

# AIRTRAN AIRWAYS

## CONTRACT OF CARRIAGE

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## **LIMITS OF LIABILITY FOR PERSONAL INJURY OR DEATH**

**IF THE PASSENGER'S JOURNEY INVOLVES AN ULTIMATE DESTINATION OR STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE, THE WARSAW CONVENTION MAY BE APPLICABLE AND IN MOST CASES LIMITS THE LIABILITY OF CARRIERS FOR DEATH OR PERSONAL INJURY AND LOSS OF OR DAMAGE TO BAGGAGE. SEE ALSO NOTICES HEADED "ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATION OF LIABILITY" AND "INTERNATIONAL - NOTICE OF BAGGAGE LIABILITY LIMITATIONS."**

- A. AirTran Airways, Inc.'s ("AirTran") liability for any accident, injury, or death is governed by applicable laws.
- B. **ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATION OF LIABILITY**

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that a treaty known as the Montreal Convention may apply to the entire journey, including any portion thereof entirely within a country. For such Passengers, the Montreal Convention, including special contracts of carriage embodied in applicable tariffs, governs the liability of the Carrier for death of or injury to Passengers. The names of Carriers that are party to such special contracts are available at all ticket offices of such Carriers and may be examined upon request.

## **LIMITS ON LIABILITY FOR BAGGAGE, INCLUDING FRAGILE OR PERISHABLE GOODS, AND AVAILABILITY OF EXCESS VALUATION**

- A. Domestic Baggage Claim Limits and Procedures

- 1) AirTran Airways' liability for loss, damage or delay in delivery of Baggage in its custody shall not exceed \$3,300 per fare-paying Passenger.
  - a) When wheelchairs or other assistive devices are disassembled by AirTran for stowage, AirTran shall reassemble them and ensure their prompt return to the disabled Passenger. Wheelchairs and other assistive devices shall be returned to the Passenger in the condition received by AirTran.
  - b) With respect to domestic transportation, rules regarding liability for loss, damage, or delay concerning wheelchairs or other assistive devices do not apply. 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 as dictated by 14 CFR Part 382.
  - c) AirTran shall not require qualified individuals with a disability to sign waivers of liability for damage to or loss of wheelchairs or other assistive devices.

### **NOTE: ALL CLAIMS ARE SUBJECT TO PROOF OF VALUE AND LOSS**

- 2) When AirTran has exercised the ordinary standard of care, it shall not be liable for delay in delivery of any perishables, nor for damage to or damage caused by fragile items, liquids or perishables which are unsuitably packed and which are included in a Passenger's Checked Baggage with or without AirTran's knowledge. AirTran may allow a Passenger to check fragile

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and/or perishable items that are unsuitably packed upon the execution of a limited liability release tag.

- 3) AirTran is not responsible for jewelry, cash, photographic or electronic equipment, silverware, negotiable papers, securities, business documents, samples, paintings, antiques, artifacts, manuscripts, furs, irreplaceable books, or publications and similar valuable items contained in checked or unchecked Baggage. If any of these items are lost, damaged or delayed, the Passenger will not be entitled to any reimbursement.
- 4) AirTran will not be liable for damage to protruding parts of Baggage including but not limited to wheels, pockets, hanger hooks, pull handles, straps, zippers, and locks. Additionally, AirTran will not be liable for defects and/or minor damage as a direct result of normal wear and tear, such as cuts, scratches, scuffs, stains, dents, and punctures.
- 5) AirTran will not be liable or responsible for property carried on board an aircraft by a Passenger and retained in their custody.
- 6) AirTran will pay delayed, Checked Baggage delivery charges as long as the Checked Baggage was presented for check-in at least thirty (30) minutes prior to the scheduled departure time of the customer's originating domestic flight and sixty (60) minutes prior to the scheduled departure time of the customer's originating international flight. AirTran will make reasonable efforts to ensure Baggage is transported on the customer's flight.

EXCEPTION: The minimum check-in requirement for some airports is greater than 30 minutes as defined later in this document.

- 7) AirTran will not be liable for Checked Baggage delivery charges in the event that the customer elects to travel on an earlier flight not originally scheduled in the customer's itinerary. AirTran will make reasonable efforts to ensure Baggage is transported on the customer's flight.
- 8) Any exclusion or limitation of liability of AirTran shall apply to and be for the benefit of agents, servants and representatives of AirTran and any person whose aircraft is used by AirTran for carriage and its agents, servants and representatives.

#### B. International – Notice of Baggage Liability Limitations

- 1) Passengers on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that international treaties known as the Montreal Convention, or its predecessor, the Warsaw Convention, including its amendments, may apply to the entire journey, including any portion thereof within a country. For such Passengers, the treaty, including special contracts of carriage embodied in applicable tariffs, governs and may limit the liability of the Carrier in respect of death or injury to Passengers, and for destruction or loss of, or damage to, Baggage, and for delay of Passengers and Baggage.

#### C. General Conditions of Acceptance

- 1) AirTran will accept for transportation as Baggage such personal property as necessary or appropriate for wear, use, comfort or convenience of the Passenger for the purpose of the trip.
- 2) All Baggage is subject to inspection. Checked Baggage will be accepted for transportation only on flights on which the Passenger is traveling. AirTran will not accept Baggage whose size, weight or character makes it unsuitable for transportation on the aircraft as determined by AirTran. Baggage items must be suitably packaged to withstand normal handling as Checked

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Baggage or they may be refused. Acceptance of any Baggage does not constitute agreement by AirTran that such Baggage is suitably packed.

- 3) AirTran will not accept live animals as Checked Baggage.
- 4) AirTran will check Baggage for a Passenger with a valid confirmation subject to the following conditions:
  - a) Baggage must be checked at the airport in advance of flight departure.
  - b) The Passenger's name must appear on the outside of the Baggage.
- 5) Baggage will only be checked:
  - a) To an airport that is on the Passenger's routing
  - b) To the Passenger's next airport of stopover
  - c) To the Passenger's final destination airport
- 6) Due to security requirements, Passengers and their Baggage will not be accepted at the ticket counter less than thirty (30) minutes prior to the scheduled departure of a domestic flight, or less than sixty (60) minutes prior to the scheduled departure of an international flight. Please note the minimum check-in time for Passengers with Checked Baggage is greater than 30 minutes at the airports displayed in the following chart:

City	Time	City	Time
Aruba	60	Las Vegas, NV	45
Atlanta, GA	45	Los Angeles, CA	45
Baltimore/Washington, MD-DC	45	Montego Bay, Jamaica	60
Cancun, Mexico	60	Nassau, Bahamas	60
Chicago, IL (Midway)	45	Orlando, FL	45
Dallas/Ft. Worth, TX	45	Phoenix, AZ	45
Denver, CO	45	Richmond, VA	45
Ft. Lauderdale, FL	45	San Antonio	45
Indianapolis, IN	45	Washington, DC (Dulles)	45

- 7) Checked Baggage may be claimed only by the holder of the Baggage claim check. Baggage claim checks must be returned to AirTran on request. AirTran is not responsible to determine that the holder of the claim check is entitled to the Baggage. If Baggage claim checks are lost, proof of ownership may be required prior to release of the Baggage.
- 8) Acceptance of Baggage by the bearer of a claim check without filing a complaint shall constitute evidence of delivery by AirTran of the Passenger's Baggage, with all original contents, in good condition.
- 9) Baggage is measured by length + width + height. The dimensions of each measurement are added together to compose the total number of linear inches.

D. Baggage Allowance. The maximum weight per checked bag is 50 pounds and the maximum size is 62 inches (length + width + height). All Baggage fees are non-refundable and are applied per person each way.

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- 1) First Baggage Fee: A \$20 fee will be applied for each customer's first piece of Checked Baggage One-way.
- 2) Second Baggage Fee: A \$25 fee will be applied for each customer's second piece of Checked Baggage One-way.

Exceptions to the First and Second Baggage Fee include:

- a. Active Duty Military customers traveling with active duty ID (Military Recruits traveling to basic training will have orders and will not have an ID card)
  - b. A+ Elite Members
  - c. Business Class customers to include those upgrading on their first segment of travel
  - d. A2B Corporate customers \*(exempt from first bag fee only)
  - e. Service items such as strollers and wheelchairs
- 3) Excess Baggage Fee: The third through ninth bags not in excess of 62 inches (outside length plus height plus width) and 50 pounds or less will be accepted for a charge of \$50 per item One-way. Effective April 10, 2012 each additional excess item checked thereafter will be accepted for a charge of \$110 per item One-way.
  - 4) ACTIVE MILITARY EXCEPTION: AirTran Airways will waive 1<sup>st</sup>, 2<sup>nd</sup>, excess, oversize and overweight Baggage fees for active service personnel traveling on Active Duty or Permanent Change of Station (PCS) orders. Baggage weighing over 100 pounds or 80 inches will not be accepted.
  - 5) CAMERA, FILM, VIDEO LIGHTING AND SOUND EQUIPMENT: Camera, film, video lighting and sound equipment will be accepted when tendered by representatives of network or local television broadcasting companies or commercial film-making companies. First, second and excess Baggage fees apply to each item One-way. Items exceeding 50 pounds and/or 62 inches will additionally be assessed an exception rate of \$35 per piece for oversize/overweight equipment.
  - 6) Overweight Baggage. Baggage weighing between 51 and 70 pounds will be accepted as Checked Baggage subject to an excess weight charge of \$49 per item One-way. Baggage weighing between 71 and 100 pounds will incur a fee of \$79 per item One-way. Baggage in excess of 100 pounds will not be accepted. This fee will be applied in addition to applicable 1<sup>st</sup>, 2<sup>nd</sup> and Excess Baggage fees. Effective April 10, 2012 Baggage weighing between 51 and 100 pounds will be accepted as Checked Baggage for an excess weight charge of \$50 per item One-way.
  - 7) Oversize Baggage. Checked Baggage with overall dimensions from 62 inches to 70 inches (outside length plus height plus width) will be assessed a per piece charge of \$49 per item One-way. Dimensions from 71 to 80 inches, will be accepted subject to an oversize charge of \$79 per item One-way. Baggage over 80 inches in dimension (with the exception of some sporting equipment) will not be accepted. This fee will be applied in addition to applicable 1<sup>st</sup>, 2<sup>nd</sup> and Excess Baggage fees. Effective April 10, 2012 Baggage in excess of 62 inches but not more than 80 inches (outside length plus height plus width) will incur an oversize charge of \$50.
  - 8) Sporting Equipment. Special items such as bicycles, surfboards, and scuba equipment are not included in a Passenger's Checked Baggage allowance and each are subject to a \$79 charge One-way. These three (3) items are not subject to additional oversize/overweight fees. This fee will be applied in addition to applicable 1<sup>st</sup>, 2<sup>nd</sup> and Excess Baggage fees.

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- 9) Wheelchairs / Assistive Devices. Wheelchairs, mobility aids and assistive devices will be carried free of charge for qualified Passengers with a disability, and are not included in the Checked Baggage allowance described above.

#### E. Carry-On Baggage.

- 1) The suitability of carry-on Baggage will be determined by AirTran. Each Passenger is restricted to one item of carry-on Baggage (e.g., roller bag, garment bag, tote bag) that does not exceed external dimensions of 24" tall x 13" deep x 18" wide plus one smaller personal-type item (e.g., purse, briefcase, laptop computer case, backpack, small camera), provided that such items are capable of being carried onboard the aircraft by one Passenger without additional assistance, unless the Passenger requires assistance due to a disability, and are capable of being stowed under a seat or in an overhead compartment. Sizing posters with 24" tall x 13" deep x 18" wide are located at many Carrier curbside check-in locations (where available), ticket counters, departure gates and boarding locations. Carrier reserves the right to further restrict the number of carry-on items. Effective March 1, 2012 carry-on Baggage dimensions must not exceed 10" x 16" x 24".
- 2) Any mobility aid or assistive device that is approved for in-cabin transport on AirTran, which is carried by a qualified Passenger with a disability, is not subject to the one piece carry-on limit, provided such aid or device fits in an approved storage space.
  - a) Portable Oxygen Concentrator (POC) devices may be brought onboard our flights, in accordance with Special Federal Aviation Regulation (SFAR) No. 106, 14 CFR Part 121, however only the following models are approved for use during flight: AirSep FreeStyle, AirSep LifeStyle, Inogen One, Respironics EverGo, SeQual Technology Eclipse, Invacare Corporation's XP02, Delphi Medical Systems' RS-00400, DeVilbiss Healthcare Inc.'s iGo, International Biophysics Corporation's LifeChoice, Inogen One G2, Oxlife Independence Oxygen Concentrator and Invacare SOLO2.
  - b) Conditions for Acceptance:
    1. The POC may only be used in its battery-operated mode. AirTran Airways does not have electrical outlets onboard for commercial product use.
    2. To be used onboard the aircraft, the AirSep FreeStyle, AirSep LifeStyle, Inogen One, Respironics EverGo, SeQual Technology Eclipse, Invacare Corporation's XP02, Delphi Medical Systems' RS-00400, DeVilbiss Healthcare Inc.'s iGo, International Biophysics Corporation's LifeChoice, Inogen One G2, and Oxlife Independence Oxygen Concentrator, and Invacare SOLO2 POCs must have a label attached indicating that it has been approved for use in aircraft.
    3. The Customer must have a sufficient number of fully charged batteries to power the device throughout the entire journey, including all ground time (between connections), the duration of the flight, and for any unexpected delays, or at least 150% of the expected maximum flight duration. Extra batteries must be packaged for carry-on in a manner to prevent short circuit. Battery terminals must either be recessed or packaged so as to prevent contact with metal objects, including terminals of other batteries.
    4. The Customer must have a letter from his/her physician on letterhead with an issue-date of no more than one year prior to flight departure date. A template is provided on the AirTran Airways website. The physician's letter must state:

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- a. Whether the user is able to operate the device and recognize and respond appropriately to its alarms, and if not, that the user is traveling with a companion who is able to perform these functions,
  - b. The phases of the flight (taxi, takeoff, cruise, landing) during which use of the device is medically necessary, and
  - c. The maximum oxygen flow rate corresponding to the pressure in the cabin under normal operating conditions. (Cabins are pressurized to an altitude of 8,000 feet.)
- c) AirTran Airways may refuse to transport a customer requiring the following medical equipment or services, which are not authorized or cannot be accommodated on AirTran Airways' aircraft
1. Medical oxygen for use on board the aircraft,
  2. Incubators, respirators/ventilators that must receive power from the aircraft's electrical power supply,
  3. Persons who must travel on a stretcher, or
- 3) All Baggage must be completely stowed before the airplane may depart the gate. Further information is available at any AirTran facility.

#### F. Fragile and Perishable Items

- 1) Fragile items will be accepted if they are appropriately packaged in an original factory-sealed container, in a case designed for shipping such items, or packed with airline-approved, protective material. Fragile items without appropriate packaging will be accepted only upon the execution of a release, furnished by AirTran, which indemnifies AirTran against liability for damage to, loss or spoilage of contents, or delay in delivery resulting in damage to, loss or spoilage of such items.
- 2) AirTran will refuse to accept property for transportation that is not suitably packaged to withstand ordinary handling, the size, weight or character of which makes it unsuitable for transportation, or that cannot be accommodated without harming or annoying Passengers.
- 3) Carrier may, at its sole discretion, but is not obligated to, conditionally accept the following categories of items for Carriage as Checked Baggage subject to the Passenger's assumption of risk for damage to or destruction of such items. Checking items in the condition described below is considered by Carrier as Passenger's agreement to this assumption of risk.
  - a. Fragile or perishable items
  - b. Previously damaged items
  - c. Improperly or over-packed Baggage
  - d. Soft-sided cases or unprotected/unpacked items

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## G. Restricted Articles

- 1) Hazardous materials will not be accepted as Baggage except for medical/toilet articles for personal use, minimal amounts of small arms ammunition if properly packaged, an empty scuba tank with valve removed, transport incubator, limited amounts of dry ice and wheelchair batteries. All such material must comply with rules established by AirTran.
- 2) The following articles are classified as hazardous and must not be carried in Baggage:
  - a) Compressed gasses
  - b) Corrosives, such as acids and spillable wet cell batteries
  - c) Explosives, such as fireworks and ammunition
  - d) Flammables, such as matches and lighter fuels
  - e) Poisons
  - f) Oxidizers
  - g) Magnetic and radioactive materials and all other items restricted by government regulations

## H. Conditions for Acceptance of Special Items

The following are special items that will be accepted as checked or carry-on Baggage, subject to specified conditions and payment of charges when applicable:

- 1) FIREARMS. Carrier will not accept assembled firearms and ammunition for transportation, except as provided below. Any of the items listed below may be checked in substitution of one piece of Checked Baggage for each Passenger on a one-item-for-one-bag basis. If the item of sporting equipment exceeds 50 pounds in weight, excess weight charges may apply in accordance with Carrier's overweight/oversize Baggage charges. Effective March 1<sup>st</sup>, 2012 if the item of sporting equipment exceeds 50 pounds in weight or 62 inches in size (outside length plus height plus width), excess weight charges may apply in accordance with Carrier's overweight/oversize Baggage charges.
  - a) General. Firearms (e.g., sport rifles, shotguns, and handguns) may be transported as Checked Baggage, so long as they are unloaded and encased in a hard-sided, locked container acceptable to Carrier for withstanding normal Checked Baggage handling without sustaining damage to the firearm, with the Passenger retaining possession of the key or combination to the container lock.
  - b) Ammunition. Small arms ammunition intended for sport or hunting will be accepted only if carried within sturdy Checked Baggage and in the manufacturer's original container or an equivalent fiber, wood or metal container specifically designed to carry ammunition and providing for sufficient cartridge separation. Magazines and clips containing ammunition must be securely packaged so as to protect the cartridge separation. Magazines and clips containing ammunition must be securely packaged so as to protect the cartridge primers. Carrier will accept no more than 300 rounds of pistol (rim fire) ammunition, 120 rounds of rifle (center file) ammunition, or 150 shotgun shells per Passenger, with a total gross weight of the ammunition plus containers not to exceed 11 total pounds per Passenger.

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- c) Gun boxes. Gun boxes designed to hold no more than two sporting rifles, shotguns or handguns are exempt from oversize Baggage charges; however, they will be subject to excess Baggage and weight charges if applicable. .
- 2) Seat Baggage. When determined acceptable by AirTran, an item of Baggage may occupy a seat, providing the Passenger accompanies the property, the item meets specified dimensions, can be properly secured by the seat belt, reservations are made and the applicable fare is paid.

## **CLAIMS RESTRICTIONS, INCLUDING TIME PERIODS IN WHICH PASSENGERS MUST FILE A CLAIM OR BRING ACTION AGAINST THE AIR CARRIER**

- A. No claim for loss, or delay in delivery of Baggage, or personal injury or death of a Passenger will be entertained by AirTran unless preliminary notice of the claim is presented to an office of the Carrier within four (4) hours after occurrence of the event giving rise to the claim. For damage claims, notice must be presented to an office of the Carrier within twenty four (24) hours. For claims involving international travel, a written claim must be submitted within seven (7) days of the loss. Failure to give notice within these time limits will not bar the claim if the claimant establishes, to the satisfaction of the Carrier, that he/she was unable, in whole or in part, to file such claim.
- B. Any legal action premised on or related to the incident must be commenced within one (1) year of the date of the incident. If notice is not provided as set forth above and legal action is not commenced within one (1) year of the date of the incident, then AirTran disclaims any and all liability arising from or relating to such incident.

## **RIGHTS OF THE AIR CARRIER TO CHANGE TERMS OF THE CONTRACT**

Terms in the AirTran Airways Contract of Carriage are applicable to customers based on booking date. AirTran Airways reserves the right to change or modify any of the Contract of Carriage with or without notice to the Passenger. No agent, employee or representative of AirTran has authority to alter, modify or waive any provision of the Contract of Carriage unless authorized in writing by a corporate officer of AirTran Airways.

## **RULES ON RECONFIRMATION OF RESERVATIONS, CHECK IN TIMES, AND REFUSAL TO CARRY**

- A. Confirmed Seats. A Passenger with a valid confirmation number reflecting reservations for a specific flight and date on AirTran is considered confirmed unless the reservation was canceled due to one of the reasons indicated below.
- B. Cancellation of Reservations. All reservations are subject to cancellation without notice:
  - 1) If the Passenger fails to fulfill the requirements of the fare type of that reservation.
  - 2) If the Passenger is not present at the boarding gate at least ten (10) minutes prior to original scheduled departure time of the flight.
  - 3) If the Passenger fails to occupy a reserved seat (for example, a no-show).

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- 4) If 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 advisable by reason of weather or other conditions beyond the control of AirTran.
  - 5) If AirTran refuses to transport the Passenger for any of the reasons stated above, the Passenger will not be eligible for denied boarding compensation. Cancellation may apply to all segments in the itinerary.
  - 6) AirTran does not guarantee to provide any particular seat on the aircraft.
- C. Refusal to Transport. AirTran may refuse to transport or may remove from any flight any Passenger for one or several reasons, including but not limited to the following:
- 1) Compliance with applicable government rules, regulations, or requirements or government requisition of space.
  - 2) Action necessary or advisable due to weather or other conditions beyond AirTran's control.
  - 3) Refusal by a Passenger to permit a search of personal property for explosives, deadly weapons, controlled substances, or dangerous articles.
  - 4) Refusal by a Passenger to produce positive identification upon request.
  - 5) Passenger's physical or mental condition is such that, in the sole opinion of AirTran, the Passenger is rendered or likely to be rendered incapable of comprehending or complying with safety instructions without the assistance of an attendant. The Passenger may be accepted provided advance notice is given and an accompanying attendant is responsible for caring for the Passenger enroute.
  - 6) Acquisition of a ticket at any time in violation of AirTran's rules or regulations and/or through the unauthorized use of a credit card.
  - 7) If a Passenger's conduct is disorderly, abusive or violent, or the Passenger:
    - a) Appears to be intoxicated or under the influence of drugs.
    - b) Attempts to interfere with any member of the flight crew.
    - c) Refuses to obey instructions from any flight crewmember.
    - d) Has a communicable disease that has been determined by a federal public health authority to be transmissible to other persons in the normal course of flight.
    - e) Has an offensive odor not caused by a disability or illness.
    - f) Is barefoot, or is clothed in a manner that would cause discomfort or offense to other Passengers.
    - g) Is unable to sit in a seat with the seat belt fastened.
    - h) Engages in any action, voluntary or involuntary that might jeopardize the safety of the aircraft or any of its occupants.

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- 8) A Passenger who wears or has on or about their person concealed or unconcealed dangerous weapons. AirTran will carry a Passenger who meets the qualifications and conditions established by Federal Aviation Regulations.
- 9) A Passenger who requires constant oxygen or other life support equipment.
- 10) Any pregnant Passenger expecting delivery within 30 days, unless AirTran is provided a doctor's certification confirming the individual is physically fit for air travel. Such certification must be dated within 72 hours of the planned flight departure time.
- 11) An infant requiring an incubator or other life support systems.
- 12) Effective March 1, 2012 prisoners (persons charged with or convicted of a crime) under escort of law enforcement personnel; other persons in the custody of law enforcement personnel who are being transported while wearing manacles or other forms of restraint; persons brought into the airport in manacles or other forms of restraint; persons who have resisted escorts; or escorted persons who express to Carrier an objection to being transported on the flight.

D. Acceptance of Children

- 1) Accompanied Children: Children 2 through 11 years of age will be accepted for transportation when accompanied by a Passenger at least 12 years of age. Infants under 2 years of age will be accepted when accompanied by an adult. AirTran Airways strongly encourages customers traveling with infants less than 7 days old to consult with their physician prior to travel. Effective March 1, 2012 Carrier will not provide transportation services to any infant 14 days of age or younger, unless a written statement is provided by an attending physician approving such infant for air travel.
- 2) Unaccompanied Children: Unaccompanied children under 5 years of age will not be accepted under any circumstances.
- 3) Unaccompanied children 5 to 7 years of age will be accepted on domestic nonstop or direct flights only, and must be accompanied by a parent or responsible adult until the child is boarded on the flight. The child must be met at the destination by another parent or responsible adult. Specific information may be obtained through AirTran Reservations, or at any AirTran ticket office.
- 4) Unaccompanied children 8 through 11 years of age will be accepted for transportation on domestic nonstop, through or connecting flights. The child must be accompanied by a parent or responsible adult until the child is boarded on the originating flight and must be met at the destination by another parent or responsible adult.
- 5) Unaccompanied minors will be charged a fee as described in the table below. If two (2) or more children are traveling together, only one (1) charge will be applicable.

Booking Date	Non-Stop or Direct Flight Fee	Connecting Flight Fee
On or after 4/29/10	\$49 One-way	\$69 One-way
	\$98 Roundtrip	\$138 Roundtrip

- 6) During schedule irregularities, AirTran may refuse to provide connecting air transportation services at any city to an unaccompanied child holding reservations. This may happen when there is a

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reasonable likelihood that the child will not make a flight connection, and therefore require overnight accommodations.

- 7) To ensure a safe, pleasant travel experience, unaccompanied minors should be booked on flights that will arrive at the final destination between 6:00am and 7:00pm local time. This policy enables the Escort on Arrival to receive a gate pass and progress through the security check point to meet the child at their arrival gate in a timely manner.
- E. Smoking (FAR 121.317): Smoking and the use of tobacco products, including electronic cigarettes, is prohibited on all AirTran flights.
- F. Trained Assist Animals, Specialty Dogs. AirTran accepts for transportation, without charge, animals trained in special assistance to the disabled, dogs trained in search and rescue functions, and dogs trained to detect explosives. The trained animals, when properly harnessed, will be permitted to accompany such Passengers (handlers) in the cabin, but may not occupy a seat or block access to the aisle.
- G. Use of Radios / TVs Onboard Aircraft. Radios and TV receivers cannot be used onboard aircraft because of the aircraft's electronic navigation equipment.
- H. Fares
- 1) General: The price of transportation shall be disclosed at time of confirmation; however, fares are subject to change without notice.
  - 2) Currency: All fares and charges are stated in United States dollars (USD).
  - 3) Fare Changes: AirTran fares are changed from time to time. The fare a Passenger is charged will be the applicable fare at the time a reservation is confirmed, payment is made, and a confirmation number is issued.
  - 4) Connecting Flights: When an area is served by more than one airport and a Passenger arrives at one airport and departs from another airport, transportation between those airports must be arranged by and at the expense of the Passenger.
  - 5) Stopover: A stopover is a voluntary interruption in the Passenger's journey at an intermediate city and fails to depart from that city on the first flight;
    - a) On which space is available, or
    - b) That will provide for the Passenger's earliest arrival at another city or the Passenger's destination.
- I. Routing. A fare applies only to transportation via the intermediate cities specified by AirTran in reference to that fare. Any other routing may subject the Passenger to an additional charge. Tickets may not be issued or accepted for transportation that will either originate or terminate at an airport other than the airport for which the fares are published.
- J. Infants. One infant under two (2) years of age, not occupying a seat and accompanied by an adult, will be transported without charge. AirTran Airways strongly encourages customers traveling with infants less than 7 days old to consult with their physician prior to travel. Effective March 1, 2012 Carrier will not provide transportation services to any infant 14 days of age or younger, unless a written statement is provided by an attending physician approving such infant for air travel.

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K. Refunds. AirTran's refund policy will be in accordance with the type of ticket purchased and its restrictions.

1) Voluntary Refunds

- a. If the Passenger decides not to use the ticket, and the ticket is not subject to non-refundable restrictions, AirTran will issue a credit as follows: If the ticket is totally or partially unused, the total fare paid for each unused segment minus a cancellation charge will be applied toward future travel if the reservation is canceled at least one (1) hour prior to departure.
- b. Reservations may be cancelled and refunded without penalty within twenty-four (24) hours after the reservation is made if the reservation is made one week or more prior to a flight's departure.
- c. A Passenger holding a ticket with a government contract fare basis may request a refund on any unused segment(s). The refund will be the fare paid for tickets not used.

2) Involuntary Refunds

In the event the refund is required because of AirTran's failure to operate or refusal to transport, the following refund options will be made available to the Passenger:

- a. The total fare paid for each unused segment will be refunded; or
- b. A credit will be established for the total fare paid for each unused segment; or
- c. The Passenger will be rebooked on another flight.

An administrative service fee will not be charged for the refund option selected.

L. Denied Boarding. AirTran shall furnish Passengers who are denied boarding involuntarily from flights on which they hold confirmed reserved space, immediately after the denied boarding occurs, a written statement explaining the terms, conditions, and limitations of denied boarding compensation and describing AirTran's boarding priority rules and criteria. AirTran shall also furnish the statement to any person upon request at all airport ticket counter positions and at all boarding locations being used by the Carrier. The statement shall read as follows:

1) Compensation for Denied Boarding

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

2) Volunteers and Boarding Priorities

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

1. The last Passenger to present him/herself at the boarding gate.

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2. Reasonable efforts will be made to accommodate disabled, elderly, or infirmed Passengers needing assistance, unaccompanied children under 12 years of age and connecting Passengers.

### 3) Compensation of Involuntary Denied Boarding

If a Passenger is denied boarding involuntarily, the Passenger is entitled to a payment of "denied boarding compensation" from the airline unless:

1. The Passenger has not fully complied with the airline's ticketing, check-in, and reconfirmation requirements; or, the Passenger is not acceptable for transportation under the airline's usual rules and practices.
2. The Passenger is denied boarding because the flight is canceled.
3. The Passenger is denied boarding because a smaller capacity aircraft was substituted for safety or operational reasons.
4. The airline offered accommodations in a section of the aircraft other than specified in the Passenger's ticket at no extra charge (a Passenger seated in a section for which a lower fare is charged must be given an appropriate refund).
5. The airline is able to place the Passenger on another flight or flights that are planned to reach the Passenger's final destination within one (1) hour of the scheduled arrival of his/her original flight.

### 4) Amount of Denied Boarding Compensation

Passengers who are eligible for denied boarding compensation must be offered a payment of twice the sum of the values of the Passenger's remaining itinerary from the point where the denied boarding occurs to the Passenger's next stopover or, if none, to the Passenger's destination, with a maximum of \$650. However, if the airline cannot arrange "alternate transportation" (see below) for the Passenger, the compensation is doubled (\$1300 maximum). The "value" of the ticket coupon is the One-way fare for the flight shown on the coupon including any surcharge and air transportation tax, minus any applicable discount. All flight coupons including connecting flights to the Passenger's final destination or first 4-hour stopover are used to compute the compensation.

"Alternate transportation" is air transportation with a confirmed reservation at no additional charge, (by any scheduled airline licensed by DOT), or other transportation accepted and used by the Passenger in the case of denied boarding which, at the time the arrangement is made, arrives at the Passenger's destination or first stopover more than one hour but less than 2 hours (for flights within U.S. points, including territories and possessions) or 4 hours (for international flights) after the planned arrival time of the Passenger's original flight. No compensation will be offered if the alternate transportation is planned to arrive at the Passenger's destination or first stopover not later than one hour after the planned arrival time of the Passenger's original flight.

### 5) Method of Payment

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

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four (24) hours. The air Carrier may offer free tickets in place of cash payment. The Passenger may, however, insist on the cash payment, or refuse all compensation and bring private legal action.

6) Passenger's Options

Acceptance of compensation may relieve AirTran Airways from any further liability to the Passenger caused by its failure to honor the confirmed reservation. However, the Passenger may decline the payment and seek to recover damages in a court of law or in some other manner.

- M. Purchase of Additional Seat – Effective March 1, 2012 the purchase of more than one seat for use by a single Passenger is required to accommodate a Passenger who, in the Carrier's sole discretion, encroaches on an adjacent seat area and/or is unable to sit in a single seat with the armrest lowered.

## **RIGHT OF THE AIR CARRIER AND LIMITS ON LIABILITY FOR DELAY OR FAILURE TO PERFORM SERVICE, INCLUDING SCHEDULE CHANGES, SUBSTITUTION OF ALTERNATE AIRCRAFT, AND REROUTING**

- A. AirTran will endeavor to transport the Passenger and Baggage with reasonable dispatch, but times shown in timetables or elsewhere are not guaranteed and form no part of this contract.
- B. The agreed stopping places are those places shown in AirTran's timetables as scheduled stopping places on the route. AirTran may, without notice, substitute alternative Carriers or aircraft and, if necessary, may alter or omit stopping places shown on the timetable.
- C. Schedules are subject to change without notice. AirTran is not responsible or liable for failure to make connections or for failure to operate any flight according to schedule, or for a change to the schedule of any flight. Under no circumstances shall AirTran be liable for any special, incidental or consequential damages arising from the foregoing (including the carriage of Baggage) whether or not AirTran had knowledge that such damages might be incurred.
- D. Without limiting the generality of the foregoing, AirTran cannot guarantee that the Passenger's Baggage will be carried on the flight if sufficient space is not available based on the sole determination of AirTran.
- E. AirTran will not provide or reimburse Passengers for expenses incurred due to delays or cancellations of flights.

## **DEFINITIONS**

As used in this contract:

- 1) "Baggage" means such articles, effects and other personal property as are necessary or appropriate for the Passenger's wear, use, comfort or convenience in connection with their trip, whether checked in the cargo compartment or carried in the Passenger compartment of the aircraft.
- 2) "Carrier" means AirTran Airways and its officers, employees, contractors and agents acting in their official capacities.
- 3) "Carriage" means the transportation of Passengers and/or Baggage by air, gratuitously or for hire, and all services of Carrier related thereto.

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- 4) "Checked Baggage" means Baggage of which Carrier takes sole custody and for which Carrier has issued a Baggage Claim Check and affixed a Baggage Tag.
- 5) "Montreal Convention" means the convention for the unification of certain rules for international carriage by air signed in Montreal, May 28, 1999 which amended provisions of the Warsaw Convention.
- 6) "Passenger" means any person, except of the Crew working on the flight, who is carried or will be carried in an aircraft with the consent of Carrier and is bound by this *Contract of Carriage*.
- 7) "Ticket" means a paper document or electronic six-digit alpha-numeric confirmation number issued by Carrier or an authorized travel agent which provides for Carriage of the Passenger occupying a single seat.
- 8) "Warsaw Convention" means the convention for the unification of certain rules for international carriage by air signed at Warsaw, October 12, 1929, or that Convention as amended at The Hague, September 28, 1955, whichever may be applicable.

## **NOTICE OF INCORPORATED TERMS**

Air transportation is subject to the individual contract terms (including rules, regulations, tariffs and conditions) of the transporting air Carriers that are herein incorporated by reference and made part of the contract of carriage. Incorporated terms may include but are not restricted to the following:

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

You can obtain additional information on items 1 through 6 above at any U.S. location where the transporting air Carrier tickets are sold. You have the right to inspect the full text of each transporting air Carrier's rules at its airport and city ticket offices. You also have the right, upon request, to receive free of charge the full text of the applicable terms incorporated by reference from each of the transporting air Carriers. Information on ordering the full text of each Carrier's terms is available at any U.S. location where the air Carrier's tickets are sold.

If one desires further information on AirTran Conditions of Contract, the full text of the AirTran Contract of Carriage may be inspected at any AirTran airport or ticket office. A copy of the contract may be obtained from the following AirTran representative:

AirTran Airways, Inc.  
Complaint Resolution Officer  
9955 AirTran Boulevard  
Orlando, Florida 32827

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