the day upon which the ticket is issued or flight commenced shall not be counted.

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

Disabled – Means any individual who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment.

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

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

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

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

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

GTR – See Government Transport Request.

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

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

International Transportation means any transportation or other services, furnished by any carrier, which are included within the scope of the term international transportation as used in the Convention for the Unification of Certain Rules Relating to

International Transportation by Air, signed at Warsaw, October 12, 1929, or such convention as amended, whichever may be applicable to the transportation hereunder, and to which the said convention applies.

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

MCO – see Miscellaneous Charges Order.

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

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

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

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

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

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

PTA – see Prepaid Ticket Advice.

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

Qualified Individual With A Disability – An individual with a disability who obtains a ticket, comes to the airport for a flight, and meets non-discriminatory contract of carriage requirements that apply to all passengers.

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

Round Trip means any trip, the ultimate destination of which is the point of origin, and which is made via the same routing in both directions. Examples of round trips:

Examples of local round trip: Point 1 to point 2 on airline A. Point 2 to point 1 on airline A.

Example of joint round trip: Point 1 to point 2 on airline A. Point 2 to point 3 on airline B. Point 3 to point 2 on airline B. Point 2 to point 1 on airline A.

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

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

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

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

Stopover means a deliberate interruption of a journey by the passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination. Unless otherwise noted, stopover will occur when a passenger arrives at a point and fails to depart from such point on: a) the first flight on which space is available, or b) the flight that will provide for the passenger's earliest arrival at intermediate or junction transfer point(s) or destination point, via the carrier and class of service as shown on the passenger's ticket, provided however, that in no event will a stopover occur when the passenger departs from the intermediate/junction point on a flight shown in the carrier's official general schedule as departing within four hours after arrival at such point.

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

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

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

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

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

U.S. Military Personnel – Unless otherwise indicated, refers only to active duty military personnel, and means: 1) Military personnel of the United States military agencies holding a valid active duty armed forces of the United States green identification card, on active duty status and traveling on authorized furlough, leave or pass. 2) Military personnel does not include personnel on temporary duty orders traveling to or from their temporary duty station.

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

0010 Passports and Visas

- A) Each passenger desiring transportation across any international boundary is responsible for obtaining all necessary travel documents and for complying with the laws of each country from, through or to which he/she desires transportation; and unless applicable laws provide otherwise, will reimburse Aloha Airlines for any loss, damage, or expense suffered or incurred by such carrier by reason of such passenger's failure to do so. Aloha Airlines is not liable for any aid/information given by any agent/employee of the carrier to any passenger in connection with obtaining such documents or complying with such laws, or for the consequences to any passenger resulting from his/her failure to obtain such documents or to comply with such laws.
- B) Subject to applicable laws and regulations, the passenger must pay the applicable fare whenever the carrier, on government order, is required to return a passenger to his/her point of origin or elsewhere due to the passenger's inadmissibility into/deportation from a country, whether of transit, or of destination. The fare will be the applicable fare in effect at the time of original ticket issuance. Any difference between the applicable fare and the fare paid will be collected from/refunded to the passenger, as the case may be. The carrier will apply to the payment of such fares, any funds paid by the passenger for unused carriage, or any funds of the passenger in possession of the carrier. The fare collected for carriage to the point of refusal/deportation will not be refunded by the carrier unless the law of such country requires that the fare be refunded.

0020 Capacity Limitations

The number of seats which the carrier shall make available at fares governed by this rule on any given flight will be determined by the carrier's best judgment as to the anticipated total passenger load factor on each flight and fares will not necessarily be made available on all flights.

0035 Refusal to Transport

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

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

- C) Proof of Identity – Who refuses on request to produce identification. Note: The carrier has the right, but is not obligated, to require identification of persons purchasing tickets and/or presenting a ticket(s) to board an aircraft.
- D) Across International Boundaries – Who is traveling across any international boundary if:
- 1) The passenger's travel documents are not in order.
 - 2) The passenger's embarkation from, transit through, or entry into, the country would be unlawful.
 - 3) The passenger fails or refuses to comply with the rules and regulations of the carrier.
- E) Comfort and Safety – In the following categories, refusal to transport or removal may be necessary for the comfort and safety of all passengers:
- 1) Persons whose conduct is disorderly, abusive or violent.
 - 2) Persons who are unable to sit in the seat with the seatbelt fastened.
 - 3) Persons who appear to be intoxicated or under the influence of illicit drugs.
 - 4) Persons who are known to have a contagious disease that is transmissible to other passengers during the normal course of the flight.
 - 5) Persons who wear or have on or about their persons concealed or unconcealed deadly or dangerous weapons; provided, however, that Aloha Airlines will carry passengers who meet the qualifications and conditions established in F.A.R. 121.585.
 - 6) Manacled persons in custody of law enforcement personnel or persons who have resisted or may be believed to be capable of resisting escorts.
 - 7) Aloha Airlines may refuse transportation to any passenger on the basis of safety, and may refuse to provide transportation to any passenger whose carriage would violate Federal Aviation Regulations.
 - 8) Persons who are not fully attired, including those who are barefoot or are not wearing a blouse or shirt.
 - 9) Persons who attempt to interfere with any members of the flight crew in the pursuit of his/her duties or fails to obey the instructions of any member of the flight crew.
- F) Attendants – Aloha Airlines will require that a qualified individual with a disability, meeting any of the following criteria, travel with an attendant as a condition of being provided air transportation on the grounds of safety.
- 1) A person who, because of a mental disability, is unable to comprehend or respond appropriately to safety related instructions.
 - 2) A person with a mobility impairment so severe that the person is unable to assist in his or her own evacuation of the aircraft.
 - 3) A person who has both severe hearing and severe vision impairments, and cannot establish some means of communication with carrier personnel adequate to permit their receiving the required safety briefing.
 - 4) Aloha Airlines is unable to accommodate passengers who require an incubator, a respirator, or transportation on a stretcher.
 - 5) Flight attendants will not help with eating, drinking, or using the lavatory. Passengers needing such assistance should bring an attendant as a paid passenger.
- G) Liability – The carrier is not liable for refusing to transport or for removing any passenger in accordance with the preceding paragraphs of this rule. The carrier will, however, at the request of the passenger, provide a refund in accordance with Rule 260 (Involuntary Refunds).
- H) Medical Certificates – Aloha Airlines will require a medical certificate dated within ten days of the date of the flight for which it is presented for the following:
- 1) Passengers requiring oxygen in flight (reference Rule 90, Oxygen Service).
 - 2) Passengers whose medical condition is such that there is reasonable doubt that the individual can complete the

flight safely without requiring extraordinary medical assistance.

- 3) The passenger has a communicable disease or infection which can be transmitted to other passengers during the normal course of the flight.

0040 Electronic Surveillance

Passengers and their baggage are subject to inspection by employees of the Transportation Security Administration (TSA) according to standards and procedures established by the TSA, with an electronic detector with or without the passenger's consent or knowledge.

0050 Acceptance of Children

- A) Accompanied – Between the Continental U.S.A. and Hawaii or within the Continental U.S.A.: Children under 15 years of age are accepted for transportation between the Continental U.S.A. and Hawaii or within the Continental U.S.A. when accompanied on the same flight and in the same compartment by a passenger at least 18 years of age. For travel wholly within the State of Hawaii: Children under 12 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least 16 years of age.
- 1) Accompanied children less than two years old – For one child less than two years old, not occupying a seat, and accompanied by an adult fare-paying passenger at least 18 years old, there is no charge. Additional infants and infants occupying a seat will pay the applicable adult fare when traveling within the State of Hawaii, between Hawaii and North America or within North America. A maximum of two infants is permitted for each adult. The child must be placed in an approved infant safety seat (see rule 195(B)). Infants less than seven days old may not travel unless the passenger has a doctor's certificate dated within one day of travel stating that the infant will not require any extraordinary medical assistance during the flight. The final decision to transport an infant less than seven days old will be that of Aloha Airlines.
 - 2) Aloha Airlines reserves the right to request proof of age at anytime. If passenger is unable to provide proof of age, Aloha Airlines will charge the applicable fare and require the child to occupy a seat.
- B) Unaccompanied – Between the Continental U.S.A. and Hawaii or within the Continental U.S.A.: Children under 15 years of age that are not accompanied on the same flight and in the same compartment by a passenger 18 years of age or over are accepted for transportation. For travel wholly within the State of Hawaii: Children under 12 years of age that are not accompanied on the same flight and in the same compartment by a passenger 16 years of age or over are accepted for transportation.
- 1) Unaccompanied children 5 through 14 years of age must be brought to the airport of departure by a parent or responsible adult who remains with the child until enplaned and who must furnish Aloha Airlines with satisfactory evidence that the child will be met by another parent, or responsible adult upon deplaning at child's destination. Unaccompanied children are given first priority when boarding and deplaning the aircraft.
 - a) Names and phone numbers must be provided of the aforementioned adults and on the child's reservations record and their identification must be presented upon check in and at the child's destination pick-up point.
 - b) Aloha Airlines recommends that unaccompanied children be checked in for their flight at least 60 minutes before departure.
 - c) Unaccompanied children will not be accepted for online interisland, or any interline connecting flights which are the last flight of the day scheduled to depart from the connecting point to the child's next stopover or connecting point.
 - 2) Under five years old: Not accepted under any conditions.
 - 3) Five to seven years old: Accepted for online transportation on non-stop flights only. The child will not be accepted if the flight on which the child holds a reservation is expected to terminate short of or bypass the child's destination.
 - 4) Eight to 14 years old: Accepted for online or interline transportation provided space has been confirmed to the first point of stopover, or to final destination where the child will be met by a parent or responsible adult upon deplaning.
 - 5) 15-17 years old: Accepted without restrictions. Unaccompanied minor surcharge is not required but may be

requested for children ages 15-17 years old. If requested, unaccompanied minor surcharge will apply.

6) Surcharge

- a) Five to 14 years old for transportation between the Continental U.S.A. and Hawaii or within the Continental U.S.A.: USD \$40.00 one way for nonstop/direct service. USD \$65.00 one way for connecting service between the Continental U.S.A. and Hawaii.
- b) Five to 11 years old for transportation wholly within the State of Hawaii: USD \$25.00 for all types of transportation (i.e. nonstop, multi-stop, connecting service) within the State of Hawaii.
- c) Aloha Airlines will accept up to two children in an immediate family with the same drop-off/pickup information for one fee.

7) Unaccompanied children are not accepted when an online flight is the last flight of the day.

- C) The fare applicable to the transportation of children will be determined in accordance with Rule 8000 (Children's Fares) in the North American Passenger Tariff.
- D) Responsibilities of Carrier – No carrier will assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

0055 Trained Dogs or Other Service Animals in the Passenger Cabin

- A) Aloha Airlines accepts for transportation, without charge, a properly harnessed dog or other service animal trained to provide assistance when it accompanies a qualified individual with a disability. The dog or other service animal will be permitted to accompany the passenger into the cabin, but will not be permitted to occupy a seat.
- B) Aloha Airlines accepts for transportation, without charge, any properly harnessed dog trained in explosive detection, search and rescue or other official government business when accompanied by a government official or rescue team member. The dog will be permitted to accompany such passenger in the cabin, but will not be permitted to occupy a seat. The dog and its handler must be on official duty status and such status must be documented in writing to the satisfaction of Aloha Airlines.
- C) A service animal in the cabin must adhere to the following safety restrictions:
 - 1) No part of the animal may extend into the main aisle of the aircraft.
 - 2) The service animal is not seated in the emergency exit rows.
 - 3) The service animal should not extend into the foot space of another passenger who does not wish to share this space.

0090 Oxygen Service and Medical Equipment

Aloha Airlines will provide online in flight oxygen service on interisland flights 001-699 subject to the following conditions:

- A) Passengers will be required to give Aloha Airlines at least 48 hours notice that in flight oxygen will be needed and will be required to check in for the flight at least one hour before planned departure.
- B) Aloha Airlines will require a medical certificate from the passenger's physician certifying the need for in flight oxygen, whether any special conditions or attendants are required, give the maximum usage per hour, the oxygen flow rate per minute and that Aloha Airline's oxygen equipment fulfills the passenger's needs.
- C) The charge for oxygen service is USD \$75.00 per passenger ticket per bottle. These charges are not subject to any discount.
- D) Aloha Airlines will accept for transportation as baggage the passenger's personal oxygen equipment in conformity with Official Air Transport Restricted Articles Tariff No. 6-D and/or DOT Hazardous Materials Regulations.
- E) Aloha Airlines does not provide in flight oxygen service on flights between Hawaii and the Continental United States.
- F) Aloha Airlines does not provide in flight oxygen service on flights within the Continental United States.

Acceptance of Medical Equipment – The following applies only to service on Aloha Airlines flight numbers 001-699:

- A) The passenger must present upon check in a medical certificate from a physician stating that the passenger is capable of

completing the flight without requiring extraordinary medical assistance during the flight.

- B) The equipment must be self-powered by a sealed, non-spillable battery, such as a gel pack type. Equipment and battery must be in good working order, no bare wiring or cracks.
- C) Aloha Airlines requires a 48 hour notice for approval of medical equipment.
- D) Equipment not used in flight must be stowed under a seat or in an overhead compartment.

0095 Claims

- A) Time Limitations – No action will be maintained for any loss of, damage to, or delay in the delivery of, any property or baggage, or on any other claim (excepting personal injury or death), in connection with transportation of, or failure to transport any passenger, property or baggage unless notice of the claim is presented in writing to an Aloha Airlines office within 45 days after the alleged occurrence. The action must be commenced within two years after such alleged occurrence. Any written notification received by the carrier within 45 days which informs the carrier of the nature of the claim is sufficient to meet the requirements for timely notice. Failure to give the above notice will not be a bar if the claimant can show good cause for his/her failure to bring claim within 45 days.
- B) Preliminary Notice – In the case of allegedly missing, delayed or damaged baggage, the provisions in (A) will apply, except that preliminary notice of loss, delay or damage must be submitted to the carrier, in writing, within four hours after arrival of the flight on which the loss, delay or damage is alleged to have occurred. If the claimant fails to give notice within the given time limits, no action will lie against the carrier unless the claimant establishes to the satisfaction of the carrier that he/she was unable to give such notice.
- C) Overcharges – In addition to the requirements in paragraph (A) above, no claims for overcharge will be valid and no action will be maintained thereon more than two years after the date of sale of the ticket, unless such claim or action is accompanied by the passenger coupon portion of the ticket.
- D) The carrier will avail itself of the limitation of liability provided in the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, October 12, 1929, or provided in the said Convention as amended by the Protocol signed at the Hague, September 28, 1955. However, in accordance with Article 22(1) of said Convention, or said Convention as amended by said Protocol, the carrier agrees that, as to all international transportation by the carrier as defined in the said Convention, or said Convention as amended by said Protocol which, according to the contract of carriage includes as a point in the United States of America a point of origin, point of destination, or agreed stopping place:
 - 1) The limit of liability for each passenger for death, wounding, or other bodily injury will be the sum of USD \$75,000.00 inclusive of legal fees and costs, except that, in case of a claim brought in a state where provision is made for separate award of legal fees and costs, the limit will be the sum of USD \$58,000.00 exclusive of legal fees and costs.
 - 2) The carrier will not, with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(I) of said Convention or said Convention as amended by said Protocol.

Nothing herein will be deemed to affect the rights and liabilities of the carrier with regard to any claim brought by, on behalf of, or in respect any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger. Note: Except to the extent provided in rule 95 (D), rules affecting liability of carriers for personal injury or death are not permitted to be included in tariffs filed pursuant to the laws of the United States.

0100 Tickets

- A) No person will be entitled to transportation except upon presentation of a valid ticket. Such ticket entitles the passenger to transportation only between points of origin and destination, and via the routing designated thereon.
- B) Flight coupons will be honored only in the order in which they are issued, and only if all unused flight coupons and passenger coupons are presented together.
- C) A ticket which has not been validated, or which has been altered, mutilated or improperly issued, is not valid.
- D) Tickets are not transferable, but Aloha Airlines is not liable to the owner of a ticket for honoring or refunding the ticket when presented by another person.

- E) Except as otherwise provided within specific fare rules, name changes are not permitted before or after ticket issuance.
- F) Tickets may be purchased on credit, installment, or time payment plans in effect.
- G) The carrier will impose a service charge of USD \$10.00 per coupon for copies of tickets previously used for on-line transportation.
- H) The purchaser of an Aloha Airlines ticket and the passenger intending to use such ticket are responsible for ensuring that the ticket accurately states the passenger's name. Presentation of a ticket for transportation on Aloha Airlines by someone other than the passenger named thereon renders the ticket void. Such tickets will be subject to confiscation and will be ineligible for any refund.
- I) An electronic ticket (E-Ticket/ET) is the record of agreement maintained and processed within the carrier's electronic reservation system. A written receipt is provided to the purchaser of the electronic ticket which contains a reference for retrieving the record within the carrier's reservations system and summary of the ticket information.
 - 1) Aloha Airlines may mandate the issuance of an electronic ticket (ET) regardless of market, carrier, form of payment, or customer type (including participating carrier frequent flyer members).
 - 2) Aloha Airlines will collect a USD \$25.00 non-refundable service charge when a passenger voluntarily requests a paper ticket or the conversion of an electronic ticket to paper for all ET eligible itineraries.

0105 Ticket Validity

- A) **Period of Validity** – A ticket issued on Aloha Airlines ticket stock will be valid for transportation for one year from the date of issuance of the original ticket. The term "Aloha Airlines ticket stock" means tickets printed or imprinted with the Aloha Airlines carrier code (327) as part of the ticket serial number. Exception: Except as provided in paragraphs (B) and (C) below.
- B) **Extension of Validity**
 - 1) If the passenger is prevented from using the ticket, or a portion of the ticket, during the period of validity specified in paragraph (A) above, or the period of validity applicable to an excursion or special fare, due to lack of space or flight cancellation, the ticket will remain valid until space can be provided on a schedule comparable to that which the passenger had requested.
 - 2) If the passenger is unable to commence or continue travel due to personal illness, physical incapacity, or the illness or physical incapacity of a member of the passenger's immediate family, or of an associate with whom he/she is traveling, the carrier will extend the period of validity beyond the original limit not to exceed 30 days. The illness or incapacity must be certified in writing by a physician, specifying that the passenger is prevented from completing the journey before the expiration of the original time limit because of such circumstances. The certificate must be surrendered to the carrier, and the ticket and all coupons affected must be endorsed by the agent to indicate that an extension has been granted.
- C) **Special Fare Provisions** – The provisions below apply to fares that are subject to group travel requirements and/or reservations or ticketing time limitations and/or minimum or maximum stay requirements.
 - 1) **Period of Validity** – When a ticket includes an excursion or special fare having a shorter period of validity than one year, the shorter period of validity applies only to the excursion or special fare transportation.
 - 2) **Extension of Validity** – See provisions in paragraph 105 (B) above.
 - 3) **Waiver of Special Fare Restrictions**
 - a) When a passenger traveling at an excursion or special fare is prevented from traveling in accordance with the terms of the applicable tariff due to the passenger's illness, injury, or physical incapacity; or due to the death, illness, injury, or physical incapacity of a member of the passenger's immediate family, the passenger will be permitted to travel according to the provisions below. (See paragraph 105 (C)(3) (b) below).
 - i) When Transportation has not commenced from point of origin:
 - aa) When traveling at a fare requiring travel as part of a group, the passenger will be permitted to travel with a subsequent group traveling on the same type of fare (governed

- by the same rule as the fare on which the passenger was originally ticketed), without regard to any minimum reservations or ticketing limit, but will not be permitted to commence travel individually unless in accordance with the applicable tariff.
- b) When traveling at a fare that permits individual travel, the passenger will be permitted to commence travel on a subsequent flight without regard to any minimum reservation, ticketing limit, or maximum passenger limitation. Note: Travel will not be permitted on a day or at a time when the fare is not applicable for travel, nor will travel be permitted to commence at a fare that has expired. When necessary, the appropriate difference in fare will be collected from or refunded to the passenger.
- ii) When Transportation has Commenced from Point of Origin: The passenger will be permitted to return to the final destination on an earlier or later flight, as necessary, without regard to group travel requirements or any minimum reservations or ticketing limit.
- b) Travel permitted in accordance with the provisions in paragraphs 105 (C) (3) (a) (i) and (ii) above is also subject to the following provisions:
- i) The passenger will be accommodated in the class of service originally ticketed.
- ii) If the circumstances require the passenger to stop over at an intermediate point named on the routing applicable to the fare paid by the passenger, one stopover will be permitted at no additional cost
- iii) The passenger must submit to the carrier, a physician's certificate stating the circumstances which necessitate travel under this provision. In the case of death of a member of the passenger's immediate family, a copy of the death certificate shall be presented to the carrier.
- iv) If the medical certificate or death certificate is not available at the time the passenger is to travel, or, if the carrier has reason to doubt the validity of such certificate, the passenger will be accommodated upon payment of the fare applicable to transportation actually used, and a request for refund may be filed with the carrier. Upon receipt of the claim form and all supporting documents, and after determining the validity of the claim, the carrier will refund to the passenger, the difference between the total fare paid by the passenger and the amount the passenger would have paid under the provisions of this rule.
- v) Any extension of validity or restrictions waived will also apply to members of the immediate travel party who accompany the passenger described in paragraph 105 (C) (3) (a) above.

0115 Confirmation of Reservations

A reservation for space on a given flight is valid when the availability and allocation of such space is confirmed by a reservation agent of the carrier, and entered in the carrier's reservation system. Subject to payment or satisfactory credit arrangement, a validated ticket will be issued by the carrier indicating such confirmed space, provided the passenger applies for such ticket at least 30 minutes before the scheduled departure time of the applicable flight, except that where a group tour operator/group organizer issues a travel voucher in a form acceptable to Aloha Airlines instead of a standard airline ticket form. Such voucher must be issued to each passenger before departure. Such reservation of space is subject to cancellation by the carrier, without notice, if the passenger does not obtain a validated ticket specifying thereon the confirmed reserved space at least 30 minutes before the scheduled departure time of the applicable flight. Exception 1: All of the carrier's flights are subject to over booking which could result in the carrier's inability to provide previously confirmed space for a given flight. In that event, the carrier's obligation to the passenger is governed by Rule 245 regulating the payment of denied boarding compensation. The term over booking as used in this rule means the limited acceptance of more confirmed reservations on a given flight than the seating capacity of the aircraft. Exception 2: Notwithstanding the above, a passenger holding a valid ticket for a confirmed reservation will be considered to have confirmed reserved space whether or not there is a record of the reservation in the carrier's reservation system.

0135 Cancellation of Reservations

- A) Aloha Airlines will cancel reservations of any passenger whenever such action is necessary to comply with any governmental regulation, or to comply with any governmental request for emergency transportation in connection with the national defense; or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control.
- B) Failure to Occupy Space – If the passenger fails to occupy space which has been reserved for him/her on a flight of the

carrier and the carrier fails to receive notice of the cancellation of the reservation before the departure; or if the carrier cancels the reservation of any passenger in accordance with paragraphs of this rule, the carrier may cancel all reservations held by such passenger on the flights of any carrier for continuing or return space.

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

0150 Application of Fares

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

0160 Currency

Except as otherwise provided, all fares and charges between points in the United States are stated in dollars and cents of the lawful currency of the United States.

0170 Round-Trip Fares

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

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

0175 Circle-Trip Fares

Except as provided below, when a ticket is purchased before the transportation commences or is reissued according to Rule 255 (Rerouting), the fare applicable to a circle trip via participating carriers or partly via participating carriers and partly via other scheduled air carriers and National Air Taxi Conference members will be for the portion of carriage via one or more participating carriers as follows: The sum of 50% of the applicable round-trip fares for the respective sections, constructed from the point of origin via the route of travel that produces the lowest fare for the circle trip for class of service used. Exception: The provisions of this rule are not applicable when any portion of the circle trip is flown via charter services or military air services.

0180 Stopovers

- A) Except as otherwise provided, stopovers at points in Hawaii on transportation between points in Hawaii are permitted only upon payment of the combination of applicable fares, or stopover charges when provided in transportation, unless the applicable tariff specifically permits stopovers without charge at intermediate points on the applicable routing.
- B) A stopover, as used herein, occurs when a passenger arrives at an intermediate or junction transfer point on a flight of any carrier and fails to depart from such point on the same day on:
 - 1) The first flight on which space is available; or
 - 2) The flight that will provide for the passenger's earliest arrival at intermediate or junction transfer point(s) or destination point, via the carrier and class of service as shown on the passenger's ticket, provided, however that in no event will a stopover occur when the passenger departs from the intermediate or junction transfer point on a flight shown in the carrier's official general schedules and/or service patterns as departing within four hours after his/her arrival at such point.

0185 Routings

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

0190 Baggage

- A) General Conditions of Acceptance – The carrier will accept for transportation as baggage, such personal property as is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip, subject to the following conditions:
 - 1) All baggage is subject to inspection by the carrier; however, the carrier will not be obligated to perform inspection. The carrier will refuse to transport or will remove at any point baggage that the passenger refuses to submit for inspection.
 - 2) The carrier has the right to refuse to transport baggage on any flight other than the one carrying the passenger.
 - 3) The carrier will refuse to accept property for transportation whose size, weight or character renders it unsuitable for transportation on the particular aircraft which is to transport it; which cannot be accommodated without harming or annoying passengers; or which is not suitably or adequately packaged to withstand ordinary handling, unless the passenger executes a release as specified in Rule 195 (E) (3).
 - 4) Aloha Airlines will not accept baggage or other personal property for storage.
 - 5) Aloha Airlines will check baggage which is tendered by the passenger only upon presentation by the passenger

of a valid ticket or travel document for transportation over the lines of Aloha Airlines, or over the line of Aloha Airlines and one or more other carriers, subject to the conditions specified below:

- a) Baggage must be checked at the airport and at least 30 minutes in advance of flight departure time. If checked baggage is accepted less than 30 minutes before scheduled time, Aloha Airlines will be excluded from liability.
 - b) The passenger's name must appear on the baggage.
 - c) Baggage will not be checked:
 - i) To a point that is not on the passenger's routing.
 - ii) Beyond the passenger's next point of stopover or, if there is a stopover, beyond the final destination designated on the ticket.
 - iii) Beyond a point at which the passenger wants to reclaim the baggage or any portion thereof.
 - iv) Beyond the point to which all the applicable charges have been paid.
 - v) Beyond a point at which the passenger is to transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the passenger is scheduled to arrive.
 - vi) To a point which is intermediate to the passenger's next point of stopover, or if none, intermediate to the final destination.
- B) Quantity and/or Size Maximums – No article will be accepted for transportation if the maximum outside linear dimensions exceed 80 inches or if the article weighs more than 70 pounds. Exception: This provision does not apply to duffel bags, sea bags, or B4 bags (Rule 220); sporting equipment (Rule 195); live animals (Rule 200); or cabin baggage (Rule 215).
- C) Acceptance of Special Items and Live Animals – Special items listed in Rule 195 will be accepted by Aloha Airlines in accordance with the additional provisions and/or charges specified in that rule. Live animals will only be accepted in accordance with the additional provisions and/or charges specified in Rule 200.

0195 Special Items

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

- A) Animals, Live – See Rule 200.
- B) Infant Carrying Seats – An infant's carrying/car seat will be accepted for transportation in the passenger compartment only when an additional seat is reserved for the infant, a ticket is purchased at the applicable child's fare, and the seat can be properly secured by the seat belt. The infant carrying seat must be one of the following:
 - 1) FAA approved infant/child safety seat.
 - 2) Seat with label indicating device conforms to all applicable motor vehicle safety standards or conforms to all applicable federal motor vehicle safety standards or shows it is certified for use in motor vehicles or aircraft and, if manufactured outside the U.S.:
 - a) Label lists U.S. Government approval; or
 - b) Label shows seat was made under United Nations standards
 - 3) Not permitted:
 - a) Belly belts which attach to adult seat belt only
- C) Duffel Bags, B-4 Bags, and Sea Bags – See Rule 220.
- D) Firearms – See also Sporting Equipment below.
 - 1) Shooting equipment (to include firearms and archery equipment) must be contained in a stiff, heavy case. They are not acceptable in a soft sided case.
 - 2) All firearms require a written declaration, signed by the passenger, indicating that the firearm is unloaded.
- E) Fragile Items – Upon request, a fragile and/or bulky item will be carried as cabin-seat baggage subject to the provisions

in Rule 215.

- 1) Fragile items (for examples see paragraph (2) below) will be accepted if they are appropriately packaged in an original factory-sealed carton, cardboard mailing tube, or container/case designed for shipping such items, or packed with protective internal material. However, fragile items without appropriate packaging will be accepted upon the execution of a release furnished by the carrier, relieving the carrier of liability for loss/damage of contents, or delay in delivery resulting in damage/loss of checked baggage (of the type identified in paragraph (2) below). Such loss or damage must result solely from the unsuitability of such items as checked baggage and/or the inadequacy of packaging, and not from the carrier's failure to exercise the ordinary standard of care.
- 2) Classes and Examples of Fragile and/or Perishable Items – The classes of items listed below are deemed by the carrier to be fragile, perishable, or otherwise unsuitable as checked baggage, and are subject to the conditions of acceptance set forth in paragraph (1) above.
 - a) Artistic Items – Vases, figurines, ceramic articles, trophies, paintings, sculpture, and antique furniture.
 - b) Chinaware/Ceramics/Pottery (See also 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.
 - c) Electronic and Mechanical Items (See also Precision Items) – Television sets, radios, amplifiers, speakers, tape recorders, calculators, typewriters, computer equipment and audio/video equipment.
 - d) Garment Bags – Garment bags and suit/dress covers of light, flimsy plastic or vinyl designed for carrying and not for shipping.
 - e) Glass (See also Chinaware/Ceramics/Pottery) – Terrariums, mirrors, crystal, china and glass containers for liquors, wines, beer, liqueurs, and perfumes.
 - f) Household Articles – Lamps, lamp shades, furniture, and picture frames.
 - g) Liquor Cartons – Liquor cartons provided for hand carriage by duty-free shops.
 - h) Musical Instruments and Equipment – Musical instruments that are not protected or in carrying cases that are not sufficient to prevent damage when packed with other cargo.
 - i) Paper – Advertising displays, models, sketches, blueprints, maps, business documents, and photographs.
 - j) Perishable Items
 - i) Fresh or frozen foodstuffs such as fruits, vegetables, meats, fish, poultry, and bakery products.
 - ii) Floral and nursery stock such as flower, fruit, and vegetable plants.
 - iii) Cut flowers and foliage such as floral displays.
 - k) Photographic/Cinematographic Equipment – Cameras, lenses, flash bulbs, and projectors.
 - l) Precision Items (See also Electronic and Mechanical Items) – Microscopes, oscilloscopes, meters, counters, and polygraphs.
 - m) Recreational and Sporting Goods – Bicycles, fishing rods, skin-diving gear, and model airplanes.
 - n) Toys – Dolls, dollhouses and stuffed toys.
 - o) Miscellaneous Items
 - i) Boxes/Sacks/Bags – Boxes, sacks, and bags (and contents thereof) that do not have sufficient durability, a secure closure, or sufficient protection from damage to the container and its contents.
 - ii) Over packed baggage
 - iii) Uncrated/Unprotected/Unsuitable Items – Strollers, fishing poles, tennis rackets, umbrellas, sleeping bags, and others, either individually checked, tied, or strapped outside luggage.
- 3) Release Forms – Execution of the release forms relieves the carrier of liability for damage to fragile items (of the type identified in paragraph (2) above) in checked baggage, which damage results solely from the unsuitability of such items as checked baggage and/or the inadequacy of their packaging; and not from the carrier's failure to exercise the ordinary standard of care. Execution of the release form also relieves the carrier of liability for spoilage or substantial loss of value or potency which results from the carrier's delay in delivery of checked baggage, when such spoilage results from the unsuitability of such items as checked baggage, and not from the carrier's failure to exercise the ordinary standard of care.

- F) Musical Instruments – Musical instruments (including brass, percussion, string, or woodwind, but excluding piano, harp, timpani, organ, and amplifiers/speakers used in conjunction with electronic instruments) will be accepted as checked baggage subject to the provisions of Rule 195 (E)(2)(h). One musical instrument will be included in determining the free baggage allowance and, when in excess, will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece.
- G) Dangerous Goods – Any article listed in the DOT Hazardous Materials Regulations (49CFR 171-177) and/or IATA Dangerous Goods Regulations and revisions and reissues thereof, will be accepted subject to advance arrangements and compliance with provisions of the DOT Hazardous Materials Regulations (49CFR 171-177) and/or IATA Dangerous Goods Regulations.
- H) Sporting Equipment – Sporting equipment is accepted under the conditions listed below. Items listed below will be accepted if they are appropriately packaged in an original factory-sealed carton, cardboard mailing tube or hard sided container or case designed for shipping such items or packed with protective internal material. However, items listed below will be accepted without the appropriate packing upon the execution of a release. Aloha Airlines will supply a release which relieves the carrier of liability for loss or damage of contents which results solely from the unsuitability of such items as checked baggage and/or the inadequacy of their packaging and not from the carrier's failure to exercise the ordinary standard of care.
- 1) Surfboards – Not included in determining free baggage allowance. Maximum length for acceptance as baggage is 115 inches. The entire board must be encased in a suitable container sufficient to prevent scratches, dents, or other damages during normal handling. The skeg, if not removed, must be well padded. Subject to the following charges:
 - a) On points within the State of Hawaii: USD \$25.00
 - b) Between Hawaii and the Continental U.S.: USD \$50.00
 - c) Within the Continental U.S.: USD \$50.00
 - 2) Boogie Board – Boogie/body surfing board will be included in determining the free baggage allowance, and when in excess, each item will be subject to the excess baggage charge for a single piece.
 - 3) Windsurfing Equipment – Not included in determining free baggage allowance. One piece of windsurfing equipment is defined as one windsurfing board not exceeding 115 inches in length, one boom, one mast and one sail. Windsurfing equipment acceptance as baggage are subject to the following conditions and charges:
 - a) Cannot exceed 100 pounds or 115 inches in length
 - b) Items must be padded and enclosed in suitable packaging to protect from scratches, dents or other damage resulting from normal handling.
 - c) On all points serviced: USD \$100.00
 - 4) Kiteboard – Kiteboard will be accepted subject to the conditions specified below. For the purpose of this provision, one item of kiteboard equipment is defined as one board and kite.
 - a) Fins must be removed or well padded.
 - b) Entire board must be protected by a suitable container.
 - c) Kiteboards will not be included in determining the free baggage allowance and are subject to the following charges:
 - i) On points within the State of Hawaii: USD \$35.00
 - ii) Between Hawaii and the Continental U.S.: USD \$60.00
 - iii) Within the Continental U.S.: USD \$60.00
 - 5) Surfsled – Not included in determining free baggage allowance. Subject to the following charges:
 - a) On points within the State of Hawaii: USD \$25.00
 - b) Between Hawaii and the Continental U.S.: USD \$50.00
 - c) Within the Continental U.S.: USD \$50.00
 - 6) Archery Equipment – Archery equipment will be included in determining the free baggage allowance, and when in excess, each item will be subject to the excess baggage charge for a single piece. One item of archery equipment is defined as one bow, one quiver with arrows, and maintenance kit enclosed in a hard case or container to protect it from accidental damage.
 - 7) Baseball Equipment – Baseball equipment will be included in determining the free baggage allowance, and when in excess, each item will be subject to the excess baggage charge for a single piece. One item of baseball equipment is defined as one set of baseball bats and one set of baseball mitts.
 - 8) Bicycles – Bicycles will be accepted subject to the conditions specified below. For the purpose of this provision, one item of bicycling equipment is defined as one bicycle.
 - a) Aloha Airlines will accept non-motorized touring or racing bicycles with single or tandem seats.
 - b) Bicycles must have the handlebars fixed sideways and the pedals removed or be placed in cardboard

- containers with handlebars fixed sideways and the pedals and handlebars must be encased in plastic foam or similar materials.
- c) Passenger must sign a waiver of liability upon airport check-in for Aloha Airlines to transport bicycle. Aloha Airlines will not be responsible for damage to or loss of inadequately/unsuitably packed, uncrated or unprotected bicycles.
 - d) Transportation of bicycles is subject to availability of space. Aloha Airlines will not be responsible for ground delivery of a bicycle that was not accommodated on the flight for which it was accepted as checked baggage.
 - e) Bicycles will not be included in determining the free baggage allowance and are subject to the following charges:
 - i) On points within the State of Hawaii: USD \$25.00
 - ii) Between Hawaii and the Continental U.S.: USD \$50.00
 - iii) Within the Continental U.S.: USD \$50.00
- 9) Bowling Equipment – Bowling equipment is defined as one bowling ball, one bowling bag and one pair of bowling shoes. One bowling equipment will be included in determining free baggage allowance. When in excess, each item is subject to the excess baggage charge for a single piece.
 - 10) Camping Equipment – Camping equipment will be included in determining the free baggage allowance, and when in excess, each item will be subject to the excess baggage charge for a single piece. One item of camping equipment is defined as one tent and one sleeping bag.
 - 11) Canoe Paddles – Canoe paddles will be included in determining the free baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece. Canoes and kayaks are not accepted as excess baggage.
 - 12) Firearms/Shooting Equipment – Included in determining free baggage allowance. When in excess, each item will be subject to the excess baggage charge for a single piece. One item of shooting equipment is defined as one rifle case containing not more than two rifles, with or without scope, or two shotguns or not more than five pistols, noise suppressors and small rifle or pistol tools. Conditions of acceptance:
 - a) Firearms must be unloaded and packed in a manufacture's crushproof type container or a hard-sided container designed specifically for the firearm.
 - b) Baggage containing hand guns must be locked with a key or lock combination in possession of the passenger and the bag must be of the hard-side type.
 - c) Baggage containing firearms will be transported in an area, other than the cockpit, inaccessible to passengers.
 - d) Baggage containing firearms will not be accepted for transportation unless a declaration, signed and dated on the day the baggage is accepted for transportation, is placed in the baggage declaring that firearms are not loaded. Exception: When firearms are in hard-sided cases or baggage not specifically designed for carrying firearms, the declaration must be placed inside the suitcase or other baggage.
 - 13) Fishing Equipment – Fishing equipment is included in determining free baggage allowance and when in excess, each item is subject to the excess baggage charge for a single piece. One item of fishing equipment is defined as two rods, one reel, one landing net, one pair of fishing boots (all properly enclosed) and one fishing tackle box.
 - 14) Football Equipment – Football equipment will be included in determining the free baggage allowance, and when in excess, each item will be subject to the excess baggage charge for a single piece. One item of football equipment is defined as one set of headgear, one set of shoulder pads, one set of knee pads, one jersey, and one pair of shoes.
 - 15) Golfing Equipment – Golfing equipment is included in determining free baggage allowance. When in excess, each item is subject to the excess baggage charge for a single piece. One item of golfing equipment is defined as one golf bag containing not more than 14 clubs, 12 golf balls and one pair of golf shoes.
 - 16) Hockey Equipment – Hockey equipment will be included in determining the free baggage allowance and when in excess, each item will be subject to the excess baggage charge for a single piece. One item of hockey equipment is defined as one set of hockey sticks, one pair of skates, one set of headgear, one set of shoulder pads, one set of knee pads, and one jersey.
 - 17) Paintball Guns – Included in determining free baggage allowance. When in excess, each item is subject to the excess baggage charge for a single piece. Items of paintball gun equipment will be accepted as checked baggage subject to the conditions and charges specified below. For the purposes of this provision, paintball equipment shall be defined as one paintball gun with one barrel and one hopper, and one mask. Conditions of acceptance:
 - a) Passenger must declare that they are transporting a paintball gun.
 - b) CO2 tank must be removed and must be empty.
 - c) Barrel and hopper must be removed.

- d) Gun must be placed inside a case.
- 18) Scuba-Diving Equipment – Not included in determining free baggage allowance. An item of scuba equipment is defined as one scuba tank (empty), one scuba regulator, one tank harness, one tank pressure gauge, one mask, two fins, one snorkel, one spear gun, one knife and one safety vest. Subject to the following charges:
 - a) On points within the State of Hawaii: USD \$25.00
 - b) Between Hawaii and the Continental U.S.: USD \$30.00
 - c) Within the Continental U.S.: USD \$30.00
 - 19) Skateboard – Skateboard will be included in determining the free baggage allowance, and when in excess, each item will be subject to the excess baggage charge for a single piece.
 - 20) Ski Equipment – Included in determining free baggage allowance. When in excess each item will be subject to the excess baggage charge for a single piece. One item of skiing equipment is defined as one pair of skis or one snowboard not to exceed 115 inches, one pair of ski poles, one pair of ski bindings and one pair of boots.
 - 21) Tennis Equipment – Tennis equipment will be included in determining the free baggage allowance, and when in excess, each item will be subject to the excess baggage charge for a single piece. One item of tennis equipment is defined as up to two tennis rackets that must be contained in one tennis racket case suitable for carriage and one canister of tennis balls. Limit of two rackets per case.

0200 Animals

The transportation of live animals is subject to the general conditions of acceptance in paragraph (A), the provisions for containers in paragraph (B), the provisions for carriage in the passenger compartment in paragraph (C), and the charges for transporting the animals in paragraph (D) of this rule. Maximum weight and outside linear dimensions will not exceed those specified under Rule 225(C). Exception: This rule does not apply to the transportation of service animals according to Rule 55.

- A) General Conditions of Acceptance – Aloha Airlines will accept domestic cats, dogs, fish, poultry, game birds, and household birds for transportation within the State of Hawaii. The acceptance of animals is subject to the conditions below. Note: Animals will not be accepted for transportation between Hawaii and the other United States or within the Continental U.S.
 - 1) The animal must be harmless, inoffensive, odorless, and require no attention during transit.
 - 2) The animal must be confined in a leak proof cage or container subject to inspection and approval by the carrier before acceptance.
 - 3) The passenger must make all arrangements, and assume full responsibility for complying with any applicable laws, customs, and/or other governmental regulations, requirements, or restrictions of the country, state, or territory to which the animal is being transported.
 - 4) Animals will be transported in either the passenger or belly cargo compartment.
 - 5) Carriage of animals is limited to one animal per container and two containers per passenger, except that two kittens or two puppies under 10 weeks of age, or two household birds will be permitted in a single container. The carrier will limit the number of containers carried on any flight in order to ensure the safety and well being of any animal transported.
- B) Containers in Cargo Compartment
 - 1) Containers for transporting animals must be supplied by the passenger.
 - 2) Containers must be leak proof, structurally sound, free from all broken wires or protrusions, and properly ventilated.
 - 3) Containers must be large enough for pet to stand, sit and change positions comfortably.
 - 4) Containers must never be locked as animals must be accessible in case of emergency.
 - 5) Live fish must be enclosed in a flexible plastic inner container of sufficient strength to prevent puncture by the fish. The inner and outer containers must be sealed to prevent leakage and the outer container must be insulated to protect against harmful changes in water temperature. Aloha Airlines assumes no liability for live fish.

- C) Additional Requirements for Carriage in Passenger Compartment – Aloha Airlines will carry small domestic cats, dogs, rabbits, guinea pigs, turtles and household birds in the passenger compartment of the aircraft subject to the conditions in paragraphs (A) and (B) above, the additional conditions specified below, and the charges prescribed in paragraph (D) below.
- 1) Pets are not permitted with unaccompanied children.
 - 2) Pets are not permitted to occupy a passenger seat as cabin-seat baggage.
 - 3) After passenger check in, the pet must remain in the container at all times while in the boarding area and on board the aircraft.
 - 4) The container must be stored under the seat directly in front of the passenger.
 - 5) The container must not exceed 20 inches by 14 inches by 8 inches.
 - 6) Maximum number of animals and/or containers is limited to one animal per container and one container per passenger in the passenger compartment.
- D) Charges – The animal and its container will not be included in determining the free baggage allowance, and will always be subject the following charges:
- 1) On points within the State of Hawaii: Weight up to 50 pounds; \$35.00. 51-70 pounds; \$60.00. Note: Animal in its container in the passenger compartment will be included in determining the free baggage allowance and when in excess will be subject to the excess baggage charge in Rule 225.
 - 2) Animals/kennels weighing over 70 pounds will not be accepted on all flights. They will be accepted at the Aloha Airlines freight office for shipment as freight only, subject to meeting freight rules and regulations.

0205 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 in paragraphs (A) and (B) below. The suitability of baggage, as to weight, size, and character, to be carried in the passenger compartment of the aircraft will be determined by the carrier.

- A) Checked Baggage – The carrier will check baggage which is tendered by a passenger and which is acceptable under the terms of Rules 190, 195, and 200, upon presentation by a passenger of a valid ticket for transportation over the lines of that carrier, or over the lines of that carrier and one or more other carriers, subject to the conditions specified below.
- 1) Baggage must be checked at the city or airport office designated by the carrier and in advance of flight departure time as prescribed by the carrier.
 - 2) The passenger's name and contact phone number must appear on the baggage. The carrier will supply baggage identification labels free of charge.
 - 3) Baggage will not be checked:
 - a) To a point that is not on the passenger's routing.
 - b) Beyond the passenger's next point of stopover or, if there is no stopover, beyond the final destination designated on the ticket.
 - c) Beyond a point at which the passenger wants to reclaim the baggage or any portion thereof.
 - d) Beyond the point to which all applicable charges have been paid.
 - e) Beyond a point at which the passenger is to transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the passenger is scheduled to arrive.
 - 4) Live animals will not be checked beyond a point of transfer to another carrier except on interchange flights.
- B) Carry-On Baggage – When baggage is carried on board the aircraft, it must be retained in the passenger's custody and safely stored under a seat or in an overhead compartment approved for the carriage of such baggage. Carry-on baggage is subject to the following additional conditions:
- 1) The maximum outside linear dimensions for under seat storage must not exceed 20 inches by 14 inches by 8 inches.
 - 2) The maximum weight must not exceed 20 pounds. The articles listed below are not considered carry on items and will be accepted in addition to carry on item limits:

- a) Medical aid equipment required by the passenger in flight, including any mobility aids or assistive devices brought on board by a qualified individual with a disability that meet the requirements of FAA regulations for carry on baggage.
- b) An FAA approved infant/child safety seat (child restraint devices that are not used during the flight shall be placed in the baggage compartment).

0215 Cabin-Seat Baggage

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

- A) The item must be stored aft of a bulkhead or divider.
- B) Cabin-seat baggage must be carried aboard the aircraft by the passenger and secured in a seat by a seatbelt, straps and/or webbing to restrain the item so that it will not shift under all normally anticipated flight and ground conditions.
- C) Such baggage must be packaged in such a manner as to avoid possible injury to passengers.
- D) Such baggage must not exceed 125 pounds (62.5 kilograms) or be substantially larger than a passenger.
- E) Such baggage must not obstruct the use of, or access to, any required emergency or regular exit.
- F) Such baggage must not obscure any passenger's view of the "Seat Belt" sign, "No Smoking" sign or placard, or any required exit sign.
- G) Aloha Airlines will charge 50% of the applicable full one-way first class or unrestricted coach fare or 100% of the lowest available fare, whichever is less.
- H) The passenger and the cabin-seat baggage must occupy the same passenger compartment.
- I) The cabin-seat baggage will not be included in determining the free baggage allowance or excess baggage charges.
- J) Pets/animals are not allowed to occupy a passenger seat, even when the pet/animal is in a leak proof cage or container.

0220 Free Baggage Allowance

For travel solely between points in the U.S.A.:

- A) Checked Baggage Allowance – Aloha Airlines will accept a maximum of two pieces of checked baggage without service charge provided:
 - 1) Each piece has maximum outside linear dimension (length by width by height) of 62 inches
 - 2) Each piece has a maximum weight of 50 pounds.
- B) Carry-On Baggage – Aloha Airlines will accept a maximum of one piece of carry-on baggage to accompany the passenger on board the aircraft without service charge provided:
 - 1) The piece must fit under a seat and have a maximum outside dimension of 20 by 14 by 8 inches.
 - 2) The piece must weigh no more than 20 pounds.
 - 3) The baggage will not endanger the safety of the flight or comfort of any other passenger.
- C) Articles Carried Free in Addition to Stated Maximums – In addition to the maximum allowances provided above, each fare-paying passenger may carry on or check, without additional charge, the following articles of baggage:
 - 1) Carry-On (must be retained in the passenger's custody)
 - a) One personal item such as a purse (maximum of 25 linear inches), briefcase or laptop, camera,

binoculars, umbrella, walking stick, outer garments, safety seat for ticketed infants and children, assistive devices for qualified individuals with a disability, reasonable amount of reading material.

- b) Aloha Airlines will provide stowage in the cabin for one collapsible standard-size folding wheelchair on all transpacific flights aboard Boeing 737-700 aircraft. The wheelchair will be secured in the last row of passenger seats on the starboard side of the cabin. This type of stowage is offered on a first-come, first-served basis at the departure gate. Other foldable wheelchairs may be stowed in the cabin if they fit in an overhead bin. If a wheelchair cannot be stowed in the cabin, it will be transported in the cargo compartment at no additional charge.

2) Checked Baggage

- a) A manually or battery operated collapsible wheelchair. Customers who are traveling in a power wheelchair equipped with a wet-cell battery should notify Aloha Airlines at least 48 hours in advance of the scheduled departure. In order to ensure proper packaging and help us depart on time, customers may be asked to give up their power wheelchair up to one hour before departure. An airport wheelchair will be provided at no cost.
 - b) Braces or prosthetic devices
 - c) A fully collapsible stroller
 - d) An infant carrying/safety seat
- D) Pooled Baggage – When two or more passengers traveling to the same destination on the same flight present themselves and their baggage at the same time and place, their maximum allowance will be the sum of their individual maximum allowances. Baggage in excess of the combined maximum allowance will be subject to the excess baggage charge.

0225 Excess Baggage Charges

Baggage in excess of the maximum allowance specified in Rule 220 (Free Baggage Allowance) will be accepted for transportation only upon payment of excess baggage charges specified in this rule. Excess baggage charges will apply from the point at which baggage is accepted for transportation to the point to which baggage is checked or transported in the passengers compartment. Baggage connecting to other airlines will also be subject to the connecting airlines excess charges and/or oversize, overweight charges in addition to Aloha Airline's excess, oversize, and overweight charges.

- A) Applicable Charges – Where the provisions of Rule 220 indicate a maximum acceptable number of pieces of baggage that will be carried free, the piece(s) in excess of that maximum will be subject to the charges prescribed in paragraph (B) below, and overweight/oversize pieces will be subject to the charges prescribed in paragraph (C) below.
- B) Excess Piece Charges – Where the free baggage allowance specified in Rule 220 is a piece allowance, each excess piece is accepted in all cases on a space available basis only. Aloha Airlines is not responsible for ground delivery at point to where excess piece(s) is checked. The charge for each excess piece will be the following:
 - 1) For travel between the State of Hawaii and the Continental U.S. or within the Continental U.S.:
 - a) 1st to 3rd excess piece, USD \$80.00 for each piece
 - b) 4th to 6th excess piece, USD \$105.00 for each piece
 - c) 7th and any additional excess piece, USD \$180.00 for each piece
 - 2) For travel within the State of Hawaii:
 - a) 1st to 3rd excess piece, USD \$25.00 for each piece
 - b) 4th and any additional excess piece, USD \$35.00 for each piece

C) Oversize/Overweight Baggage Charges

- 1) Overweight Pieces – For each piece of checked baggage exceeding 50 pounds, a charge of USD \$25.00 will be assessed. No piece of baggage exceeding 70 pounds will be accepted. These charges are in addition to any charge assessed pursuant to (B) above and (2) below.
- 2) Oversize Pieces
 - a) For Aloha Airlines flights within the State of Hawaii, the charges for each piece of checked baggage that exceeds a maximum outside 62 inches will be USD \$50.00. These charges are in addition to any charge assessed pursuant to (B) and (C)(1) above.

- b) For Aloha Airlines flights between the State of Hawaii and the Continental U.S. or within the Continental U.S., a USD \$80.00 charge will be made for each piece of checked baggage that exceeds a maximum outside linear dimension of 62 inches. These charges are in addition to any charge assessed pursuant to (B) and (C)(1) above.
- c) No piece of baggage exceeding 80 inches outside linear dimensions will be accepted as check in baggage.

0230 Baggage Liability

- A) The carrier will be liable for the loss of, damage to, or delay in the delivery of a fare-paying passenger's baggage or other property. Such liability, if any, for the loss, damage, or delay in the delivery of a fare-paying passenger's baggage or other property (whether checked or otherwise delivered into the custody of the carrier), is limited to an amount equal to the value of the property, plus consequential damages, if any, and may not exceed the maximum limitation of USD \$3,000.00 for all liability per each fare-paying passenger. These limitations also apply to baggage or personal property accepted by the carrier for temporary storage at a city or airport ticket office or elsewhere before or after the passenger's trip. Exception: The above maximum liability will be waived for an individual claimant where it can be shown that, with respect to that claimant, the carrier failed to provide notice of limited liability for baggage. Note: With respect to domestic transportation, the baggage liability limits do not apply to liability for loss, damage, or delay concerning wheelchairs or other assistive devices. The criterion for calculating the compensation for a lost, damaged, or destroyed wheelchair or other assistive device shall be the original purchase price of the device.
- B) Exclusions From Liability
 - 1) When the carrier has exercised the ordinary standard of care, it will not be liable for spoilage resulting from delay in delivery of any perishables described in Rule 195; nor for damage to, or damage caused by, fragile articles described in Rule 195 that are unsuitably packed, and that are included in the passenger's checked baggage without the carrier's knowledge. The carrier will not be liable for the damage or delay in delivery of a passenger's checked baggage and property accepted according to the execution of a release as set forth in Rule 195, to the extent that such release relieves the carrier of liability.
 - 2) The carrier assumes no liability for irreplaceable articles and/or valuable items including but not limited to money, jewelry, scuba and snorkeling equipment, DVD's and DVD players, medication (prescription or nonprescription), cameras, electronic equipment, computer hardware/software, photographic, video and optical equipment, silverware, negotiable papers, securities, business documents, samples and goods for resale, works of art, paintings, antiques, artifacts, manuscripts, personal papers, publications, liquids, or damages caused by such articles included in the passenger's baggage, with or without the knowledge of the carrier. These items should be hand carried by the passenger or, if too large, shipped as commercial freight.
 - 3) The carrier will not be liable for delivery by surface transportation of checked baggage at the passenger's point of destination where the baggage is not presented by the passenger at least 30 minutes before scheduled departure time of the flight on which the passenger is transported, or where the passenger is transported on a flight for which he/she did not hold a confirmed reservations and his/her luggage did not accompany him/her on such a flight.
 - 4) Aloha Airlines shall not be liable for the loss, damage to, or delay in delivery of any property checked by a passenger traveling on a nonrevenue or reduced rate ticket, except for assistive devices.

0240 Flight Delays/Cancellations (Confirmed Passengers)

- A) General – The provisions of this rule apply to a passenger who has a ticket and a confirmed reservation on a flight which he/she does not use for one of the reasons named below.
- B) Definitions – For the purpose of this rule, the following terms have the meaning indicated below:
 - 1) Comparable Air Transportation means transportation provided by air carriers or foreign air carriers holding certificates of public convenience and necessity, or foreign permits.
 - 2) Connecting Point means a point to which a passenger holds or held confirmed space on a flight of one carrier and out of which the passenger holds or held confirmed space on a flight of the same or another carrier. All airports through which a city is served by any carrier will be deemed to be a single connecting point when the receiving carrier has confirmed reservations to the delivering carrier.

- 3) Delivering Carrier means a carrier on whose flight a passenger holds or held confirmed space to a connecting point.
- 4) Misconnection occurs at a connecting point when a passenger holding confirmed space on an original receiving carrier is unable to use such confirmed space because the delivering carrier was unable to deliver him/her to the connecting point in time to connect with the receiving carrier's flight. Note: The same rules regarding delivering and receiving carrier responsibility apply at the subsequent point(s) of misconnection as would apply at the point of original misconnection.
- 5) New Receiving Carrier(s) means a carrier or combination of connecting 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 shown on the passenger's ticket, on whose flight a passenger is transported from the connecting point.
- 6) Original Receiving Carrier(s) means a carrier or combination of connecting carriers on whose flight(s) a passenger originally held or holds confirmed space from a connecting point to a destination, next stopover or connecting point.
- 7) Outbound Flight means the flight on which a passenger originally held confirmed space beyond the point where the schedule irregularity or failure to carry occurs.
- 8) Schedule Irregularity means any of the following irregularities:
 - a) Delay in scheduled departure or arrival of a carrier's flight resulting in a misconnection, or
 - b) Flight cancellation, omission of a scheduled stop, or any other delay or interruption in the scheduled operation of a carrier's flight, or
 - c) Substitution of equipment of a different class of service, or
 - d) Schedule changes which require rerouting of the passenger at departure time of the original flight.
- 9) Schedule Change means:
 - a) The cancellation of a scheduled flight where no Aloha Airlines flight of comparable routing is available within 90 minutes of the original time of departure.
 - b) A change in the scheduled departure time of an Aloha Airlines flight which exceeds 90 minutes;
 - c) A change in the routing of a scheduled Aloha Airlines flight which adds one or more stops to the original itinerary; or,
 - d) A change in the routing of a scheduled flight that results in a scheduled arrival time more than 90 minutes later than the original scheduled arrival time.

C) Schedule Irregularity

- 1) When a passenger will be delayed because of a schedule irregularity or a carrier cancels the passenger's reservation according to Rule 135:
 - a) Any carrier causing such delay or in the case of a misconnection, the original receiving carrier(s) will transport the passenger without stopover on its (their) next flight on which space is available in the same class of service as the passenger's original outbound flight at no additional cost to the passenger; if space is available on a flight(s) of a different class of service acceptable to the passenger, such flight(s) will be used without stopover at no additional cost to the passenger, only if it (they) will provide an earlier arrival at the passenger's destination, next stopover point, or transfer point.
 - b) If the carrier causing such delay, or in the case of misconnection the original receiving carrier(s) is unable to provide onward transportation acceptable to the passenger, any other carrier or combination of connecting carriers, at the request of the passenger will transport the passenger without stopover on its (their) next flight(s) in the same class of service as the passenger's original outbound flight; or if space is available on a flight(s) of a different class of service acceptable to the passenger, such flight(s) will be used without stopover at no additional cost to the passenger, only if it (they) will provide an earlier arrival at the passenger's destination, next stopover point or transfer point. Exception: The carrier will have no obligation to accept another carrier's ticket which does not reflect a confirmed reservation on the carrier, unless the issuing carrier reissues the ticket for any changes in routing. In the event such carrier is not available to do so, the carrier reserves the right to reroute passengers only over its own lines between the points named on the original ticket.
 - c) The carrier causing the schedule irregularity will provide a refund in accordance with Rule 260 (Involuntary Refunds).

D) Change in Schedule – When a passenger will be delayed because of a change in its schedule, the carrier will arrange to:

- 1) Transport the passenger over its own lines to the destination, next stopover point or transfer point shown on its

portion of the ticket, without stopover at no additional cost to the passenger, provided that a passenger who paid a coach fare will be transported on one of its first class flights only if such flight will provide an earlier arrival than its next coach flight on which space is available; or

- 2) Provide a refund in accordance with Rule 260 (Involuntary Refunds). Exception: When an Aloha Airlines schedule change results in the cancellation of all Aloha Airlines service between two cities and Aloha Airlines is unable to reroute the passenger over its own lines, Aloha Airlines will reroute passengers holding tickets with confirmed reservations between such cities over the lines of one or more carriers, at no additional cost to the passenger.
- E) Amenities/Services for Delayed Passengers – The carrier will assume the following expenses for all passengers incurred as a result of cancellation, delay or interruption of any flight on which a passenger holds a confirmed reservation. Passengers will be informed of the available amenities when a delay is expected to exceed four hours.
- 1) Hotel Rooms – Aloha Airlines will furnish a hotel room for one night if the delay is expected to exceed four hours during the period between 10:00P.M. and 6:00A.M., unless the passenger is domiciled in the area where the cancellation, delay, or interruption occurs.
 - 2) Meals – Passengers will be furnished with one meal if the delay will extend beyond the meal hours. Alcoholic beverages will not be furnished to any passengers.
 - 3) Local ground transportation will be provided to the original destination airport.
 - 4) In lieu of (1), (2), and (3), and subject to passenger's approval, the carrier will compensate the passenger with credit valid for the purchase of transportation. The credit will be valid for travel only on Aloha Airlines within 365 days from the date of issue and will apply only to online transportation via Aloha Airlines, may not be endorsed to or accepted by any other carrier, and is not refundable to, saleable by, transferable by, or assignable by the passenger. Exception 1: The provisions in (1), (2), (3), and (4) do not apply to passengers holding confirmed reservations on a flight which is delayed or cancelled because of U.S. Weather Bureau observations or forecasts indicating that environmental conditions will be such that at the time of arrival or departure of the flight either the airport may be closed, or that weather conditions will be less than the minimum allowed for landing or takeoff as required by the Federal Aviation Administration. If an attempt is made to conduct the flight, all passengers will be informed that an attempt will be made. If the flight operates to the passenger's destination or returns to the passenger's point of origin, no amenities will be provided. Note: In the following cases the above exception will not apply and amenities will be provided to:
 - a) A passenger who is deplaned at a point other than his/her destination or point of origin.
 - b) A passenger whose onward transportation on the carrier is delayed or cancelled at a connecting point intermediate to his/her destination.
 - c) A passenger who, in the carrier's best judgment, requires such amenities and services because of special circumstances, such as unaccompanied children, elderly persons, disabled and/or ill passengers in order to maintain the safety, health, and welfare of such passengers.
 Exception 2: When an Aloha Airlines flight is delayed or cancelled because U.S. Weather Bureau observations or forecasts indicating that environmental conditions at the airport of destination will be such that, at the time of arrival of the flight, either the airport may be closed, or that weather conditions will be less than minimum allowed for landing as required by the Federal Aviation Administration, passengers originating travel on such a flight will be given that information before departure of the flight. After all passengers have been informed that 1) indications are the flight will be unable to land at their destination or stopover point and 2) that if the flight does not land, Aloha Airlines will not provide amenities of any kind, those passengers who nevertheless elect to travel may be boarded. Passengers who hold confirmed reservations and who have come to the airport to board that flight to that point but elected not to travel after being informed, will be rebooked to the next available Aloha Airlines flight in the same class of service without any penalties, but no other amenities will be provided. Passengers making direct connections from another Aloha Airlines flight or any other carrier will be provided full amenities, whether they elect to remain at the connecting point or whether they elect to travel and are landed at a point other than their final destination or stopover point. Exception 3: The services and amenities described above will not be provided for each flight interruption, cancellation or delay caused by acts of God, riots, civil commotions, government embargoes or regulations, wars, hostilities, disturbances, adverse weather conditions, labor disputes, air traffic congestion, airport closure, interline missed connection due to delay of other carriers, strikes, public enemies or quarantine which prevents the aircraft from departing or landing as scheduled.
- F) Liability of Carrier – Except to the extent provided in this rule, no carrier will be liable for failing to operate any flight according to schedule or for changing the schedule of any flight, with or without notice to the passenger.
- G) Notwithstanding the provisions of this rule, the carrier will not accept for any purposes under this rule, passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations or which voluntarily or involuntarily has become the subject of bankruptcy proceedings (the "defaulting carrier"). Exception: Notwithstanding the provisions of this paragraph, tickets issued by the defaulting carrier will be accepted solely for transportation over the lines of another carrier provided such tickets were issued by such defaulting carrier in its capacity

as agent for the other carrier and specified transportation via that carrier. When tickets are accepted, no adjustments in fare will be made which would require the other carrier to refund money to the passenger.

- H) Notwithstanding any other provisions of this rule, Aloha Airlines reserves the right to refuse to honor flight coupons of another carrier for free transportation or flight coupons of another carrier restricted to online only transportation on such other carriers.
- I) In the event of a strike or work stoppage which causes any cancellation or suspension of operations of any other carrier, the provisions of this rule will not apply with respect to passengers holding tickets for transportation on that carrier.

0245 Denied Boarding Compensation

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

A) Definitions – For the purpose of this rule, definitions of the following terms are as indicated.

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

- B) Request for Volunteers – The carrier will request passengers who are willing to do so, to voluntarily relinquish their confirmed reserved space in exchange for compensation in an amount determined by the carrier. If a passenger is asked to volunteer, the carrier will not later deny boarding to that passenger involuntarily unless that passenger was informed at the time he was asked to volunteer that there was a possibility of being denied boarding involuntarily, and of the amount of compensation to which he would have been entitled in that event. The request for volunteers and the selection of such persons to be denied space will be in a manner determined solely by the carrier. Note: In exchange for voluntarily relinquishing confirmed space, the carrier may, at its option, compensate the passenger with credit valid for transportation instead of monetary compensation. The amount of transportation credit offered will be equal to or greater than the monetary compensation due the passenger and will be valid for travel on the issuing carrier. The transportation credit will be valid for one year from the date of issue and will be nonrefundable and nontransferable.

- C) Boarding Priorities – If a flight is oversold (more passengers hold confirmed reservations than there are seats available), no one may be denied boarding against his/her will until airline personnel first ask for volunteers who will give up their reservations willingly, in exchange for a payment of the airline's choosing. If there are not enough volunteers other passengers may be denied boarding involuntarily in accordance with the boarding priority provided below. Passengers will be boarded in the order of presenting themselves for boarding at the boarding gate at least 10 minutes before the scheduled departure time of the flight on which the reservation was made. Exception: First priority will be given to those passengers who would, in the carriers opinion, incur severe hardship as a result of failure to carry, such as in the following categories:

- 1) Emergency travel
- 2) Passengers with a disability
- 3) Aged or infirmed passengers
- 4) Unaccompanied children under 12 years old.

Note 1: Business commitments will not, of themselves, constitute a hardship. Note 2: Children under the age of 12 years old who are accompanied by a passenger at least 12 years old will be boarded in the same order as the accompanying passenger. Note 3: Passengers within any one category listed above will be boarded in the order of presenting themselves for boarding.

- D) Transportation for Passengers Denied Boarding – When the carrier is unable to provide previously confirmed space, the carrier causing the passenger to be delayed will provide transportation to persons who have been denied boarding, whether voluntarily or involuntarily, in accordance with the provisions below:

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

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

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

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

Exception 2: The passenger will not be eligible for compensation if his/her reservation has been cancelled according to Rule 135(C)--Airport Check in Time Limits. Exception 3: The passenger will not be eligible for compensation if the flight on which he/she holds confirmed reserved space is unable to accommodate him/her because of substitution of equipment of lesser capacity when required by operational or safety reasons.

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

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

- 2) Amount of Compensation – The carrier will pay damages as follows:
 - a) Damages in the amount of 200% of the sum of the values of the passenger's remaining flight coupons of the ticket to the next stopover, or if none, to the destination, will be paid up to a maximum of USD \$400.00.

- b) If, however, the carrier arranges for comparable air transportation that is accepted and used by the passenger, the compensation will be 50% of the amount described above, up to a maximum of USD \$200.00, provided such alternate transportation is scheduled to arrive at the passenger's next stopover, or if none, at the airport of the passenger's destination not later than two hours (four hours in the case of foreign air transportation) after the planned arrival at the airport of the passenger's next point of stopover, or, if there is no next point of stopover, at the airport of the passenger's destination, of the flight on which the passenger holds a confirmed reservation. Note: The minimum compensation will be USD \$37.50. Exception: If arrangements can be made for comparable air transportation that is planned to arrive at the passenger's next stopover or destination at least one hour but not later than two hours after the flight on which the passenger holds confirmed space, but such accommodations would be in a section of the aircraft other than that specified on the passenger's ticket and the passenger refuses to accept such accommodations (at no additional charge or subject to an appropriate refund), the carrier will pay the passenger only such amount of denied boarding compensation as the passenger would have received had he/she accepted such comparable air transportation.

Note 1: If the offer of compensation is made by the carrier and accepted by the passenger, such payment will constitute full compensation for all actual or anticipatory damages incurred or to be incurred by the passenger as a result of the carrier's failure to provide the passenger with confirmed reserved space. Note 2: Passengers who are offered such compensation will not be provided with the amenities and services offered under the provisions of Rule 240 (E). Note 3: At the passenger's option, the carrier may compensate the passenger with credit valid for transportation instead of monetary compensation. The amount of the transportation credit offered will be equal to or greater than the monetary compensation due the passenger and will be valid only for travel on the issuing carrier. The transportation credit will be valid for one year from the date of issue and will be nonrefundable and nontransferable.

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

0255 Rerouting

- A) The carrier will reroute a passenger at the passenger's request and upon presentation of the ticket or portion thereof held by the passenger.
- B) Fare Applicable to Rerouting or Change in Destination.
- 1) The passenger may change the flight/date, routing and/or the ultimate destination designated on his/her ticket in accordance with paragraph (2) below, provided that, after transportation has commenced, a one-way ticket will not be converted into a round/circle/open-jaw trip ticket.
 - 2) Except as otherwise provided in Rule 240 (Flight Delays/Cancellations), the fare and charges applicable when change in flight/date, rerouting, or change in ultimate destination is made at the passenger's request at an office of the carrier before arrival at the ultimate destination named on the original ticket, will be the fare and charges in effect on the date the change in flight/date, rerouting or change in ultimate destination is entered on the passenger's ticket. Any difference between the fare and charges so applicable and the fare and charges applicable to the original ticket issued to the passenger will be collected from or refunded to the passenger, as the case may be.
- C) Notwithstanding the provisions of this rule, the carrier will not accept for any purposes under this rule, passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations or which voluntarily or involuntarily has become the subject of bankruptcy proceedings ("the defaulting carrier"). Exception: Notwithstanding the provisions of this paragraph, tickets issued by the defaulting carrier will be reissued/rerouted only between the points named on the original ticket which were served by another carrier, solely for transportation via the other carrier, provided such tickets were issued by such defaulting carrier in its capacity as agent for the carrier and specified transportation via the carrier. When tickets are accepted, no adjustments in fare will be made which would require the other carrier to refund money to the passenger.

0260 Involuntary Refunds

- A) The amount the carrier will refund upon surrender of the unused portion of the passenger's ticket according to Rules 35 (Refusal to Transport), 50 (Acceptance of Children) and 240 (Flight Delays/Cancellations), will be:

- 1) If no portion of the ticket has been used, an amount equal to the fare and charges paid by the passenger.
 - 2) If a portion of the ticket has been used the refund will be an amount equal to the lowest applicable direct one-way fare (or, on round/circle/open-jaw trip tickets to which a discount applies, 50% of the round-trip fare) for the classes of service paid for less the same rate of discount that was applied in computing the original fare and charges applicable from the point of termination to the destination named on the ticket, or to the point at which air transportation is to be resumed via:
 - a) The routing specified on the ticket, if the point of termination was on the routing of the ticket, or
 - b) The routing of any carrier(s) operating direct service between such points, if the point of termination was not on the routing specified on the ticket.
 - 3) The carrier assumes no obligation to refund any portion(s) of a ticket which does not reflect a confirmed reservation on the carrier's flight involved in a scheduled irregularity unless such ticket was issued by the carrier.
- B) The refund will be made in accordance with (A) above, or (C) below provided application therefore has been made not later than six months after the expiration date of the ticket.
- C) Notwithstanding the provisions of this rule, the carrier will not accept for any purposes under this rule, passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations, or which voluntarily or involuntarily has become the subject of bankruptcy proceedings.

0270 Voluntary Refunds

- A) General – When Rules 35 (Refusal to Transport), 50 (Acceptance of Children) or 240 (Flight Delays/Cancellations) are not applicable, the carrier which issued a ticket, or any carrier named in the routing shown on a ticket will, at the request of the passenger, and upon surrender of the unused portion of this ticket, provide a refund to the passenger on the following basis:
- 1) Aloha Airlines will not refund any portion of a fare that is nonrefundable, and will not refund any taxes, fees or charges collected on nonrefundable tickets.
 - 2) If no portion of the ticket has been used, the refund will be an amount equal to the fare and charges applicable to the ticket issued to the passenger.
 - 3) If a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare and charges applicable to the ticket issued to the passenger and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket.
 - 4) A refund will be made in accordance with (1) or (2) above provided that application is made and the unused coupons are surrendered to the carrier within one year after the original issue date of the ticket.
 - 5) Aloha Airlines assumes no obligation to issue a voluntary refund in accordance with (1) or (2) above unless such ticket was issued on Aloha Airlines ticket stock. The term "Aloha Airlines ticket stock" means tickets printed or imprinted with the Aloha Airlines carrier code (327) as part of the ticket serial number.
 - 6) When Payable: Eligible Aloha Airline ticket stock (327) will be refunded as follows: Credit card purchases: Seven days from receipt. Cash purchases: 20 days from receipt.
- B) Person to Whom Refund is Made – Except as provided below, the carrier will refund in accordance with this rule to the person named as the passenger on the ticket.

Exception 1: Tickets refundable to purchaser only. Refund of tickets as described below will be made only to:

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

In exchange for a prepaid ticket advice and/or miscellaneous charge order; to the purchaser of the prepaid ticket advice and/or miscellaneous charge order.

Under a Universal Air Travel Plan; to the subscriber against whose account the ticket was charged.

Against a transportation request issued by a government agency other than a U.S. government agency; to the government agency which issued the transportation request.

Against a U.S. Government transportation request; to the U.S. Government agency which issued the U.S.

Government transportation request with a check payable to the "Treasurer of the United States".

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

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

C) Lost Tickets

- 1) Amount of Refund – When a passenger loses his/her ticket, or the unused portion thereof, the carrier which issued the ticket will make a refund to the passenger in the following amounts, as applicable:
 - a) If no portion of the ticket has been used, the refund will be an amount equal to the fare and charges paid.
 - b) If a portion of the ticket has been used, and
 - i) The passenger has purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket, the refund will be an amount equal to the fare and charges paid for such new ticket.
 - ii) The passenger has not purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket, the refund will be an amount equal to the difference between the fare and charges paid, and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket.
- 2) Application for Refund
 - a) Time Limit – The refund will be made in accordance with above provided application therefore has been made not later than one month after the expiration date of the lost ticket.
 - b) Where Filed – Application must be filed in the general offices of the carrier.
 - c) Form of Application – Application must be made on forms prescribed by the carrier for such refunds.
 - d) When Payable – The refund will be made upon receiving application for such refund, subject to (D) and (E) below. Exception: Processing of lost ticket application will take 120 days due to research time required.
 - e) Previous Use or Refund – Refund will be made only provided that the lost ticket or lost portion thereof has not previously been honored for transportation or refunded to any person.
 - f) Indemnity – The carrier will make such refund only provided that the person to whom refund is made agrees, in such form as may be prescribed by the carrier, to indemnify the carrier for any loss or damage which it may sustain by reason of such refund.
- 3) Service Charge – The carrier will impose a service charge for handling such request for refund of a lost ticket/exchange order of:
 - a) USD \$25.00 per ticket for travel within Hawaii
 - b) USD \$100.00 per ticket for travel between Hawaii and the Continental U.S. Note 1: This charge will also apply to the replacement of a lost ticket. Note 2: This charge will also apply to the replacement of an exchange order. Exception: No service charge will be imposed for military passengers when transportation is paid for with a U.S. Government Transportation Request (Form No. 1169).

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

0390 Prepaid Ticket Advice Charges

A) Application

- 1) A PTA may be used for payment of air transportation charges, baggage charges, and other incidental expenses related to air transportation. Note – PTAs are only permitted for flights operated by Aloha Airlines.
- 2) A PTA authorizing the issuance of a ticket at any ticketing location within the same metropolitan area will not be accepted. Exception: When less than 24 hours (excluding Saturday, Sunday, and legal holidays) remains between the time the reservation is made and scheduled departure time of passenger's originating flight, a PTA may be used to authorize ticket issuance in the same metropolitan area.

B) Service Charges – The carrier will impose a service charge of USD \$100.00 for each prepaid ticket advice issued by the carrier. This service charge is not subject to any discount and cannot be refunded. Exceptions:

- 1) USD \$10.00 if issued for travel between points within the State of Hawaii.
- 2) The prepaid ticket advice service charge will not apply when prepayment is made by Government Transportation Request (Form No. 1169) issued by the Department of Defense or for prepayment made by the Federal Government for official business.

0500 Aloha Airlines Designated Flight Operator Service

A) An independent airline operator will provide service under an agreement with Aloha Airlines. The independent operators are identified below.

B) Transportation provided by the Aloha Airlines designated flight operators indicated below are subject to, and controlled by, the rules and tariffs of the operating carrier and any other pertinent agreements between any of them and Aloha Airlines (including the code-share agreement in effect between Aloha Airlines and such operating carrier). Note: Travel on these carriers, even when the flight number is designated as "AQ," is subject to the terms and conditions of the contract of carriage of the carrier operating the flight and may differ from Aloha Airline's contract of carriage. Terms and conditions that may differ include, but are not limited to:

- 1) Baggage acceptance, including, but not limited to, size, weight, and contents
- 2) Carriage of animals as checked baggage or in the cabin of the aircraft
- 3) Compensation for denied boarding due to oversale of seats
- 4) Limitation of liability for lost or damaged baggage.

C) AQ Flight numbers 5000-5999: Operated by/check in with Island Air (WP).

8000 Children's Fares

A) The fares for children, unless otherwise prohibited or published in the fares section, are provided in this category. Note – Joint provisions: The percentages for children apply to a joint fare only if the carriers have the same percentages. If the carriers have different percentages, the highest percentage applies; however, in no event will the fare exceed the sum of the applicable fares for each portion, or the applicable adult fare via the same routing.

B) Accompanied Children Less Than Two Years Old – One free child if less than two years old, accompanied by an adult fare-paying passenger at least 12 years old, and not occupying a seat. Each additional child less than two years old accompanied by the same passenger who is traveling with the first child less than two years old: Same as that published in fares section for accompanied children age 2-11. Children less than two years old, accompanied by an adult fare-paying passenger at least 12 years old, occupying a seat: Same as that published in fares section for accompanied children age 2-11.

C) Accompanied Children – Children age 2-11 accompanied by an adult fare-paying passenger at least 12 years old, unless specifically published, will pay the adult fare.

D) Unaccompanied Children – Unaccompanied children age 5-11: Same as that published in the fares section for accompanied children age 2-11.

Selected Index

Animals.....	5, 12, 13, 20, 21, 26, 27, 28, 29, 42
Bicycles.....	22, 24
Boogie/Body Surfing Board.....	23
Child/Children.....	6, 11, 12, 21, 27, 28, 29, 34, 36, 39, 42, 43
Child's Safety Seat.....	11, 21, 28, 29, 30
Disabled/Disability.....	6, 7, 10, 12, 28, 29, 34, 36
Firearms.....	21, 24, 25
Golfing Equipment.....	25
Identification.....	8, 9, 11, 27
Infant Carrying Seat.....	11, 21, 28, 29, 30
Infants.....	11, 21, 28, 29, 30
Lost Tickets.....	40, 41
Medical Conditions/Certificates/Equipment.....	10, 11, 13, 17, 28
Musical Instruments.....	22, 23
Name Changes.....	15
Oxygen Service.....	10, 13
Scuba Equipment.....	25, 31
Ski Equipment.....	26
Strollers.....	22, 30
Surfboards.....	23
Ticket Copies.....	15
Wheelchairs.....	29, 30, 31

member #

| pin #

[LOGIN](#)[HOME](#)[RESERVATIONS](#)[ALOHAPASS
miles program](#)[TRAVEL INFO](#)[SPECIALS](#)[VACATION PACKAGES](#)[CONTACT US](#)

- [Where We Fly](#)
- [Track a Flight](#)
- [Travel Advisory](#)
- [Travel Policies](#)
- [Travel Tips](#)
- [Special Needs](#)
- [Web Check-In](#)
- [Terms & Conditions](#)
- [Drive-Thru Check-in](#)
- [Schedule](#)
- [Seating Charts](#)
- [Dining](#)
- [Inflight Entertainment](#)
- [Contract of Carriage](#)

Contract of Carriage

CONDITIONS OF CONTRACT - SUMMARY OF INCORPORATED TERMS

Customers who purchase a ticket from Aloha Airlines do so under an agreement called a Contract of Carriage. The terms and conditions of Aloha's Contract of Carriage, also known as the general rules tariff, are summarized below.

1. Limits on liability for personal injury or death.

If the passenger's journey involves a destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs. In most cases the Convention limits the liability of carriers for death or personal injury.

2. Limits on liability for baggage, including fragile or perishable goods, and availability of excess valuation coverage.

A) For domestic travel, liability for loss, delay or damage to checked baggage is limited to the actual value of the baggage or USD \$2,800.00 per passenger. A higher valuation cannot be declared. When transportation is over the lines of Aloha and one or more carriers with a different limitation of liability and responsibility for loss, damage or delay in delivery of baggage cannot be determined, the lowest liability will be used when the claim is filed with Aloha.

For most international travel (including domestic portions of international journeys), liability for loss or damage to checked baggage is limited to the actual value of the baggage or USD \$640 per checked baggage per customer and for unchecked baggage is limited to USD \$400.00 per customer.

One-Way Roundtrip

From - Select City - 

To - Select City - 

Departing 29  Mar  Any 

Returning 2  Apr  Any 

Passengers 1 

SEARCH

The carrier assumes no liability for fragile valuables or perishable articles. In no case shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss. Aloha will not limit for loss, damage, or delay concerning wheelchairs or other mobility aids.

B) Exclusions From Liability - Aloha is not liable for:

- 1) Spoilage for perishable items.
- 2) Damage to fragile articles that are unsuitably packed.
- 3) Irreplaceable articles and/or valuable items including but not limited to money, jewelry, medication (prescription or nonprescription), cameras, electronic equipment, computer hardware/software, CD's & CD players, photographic, video and optical equipment, silverware, negotiable papers, securities, business documents, samples and goods for resale, works of art, paintings, antiques, artifacts, manuscripts, personal papers, publications, liquids, or damages caused by such articles included in the passenger's baggage, with or without the knowledge of the carrier. When transportation is over the lines of Aloha and one or more other carriers which excludes certain items in checked baggage from their liability, Aloha will not be liable for such excluded articles.

3. Claims restrictions, including time periods in which passengers must file a claim or bring an action against the air carrier.

Preliminary notice for any claim for baggage loss or damage must be filed with Aloha, in writing, by the customer, prior to leaving the premises of Aloha, and in no event more than 4 hours after the arrival of the flight on which the baggage loss or damage is alleged to have occurred. In the event of failure to give notice, no action shall lie against Aloha.

(a) Written notification of baggage loss or damage must be received by Aloha's Central Baggage Claims office within 30 days after the alleged occurrence. In the event of failure to give such notice, no action shall lie against Aloha.

No action will be maintained for any loss of, damage to, or delay in the delivery of any property or baggage, or on any other claim (excepting personal injury or death), in connection with the transportation of, or failure to transport any passenger, property or baggage unless notice of the claim is presented in writing to an Aloha office within 30 days after the alleged occurrence. The action must be commenced within 2 years after such alleged occurrence.

4. Rights of the air carrier to change terms of the contract.

Only a Corporate Officer of ALOHA AIRLINES can authorize any alteration, modification or waiver of the terms of the Contract of Carriage.

5. Rules of reconfirmation of reservations, check-in times and refusals to carry.

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Reconfirmation - Aloha has no reconfirmation requirements.

Check-in times - Reservations of passengers who have failed to present themselves for check-in at least 30 min before the scheduled departure time, and/or fails to present themselves for boarding at the boarding gate at least 15 min before such scheduled departure time are subject to cancellation, and denied boarding compensation will not be applicable.

Refusal to transport - Aloha will refuse to transport or will remove, at any point, any passenger for the following reasons:

- (1) Compliance with Government requisition of space or request for emergency transportation in connection with national defense or natural disasters (actual, threatened, or reported).
- (2) Refusal by a passenger to permit a search of person or property for explosives or for deadly, controlled, or dangerous weapons, articles or substances.
- (3) Refusal by a passenger to produce positive identification upon request.
- (4) Passengers traveling across any international boundary if:
 - a) The passenger's travel documents (passports, visas, certificates, etc.) are not in order.
 - b) The passenger's embarkation from, transit through, or entry into the country would be unlawful.
 - c) The passenger fails or refuses to comply with the rules and regulations of the carrier.
- (5) Passengers in the following categories:
 - a) Persons whose conduct is disorderly, abusive, or violent.
 - b) Persons who are unable to sit in a seat with a seatbelt fastened.
 - c) Persons who appear to be intoxicated or under the influence of illicit drugs.
 - d) Persons who are known to have a contagious disease that is transmissible to other passengers during the normal course of the flight.
 - e) Persons who wear or have on or about their person concealed or unconcealed weapons. (Aloha will carry passengers who meet the qualifications and conditions established by FAR 121.585.)
 - f) Manacled persons in custody of law enforcement personnel, or persons who may be believed to be capable of resisting escorts.
 - g) Aloha may refuse transportation to any passenger on the basis of safety, and may refuse to provide transportation to any passenger whose carriage would violate FAA Regulations.
 - h) For reasons of safety, passengers in the following categories will be required to travel with an attendant:
 - 1) A passenger who because of a mental disability is unable to comprehend or respond to safety related instructions.
 - 2) A person with a mobility impairment so severe that the individual is unable to assist in his/her own evacuation of the aircraft.
 - 3) A person who has both severe hearing and severe vision impairments and is unable to establish a means of communication with carrier

personnel sufficient to permit his/her receiving the required safety briefing.

(6) Aloha is unable to accommodate passengers who require an incubator, a respirator, or transportation on a stretcher.

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 and rerouting.

Aloha will not be responsible for damages resulting from the failure to depart or arrive at times stated in its timetable, nor for errors therein, nor for failure to make connections with planes of other lines or of this company.

Aloha will use its best efforts to carry the passenger and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of this contract. Aloha may without notice substitute alternate carriers or aircraft and may alter or omit stopping places shown on the ticket in case of necessity. Schedules are subject to change without notice.

7. Aloha's Customer First Policy

[Click here](#) for more information on Aloha Airlines Customer First Policy.

If further information on Aloha's Conditions of Contract are desired, the full text may be inspected at any Aloha airport or city ticket office. A copy of these Conditions of Contract may also be obtained from:

ALOHA AIRLINES, INC.
Tariff Department
PO Box 30028
Honolulu, HI 96820-0028

ALOHA AIRLINES

Contract of Carriage - Passenger

Version 1.01 - 9 June, 2006

Table of Contents

[0001 Application of Tariff](#)

[0005 Definitions](#)

[0010 Passports and Visas](#)

[0020 Capacity Limitations](#)

[0035 Refusal to Transport](#)

[0040 Electronic Surveillance](#)

[0050 Acceptance of Children](#)

[0055 Trained Dogs or Other Service Animals in the Passenger
Cabin](#)

[0090 Oxygen Service and Medical Equipment](#)

[0095 Claims](#)

[0100 Tickets](#)

DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
TABLE OF CONTENTS

RULE 800A9

TABLE OF CONTENTS

	<u>RULE</u>	<u>PAGE NO.</u>
ACCEPTANCE OF CHILDREN	50	AQ-7
ANIMALS	200	AQ-18
APPLICATION OF FARES	150	AQ-12
APPLICATION OF TARIFF	1	AQ-2
BAGGAGE	190	AQ-13
BAGGAGE LIABILITY	230	AQ-22
CABIN SEAT BAGGAGE	215	AQ-19
CANCELLATION OF RESERVATIONS	135	AQ-11
CAPACITY LIMITATIONS	20	AQ-6
CHECKED AND CARRY-ON BAGGAGE	205	AQ-19
CIRCLE-TRIP FARES	175	AQ-13
CLAIMS	95	AQ-8-B
CONFIRMATION OF RESERVATIONS	115	AQ-11
CURRENCY	160	AQ-12
DEFINITIONS	5	AQ-3
DENIED BOARDING COMPENSATION	245	AQ-25
C [N] DESIGNATED FLIGHT OPERATOR SERVICE	500	AQ-32
TRAINED DOGS OR OTHER SERVICE		
ANIMALS IN THE PASSENGER		
CABIN	55	AQ-8
ELECTRONIC SURVEILLANCE	40	AQ-7
EXCESS BAGGAGE CHARGES	225	AQ-21
C [X]	[X]	[X]
FLIGHT DELAYS/CANCELLATIONS		
(CONFIRMED PASSENGERS)	240	AQ-23
C [X]	[X]	[X]
FREE BAGGAGE ALLOWANCE	220	AQ-20
INVOLUNTARY REFUNDS	260	AQ-29
MEDICAL EQUIPMENT	90	AQ-8
OXYGEN SERVICE	90	AQ-8
PASSPORTS AND VISAS	10	AQ-5
PREPAID TICKET ADVICE CHARGES	390	AQ-32
REFUSAL TO TRANSPORT	35	AQ-6-A
REROUTING	255	AQ-28
ROUND-TRIP FARES	170	AQ-13
ROUTINGS	185	AQ-13
SPECIAL ITEMS	195	AQ-14
STOPOVERS	180	AQ-13
SURCHARGES	395	AQ-32
TICKETS	100	AQ-9
TICKET VALIDITY	105	AQ-9
VOLUNTARY REFUNDS	270	AQ-30

ISSUED: January 9, 2007

EFFECTIVE: January 10, 2007

DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION I - GENERAL RULES

RULE 1A9 APPLICATION OF TARIFF

- A) Rules in this tariff govern the application of all fares and charges published in the Domestic Fares Rules/North American Passenger Tariff unless exceptions are expressly stated in those tariffs. These rules constitute the conditions upon which AQ transports and are expressly agreed to by the passenger as if included as conditions in the contract of carriage.
- B) International transportation is subject to the rules relating to liability and to all other provisions of the Convention for the Unification of Certain Rules Relating to International Transportation by Air, signed at Warsaw, October 12, 1929, or such convention as amended. Any provisions of these rules which are inconsistent with any provision of the Convention will be inapplicable to international transportation.
- C) Changes in Rules, Fares and Charges
Except as otherwise provided within specific fare rules, transportation is subject to the rules, fares, and charges in effect on the date on which the ticket is issued. "Write Your Own" type tickets which are billed to the passenger only after use are considered to be issued on the date of use. Purchase of a Prepaid Ticket Advice (PTA) constitutes purchase and issuance of a ticket for the purpose of this rule provided the PTA is purchased in accordance with the reservation and purchase requirements which apply to the fare. All provisions within this rule applicable to tickets apply to PTAs.
- 1) If an increase in the fares or charges becomes effective before the ticket has been issued, the full amount of the increase will be collected from the passenger.
 - 2) No increase will be collected in cases where the ticket has been issued before the effective date of a fare or charge increase provided:
 - a) That the ticket was issued and confirmed for a specific flight at the fare in effect on the date of ticket issuance (determined by the validation stamped or imprinted on the ticket).
 - b) That the originating flight shown on the ticket is not voluntarily changed at the passenger's request subsequent to the effective date of any increase in the applicable fare. These provisions apply whether or not such increase results from a change in fare level, change in conditions governing the fare, or a cancellation of the fare itself.
 - 3) For Non-Refundable Fares: If, after a nonrefundable ticket has been issued and before any portion thereof has been used, either a decrease in the fares or charges applicable to the transportation shown on the ticket becomes effective or a new fare for which the passenger can qualify is added between the points shown on the ticket, AQ will issue the full amount of the difference in fares in the form of a nonrefundable miscellaneous charge order (MCO) provided that:
 - a) There is no change in origin/destination/stopover point(s)/flight(s)/date(s) shown on the original ticket or on any ticket issued in exchange for the original ticket.
 - b) Subsequent to the decrease in fares or charges or the addition of a new fare, all conditions of the decreased fares or charges or the new fare are met, including booking code and any advance reservations/ticketing requirements. Current availability of seats must exist in the booking code of the new or decreased fare.
 - c) The new or changed fare is not an off-tariff promotional or unpublished fare, including without limitation:
 1. a wholesale fare
 2. a fare available only at alohaairlines.com or another internet travel site
 3. a fare offered for a limited time

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

(Continued on next page)

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DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION I - GENERAL RULESRULE 1A9 APPLICATION OF TARIFF (Continued)(C) Changes in Rules, Fares and Charges (Continued)

4) For Refundable fares: If, after a refundable ticket has been issued and before any portion thereof has been used, either a decrease in the fares or charges applicable to the transportation shown on the ticket becomes effective or a new fare for which the passenger can qualify is added between the points shown on the ticket, the full amount of the difference in fares will be refunded provided that:

- a) There is no change in origin/destination/stopover point(s)/flight(s)/date(s) shown on the original ticket or on any ticket issued in exchange for the original ticket.
- b) Subsequent to the decrease in fares or charges or the addition of a new fare, all conditions of the decreased fares or charges or the new fare are met, including booking code and any advance reservations/ticketing requirements. Current availability of seats must exist in the booking code of the new or decreased fare.
- c) The new or changed fare is not an off-tariff promotional or unpublished fare, including without limitation:
 1. a wholesale fare
 2. a fare available only at alohaairlines.com or another internet travel site
 3. a fare offered for a limited time
- d) A USD 100.00 administrative service charge will apply for all refundable tickets/unticketed PTAs presented for refund.

EXCEPTION: The passenger will be given the option of receiving a refund (after subtracting the USD 100.00 service charge) or receiving the difference in fares in the form of a nonrefundable miscellaneous charge order (MCO). The USD 100.00 service charge will be waived if the refund is issued in the form of a nonrefundable MCO. The MCO is valid for one year from date of issue and may be used as a payment for air travel or travel-related services on AQ only. Partially used MCOs have no residual value. The endorsement box of any ticket issued in exchange for the MCO referred to above must contain a nonrefundable amount (including taxes and surcharges) equal to the greater of the service charge applicable to the fare on the ticket or of the value of the MCO that was applied to the ticket.

(Continued on next page)

ISSUED: November 21, 2006

EFFECTIVE: November 22, 2006

DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION I - GENERAL RULESRULE 1A9 APPLICATION OF TARIFF (Continued)

- D) Reference to tariffs, pages, rules, items and notes are continuous and include revisions, supplements thereto and reissues thereof.
- E) AQ will be responsible for the furnishing of transportation only over its own lines. When AQ 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), AQ will act only as agent for the other carrier and will assume no responsibility for the acts or omissions of such other carrier.
- F) 1) No agent, servant or representative of AQ has authority to alter, modify or waive any provisions of the contract of carriage or of this tariff.
2) No employee of AQ has authority to alter/modify/waive any provisions of the contract of carriage or of this tariff unless authorized by a corporate officer of AQ. AQ appointed agents and representatives are only authorized to sell tickets for air transportation pursuant to the approved fares, rules and regulations of AQ. This rule supersedes any conflicting provision contained in the contract of carriage.
- G) Fares apply for travel only between the points for which they are published. Tickets may not be issued at fare(s) published to and/or from a more distant point(s) than the points being traveled, even when issuance of such tickets would produce a lower fare.
- C [C]H) Misfiled Fares - Aloha Airlines, as a policy, does not file nor intend to offer/file tickets priced at zero or near zero. Essentially, such fares do not make any economic sense. We have introduced warning mechanisms to try to prevent such occurrences; however, occasionally fares such as these mistakenly get loaded into computer reservation systems that are not controlled by Aloha Airlines. Agents/customers should be aware that in these circumstances they are not allowed to ticket at these fares and Aloha Airlines will not honor fares of zero or near zero value. In the event a zero or near zero fare is ticketed inadvertently, Aloha Airlines will void such ticket and may choose to waive, at its sole discretion, certain rules or restrictions of existing published fares as a gesture of good will.

(Continued on next page)

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DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION I - GENERAL RULES

RULE 5A9 DEFINITIONS As used in these tariffs unless otherwise defined in a specific fares rule:

- Active Duty U.S. Military Personnel - See U.S. Military Personnel.
- Add-Ons - An amount published for use only in combination with other fares for the construction of through international fares.
- Animals, in addition to the usual connotation, include reptiles, birds, poultry and fish.
- Applicable Adult Fare means the fare which would be applicable to an adult for the transportation to be used except those special fares which would be applicable due to the adults' status (such as military fares, senior citizen fares, etc.).
- Applicable Full Fare means the full adult fare for the class of service designated in the carrier's Official General Schedule for the aircraft, or compartment of the aircraft used by the passenger.
- C [N] AQ means Aloha Airlines
- Carrier means any air carrier shown as a participant in this tariff.
- Circle Trip means any trip, the ultimate destination of which is the point of origin, but which includes a stop at at least one other point, and which is not made via the same routing/carrier in both directions.
- Examples of Circle Trips:
- Example 1: Point 1 to Point 2 on Airline A
Point 2 to Point 1 on Airline B
- Example 2: Point 1 to Point 2 to Point 3 on Airline A
- C [C] Example 3: Point 1 to Point 2 in first class on airline A,
Point 2 to Point 1 in coach class on airline A or any other airline.
- Co-Terminal means 2 or more relatively adjacent airports, which for the purpose of these fares, will be considered the same point.
- C Continental United States means the District of Columbia and all states of the United States other than [C] Alaska and [C] Hawaii.
- C Contractor means any person who has entered into a contract with a carrier for the purchase of seats for resale to the general public.
- C Days - Full calendar days, including [C] Sunday/legal holidays; provided that for the purposes of notification the balance of the days upon which notice is dispatched shall not be counted; and that for purposes of determining duration of validity, the balance of the day upon which the ticket is issued or flight commenced shall not be counted.
- Dependent - Unless otherwise indicated, dependents means spouse and children of military personnel/U.S. embassy personnel stationed overseas, wholly dependent upon such personnel for their livelihood.
- C [N] Disabled - means any individual who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment.
- DOT Hazardous Materials Regulations means the Hazardous Materials Regulations issued by the Materials Transportation Bureau of the Department of Transportation in Title 49 of the Code of Federal Regulations, Parts 171 through 177 (49 CFR 171-177).
- Flight Coupon - A portion of the passenger's ticket that indicates particular places between which the coupon is good for carriage.
- C [C] Government Transport Request - (GTR) A form used for ticket payment and travel authorization for passengers traveling on official business for the federal government of the U.S.
- Group is defined as the minimum number of passengers specified in conjunction with the fare as provided for in the applicable fare rules. Less than the minimum number of passenger may not travel at group fares, even upon payment of the minimum number of fares, unless specifically permitted in a given fares rule.
- Group Organizer - Any person engaged in organizing groups and/or responsible for the travel arrangements of the group under the terms and conditions of the applicable rule in this tariff, except that an air carrier shall not act as a group organizer.
- GTR - See Government Transport Request.
- C Handicapped Individual - [CANCELLED]
- C [C] Immediate Family Spouse, children, sons-in-law, daughters-in-law, grandchildren, brothers, sisters, brothers-in-law, sisters-in-law, parents, fathers-in-law, mothers-in-law, grandparents, step children, step brothers, step sisters, step parents.
- Interlining - Utilizing the services of more than one carrier in connection with a particular fare.
- International Transportation means any transportation or other services, furnished by any carrier, which are included within the scope of the term international transportation as used in the Convention for the Unification of Certain Rules Relating to International Transportation by Air, signed at Warsaw, October 12, 1929, or such convention as amended, whichever may be applicable to the transportation hereunder, and to which the said Convention applies.
- Maximum Outside Linear Dimensions means the sum of the greatest outside length, plus the greatest outside width, plus the greatest outside height.
- MCO - see Miscellaneous Charges Order.
- C [C] Micronesia - [CANCELLED]
- Military Agencies means departments of the Army, Navy, and Air Force; the Marine Corps; the Coast Guard; the respective academies of the Army, Navy, Air Force, and Coast Guard; and the National Guard. The Reserve Officer Training Corps is not included.
- Military Passenger means military personnel of the U.S. military agencies who are on active duty status or who have been discharged from active military service within seven days of the date of travel.

(Continued on next page)

ISSUED: June 21, 2006

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DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION I - GENERAL RULES

RULE 5A9 DEFINITIONS (Continued)

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

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

Example of Open-Jaw Trip

C [CANCELLED]

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

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

PTA - see Prepaid Ticket Advice.

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

C [C] Qualified Individual With a Disability - An individual with a disability who obtains a ticket, comes to the airport for a flight, and meets non discriminatory contract of carriage requirements that apply to all passengers.

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

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

Examples of Round Trips:

Examples of local round trip:

Point 1 to Point 2 on Airline A

Point 2 to Point 1 on Airline A

Example of joint round trip:

Point 1 to Point 2 on Airline A

Point 2 to Point 3 on Airline B

Point 3 to Point 2 on Airline B

Point 2 to Point 1 on Airline A

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

C [C] Sector - The portion of travel between 2 fare break points as determined in the fare construction.

Sectors are made up of one or more segments or legs.

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

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

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

a) The first flight on which space is available, or

b) The flight that will provide for the passenger's earliest arrival at intermediate or junction transfer point(s) or destination point,

via the carrier and class of service as shown on the passenger's ticket, provided however, that in no event will a stopover occur when the passenger departs from the intermediate/junction point on a flight shown in the carrier's official general schedule as departing within four hours after arrival at such point.

(Continued on next page)

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DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION I - GENERAL RULES

RULE 5A9 DEFINITIONS (Continued)

- C [C] Tour Conductor is a person at least 18 years old, who is in charge of and guides a group for the duration of a tour.
Transit Point - Any stop at an intermediate point on the route to be traveled (whether or not a change of planes is made) which does not fall within the definition of a stopover.
- C [C] United States/United States of America/U.S. means the 50 federated states and the District of Columbia, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, Midway, and Wake Islands.
United States Department of Defense means the U.S. Departments of the Army, Navy, and Air Force, and the U.S. Marine Corps.
- C [C] U.S. Armed Forces/U.S. Military Agencies means the Department of the Army, Navy, Air Force, Marine Corps, and Coast Guard of the United States of America; the respective academies of the Army, Navy, Air Force and Coast Guard, and does not include the National Guard Bureau or the Reserve Officer Training Corps, or members of the reserves not holding a valid active duty armed forces of the United States green identification card.
U.S. Military Personnel - Unless otherwise indicated, refers only to active duty military personnel, and means:
- 1) Military personnel of the United States military agencies holding a valid active duty armed forces of the United States green identification card, on active duty status and traveling on authorized furlough, leave or pass.
 - 2) Military personnel does not include personnel on temporary duty orders traveling to or from their temporary duty station.
- Waitlist means a list, established by an airline, of passengers who are either seeking space on a flight that is sold out, or traveling on a standby basis/standby fare that does not permit boarding a particular flight until all passengers with confirmed reservations have been boarded.

RULE 10A9 PASSPORTS AND VISAS

- A) Each passenger desiring transportation across any international boundary is responsible for obtaining all necessary travel documents and for complying with the laws of each country from, through or to which he/she desires transportation; and unless applicable laws provide otherwise, will reimburse AQ for any loss, damage, or expense suffered or incurred by such carrier by reason of such passenger's failure to do so. AQ is not liable for any aid/information given by any agent/employee of the carrier to any passenger in connection with obtaining such documents or complying with such laws, or for the consequences to any passenger resulting from his/her failure to obtain such documents or to comply with such laws.
- B) Subject to applicable laws and regulations, the passenger must pay the applicable fare whenever the carrier, on Government order, is required to return a passenger to his/her point of origin or elsewhere due to the passenger's inadmissibility into/deportation from a country, whether of transit, or of destination. The fare will be the applicable fare in effect at the time of original ticket issuance. Any difference between the applicable fare and the fare paid will be collected from/refunded to the passenger, as the case may be. The carrier will apply to the payment of such fares, any funds paid by the passenger for unused carriage, or any funds of the passenger in possession of the carrier. The fare collected for carriage to the point of refusal/deportation will not be refunded by the carrier unless the law of such country requires that the fare be refunded.

CRULE 15A9 AIRPORT LOUNGE FACILITIES [CANCELLED]

(Continued on next page)

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ALOHA AIRLINES
SECTION I - GENERAL RULES

CRULE 15A9 AIRPORT LOUNGE FACILITIES (Continued) [CANCELLED]

RULE 20A9 CAPACITY LIMITATIONS

C [C]The number of seats which the carrier shall make available at fares governed by this rule on any given flight will be determined by the carrier's best judgement as to the anticipated total passenger load factor on each flight and fares will not necessarily be made available on all flights.

RULE 25A9 MISCELLANEOUS [CANCELLED]

CRULE 30A9 SPECIAL ASSISTANCE PASSENGERS [CANCELLED]

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DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION I - GENERAL RULES

RULE 35A9 REFUSAL TO TRANSPORT

AQ will refuse to transport or will remove at any point, any passenger

- A) **Government Request or Regulations** - Whenever such action is necessary to comply with any government regulation, or with any governmental request for emergency transportation in connection with the national defense, or whenever necessary or advisable by reason of weather or other conditions beyond its control (including, but without limitation, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities, or disturbances) actual, threatened or reported.
- B) **Search of Passenger or Property** - Who refuses to permit search of his/her person or property for explosives or a concealed, deadly, or dangerous weapon/article.
- C) **Proof of Identity** - Who refuses on request to produce identification.
NOTE: The carrier has the right, but is not obligated, to require identification of persons purchasing tickets and/or presenting a ticket(s) to board an aircraft.
- D) **Across International Boundaries** - Who is traveling across any international boundary if:
1) The passenger's travel documents are not in order;
2) The passenger's embarkation from, transit through, or entry into, the country would be unlawful;
3) The passenger fails or refuses to comply with the rules and regulations of the carrier.
- E) **Comfort and Safety**
In the following categories refusal to transport or removal may be necessary for the comfort and safety of all passengers:
1) Persons whose conduct is disorderly, abusive or violent.
2) Persons who are unable to sit in the seat with the seatbelt fastened.
3) Persons who appear to be intoxicated or under the influence of illicit drugs.
4) Persons who are known to have a contagious disease that is transmissible to other passengers during the normal course of the flight.
5) Persons who wear or have on or about their persons concealed or unconcealed deadly or dangerous weapons; provided, however, that AQ will carry passengers who meet the qualifications and conditions established in F.A.R. 121.585.
6) Manacled persons in custody of law enforcement personnel or persons who have resisted or may be believed to be capable of resisting escorts.
7) Aloha Airlines may refuse transportation to any passenger on the basis of safety, and may refuse to provide transportation to any passenger whose carriage would violate Federal Aviation Regulations.
8) Persons who are not fully attired, including those who are barefoot or are not wearing a blouse or shirt.
9) Persons who attempts to interfere with any members of the flight crew in the pursuit of his/her duties or fails to obey the instructions of any member of the flight crew.
- F) **ATTENDANTS**
Aloha Airlines will require that a qualified individual with a disability, meeting any of the following criteria, travel with an attendant as a condition of being provided air transportation on the grounds of safety.
1) A person who, because of a mental disability, is unable to comprehend or respond appropriately to safety related instructions.
2) A person with a mobility impairment so severe that the person is unable to assist in his or her own evacuation of the aircraft.
3) A person who has both severe hearing and severe vision impairments, and cannot establish some means of communication with carrier personnel adequate to permit their receiving the required safety briefing.
4) Aloha Airlines is unable to accommodate passengers who require an incubator, a respirator, or transportation on a stretcher.
- C) [C15] Flight attendants will not help with eating, drinking, or using the lavatory. Passengers needing such assistance should bring an attendant as a paid passenger.
- G) **LIABILITY**
The carrier is not liable for refusing to transport or for removing any passenger in accordance with the preceding paragraphs of this rule. The carrier will, however, at the request of the passenger, provide a refund in accordance with Rule 260 (Involuntary Refunds).

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Airline Tariff Publishing Company, Agent

3rd Revised Page AQ-6-B

DOMESTIC GENERAL RULES TARIFF NO. DGR-1

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DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION I - GENERAL RULES

RULE 35AQ REFUSAL TO TRANSPORT (Continued)**H) MEDICAL CERTIFICATES**

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

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

RULE 40AQ ELECTRONIC SURVEILLANCE

Passengers and/or their baggage are subject to inspection by employees of the Transportation Security Administration (TSA) according to standards and procedures established by the TSA, with an electronic detector with or without the passenger's consent or knowledge.

RULE 50AQ ACCEPTANCE OF CHILDREN

- A) **Accompanied** Between the Continental USA and Hawaii or within the Continental USA: Children under 15 years of age are accepted for transportation between the Continental USA and Hawaii or within the Continental USA, when accompanied on the same flight and in the same compartment by a passenger at least 18 years of age. For travel wholly within the State of Hawaii: Children under 12 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least 16 years of age.
- 1) **Accompanied Children Less Than 2 years old**
For one child less than 2 years old, not occupying a seat and accompanied by an adult fare-paying passenger at least 18 years old, there is no charge. Additional infants and infants occupying a seat will pay the applicable adult fare when traveling within the State of Hawaii, between Hawaii and North America or within North America. A maximum of two infants is permitted for each adult. The child must be placed in an approved infant safety seat (see Rule 195(B)). Infants less than 7 days old may not travel unless the passenger has a doctor's certificate dated within one day of travel stating that the infant will not require any extraordinary medical assistance during the flight. The final decision to transport an infant less than 7 days old will be that of Aloha Airlines.
 - 2) Aloha Airlines reserves the right to request proof of age at anytime. If passenger is unable to provide proof of age, AQ will charge the applicable fare and require the child to occupy a seat.
- B) **Unaccompanied** Between the Continental USA and Hawaii or within the Continental USA: Children under 15 years of age that are not accompanied on the same flight and in the same compartment by a passenger 18 years of age or over are accepted for transportation. For travel wholly within the State of Hawaii: Children under 12 years of age that are not accompanied on the same flight and in the same compartment by a passenger 16 years of age or over are accepted for transportation.
- 1) **Unaccompanied children 5 through 14 years of age** must be brought to the airport of departure by a parent or responsible adult who remains with the child until enplaned and who must furnish AQ with satisfactory evidence that the child will be met by another parent, or responsible adult upon deplaning at child's destination. Unaccompanied children are given first priority when boarding and deplaning the aircraft.
 - a) Names and phone numbers must be provided of the aforementioned adults and on the child's reservations record and their identification must be presented upon check-in and at the child's destination pick-up point.
 - b) Aloha Airlines recommends that unaccompanied children be checked in for their flight at least 60 minutes before departure.
 - c) Unaccompanied children will not be accepted for online interisland, or any interline connecting flights which are the last flight of the day scheduled to depart from the connecting point to the child's next stopover or connecting point.
 - 2) **Under 5 years old:** Not accepted under any conditions.
 - 3) **5-7 years old:** Accepted for online transportation on non-stop flights only. The child will not be accepted if the flight on which the child holds a reservation is expected to terminate short of or bypass the child's destination.
 - 4) **8-14 years old:** Accepted for online or interline transportation provided space has been confirmed to the first point of stopover, or to final destination where the child will be met by a parent or responsible adult upon deplaning.
- C) [15] **15-17 years old:** Accepted without restrictions. Unaccompanied minor surcharge is not required but may be requested for children ages 15-17 years old. If requested, unaccompanied minor surcharge will apply.
- 6) **SURCHARGE**
 - a) 5-14 years old for transportation between the Continental USA and Hawaii or within the Continental USA: USD 40.00 one way for nonstop/direct service. USD 65.00 one way for connecting service between the Continental USA and Hawaii.
 - b) 5-11 years old for transportation wholly within the State of Hawaii: USD 25.00 for all types of transportation (i.e., nonstop, multi-stop, connecting service) within the State of Hawaii.
 - c) Aloha Airlines will accept up to 2 children in an immediate family with the same drop-off/pickup information for one fee.
 - 7) Unaccompanied children are not accepted when an online flight is the last flight of the day.

(Continued on next page)

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ALOHA AIRLINES
SECTION I - GENERAL RULES**RULE 50AQ ACCEPTANCE OF CHILDREN****C) FARE**

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

D) RESPONSIBILITIES OF CARRIER

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

RULE 55AQ TRAINED DOGS OR OTHER SERVICE ANIMALS IN THE PASSENGER CABIN

- A) AQ accepts for transportation, without charge, a properly harnessed dog or other service animal trained to provide assistance when it accompanies a qualified individual with a disability. The dog or other service animal will be permitted to accompany the passenger into the cabin, but will not be permitted to occupy a seat.
- B) AQ accepts for transportation, without charge, any properly harnessed dog trained in explosive detection, search and rescue or other official government business when accompanied by a government official or rescue team member. The dog will be permitted to accompany such passenger in the cabin, but will not be permitted to occupy a seat. The dog and its handler must be on official duty status and such status must be documented in writing to the satisfaction of AQ.
- C) A service animal in the passenger cabin must adhere to the following safety restrictions:
- 1) No part of the animal may extend into the main aisle of the aircraft.
 - 2) The service animal is not seated in the emergency exit rows.
 - 3) The service animal should not extend into the foot space of another passenger who does not wish to share this space.

RULE 90AQ OXYGEN SERVICE AND MEDICAL EQUIPMENT

Aloha Airlines will provide online inflight oxygen service on interisland flights 001-699 subject to the following conditions:

- A) Passengers will be required to give AQ at least 48 hours notice that inflight oxygen will be needed and will be required to check-in for the flight at least (1) hour before planned departure.
- B) AQ will require a medical certificate from the passenger's physician certifying the need for in flight oxygen, whether any special conditions or attendants are required, give the maximum usage per hour, the oxygen flow rate per minute and that AQ's oxygen equipment fulfills the passenger's needs.
- C) The charge for oxygen service is USD 75.00 per passenger ticket per bottle. These charges are not subject to any discount.
- D) AQ will accept for transportation as baggage the passenger's personal oxygen equipment in conformity with Official Air Transport Restricted Articles Tariff No. 6-D and/or DOT Hazardous Materials Regulations.
- E) AQ does not provide inflight oxygen service on flights between Hawaii and the Continental United States.
- F) AQ does not provide inflight oxygen service on flights within the Continental United States.

(Continued on next page)

DOMESTIC GENERAL RULES TARIFF NO. DGR-1

RULE 90AQ OXYGEN SERVICE AND MEDICAL EQUIPMENT (Continued)ACCEPTANCE OF MEDICAL EQUIPMENT

The following applies only to service on Aloha Airlines flight numbers 001-699.

- C [C]A) The passenger must present upon check-in a medical certificate from a physician stating that the passenger is capable of completing the flight without requiring extraordinary medical assistance during the flight.
- C [C]B) The equipment must be self-powered by a sealed, non-spillable battery, such as a gel pack type. Equipment and battery must be in good working order, no bare wiring or cracks.
- C [C]C) Aloha Airlines requires a 48 hour notice for approval of medical equipment.
- C [C]D) Equipment not used in flight must be stowed under a seat or in an overhead compartment.
- C 5) [CANCELLED]
- C 6) [CANCELLED]
- C 7) [CANCELLED]
- C 8) [CANCELLED]

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DOMESTIC GENERAL RULES TARIFF NO. DGR-1

RULE 95A0 CLAIMS

- A) **Time Limitations** No action will be maintained for any loss of, damage to, or delay in the delivery of, any property or baggage, or on any other claim (excepting personal injury or death), in connection with transportation of, or failure to transport any passenger, property or baggage unless notice of the claim is presented in writing to an AQ office within 45 days after the alleged occurrence. The action must be commenced within 2 years after such alleged occurrence. Any written notification received by the carrier within 45 days which informs the carrier of the nature of the claim is sufficient to meet the requirements for timely notice. Failure to give the above notice will not be a bar if the claimant can show good cause for his/her failure to bring claim within 45 days.
- B) **PRELIMINARY NOTICE** In the case of allegedly missing, delayed or damaged baggage, the provisions in A) will apply, except that preliminary notice of loss, delay or damage must be submitted to the carrier, in writing, within 4 hours after arrival of the flight on which the loss, delay or damage is alleged to have occurred. If the claimant fails to give notice within the given time limits, no action will lie against the carrier unless the claimant establishes to the satisfaction of the carrier that he/she was unable to give such notice.
- C) **OVERCHARGES**
In addition to the requirements in paragraph A) above, no claims for overcharge will be valid and no action will be maintained thereon more than 2 years after the date of sale of the ticket, unless such claim or action is accompanied by the passenger coupon portion of the ticket.
- D) The carrier will avail itself of the limitation of liability provided in the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw October 12, 1929, or provided in the said Convention as amended by the Protocol signed at the Hague September 28, 1955. However, in accordance with Article 22(1) of said Convention, or said Convention as amended by said Protocol, the carrier agrees that, as to all international transportation by the carrier as defined in the said Convention, or said Convention as amended by said Protocol which, according to the contract of carriage includes as a point in the United States of America a point of origin, point of destination, or agreed stopping place:
- 1) The limit of liability for each passenger for death, wounding, or other bodily injury will be the sum of USD 75,000.00 inclusive of legal fees and costs, except that, in case of a claim brought in a state where provision is made for separate award of legal fees and costs, the limit will be the sum of USD 58,000.00 exclusive of legal fees and costs.
 - 2) The carrier will not, with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(I) of said Convention or said Convention as amended by said Protocol.
- Nothing herein will be deemed to affect the rights and liabilities of the carrier with regard to any claim brought by, on behalf of, or in respect any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger.
- NOTE:** Except to the extent provided in Rule 95 D), rules affecting liability of carriers for personal injury or death are not permitted to be included in tariffs filed pursuant to the laws of the United States.

ISSUED: June 21, 2006

EFFECTIVE: June 22, 2006

DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION II - TICKETS

RULE 100AQ TICKETS

- A) No person will be entitled to transportation except upon presentation of a valid ticket. Such ticket entitles the passenger to transportation only between points of origin and destination, and via the routing designated thereon.
- B) Flight coupons will be honored only in the order in which they are issued, and only if all unused flight coupons and passenger coupons are presented together.
- C) A ticket which has not been validated, or which has been altered, mutilated or improperly issued, is not valid.
- D) Tickets are not transferable, but AQ is not liable to the owner of a ticket for honoring or refunding the ticket when presented by another person.
- C (NJE) Except as otherwise provided within specific fare rules, name changes are not permitted before or after ticket issuance.
- C (CJF) Tickets may be purchased on credit, installment, or time payment plans in effect.
- C (CJG) The carrier will impose a service charge of USD 10.00 per coupon for copies of tickets previously used for on-line transportation.
- C (CJH) The purchaser of a AQ ticket and the passenger intending to use such ticket are responsible for ensuring that the ticket accurately states the passenger's name. Presentation of a ticket for transportation on AQ by someone other than the passenger named thereon renders the ticket void. Such tickets will be subject to confiscation and will be ineligible for any refund.
- C (CJI) An electronic ticket (E-Ticket/ET) is the record of agreement maintained and processed within the carrier's electronic reservation system. A written receipt is provided to the purchaser of the electronic ticket which contains a reference for retrieving the record within the carrier's reservation system and summary of the ticket information.
- 1) AQ may mandate the issuance of an electronic ticket (ET) regardless of market, carrier, form of payment, or customer type (including participating carrier frequent flyer members.)
 2. AQ will collect a USD 25.00 non-refundable service charge when a passenger voluntarily requests a paper ticket or the conversion of an electronic ticket to paper for all ET eligible itineraries.

RULE 105AQ TICKET VALIDITY

C [CANCELLED]

A) PERIOD OF VALIDITY

A ticket issued on AQ ticket stock will be valid for transportation for one year from the date of issuance of the original ticket. The term "AQ ticket stock" means tickets printed or imprinted with the AQ Carrier Code (327) as part of the ticket serial number.

EXCEPTION: Except as provided in paragraphs B) and C) below.

B) EXTENSION OF VALIDITY

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

(Continued on next page)

ISSUED: June 28, 2006

EFFECTIVE: June 29, 2006

DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION II - TICKETSRULE 105A9 TICKET VALIDITYC) SPECIAL FARE PROVISIONS

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

1) Period of Validity

When a ticket includes an excursion or special fare having a shorter period of validity than one year, the shorter period of validity applies only to the excursion or special fare transportation.

C [C2] Extension of Validity

See provisions in Rule 105 paragraph (B) above.

3) Waiver of Special Fare Restrictions

C [C1a) When a passenger traveling at an excursion or special fare is prevented from traveling in accordance with the terms of the applicable tariff due to the passenger's illness, injury, or physical incapacity; or due to the death, illness, injury, or physical incapacity of a member of the passenger's immediate family, the passenger will be permitted to travel according to the provisions below. (See Rule 105 paragraph (C)(3)(b) below.)

i) When Transportation has not Commenced from Point of Origin

aa) When traveling at a fare requiring travel as part of a group, the passenger will be permitted to travel with a subsequent group traveling on the same type of fare (governed by the same rule as the fare on which the passenger was originally ticketed), without regard to any minimum reservations or ticketing limit, but will not be permitted to commence travel individually unless in accordance with the applicable tariff.

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

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

C [C1ii) When Transportation has Commenced from Point of Origin

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

C [C1b) Travel permitted in accordance with the provisions in Rule 105 paragraphs (C)(3)(a)(i) and (ii) above is also subject to the following provisions:

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

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

C [C1iii) The passenger must submit to the carrier, a physician's certificate stating the circumstances which necessitate travel under this provision. In the case of death of a member of the passenger's immediate family, a copy of the death certificate shall be presented to the carrier.

C [C1iv) If the medical certificate or death certificate is not available at the time the passenger is to travel, or, if the carrier has reason to doubt the validity of such certificate, the passenger will be accommodated upon payment of the fare applicable to transportation actually used, and request for refund may be filed with the carrier. Upon receipt of the claim form and all supporting documents, and after determining the validity of the claim, the carrier will refund to the passenger, the difference between the total fare paid by the passenger and the amount the passenger would have paid under the provisions of the rule.

C [C1v) Any extension of validity or restrictions waived will also apply to members of the immediate travel party who accompany the passenger described in Rule 105 paragraph (C)(3)(a) above.

RULE 110A9 ISSUANCE OF TICKET STOCK

C [CANCELLED]

ISSUED: June 28, 2006

EFFECTIVE: June 29, 2006

DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION III - RESERVATIONS

RULE 115AQ CONFIRMATION OF RESERVATIONS

A reservation for space on a given flight is valid when the availability and allocation of such space is confirmed by a reservation agent of the carrier, and entered in the carrier's reservation system. Subject to payment or satisfactory credit arrangement, a validated ticket will be issued by the carrier indicating such confirmed space, provided the passenger applies for such ticket at least 30 [C]minutes before the scheduled departure time of the applicable flight, except that where a group tour operator/group organizer issues a travel voucher in a form acceptable to AQ instead of a standard airline ticket form. Such voucher must be issued to each passenger before departure. Such reservation of space is subject to cancellation by the carrier, without notice, if the passenger does not obtain a validated ticket specifying thereon the confirmed reserved space at least 30 [C]minutes before the scheduled departure time of the applicable flight.

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

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

RULE 135AQ CANCELLATION OF RESERVATIONS

A) AQ will cancel reservations of any passenger whenever such action is necessary to comply with any governmental regulation; or to comply with any governmental request for emergency transportation in connection with the national defense; or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control.

B) Failure to Occupy Space: If the passenger fails to occupy space which has been reserved for him/her on a flight of the carrier and the carrier fails to receive notice of the cancellation of the reservation before the departure; or if the carrier cancels the reservation of any passenger in accordance with paragraphs of this rule, the carrier may cancel all reservations held by such passenger on the flights of any carrier for continuing or return space.

C [CIC] AQ will cancel the reservations of any passenger who fails to present him/herself for check-in at the departure airport ticket lifting point (where AQ provides check-in and boarding pass for the passenger's flight) at least 30 minutes before the scheduled departure time on the flight for which the reservation was made, and/or who fails to present him/herself for boarding at the boarding gate at least 15 minutes before such scheduled departure time, provided all passengers have presented themselves at the boarding gate have boarded the aircraft, and the flight is ready for scheduled departure. Passengers who are unable to present themselves for check-in in accordance with the above due to late arrival of an inbound connecting flight (misconnections) will be accommodated according to Rule 240.

D) AQ is not liable when it cancels the reservation of any passenger in accordance with this rule, but:

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

ISSUED: June 28, 2006

EFFECTIVE: June 29, 2006

DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION IV - FARES AND ROUTINGSRULE 150AQ APPLICATION OF FARES

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

RULE 160AQ CURRENCY Except as otherwise provided:

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

ISSUED: June 28, 2006

EFFECTIVE: June 29, 2006

DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION IV - FARES AND ROUTINGS

RULE 170AQ ROUND-TRIP FARES

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

- A) When specifically published via the desired routing, the applicable round-trip fare published by or 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 175AQ CIRCLE-TRIP FARES

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

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

RULE 180AQ STOPOVERS

- A) Except as otherwise provided, stopovers at points in Hawaii on transportation between points in Hawaii are permitted only upon payment of the combination of applicable fares, or stopover charges when provided in transportation, unless the applicable tariff specifically permits stopovers without charge at intermediate points on the applicable routing.
- B) A stopover, as used herein, occurs when a passenger arrives at an intermediate or junction transfer point on a flight of any carrier and fails to depart from such point on the same day on:
 - 1) The first flight on which space is available; or
 - 2) The flight that will provide for the passenger's earliest arrival at intermediate or junction transfer point(s) or destination point, via the carrier and class of service as shown on the passenger's ticket, provided, however that in no event will a stopover occur when the passenger departs from the intermediate or junction transfer point on a flight shown in the carrier's official general schedules and/or service patterns as departing within 4 hours after his/her arrival at such point.

RULE 185AQ ROUTINGS

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

RULE 190AQ BAGGAGE**A) GENERAL CONDITIONS OF ACCEPTANCE**

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

- 1) All baggage is subject to inspection by the carrier; however, the carrier will not be obligated to perform inspection. The carrier will refuse to transport or will remove at any point baggage that the passenger refuses to submit for inspection.
- 2) The carrier has the right to refuse to transport baggage on any flight other than the one carrying the passenger.
- C [C13] The carrier will refuse to accept property for transportation whose size, weight or character renders it unsuitable for transportation on the particular aircraft which is to transport it; which cannot be accommodated without harming or annoying passengers; or which is not suitably or adequately packaged to withstand ordinary handling, unless the passenger executes a release as specified in Rule 195 E) 3).

(Continued on next page)

ISSUED: November 21, 2006

EFFECTIVE: November 22, 2006

DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION V - BAGGAGE

RULE 190AQ BAGGAGE**A) GENERAL CONDITIONS OF ACCEPTANCE (Continued)**

- 4) AQ will not accept baggage or other personal property for storage.
 5) AQ will check baggage which is tendered by the passenger only upon presentation by the passenger of a valid ticket or travel document for transportation over the lines of AQ, or over the line of AQ and one or more other carriers, subject to the conditions specified below:
- a) Baggage must be checked at the airport and at least 30 minutes in advance of flight departure time. If checked baggage is accepted less than 30 minutes before scheduled departure time, AQ will be excluded from liability.
 - b) The passenger's name must appear on the baggage.

- C [C1c) Baggage will not be checked:
- i) To a point that is not on the passenger's routing
 - ii) Beyond the passenger's next point of stopover or, if there is a stopover, beyond the final destination designated on the ticket.
 - iii) Beyond a point at which the passenger wants to reclaim the baggage or any portion thereof
 - iv) Beyond the point to which all the applicable charges have been paid
 - v) Beyond a point at which the passenger is to transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the passenger is scheduled to arrive
 - vi) To a point which is intermediate to the passenger's next point of stopover, or if none, intermediate to the final destination.

C [C1B) QUANTITY AND/OR SIZE MAXIMUMS

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

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

C) ACCEPTANCE OF SPECIAL ITEMS AND LIVE ANIMALS

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

RULE 195AQ SPECIAL ITEMS

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

A) ANIMALS, LIVE-See Rule 200.**C [C1B) INFANT CARRYING SEATS**

An infant's carrying/car seat will be accepted for transportation in the passenger compartment only when an additional seat is reserved for the infant, a ticket is purchased, at the applicable child's fare, and the seat can be properly secured by the seat belt.

The infant carrying seat must be one of the following:

- 1) FAA approved infant/child safety seat
- 2) Seat with label indicating device conforms to all applicable motor vehicle safety standards or conforms to all applicable federal motor vehicle safety standards or shows it is certified for use in motor vehicles or aircraft and, if manufactured outside the U.S.:
 - a) Label lists U.S. Government approval; or
 - b) Label shows seat was made under United Nations standards
- 3) Not permitted:
 - a) [CANCELLED]
 - b) Belly belts, which attach to adult seat belt only
 - c) [CANCELLED]

C) DUFFEL BAGS, B-4 BAGS, AND SEA BAGS-See Rule 220.**D) FIREARMS-See also SPORTING EQUIPMENT below.**

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

(Continued on next page)

ALOHA AIRLINES
SECTION V - BAGGAGE

RULE 195A9 SPECIAL ITEMS (Continued)**L) FRAGILE ITEMS**

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

- 1) (Fragile items (for examples see paragraph (2) below) will be accepted if they are appropriately packaged in an original factory-sealed carton, cardboard mailing tube, or container/case designed for shipping such items, or packed with protective internal material. However, fragile items without appropriate packaging will be accepted upon the execution of a release furnished by the carrier, relieving the carrier of liability for loss/damage of contents, or delay in delivery resulting in damage/loss of checked baggage (of the type identified in paragraph 2) below). Such loss or damage must result solely from the unsuitability of such items as checked baggage and/or the inadequacy of packaging, and not from the carrier's failure to exercise the ordinary standard of care.
- 2) Classes and Examples of Fragile and/or Perishable Items
The classes of items listed below are deemed by the carrier to be fragile, perishable, or otherwise unsuitable as checked baggage, and are subject to the conditions of acceptance set forth in paragraph 1) above.
 - a) Artistic Items
Vases, figurines, ceramic articles, trophies, paintings, sculpture, and antique furniture.
 - b) China/Ceramics/Pottery (See also 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.
 - c) Electronic and Mechanical Items (See also Precision Items)
Television sets, radios, amplifiers, speakers, tape recorders, calculators, typewriters, computer equipment, and audio/video equipment.
 - d) Garment Bags
Garment bags and suit/dress covers of light, flimsy plastic or vinyl designed for carrying and not for shipping.
 - e) Glass (See also China/Ceramics/Pottery)
Terrariums, mirrors, crystal, china and glass containers for liquors, wines, beer, liqueurs, and perfumes.
 - f) Household Articles
Lamps, lamp shades, furniture, and picture frames.
 - g) Liquor Cartons
Liquor cartons provided for hand carriage by duty-free shops.
 - h) Musical Instruments and Equipment
Musical instruments that are not protected or in carrying cases that are not sufficient to prevent damage when packed with other cargo.
 - i) Paper
Advertising displays, models, sketches, blueprints, maps, business documents, and photographs.
 - j) Perishable Items
 - i) Fresh or frozen foodstuffs such as fruits, vegetables, meats, fish, poultry, and bakery products.
 - ii) Floral and nursery stock such as flower, fruit, and vegetable plants.
 - iii) Cut flowers and foliage such as floral displays.
 - k) Photographic/Cinematographic Equipment
Cameras, lenses, flash bulbs, and projectors.
 - l) Precision Items (See also Electronic and Mechanical Items)
Microscopes, oscilloscopes, meters, counters, and polygraphs.
 - m) Recreational and Sporting Goods
Bicycles, fishing rods, skin-diving gear, and model airplanes.
 - n) Toys
Dolls, dollhouses and stuffed toys.
 - o) Miscellaneous Items
 - i) Boxes/Sacks/Bags
Boxes, sacks, and bags (and contents thereof) that do not have sufficient durability, a secure closure, or sufficient protection from damage to the container and its contents.
 - ii) Overpacked baggage
 - iii) Unrated/Unprotected/Unsuitable Items
Strollers, fishing poles, tennis rackets, umbrellas, sleeping bags, and others, either individually checked, tied, or strapped outside luggage.

(Continued on next page)

ALOHA AIRLINES
SECTION V - BAGGAGE

RULE 195AQ SPECIAL ITEMS (Continued)**E) FRAGILE ITEMS (Continued)****3) Release Forms**

Execution of the release forms relieves the carrier of liability for damage to fragile items (of the type identified in paragraph 2) above) in checked baggage, which damage results solely from the unsuitability of such items as checked baggage and/or the inadequacy of their packaging; and not from the carrier's failure to exercise the ordinary standard of care. Execution of the release form also relieves the carrier of liability for spoilage or substantial loss of value or potency which results from the carrier's delay in delivery of checked baggage, when such spoilage results from the unsuitability of such items as checked baggage, and not from the carrier's failure to exercise the ordinary standard of care.

F) MUSICAL INSTRUMENTS

Musical instruments (including brass, percussion, string, or woodwind, but excluding piano, harp, timpani, organ, and amplifiers/speakers used in conjunction with electronic instruments) will be accepted as checked baggage subject to the provisions of Rule 195 E) 2) h). One musical instrument will be included in determining the free baggage allowance and, when in excess, will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece.

C ICJG) DANGEROUS GOODS

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

H) SPORTING EQUIPMENT

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

1) Surfboards

Not included in determining free baggage allowance. Maximum length for acceptance as baggage is 115 inches. The entire board must be encased in a suitable container sufficient to prevent scratches, dents, or other damages during normal handling. The skeg, if not removed, must be well padded. Subject to the following charges:

1. On points within the State of Hawaii: USD 25.00
2. Between Hawaii and the Continental U.S.: USD 50.00
3. Within the Continental U.S.: USD 50.00

2) Boogie Board

Boogie/body surfing board will be included in determining the free baggage allowance, and when in excess, each item will be subject to the excess baggage charge for a single piece.

3) Windsurfing Equipment

Not included in determining free baggage allowance. One piece of windsurfing equipment is defined as one windsurfing board not exceeding 115 inches in length, one boom, one mast and one sail. Windsurfing equipment acceptance as baggage are subject to the following conditions and charges:

- a) Cannot exceed 100 pounds or 115 inches in length
- b) Items must be padded and enclosed in suitable packaging to protect from scratches, dents or other damage resulting from normal handling.
- c) On all points serviced: USD 100.00

4) Kiteboard

Kiteboard will be accepted subject to the conditions specified below. For the purpose of this provision, one item of Kiteboard equipment is defined as one board and kite.

- a) Fins must be removed or well padded.
- b) Entire board must be protected by a suitable container.
- c) Kiteboards will not be included in determining the free baggage allowance and are subject to the following charges:
 1. On points within the State of Hawaii: USD 35.00
 2. Between Hawaii and the Continental U.S.: USD 60.00
 3. Within the Continental U.S.: USD 60.00

5) Surfslid

Not included in determining free baggage allowance. Subject to the following charges:

1. On points within the State of Hawaii: USD 25.00
2. Between Hawaii and the Continental U.S.: USD 50.00
3. With the Continental U.S.: USD 50.00

(Continued on next page)

DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION V - BAGGAGE

RULE 195A9 SPECIAL ITEMS (Continued)**H) SPORTING EQUIPMENT (Continued)**

- C** (C16) Archery Equipment
Archery equipment will be included in determining the free baggage allowance, and when in excess, each item will be subject to the excess baggage charge for a single piece. One item of archery equipment is defined as one bow, one quiver with arrows, and maintenance kit enclosed in a hard case or container to protect it from accidental damage.
- 7) Baseball Equipment
Baseball equipment will be included in determining the free baggage allowance, and when in excess, each item will be subject to the excess baggage charge for a single piece. One item of baseball equipment is defined as one set of baseball bats and one set of baseball mitts.
- 8) Bicycles
Bicycles will be accepted subject to the conditions specified below. For the purpose of this provision, one item of bicycling equipment is defined as one bicycle.
a) AQ will accept non-motorized touring or racing bicycles with single or tandem seats.
C (C1b) Bicycles must have the handlebars fixed sideways and the pedals removed or be placed in cardboard containers with handlebars fixed sideways and the pedals and handlebars must be encased in plastic foam or similar materials.
c) Passenger must sign a waiver of liability upon airport check-in for Aloha Airlines to transport bicycle. Aloha Airlines will not be responsible for damage to or loss of inadequately/unsuitably packed, uncrated or unprotected bicycles.
d) Transportation of bicycles is subject to availability of space. Aloha Airlines will not be responsible for ground delivery of a bicycle that was not accommodated on the flight for which it was accepted as checked baggage.
e) Bicycles will not be included in determining the free baggage allowance and are subject to the following charges:
1. On points within the State of Hawaii: USD 25.00
2. Between Hawaii and the Continental U.S.: USD 50.00
3. Within the Continental U.S.: USD 50.00
- 9) Bowling Equipment
Bowling equipment is defined as one bowling ball, one bowling bag and one pair of bowling shoes. One bowling equipment will be included in determining free baggage allowance. When in excess, each item is subject to the excess baggage charge for a single piece.
- 10) Camping Equipment
Camping equipment will be included in determining the free baggage allowance, and when in excess, each item will be subject to the excess baggage charge for a single piece. One item of camping equipment is defined as one tent and one sleeping bag.
- 11) Canoe Paddles
Canoe Paddles will be included in determining the free baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece. Canoes and kayaks are not accepted as excess baggage.
- 12) Firearms/Shooting Equipment
Included in determining free baggage allowance. When in excess, each item will be subject to the excess baggage charge for a single piece. One item of shooting equipment is defined as one rifle case containing not more than two rifles, with or without scope, or two shotguns or not more than five pistols, noise suppressors and small rifle or pistol tools.
Conditions of Acceptance:
a) Firearms must be unloaded and packed in a manufacture's crushproof type container or a hard-sided container designed specifically for the firearm.
b) Baggage containing hand guns must be locked with a key or lock combination in possession of the passenger and the bag must be of the hard-side type.
c) Baggage containing firearms will be transported in an area, other than the cockpit, inaccessible to passengers.
d) Baggage containing firearms will not be accepted for transportation unless a declaration, signed and dated on the day the baggage is accepted for transportation, is placed in the baggage declaring that firearms are not loaded.
EXCEPTION: When firearms are in hard-sided cases or baggage not specifically designed for carrying firearms, the declaration must be placed inside the suitcase or other baggage.
- 13) Fishing Equipment
Fishing equipment is included in determining free baggage allowance and when in excess, each item is subject to the excess baggage charge for a single piece. One item of fishing equipment is defined as two rods, one reel, one landing net, one pair of fishing boots (all properly enclosed) and one fishing tackle box.
- 14) Football Equipment
Football equipment will be included in determining the free baggage allowance, and when in excess, each item will be subject to the excess baggage charge for a single piece. One item of football equipment is defined as one set of headgear, one set of shoulder pads, one set of knee pads, one jersey, and one pair of shoes.

(Continued on next page)

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ALOHA AIRLINES
SECTION V - BAGGAGE

RULE 195AQ SPECIAL ITEMS (Continued)**H) SPORTING EQUIPMENT (Continued)****15) Golfing Equipment**

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

16) Hockey Equipment

Hockey equipment will be included in determining the free baggage allowance and when in excess, each item will be subject to the excess baggage charge for a single piece. One item of hockey equipment is defined as one set of hockey sticks, one pair of skates, one set of headgear, one set of shoulder pads, one set of knee pads, and one jersey.

17) Paintball Guns

Included in determining free baggage allowance. When in excess, each item is subject to the excess baggage charge for a single piece. Items of paintball gun equipment will be accepted as checked baggage subject to the conditions and charges specified below. For the purposes of this provision, paintball equipment shall be defined as one paintball gun with one barrel and one hopper, and one mask. Conditions of acceptance:

- a) Passenger must declare that they are transporting a paintball gun.
- b) CO2 tank must be removed and must be empty.
- c) Barrel and hopper must be removed.
- d) Gun must be placed inside a case.

18) Scuba-Diving Equipment

Not included in determining free baggage allowance. An item of scuba-diving equipment is defined as one scuba tank (empty), one scuba regulator, one tank harness, one tank pressure gauge, one mask, two fins, one snorkel, one spear gun, one knife and one safety vest. Subject to the following charges:

1. On points within the State of Hawaii: USD 25.00
2. Between Hawaii and the Continental U.S.: USD 30.00
3. Within the Continental U.S.: USD 30.00

19) Skateboard

Skateboard will be included in determining the free baggage allowance, and when in excess, each item will be subject to the excess baggage charge for a single piece.

20) Ski Equipment

Included in determining free baggage allowance. When in excess each item will be subject to the excess baggage charge for a single piece. One item of skiing equipment is defined as one pair of skis or one snowboard not to exceed 115 inches, one pair of ski poles, one pair of ski bindings and one pair of boots.

21) Tennis Equipment

Tennis equipment will be included in determining the free baggage allowance, and when in excess, each item will be subject to the excess baggage charge for a single piece. One item of tennis equipment is defined as up to two tennis rackets that must be contained in one tennis racket case suitable for carriage and one canister of tennis balls. Limit of two rackets per case.

DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION V - BAGGAGE

RULE 195A9 SPECIAL ITEMS (Continued)**H) SPORTING EQUIPMENT (Continued)**

- C** **(C16) Archery Equipment**
Archery equipment will be included in determining the free baggage allowance, and when in excess, each item will be subject to the excess baggage charge for a single piece. One item of archery equipment is defined as one bow, one quiver with arrows, and maintenance kit enclosed in a hard case or container to protect it from accidental damage.
- 7) Baseball Equipment**
Baseball equipment will be included in determining the free baggage allowance, and when in excess, each item will be subject to the excess baggage charge for a single piece. One item of baseball equipment is defined as one set of baseball bats and one set of baseball mitts.
- 8) Bicycles**
Bicycles will be accepted subject to the conditions specified below. For the purpose of this provision, one item of bicycling equipment is defined as one bicycle.
a) AQ will accept non-motorized touring or racing bicycles with single or tandem seats.
- C** **(C1b) Bicycles** must have the handlebars fixed sideways and the pedals removed or be placed in cardboard containers with handlebars fixed sideways and the pedals and handlebars must be encased in plastic foam or similar materials.
- c)** Passenger must sign a waiver of liability upon airport check-in for Aloha Airlines to transport bicycle. Aloha Airlines will not be responsible for damage to or loss of inadequately/unsuitably packed, uncrated or unprotected bicycles.
- d)** Transportation of bicycles is subject to availability of space. Aloha Airlines will not be responsible for ground delivery of a bicycle that was not accommodated on the flight for which it was accepted as checked baggage.
- e)** Bicycles will not be included in determining the free baggage allowance and are subject to the following charges:
1. On points within the State of Hawaii: USD 25.00
2. Between Hawaii and the Continental U.S.: USD 50.00
3. Within the Continental U.S.: USD 50.00
- 9) Bowling Equipment**
Bowling equipment is defined as one bowling ball, one bowling bag and one pair of bowling shoes. One bowling equipment will be included in determining free baggage allowance. When in excess, each item is subject to the excess baggage charge for a single piece.
- 10) Camping Equipment**
Camping equipment will be included in determining the free baggage allowance, and when in excess, each item will be subject to the excess baggage charge for a single piece. One item of camping equipment is defined as one tent and one sleeping bag.
- 11) Canoe Paddles**
Canoe Paddles will be included in determining the free baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece. Canoes and kayaks are not accepted as excess baggage.
- 12) Firearms/Shooting Equipment**
Included in determining free baggage allowance. When in excess, each item will be subject to the excess baggage charge for a single piece. One item of shooting equipment is defined as one rifle case containing not more than two rifles, with or without scope, or two shotguns or not more than five pistols, noise suppressors and small rifle or pistol tools.
Conditions of Acceptance:
a) Firearms must be unloaded and packed in a manufacture's crushproof type container or a hard-sided container designed specifically for the firearm.
b) Baggage containing hand guns must be locked with a key or lock combination in possession of the passenger and the bag must be of the hard-side type.
c) Baggage containing firearms will be transported in an area, other than the cockpit, inaccessible to passengers.
d) Baggage containing firearms will not be accepted for transportation unless a declaration, signed and dated on the day the baggage is accepted for transportation, is placed in the baggage declaring that firearms are not loaded.
EXCEPTION: When firearms are in hard-sided cases or baggage not specifically designed for carrying firearms, the declaration must be placed inside the suitcase or other baggage.
- 13) Fishing Equipment**
Fishing equipment is included in determining free baggage allowance and when in excess, each item is subject to the excess baggage charge for a single piece. One item of fishing equipment is defined as two rods, one reel, one landing net, one pair of fishing boots (all properly enclosed) and one fishing tackle box.
- 14) Football Equipment**
Football equipment will be included in determining the free baggage allowance, and when in excess, each item will be subject to the excess baggage charge for a single piece. One item of football equipment is defined as one set of headgear, one set of shoulder pads, one set of knee pads, one jersey, and one pair of shoes.

(Continued on next page)

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22nd Revised Page AQ-17

DOMESTIC GENERAL RULES TARIFF NO. DGR-1

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ALOHA AIRLINES
SECTION V - BAGGAGE

RULE 200A9 ANIMALS

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

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

A) GENERAL CONDITIONS OF ACCEPTANCE

AQ will accept domestic cats, dogs, fish, poultry, game birds, and household birds for transportation within the State of Hawaii. The acceptance of animals is subject to the conditions below.

C) [NOTE: Animals will not be accepted for transportation between Hawaii and the other United States or within the Continental U.S.

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

B) CONTAINERS IN CARGO COMPARTMENT

- 1) Containers for transporting animals must be supplied by the passenger.
- 2) Containers must be leak proof, structurally sound, free from all broken wires or protrusions, and properly ventilated.
- 3) Containers must be large enough for pet to stand, sit and change positions comfortably.
- 4) Containers must never be locked as animals must be accessible in case of emergency.
- 5) Live fish must be enclosed in a flexible plastic inner container of sufficient strength to prevent puncture by the fish. The inner and outer containers must be sealed to prevent leakage and the outer container must be insulated to protect against harmful changes in water temperature. Aloha Airlines assumes no liability for live fish.

C) ADDITIONAL REQUIREMENTS FOR CARRIAGE IN PASSENGER COMPARTMENT

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

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

D) CHARGES

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

- 1) On points within the State of Hawaii:

Weight	Total Charge
up to 50 pounds	\$35.00
51-70 pounds	\$60.00

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

- 2) Animals/kennels weighing over 70 pounds will not be accepted on all flights. They will be accepted at the Aloha Airlines freight office for shipment as freight only, subject to meeting freight rules and regulations.

(Continued on next page)

DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION V - BAGGAGE

RULE 205A0 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 in paragraphs(A) and B) below. The suitability of baggage, as to weight, size, and character, to be carried in the passenger compartment of the aircraft will be determined by the carrier.

A) CHECKED BAGGAGE

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

- 1) Baggage must be checked at the city or airport office designated by the carrier and in advance of flight departure time as prescribed by the carrier.
- 2) The passenger's name and contact phone number must appear on the baggage. The carrier will supply baggage identification labels free of charge.
- 3) Baggage will not be checked:
 - a) To a point that is not on the passenger's routing.
 - b) Beyond the passenger's next point of stopover or, if there is no stopover, beyond the final destination designated on the ticket.
 - c) Beyond a point at which the passenger wants to reclaim the baggage or any portion thereof.
 - d) Beyond the point to which all applicable charges have been paid.
 - e) Beyond a point at which the passenger is to transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the passenger is scheduled to arrive.
- 4) Live animals will not be checked beyond a point of transfer to another carrier except on interchange flights.

B) CARRY-ON BAGGAGE

When baggage is carried on board the aircraft, it must be retained in the passenger's custody and safely stored under a seat or in an overhead compartment approved for the carriage of such baggage. Carry-on baggage is subject to the following additional conditions:

- 1) The maximum outside linear dimensions for under-seat storage must not exceed 20 inches by 14 inches by 8 inches.
- C) [C]2) The maximum weight must not exceed 20 pounds.
The articles listed below are not considered carry on items and will be accepted in addition to carry on item limits:
 - a) Medical aid equipment required by the passenger in flight, including any mobility aids or assistive devices brought on board by a qualified individual with a disability that meet the requirements of FAA regulations for carry on baggage.
 - b) An FAA approved infant/child safety seat. (Child restraint devices that are not used during the flight shall be placed in the baggage compartment).

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ALOHA AIRLINES
SECTION V - BAGGAGE

RULE 215AQ CABIN-SEAT BAGGAGE

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

- A) The item must be stored aft of a bulkhead or divider.
- B) Cabin-seat baggage must be carried aboard the aircraft by the passenger and secured in a seat by a seatbelt, straps and/or webbing to restrain the item so that it will not shift under all normally anticipated flight and ground conditions.
- C) Such baggage must be packaged in such a manner as to avoid possible injury to passengers.
- D) Such baggage must not exceed 125 pounds (62.5 kilograms) or be substantially larger than a passenger.
- E) Such baggage must not obstruct the use of, or access to, any required emergency or regular exit.
- F) Such baggage must not obscure any passenger's view of the "Seat Belt" sign, "No Smoking" sign or placard, or any required exit sign.
- G) AQ will charge 50% of the applicable full one-way first class or unrestricted coach fare or 100% of the lowest available fare, whichever is less.
- H) The passenger and the cabin-seat baggage must occupy the same passenger compartment.
- I) The cabin-seat baggage will not be included in determining the free baggage allowance or excess baggage charges.
- J) Pets/animals are not allowed to occupy a passenger seat, even when the pet/animal is in a leak proof cage or container.

RULE 220AQ FREE BAGGAGE ALLOWANCE

For travel solely between points in the U.S.A.

A) Checked Baggage Allowance

AQ will accept a maximum of two pieces of checked baggage without service charge provided:

- 1) Each piece has a maximum outside linear dimension (length by width by height) of 62 inches.
- 2) Each piece has a maximum weight of 50 pounds.

B) Carry-On Baggage

AQ will accept a maximum of one piece of carry-on baggage to accompany the passenger on board the aircraft without service charge provided:

- 1) The piece must fit under a seat and have a maximum outside dimension of 20 by 14 by 8 inches.
- 2) The piece must weigh no more than 20 pounds.
- 3) The baggage will not endanger the safety of the flight or interfere with the safety or comfort of any other passenger

C) Articles Carried Free in Addition to Stated Maximums

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

- 1) **Carry-On** (must be retained in the passenger's custody)
 - a) One personal item such as a purse (maximum of 25 linear inches), briefcase or laptop, camera, binoculars, umbrella, walking stick, outer garments, safety seat for ticketed infants and children, assistive devices for qualified individuals with a disability, reasonable amount of reading material.
 - b) Aloha Airlines will provide stowage in the cabin for one collapsible standard-size folding wheelchair on all transpacific flights aboard Boeing 737-700 aircraft. The wheelchair will be secured in the last row of passenger seats on the starboard side of the cabin. This type of stowage is offered on a first-come, first-served basis at the departure gate. Other foldable wheelchairs may be stowed in the cabin if they fit in an overhead bin. If a wheelchair cannot be stowed in the cabin, it will be transported in the cargo compartment at no additional charge.
- 2) **Checked Baggage**
 - a) A manually or battery operated collapsible wheelchair. Customers who are traveling in a power wheelchair equipped with a wet-cell battery should notify Aloha Airlines at least 48 hours in advance of the scheduled departure. In order to ensure proper packaging and help us depart on time, customers may be asked to give up their power wheelchair up to one hour before departure. An airport wheelchair will be provided at no cost.
 - b) Braces or prosthetic devices
 - c) A fully collapsible stroller
 - d) An infant carrying/safety seat

D) POOLED BAGGAGE

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

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DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION V - BAGGAGERULE 225AQ EXCESS BAGGAGE CHARGES

Baggage in excess of the maximum allowance specified in Rule 220 (Free Baggage Allowance) will be accepted for transportation only upon payment of excess baggage charges specified in this rule. Excess baggage charges will apply from the point at which baggage is accepted for transportation to the point to which baggage is checked or transported in the passengers compartment. Baggage connecting to other airlines will also be subject to the connecting airlines excess charges and/or oversize, overweight charges in addition to AQ's excess, oversize, and overweight charges.

A) APPLICABLE CHARGES

Where the provisions of Rule 220 indicate a maximum acceptable number of pieces of baggage that will be carried free, the piece(s) in excess of that maximum will be subject to the charges prescribed in paragraph B) below, and overweight/oversize pieces will be subject to the charges prescribed in paragraph C) below.

B) EXCESS PIECE CHARGES

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

- 1) For travel between the State of Hawaii and the Continental U.S. or within the Continental U.S.:
 - a) 1st to 3rd excess piece, USD 80.00 for each piece
 - b) 4th to 6th excess piece, USD 105.00 for each piece
 - c) 7th and any additional excess piece, USD 180.00 for each piece
- 2) For travel within the State of Hawaii:
 - a) 1st to 3rd excess piece, USD 25.00 for each piece
 - b) 4th and any additional excess piece, USD 35.00 for each piece.

C) OVERSIZE/OVERWEIGHT BAGGAGE CHARGES**1) Overweight Pieces**

- a) For each piece of checked baggage exceeding 50 pounds, a charge of USD 25.00 will be assessed. No piece of baggage exceeding 70 pounds will be accepted. These charges are in addition to any charge assessed pursuant to B) above and 2) below.

2) Oversize Pieces

- a) For AQ flights within the State of Hawaii, the charges for each piece of checked baggage that exceeds a maximum outside 62 inches will be USD 50.00. These charges are in addition to any charge assessed pursuant to B) and C) 1) above.
- b) For AQ flights between the State of Hawaii and the Continental U.S. or within the Continental U.S., a USD 80.00 charge will be made for each piece of checked baggage that exceeds a maximum outside linear dimension of 62 inches. These charges are in addition to any charge assessed pursuant to B) and C) 1) above.
- c) No piece of baggage exceeding 80 inches outside linear dimensions will be accepted as check-in baggage.

(Continued on next page)

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DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION V - BAGGAGERULE 230AQ BAGGAGE LIABILITY

- A) The carrier will be liable for the loss of, damage to, or delay in the delivery of a fare-paying passenger's baggage or other property. Such liability, if any, for the loss, damage, or delay in the delivery of a fare-paying passenger's baggage or other property (whether checked or otherwise delivered into the custody of the carrier), is limited to an amount equal to the value of the property, plus consequential damages, if any, and may not exceed the maximum limitation of USD \$113000.00 for all liability per each fare-paying passenger. These limitations also apply to baggage or personal property accepted by the carrier for temporary storage at a city or airport ticket office or elsewhere before or after the passenger's trip.
- C
- EXCEPTION:** The above maximum liability will be waived for an individual claimant where it can be shown that, with respect to that claimant, the carrier failed to provide notice of limited liability for baggage.
- NOTE:** With respect to domestic transportation, the baggage liability limits do not apply to liability for loss, damage, or delay concerning wheelchairs or other assistive devices. The criterion for calculating the compensation for a lost, damaged, or destroyed wheelchair or other assistive device shall be the original purchase price of the device.
- B) EXCLUSIONS FROM LIABILITY
- 1) When the carrier has exercised the ordinary standard of care, it will not be liable for spoilage resulting from delay in delivery of any perishables described in Rule 195 nor for damage to, or damage caused by, fragile articles described in Rule 195 that are unsuitably packed, and that are included in the passenger's checked baggage without the carrier's knowledge. The carrier will not be liable for the damage or delay in delivery of a passenger's checked baggage and property accepted according to the execution of a release as set forth in Rule 195, to the extent that such release relieves the carrier of liability.
 - 2) The carrier assumes no liability for irreplaceable articles and/or valuable items including but not limited to money, jewelry, scuba and snorkeling equipment, DVD's and DVD players, medication (prescription or nonprescription), cameras, electronic equipment, computer hardware/software, photographic, video and optical equipment, silverware, negotiable papers, securities, business documents, samples and goods for resale, works of art, paintings, antiques, artifacts, manuscripts, personal papers, publications, liquids, or damages caused by such articles included in the passenger's baggage, with or without the knowledge of the carrier. These items should be hand carried by the passenger or, if too large, shipped as commercial freight.

(Continued on next page)

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ALOHA AIRLINES
SECTION V - BAGGAGE

RULE 230AQ BAGGAGE LIABILITY (Continued)

B) EXCLUSIONS FROM LIABILITY (Continued)

- 3) The carrier will not be liable for delivery by surface transportation of checked baggage at the passenger's point of destination where the baggage is not presented by the passenger at least 30 minutes before scheduled departure time of the flight on which the passenger is transported, or where the passenger is transported on a flight for which he/she did not hold a confirmed reservations and his/her luggage did not accompany him/her on such a flight.
- 4) AQ shall not be liable for the loss, damage to, or delay in delivery of any property checked by a passenger traveling on a nonrevenue or reduced rate ticket, except for assistive devices.

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DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION V - BAGGAGE

RULE 240AQ FLIGHT DELAYS/CANCELLATIONS (CONFIRMED PASSENGERS)**A) GENERAL**

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

C [C]B) DEFINITIONS

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

- C [C11] **Comparable Air Transportation** means transportation provided by air carriers or foreign air carriers holding certificates of public convenience and necessity, or foreign permits.
- C [C12] **Connecting Point** means a point to which a passenger holds or held confirmed space on a flight of one carrier and out of which the passenger holds or held confirmed space on a flight of the same or another carrier. All airports through which a city is served by any carrier will be deemed to be a single connecting point when the receiving carrier has confirmed reservations to the delivering carrier.
- C [C13] **Delivering Carrier** means a carrier on whose flight a passenger holds or held confirmed space to a connecting point.
- 4) **Misconnection** occurs at a connecting point when a passenger holding confirmed space on an original receiving carrier is unable to use such confirmed space because the delivering carrier was unable to deliver him/her to the connecting point in time to connect with the receiving carrier's flight.
- NOTE:** The same rules regarding delivering and receiving carrier responsibility apply at the subsequent point(s) of misconnection as would apply at the point of original misconnection.
- C [C15] **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 shown on the passenger's ticket, on whose flight a passenger is transported from the connecting point.
- C [C16] **Original Receiving Carrier(s)** means a carrier or combination of connecting carriers on whose flight(s) a passenger originally held or holds confirmed space from a connecting point to a destination, next stopover or connecting point.
- C [C17] **Outbound Flight** means the flight on which a passenger originally held confirmed space beyond the point where the schedule irregularity or failure to carry occurs.
- C [C18] **Schedule Irregularity** means any of the following irregularities:
- a) Delay in scheduled departure or arrival of a carrier's flight resulting in a misconnection, or
 - b) Flight cancellation, omission of a scheduled stop, or any other delay or interruption in the scheduled operation of a carrier's flight, or
 - c) Substitution of equipment of a different class of service, or
 - d) Schedule changes which require rerouting of the passenger at departure time of the original flight.
- C [C19] **Schedule Change** means:
- a) The cancellation of a scheduled flight where no AQ flight of comparable routing is available within 90 minutes of the original time of departure;
 - b) A change in the scheduled departure time of an AQ flight which exceeds 90 minutes;
 - c) A change in the routing of a scheduled AQ flight which adds one or more stops to the original itinerary; or,
 - d) A change in the routing of a scheduled flight that results in a scheduled arrival time more than 90 minutes later than the original scheduled arrival time.

C) SCHEDULE IRREGULARITY

- 1) When a passenger will be delayed because of a schedule irregularity or a carrier cancels the passenger's reservation according to Rule 135:
- a) Any carrier causing such delay or in the case of a misconnection, the original receiving carrier(s) will transport the passenger without stopover on its (their) next flight on which space is available in the same class of service as the passenger's original outbound flight at no additional cost to the passenger; if space is available on a flight(s) of a different class of service acceptable to the passenger, such flight(s) will be used without stopover at no additional cost to the passenger, only if it (they) will provide an earlier arrival at the passenger's destination, next stopover point, or transfer point.
 - b) If the carrier causing such delay, or in the case of misconnection the original receiving carrier(s) is unable to provide onward transportation acceptable to the passenger, any other carrier or combination of connecting carriers, at the request of the passenger will transport the passenger without stopover on its (their) next flight(s) in the same class of service as the passenger's original outbound flight; or if space is available on a flight(s) of a different class of service acceptable to the passenger, such flight(s) will be used without stopover at no additional cost to the passenger, only if it (they) will provide an earlier arrival at the passenger's destination, next stopover point or transfer point.
- EXCEPTION:** The carrier will have no obligation to accept another carrier's ticket which does not reflect a confirmed reservation on the carrier, unless the issuing carrier reissues the ticket for any changes in routing. In the event such carrier is not available to do so, the carrier reserves the right to reroute passengers only over its own lines between the points named on the original ticket.
- c) The carrier causing the schedule irregularity will provide a refund in accordance with Rule 260 (Involuntary Refunds).

(Continued on next page)

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DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION VI - REFUNDS AND REROUTINGS

RULE 240AQ FLIGHT DELAYS/CANCELLATIONS (CONFIRMED PASSENGERS) (Continued)

- D) Change in Schedule**
When a passenger will be delayed because of a change in its schedule, the carrier will arrange to:
- C [C11] Transport the passenger over its own lines to the destination, next stopover point or transfer point shown on its portion of the ticket, without stopover at no additional cost to the passenger, provided that a passenger who paid a coach fare will be transported on one of its first class flights only if such flight will provide an earlier arrival than its next coach flight on which space is available; or
- 2) Provide a refund in accordance with Rule 260 (Involuntary Refunds).
EXCEPTION: When an AQ schedule change results in the cancellation of all AQ service between two cities and AQ is unable to reroute the passenger over its own lines, AQ will reroute passengers holding tickets with confirmed reservations between such cities over the lines of one or more carriers, at no additional cost to the passenger.
- E) AMENITIES/SERVICES FOR DELAYED PASSENGERS**
The carrier will assume the following expenses for all passengers incurred as a result of cancellation, delay or interruption of any flight on which a passenger holds a confirmed reservation. Passengers will be informed of the available amenities when a delay is expected to exceed 4 hours.
- C [C11] **Hotel Rooms** - AQ will furnish a hotel room for one night if the delay is expected to exceed 4 hr. during the period between 10:00 P.M. and 6:00 A.M., unless the passenger is domiciled in the area where the cancellation, delay, or interruption occurs.
- 2) **Meals** - Passengers will be furnished with one meal if the delay will extend beyond the meal hours. Alcoholic beverages will not be furnished to any passengers.
- C [C13] **Local ground transportation** will be provided to the original destination airport.
- 4) In lieu of 1), 2), and 3), and subject to passenger's approval, the carrier will compensate the passenger with credit valid for the purchase of transportation. The credit will be valid for travel only on AQ within 365 days from the date of issue and will apply only to online transportation via AQ, may not be endorsed to or accepted by any other carrier, and is not refundable to, saleable by, transferable by, or assignable by the passenger.
EXCEPTION 1: The provisions in 1), 2), 3) and 4), do not apply to passengers holding confirmed reservations on a flight which is delayed or cancelled because of U.S. Weather Bureau observations or forecasts indicating that environmental conditions will be such that at the time of arrival or departure of the flight either the airport may be closed, or that weather conditions will be less than the minimum allowed for landing or takeoff as required by the Federal Aviation Administration. If an attempt is made to conduct the flight, all passengers will be informed that an attempt will be made. If the flight operates to the passenger's destination or returns to the passenger's point of origin, no amenities will be provided.
NOTE: In the following cases the above exception will not apply and amenities will be provided to:
- C [C1a) A passenger who is deplaned at a point other than his/her destination or point of origin.
- C [C1b) A passenger whose onward transportation on the carrier is delayed or cancelled at a connecting point intermediate to his/her destination.
- C [C1c) A passenger who, in the carrier's best judgment, requires such amenities and services because of special circumstances, such as unaccompanied children, elderly persons, disabled and/or ill passengers in order to maintain the safety, health, and welfare of such passengers.
- C [C] **EXCEPTION 2:** When an AQ flight is delayed or cancelled because U.S. Weather Bureau observations or forecasts indicating that environmental conditions at the airport of destination will be such that, at the time of arrival of the flight, either the airport may be closed, or that weather conditions will be less than minimum allowed for landing as required by the Federal Aviation Administration, passengers originating travel on such a flight will be given that information before departure of the flight. After all passengers have been informed that 1) indications are the flight will be unable to land at their destination or stopover point and 2) that if the flight does not land, AQ will not provide amenities of any kind, those passengers who nevertheless elect to travel may be boarded. Passengers who hold confirmed reservations and who have come to the airport to board that flight to that point but elect not to travel after being so informed, will be rebooked to the next available AQ flight in the same class of service without any penalties, but no other amenities will be provided. Passengers making direct connections from another AQ flight or any other carrier will be provided full amenities, whether they elect to remain at the connecting point or whether they elect to travel and are landed at a point other than their final destination or stopover point.

(Continued on next page)

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DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION VI - REFUNDS AND REROUTINGS

RULE 240AQ FLIGHT DELAYS/CANCELLATIONS (CONFIRMED PASSENGERS) (Continued)**E) AMENITIES/SERVICES FOR DELAYED PASSENGERS (Continued)**

4) (Continued)

- C) [C] **EXCEPTION 3:** The services and amenities described above will not be provided for each flight interruption, cancellation or delay caused by acts of God, riots, civil commotions, government embargoes or regulations, wars, hostilities, disturbances, adverse weather conditions, labor disputes, air traffic congestion, airport closure, interline missed connection due to delay of other carriers, strikes, public enemies or quarantine which prevents the aircraft from departing or landing as scheduled.
- F) **LIABILITY OF CARRIER.**
Except to the extent provided in this rule, no carrier will be liable for failing to operate any flight according to schedule or for changing the schedule of any flight, with or without notice to the passenger.
- G) Notwithstanding the provisions of this rule, the carrier will not accept for any purposes under this rule, passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations or which voluntarily or involuntarily has become the subject of bankruptcy proceedings (the "defaulting carrier").
EXCEPTION: Notwithstanding the provisions of this paragraph, tickets issued by the defaulting carrier will be accepted solely for transportation over the lines of another carrier provided such tickets were issued by such defaulting carrier in its capacity as agent for the other carrier and specified transportation via that carrier. When tickets are accepted, no adjustments in fare will be made which would require the other carrier to refund money to the passenger.
- H) Notwithstanding any other provisions of this rule, AQ reserves the right to refuse to honor flight coupons of another carrier for free transportation or flight coupons of another carrier restricted to online only transportation on such other carriers.
- I) In the event of a strike or work stoppage which causes any cancellation or suspension of operations of any other carrier, the provisions of this rule will not apply with respect to passengers holding tickets for transportation on that carrier.

(Continued on next page)

ISSUED: January 9, 2007

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ALOHA AIRLINES
SECTION VI - REFUNDS AND REROUTINGS

RULE 245AQ DENIED BOARDING COMPENSATION

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

A) DEFINITIONS

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

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

B) REQUEST FOR VOLUNTEERS

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

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

C) BOARDING PRIORITIES

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

NOTE: [CANCELLED]

(Continued on next page)

ALOHA AIRLINES
SECTION VI - REFUNDS AND REROUTINGS

RULE 245A9 DENIED BOARDING COMPENSATION (Continued)**C) BOARDING PRIORITIES (Continued)**

Passengers will be boarded in the order of presenting themselves for boarding at the boarding gate at least 10 minutes before the scheduled departure time of the flight on which the reservation was made.

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

- 1) Emergency travel,
- 2) Passengers with a disability,
- 3) Aged or infirmed passengers, or
- 4) Unaccompanied children under 12 years old.

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

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

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

D) TRANSPORTATION FOR PASSENGERS DENIED BOARDING

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

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

E) COMPENSATION FOR INVOLUNTARY DENIED BOARDING

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

1) Conditions for Payment

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

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

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

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

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

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

(Continued on next page)

DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION VI - REFUNDS AND REROUTINGS

RULE 245A9 DENIED BOARDING COMPENSATION (Continued)**E) COMPENSATION FOR INVOLUNTARY DENIED BOARDING (Continued)**

- C [C12] Amount of Compensation The carrier will pay damages as follows:
- C [C1a] Damages in the amount of 200% of the sum of the values of the passenger's remaining flight coupons of the ticket to the next stopover, or if none, to the destination, will be paid up to a maximum of USD 400.00.
- C [C1b] If, however, the carrier arranges for comparable air transportation that is accepted and used by the passenger, the compensation will be 50% of the amount described above, up to a maximum of USD 200.00, provided such alternate transportation is scheduled to arrive at the passenger's next stopover, or if none, at the airport of the passenger's destination not later than 2 hours (4 hours in the case of foreign air transportation) after the planned arrival at the airport of the passenger's next point of stopover, or, if there is no next point of stopover, at the airport of the passenger's destination, of the flight on which the passenger holds a confirmed reservation.
- C [C] NOTE: The minimum compensation will be USD 37.50.
- C [C] EXCEPTION: If arrangements can be made for comparable air transportation that is planned to arrive at the passenger's next stopover or destination at least one hour but not later than 2 hours after the flight on which the passenger holds confirmed space, but such accommodations would be in a section of the aircraft other than that specified on the passenger's ticket and the passenger refuses to accept such accommodations (at no additional charge or subject to an appropriate refund), the carrier will pay the passenger only such amount of denied boarding compensation as the passenger would have received had he/she accepted such comparable air transportation.
- NOTE 1: If the offer of compensation is made by the carrier and accepted by the passenger, such payment will constitute full compensation for all actual or anticipatory damages incurred or to be incurred by the passenger as a result of the carrier's failure to provide the passenger with confirmed reserved space.
- NOTE 2: Passengers who are offered such compensation will not be provided with the amenities and services offered under the provisions of Rule 240 E).
- NOTE 3: At the passenger's option, the carrier may compensate the passenger with credit valid for transportation instead of monetary compensation. The amount of the transportation credit offered will be equal to or greater than the monetary compensation due the passenger and will be valid only for travel on the issuing carrier. The transportation credit will be valid for one year from the date of issue and will be nonrefundable and nontransferable.
- 3) Time of Offer of Compensation
The offer of compensation will be made by the carrier on the day and at the place where the failure to provide confirmed reserved space occurs, and, if accepted, will be receipted for by the passenger. Provided, however, that when the carrier arranges, for the passenger's convenience, alternate means of transportation that departs before the time the offer can be made to the passenger, the offer will be made by mail or other means within 24 hours after the time the failure occurs.
- C F) [CANCELLED]

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EFFECTIVE: January 10, 2007

ALOHA AIRLINES
SECTION VI - REFUNDS AND REROUTINGS

RULE 255AQ REROUTING

A) The carrier will reroute a passenger at the passenger's request and upon presentation of the ticket or portion thereof held by the passenger.

B) Fare Applicable to Rerouting or Change in Destination.

C [C11] The passenger may change the flight/date, routing and/or the ultimate destination designated on his/her ticket in accordance with paragraph 2) below, provided that, after transportation has commenced, a one-way ticket will not be converted into a round/circle/open-jaw trip ticket.

C [C12] Except as otherwise provided in Rule 240 (Flight Delays/Cancellations), the fare and charges applicable when change in flight/date, rerouting, or change in ultimate destination is made at the passenger's request at an office of the carrier before arrival at the ultimate destination named on the original ticket, will be the fare and charges in effect on the date the change in flight/date, rerouting or change in ultimate destination is entered on the passenger's ticket. Any difference between the fare and charges so applicable and the fare and charges applicable to the original ticket issued to the passenger will be collected from or refunded to the passenger, as the case may be.

C EXCEPTION 1: [CANCELLED]
C EXCEPTION 2: [CANCELLED].

(Continued on next page)

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DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION VI - REFUNDS AND REROUTINGS

RULE 255AQ REROUTING (Continued)

- C [C1C] Notwithstanding the provisions of this rule, the carrier will not accept for any purposes under this rule, passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations or which voluntarily or involuntarily has become the subject of bankruptcy proceedings ("the defaulting carrier").
EXCEPTION: Notwithstanding the provisions of this paragraph, tickets issued by the defaulting carrier will be reissued/rerouted only between the points named on the original ticket which were served by another carrier, solely for transportation via the other carrier, provided such tickets were issued by such defaulting carrier in its capacity as agent for the carrier and specified transportation via the carrier. When tickets are accepted, no adjustments in fare will be made which would require the other carrier to refund money to the passenger.

RULE 260AQ INVOLUNTARY REFUNDS

- A) The amount the carrier will refund upon surrender of the unused portion of the passenger's ticket according to Rules 35 (Refusal to Transport), 50 (Acceptance of Children) and 240 (Flight Delays/Cancellations), will be:
- 1) If no portion of the ticket has been used, an amount equal to the fare and charges paid by the passenger.
- C [C12] If a portion of the ticket has been used the refund will be an amount equal to the lowest applicable direct one-way fare (or, on round/ circle/ open-jaw trip tickets to which a discount applies, 50% of the round-trip fare) for the classes of service paid for less the same rate of discount that was applied in computing the original fare and charges applicable from the point of termination to the destination named on the ticket, or to the point at which air transportation is to be resumed via:
- a) The routing specified on the ticket, if the point of termination was on the routing of the ticket, or
 - b) The routing of any carrier(s) operating direct service between such points, if the point of termination was not on the routing specified on the ticket.
- 3) The carrier assumes no obligation to refund any portion(s) of a ticket which does not reflect a confirmed reservation on the carrier's flight involved in a scheduled irregularity unless such ticket was issued by the carrier.
- B) The refund will be made in accordance with A) above, or C) below provided application therefore has been made not later than 6 months after the expiration date of the ticket.
- C [C1C] Notwithstanding the provisions of this rule, the carrier will not accept for any purposes under this rule, passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations, or which voluntarily or involuntarily has become the subject of bankruptcy proceedings.

(Continued on next page)

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DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION VI - REFUNDS AND REROUTINGS

RULE 270AQ VOLUNTARY REFUNDS**A) GENERAL**

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

1) Aloha Airlines will not refund any portion of a fare that is nonrefundable, and will not refund any taxes, fees or charges collected on nonrefundable tickets.
2) If no portion of the ticket has been used, the refund will be an amount equal to the fare and charges applicable to the ticket issued to the passenger.

- C** **IC13)** If a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare and charges applicable to the ticket issued to the passenger and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket.
- 4) A refund will be made in accordance with 1) or 2) above provided that application is made and the unused coupons are surrendered to the carrier within 1 year after the original issue date of the ticket.
- 5) AQ assumes no obligation to issue a voluntary refund in accordance with 1) or 2) above unless such ticket was issued on AQ ticket stock. The term "AQ ticket stock" means tickets printed or imprinted with the AQ carrier code (327) as part of the ticket serial number.
- 6) When Paybles: Eligible Aloha Airline tickets stock (327) will be refunded as follows:
Credit Card purchases: 7 days from receipt
Cash purchases: 20 days from receipt

B) PERSON TO WHOM REFUND IS MADE

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

- C** **IC) EXCEPTION 1:** Tickets refundable to purchaser only. Refund of tickets as described below will be made only to:

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

In exchange for a prepaid ticket advice and/or miscellaneous charge order; to the purchaser of the prepaid ticket advice and/or miscellaneous charge order.

Under a Universal Air Travel Plan; to the subscriber against whose account the ticket was charged.

Against a transportation request issued by a Government Agency other than a U.S. Government Agency; to the Government Agency which issued the transportation request.

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

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

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

(Continued on next page)

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DOMESTIC GENERAL RULES TARIFF NO. DGR-1

ALOHA AIRLINES
SECTION VI - REFUNDS AND REROUTINGS

RULE 270A9 VOLUNTARY REFUNDS (Continued)**C) LOST TICKETS**

- 1) **Amount of Refund** When a passenger loses his/her ticket, or the unused portion thereof, the carrier which issued the ticket will make a refund to the passenger in the following amounts, as applicable:
- a) If no portion of the ticket has been used, the refund will be an amount equal to the fare and charges paid.
 - b) If a portion of the ticket has been used, and
 - i) The passenger has purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket, the refund will be an amount equal to the fare and charges paid for such new ticket.
 - ii) The passenger has not purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket, the refund will be an amount equal to the difference between the fare and charges paid, and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket.
- 2) **Application for Refund**
- a) **Time Limit** The refund will be made in accordance with above provided application therefore has been made not later than one month after the expiration date of the lost ticket.
 - b) **Where Filed** Application must be filed in the general offices of the carrier.
 - c) **Form of Application** Application must be made on forms prescribed by the carrier for such refunds.
 - d) **When Payable**
The refund will be made upon receiving application for such refund, subject to D) and E) below.
EXCEPTION: Processing of Lost Ticket Application will take 120 days due to research time required.
 - e) **Previous Use or Refund** Refund will be made only provided that the lost ticket or lost portion thereof has not previously been honored for transportation or refunded to any person.
 - f) **Indemnity** The carrier will make such refund only provided that the person to whom refund is made agrees, in such form as may be prescribed by the carrier, to indemnify the carrier for any loss or damage which it may sustain by reason of such refund.
- 3) **Service Charge**
The carrier will impose a service charge for handling such request for refund of a lost ticket/exchange order of:
- a) USD 25.00 per ticket for travel within Hawaii
 - [C] b) USD 100.00 per ticket for travel between Hawaii and the Continental U.S.
- NOTE 1:** This charge will also apply to the replacement of a lost ticket.
NOTE 2: This charge will also apply to the replacement of an exchange order
EXCEPTION: No service charge will be imposed for military passengers when transportation is paid for with a U.S. Government Transportation Request (Form No. 1169).
- D) Notwithstanding the provisions of this rule, the carrier will not accept for any purposes under this rule, passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations, or which voluntarily or involuntarily has become the subject of bankruptcy proceedings.

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ALOHA AIRLINES
SECTION VII - SPECIAL CHARGES

RULE 390AQ PREPAID TICKET ADVISE CHARGES

A) APPLICATION

1) A PTA may be used for payment of air transportation charges, baggage charges, and other incidental expenses related to air transportation.

[C]NOTE: PTAs are only permitted for flights operated by Aloha Airlines.

2) A PTA authorizing the issuance of a ticket at any ticketing location within the same metropolitan area will not be accepted.

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

B) Service Charges

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

EXCEPTIONS:

1) USD 10.00 if issued for travel between points within the State of Hawaii.

2) The Prepaid Ticket Advice service charge will not apply when prepayment is made by Government Transportation Request (Form No. 1169) issued by the Department of Defense or for prepayment made by the Federal Government for official business.

RULE 395AQ SURCHARGES

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

Tax Exclusive Surcharge (USD)	Applicable Between
[R]\$18.61	Any two points between Continental U.S. and Hawaii
\$12.09	Any two points within the State of Hawaii

Exceptions: The following passengers are exempt from these surcharges:

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

RULE 500AQ DESIGNATED FLIGHT OPERATOR SERVICE

(C1A) An independent airline operator will provide service under an agreement with Aloha Airlines. The independent operators are identified below.

B) Transportation provided by the Aloha Airlines designated flight operators indicated below are subject to, and controlled by, the rules and tariffs of the operating carrier and any other pertinent agreements between any of them and Aloha Airlines (including the code-share agreement in effect between Aloha Airlines and such operating carrier).

NOTE: Travel on these carriers, even when the flight number is designated as "AQ", is subject to the terms and conditions of the contract of carriage of the carrier operating the flight and may differ from Aloha Airlines' contract of carriage. Terms and conditions that may differ include, but are not limited to:

- 1) Baggage acceptance, including, but not limited to, size, weight, and contents
- 2) Carriage of animals as checked baggage or in the cabin of the aircraft
- 3) Compensation for denied boarding due to oversale of seats
- 4) Limitation of liability for lost or damaged baggage.

C) AQ Flight numbers 5000-5999: Operated by/check in with Island Air (WP).

ISSUED: January 18, 2007

EFFECTIVE: January 19, 2007

Pages 82 through 97 redacted for the following reasons:

(b)(4)

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



BOOK YOUR TRIP

one-way roundtrip multicity

- From - 

8  Jun  Any 

- To - 

12  Jun  Any 

1 Passenger 

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Travel Policies

- Travel Tips
- Travel Advisory
- Special Needs
- During Your Flight
- Day Of Departure
- Customer First
- Children/Minors
- Baggage
- Pets & Service Animals

Inflight

Terms And Conditions

Contract Of Carriage

Where We Fly

Schedule



Customer First

Customer Always First: Aloha's Customer Service Commitment

Aloha Airlines is dedicated to providing a satisfying travel experience at a reasonable price. We strive to do everything possible to ensure that your flight is enjoyable in every way.

This guide lets you know exactly what you can expect when in the hands of our employees - the heart and soul of our airline.

Our employees are committed to do the following:

Inform customers of the lowest fare available.

- We will quote to customer calling our reservations office, visiting our airline ticket offices or ticket counter, the lowest available fare for which you are eligible given the date, flight, and class of service requested that fits your schedule.
- We will indicate the price of your ticket and include the fare quote and any penalties, change fees and/or refund policies associated with your ticket as part of your reservation record for future reference.

Notify customers of known flight delays, cancellations and diversions.

- We will notify you at the airport and on board affected aircraft of information regarding known flight delays, cancellation, and diversion in a timely manner.
- We will notify you of our policies and procedures for accommodating customers in circumstances where they may be delayed overnight.

Provide reliable baggage delivery.

- We will attempt to contact any customer whose unclaimed checked baggage contains a name and address or telephone number.

- We will make every effort to return misrouted bags within 24 hours.
- We will offer appropriate compensation for baggage irregularities, as per our tariff.
- We will meet government and industry standards for liability on baggage claims.

Support an increase in the baggage liability limit.

- We have increased our baggage liability limit to \$ 2,800, in accordance with our support of the increase to the federally set baggage liability limit as of October 22, 2004.
- Allow telephone reservations to be held or cancelled.
- We will hold telephone reservations without payment for 24 hours, or in the case of special fare offers where instant ticketing is required, cancel a reservation without a penalty for up to 24 hours. This policy does not apply to tickets purchased on Aloha Airlines web site.

Provide prompt ticket refunds.

- We will provide prompt ticket refunds for wholly unused eligible published refundable fares purchased from Aloha Airlines only.
- We will finalize any eligible refunds within 7 days for credit card purchases and 20 days for cash purchases upon receipt of required information.
- Properly accommodate customers with disabilities and special needs.
- We will provide safe, secure travel for unaccompanied children.
- We will promptly address any and all special needs requests and questions

Comfort customers during long on-aircraft delays.

- We will make every reasonable effort to provide essential comfort items and medical services for on board passengers who are on the ground for an extended period without access to the terminal gate.

Assist customers unable to be seated with fairness and consistency.

- Provided the customer meets check-in requirements, as per our tariff, and is unable to be seated, we will make every effort to remedy the customer's inconvenience with fairness and consistency.
- If asked, we will inform you if the flight you are ticketed on is overbooked.

Disclose travel itinerary, cancellation policies, frequent flyer rules and aircraft configurations.

- We will recap your flight itinerary and travel requirements at time of booking.
- We will provide information to members of the AlohaPass Program at www.AlohaAirlines.com.
- Upon request, we will provide you with helpful information about our aircraft, including seat specifications.

Ensure good customer service from code share partners.

- We will do everything possible to ensure our airline partners uphold Aloha Airlines' standards of service and provide smooth transitions between flights.

Be more responsive to customer complaints.

- We will work diligently to resolve any complications, including the acknowledgement of all complaints within 5 working days and a specific response within 60 days.

Send correspondence directly to: Aloha Airlines, Customer Relations P.O. Box 30028 Honolulu, Hawaii 96820 Or contact Customer Relations via facsimile at 808-539-5999 or call 808-539-5994 (toll-free from Neighbor Islands, U.S. and Canada 1-888-771-2855).

Above all else, when you fly Aloha Airlines, you can always expect:

- Service with respect
- Prompt attention
- A warm greeting
- Comprehensive service
- A sincere thank you

In keeping with our name and our tradition, each of us at Aloha Airlines is committed to provide exceptional service by exemplifying the Aloha Spirit in all that we do.

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* Fares shown on this page and elsewhere on this site may not include the additional costs of \$3.40 ZP tax per segment (applied to each ticket purchase), a \$2.50 per enplanement September 11th - Security Fee and PFC surcharge of up to \$4.50 where applicable. All applicable taxes and fees are computed based on itinerary and shown prior to purchase.

Pages 102 through 104 redacted for the following reasons:

(b)(4)

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