

# **U·S AIRWAYS**



## **Terms of Transportation**

**REVISION 8**  
**November 4, 2009**

<b>1.0</b>	<b>INTRODUCTION</b> .....	<b>1</b>
<b>2.0</b>	<b>GENERAL INFORMATION</b> .....	<b>2</b>
2.1	DEFINITIONS .....	2
2.2	US AIRWAYS ACTING AS AGENT FOR ANOTHER AIRLINE .....	2
2.3	WAIVER/MODIFICATION OF TERMS .....	3
2.4	SPECIFIC FARES AND CHARGES .....	3
2.5	USE OF RADIOS, TVS, AND OTHER ELECTRONIC DEVICES ONBOARD AIRCRAFT .....	3
2.6	CLAIMS NOTIFICATION .....	3
2.7	APPLICABLE LAW .....	3
2.8	ADVICE TO INTERNATIONAL PASSENGERS ON CARRIER LIABILITY	3
2.9	OUR CUSTOMER COMMITMENT .....	4
<b>3.0</b>	<b>ACCEPTANCE OF CUSTOMERS</b> .....	<b>5</b>
3.1	REFUSAL TO TRANSPORT .....	5
3.2	CUSTOMERS WITH DISABILITIES .....	7
3.3	A COMPLAINT ABOUT A DISABILITY-RELATED ISSUE .....	7
3.4	ACCEPTANCE OF CHILDREN .....	7
3.5	SERVICE ANIMALS .....	8
<b>4.0</b>	<b>RESERVATIONS</b> .....	<b>9</b>
4.1	CONFIRMED RESERVATIONS .....	9
4.2	CANCELLATION OF CONFIRMED RESERVATIONS .....	9
4.3	FAILURE TO USE FLIGHT COUPONS .....	10
4.4	24 HOUR HOLD POLICY .....	10
4.5	PRE-ASSIGNED SEATS .....	10
4.6	DIVIDEND MILES SEATS .....	10
<b>5.0</b>	<b>TICKETS</b> .....	<b>11</b>
5.1	TICKET VALIDITY .....	11
5.2	ALTERED, MUTILATED, AND INVALID TICKETS .....	11
5.3	TRANSFERABILITY OF TICKETS .....	12

<b>6.0</b>	<b>CHECK-IN</b>	<b>13</b>
<b>7.0</b>	<b>FARES</b>	<b>14</b>
7.1	GENERAL	14
7.2	ADDITIONAL COLLECTION	14
7.3	CONNECTING FLIGHTS	14
7.4	STOPOVERS	14
7.5	ROUTINGS	15
7.6	REROUTING WHEN ALLOWED	15
7.7	CHILDREN'S FARES	15
<b>8.0</b>	<b>REFUNDS</b>	<b>16</b>
8.1	VOLUNTARY (REFUNDS REQUESTED BY THE CUSTOMER)	16
8.2	INVOLUNTARY (REFUNDS PROVIDED WHEN US AIRWAYS IS UNABLE TO ACCOMMODATE THE CUSTOMER)	16
8.3	LOST TICKETS	17
8.4	OVERCHARGES	17
8.5	REFUND AUDITS	17
<b>9.0</b>	<b>DELAYED AND CANCELLED FLIGHTS</b>	<b>18</b>
9.1	US AIRWAYS' RESPONSIBILITY FOR SCHEDULES AND OPERATIONS	18
9.2	NOTIFICATION	18
9.3	EXTENDED ONBOARD GROUND DELAYS	18
9.4	REBOOKING	18
9.5	ALTERNATE TRANSPORTATION	18
9.6	AMENITIES/SERVICES FOR DELAYED CUSTOMERS	19
<b>10.0</b>	<b>DENIED BOARDING</b>	<b>20</b>
10.1	VOLUNTARY	20
10.2	INVOLUNTARY	20
10.3	TRANSPORTATION FOR CUSTOMERS DENIED BOARDING	20
10.4	COMPENSATION FOR FLIGHTS BETWEEN U.S. POINTS (INCLUDING PUERTO RICO AND U.S. VIRGIN ISLANDS AND CANADA)	20
10.5	COMPENSATION FOR NONSTOP INTERNATIONAL FLIGHTS EXCEPT FLIGHTS FROM AN EU MEMBER STATE	21
10.6	COMPENSATION FOR NONSTOP FLIGHTS FROM EUROPE	21
10.7	WAIVER OF PAYMENT OF COMPENSATION	22

<b>11.0</b>	<b>BAGGAGE</b> .....	<b>23</b>
11.1	BAGGAGE ALLOWANCE .....	23
11.2	FRAGILE AND PERISHABLE ITEMS .....	24
11.3	CONDITIONS FOR ACCEPTANCE OF SPECIAL ITEMS .....	24
11.4	MILITARY BAGGAGE .....	25
11.5	RESTRICTED ARTICLES .....	25
11.6	BAGGAGE CLAIM LIMITS AND PROCEDURES .....	25
<b>12.0</b>	<b>US AIRWAYS EXPRESS</b> .....	<b>27</b>
12.1	PET ANIMALS IN THE CABIN .....	27
12.2	CARRY-ON BAGGAGE .....	27
<b>13.0</b>	<b>CUSTOMER COMPLAINTS</b> .....	<b>28</b>
<b>14.0</b>	<b>DATA PROTECTION NOTICE</b> .....	<b>29</b>
<b>15.0</b>	<b>CUSTOMERS TRAVELING ON INTERNATIONAL FLIGHTS OPERATED BY CODESHARE PARTNERS OF US AIRWAYS</b> .....	<b>30</b>

## 1.0 INTRODUCTION

This document summarizes the general terms of transportation applicable to transportation of customers and their baggage on all domestic and international flights via US Airways (includes US Airways Express and US Airways Shuttle). Domestic and foreign air transportation are also governed by US Airways' tariffs on file with applicable government authorities including the U.S. Department of Transportation. These terms and all applicable tariffs constitute the conditions upon which US Airways transports customers and their baggage. Travel on US Airways shall be deemed acceptance by the customer of US Airways' terms of transportation.

US Airways Express service is operated by subsidiary companies of US Airways Group or by independent companies operating under an agreement with US Airways. US Airways Express carriers currently include Air Wisconsin, Chautauqua, Colgan, Mesa, Piedmont, PSA, Republic, and Trans States airlines. The terms contained herein and all applicable tariffs also apply to US Airways Express flights except as noted in Section 7.

US Airways has entered into codeshare agreements with other air carriers whereby US Airways customers can travel to destinations to which US Airways does not operate service itself. A codeshare is an agreement between air carriers to sell seats on each other's flights to provide more destinations and flight choices. Codeshare flights are displayed as flights for both the operating carrier (the air carrier that uses its aircraft for the flight) and the marketing carrier (the partner air carrier that sells seats on the operating carrier's flights). Codeshare flights include both the operating carrier's two-digit designator code and flight number and the marketing carrier's two-digit designator code and flight number.

When making codeshare reservations, US Airways must disclose the name of the operating carrier. Codeshare information will be provided by the reservations agent, your travel agent, or displayed in an online reservation. Codeshare details also will appear on flight coupons and e-tickets.

For customers who will be traveling on an international itinerary operated by one of US Airways' codeshare partners, please see Section 15.0 for a discussion of rules that may differ from the rules described in this document.

**CONSEQUENTIAL DAMAGES: PURCHASE OF A TICKET DOES NOT GUARANTEE TRANSPORTATION. US AIRWAYS SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE PERFORMANCE OF, DELAY IN PERFORMANCE OF, OR FAILURE TO PERFORM TRANSPORTATION OF CUSTOMERS AND OTHER SERVICES INCIDENTAL THERETO (EXCEPT BAGGAGE LIABILITY, SECTION 11) WHETHER OR NOT US AIRWAYS HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.**

**NOTE:** US Airways' Terms of Transportation are subject to change with or without notice. The most up-to-date version is available on the US Airways web site ([usairways.com](http://usairways.com)).

## 2.0 GENERAL INFORMATION

### 2.1 DEFINITIONS

Carry-on Baggage: Any property of a customer which is accepted for transportation in the cabin of the aircraft and which is not checked into the custody of US Airways.

Checked Baggage: Any property of a customer which is accepted for transportation and delivered into the custody of US Airways whether checked in the cargo compartment or carried in the cabin of the aircraft.

Connecting Flight: Requires customers to change aircraft at an intermediate point for the continuation of their trip to their destination.

Direct Flight: Flight does not require a change of aircraft from point of origin to destination but makes one or more planned intermediate stops en route to customer's final destination.

Interline: Travel involving two or more airlines.

Nonstop: Flights scheduled to depart from origin and arrive at destination without any planned intermediate stop en route.

Ticket: The customer ticket and baggage check or, in the case of electronic tickets, the confirmation letter, associated notices, and boarding pass into which these terms of transportation are incorporated by reference.

US Airways: Unless otherwise noted, US Airways means US Airways, US Airways Express, and US Airways Shuttle.

**NOTE:** At the time of publication, US Airways Express carriers include Air Wisconsin, Chautauqua, Colgan, Mesa, Piedmont, PSA, Republic, and Trans States airlines.

Validated Ticket: A ticket that has been purchased (through direct payment or other satisfactory credit arrangement), including electronic tickets, and/or carries the identification stamp of US Airways or another airline whose tickets US Airways accepts.

Warsaw Convention: The Convention for the unification of certain rules relating to International Carriage By Air signed at Warsaw on October 1, 1929, or that Convention as amended at The Hague on September 28, 1955, whichever may be applicable.

### 2.2 US AIRWAYS ACTING AS AGENT FOR ANOTHER AIRLINE

US Airways will be responsible for the furnishing of transportation only over its own routes. Except on international codeshare flights, when US Airways issues a ticket, checks baggage, or makes any other arrangements involving another airline, US Airways acts only as agent for such other airline and assumes no responsibility for the acts or omissions of the other airline.

For customers who will be traveling on an international itinerary operated by one of US Airways' codeshare partners, please see Section 15.0 for a discussion of rules that may differ from the rules described in this document.

## **2.3 WAIVER/MODIFICATION OF TERMS**

No employee of US Airways has the authority to waive, modify, or alter any provisions of these terms of transportation or any applicable fares/charges unless authorized by a corporate officer of US Airways. US Airways–appointed agents and representatives are only authorized to sell tickets for air transportation on US Airways pursuant to the terms of transportation and applicable fares/charges of US Airways.

## **2.4 SPECIFIC FARES AND CHARGES**

Information on specific fares and charges is available through any authorized US Airways agent and on the US Airways web site ([usairways.com](http://usairways.com)).

## **2.5 USE OF RADIOS, TVs, AND OTHER ELECTRONIC DEVICES ONBOARD AIRCRAFT**

In order to avoid disturbances to the aircraft's electronic navigational equipment, AM and FM radio receivers, compact disc players, portable computers, and other electronic devices must be turned off for taxi, takeoff, and landing. Use of these items, however, is permitted in flight unless otherwise restricted by US Airways flight crewmembers.

Items which may not be operated at any time inside the aircraft include: TV receivers, remote controlled toys, and radio transmitters.

Cellular phones may be used inside the cabin on most flights, while the aircraft is parked at the gate and the aircraft doorway is open, and after landing while taxiing to the gate, as advised by the flight crew. Cellular phones may not be used while taxiing from the gate, during takeoff, landing, or during flight. At the captain's discretion, cellular phones may be used during extended onboard ground delays. Cellular phone use is prohibited at all times on some US Airways Express flights.

For customers who will be traveling on an international itinerary operated by one of US Airways' code-share partners, please see Section 15.0 for a discussion of rules that may differ from the rules described in this document.

## **2.6 CLAIMS NOTIFICATION**

US Airways reserves the right to reject any claims (except for injury or death) which have not been submitted to US Airways in writing within one year from date of travel. Special rules apply to baggage as detailed in Section 11.

## **2.7 APPLICABLE LAW**

These terms of transportation shall be interpreted and enforced according to the laws of the State of Arizona.

## **2.8 ADVICE TO INTERNATIONAL PASSENGERS ON CARRIER LIABILITY**

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.



For the purpose of carriage to and from Canada governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

## **2.9 OUR CUSTOMER COMMITMENT**

US Airways has voluntarily established a program setting standards for service levels in the areas of fares, flight information, baggage, ticket purchase and refund, customers with special needs, onboard delays, oversales, the Dividend Miles program, our codeshare partners, and complaint resolution. These commitments are incorporated into the applicable sections within this document.

US Airways has committed to:

- Offer the lowest fare for which the customer is eligible.
- Provide customers with accurate, timely information on flight delays or cancellations.
- Provide on-time baggage delivery.
- Comply with the required lost-baggage liability limits.
- Give you an opportunity to check for lower fares before purchasing.
- Make prompt refunds.
- Clearly disclose policies for customers with special needs.
- Improve handling of long onboard delays.
- Supply basic information and policies about “oversold” flights.
- Furnish details about US Airways’ Dividend Miles program.
- Require the same quality of service by US Airways Express partners.
- Respond promptly to complaints or requests for information.

### 3.0 ACCEPTANCE OF CUSTOMERS

#### 3.1 REFUSAL TO TRANSPORT

In accordance with Tariff Rule 35, we may refuse to transport, or remove from any flight, any passenger for the following reasons:

1. Compliance with any government regulation or with any government requisition of space or request for emergency transportation in connection with national defense or national disasters (actual, threatened, or reported).
2. Whenever necessary or advisable by reason of weather or other conditions beyond its control (including, without limitation, acts of God, labor disturbances, strikes, civil commotion, embargoes, wars, hostilities, or disturbances), actual, threatened, or reported.
3. Refusal by a passenger to permit a search of person or property for explosives or for deadly or dangerous weapons, articles, or substances.
4. Refusal by a passenger to produce positive identification upon request.
5. Failure of a passenger traveling across any international boundary to possess all valid documents (passports, visas, certificates, etc.) required by the laws of the countries from, over, or into which the passenger will fly. We are not responsible for any failure or inability of a passenger to comply with government laws, regulations, orders, demands, and requirements which are subject to change without notice.
6. Any passenger who may pose a threat to the comfort and/or safety of other passengers or employees including (but not limited to) passengers who:
  - Are over the age of five (5) and barefoot, or otherwise inappropriately clothed, unless required for medical reasons;
  - Are less than one (1) day old;
  - Are unescorted individuals under the age of five (5) years old;
  - Are unaccompanied minors, ages five (5) through fourteen (14), and are traveling on a through or connecting flight;
  - Are involved in a criminal act such as a bomb threat or hijacking attempt;
  - Appear to be intoxicated or under the influence of drugs;
  - Refuse to comply with smoking regulations;
  - Are declared to be a high risk prisoner;
  - Attempt to interfere with any crewmember in the pursuit of their duties;
  - Are known to have a contagious disease which has been determined by US Airways' medical advisor to be a direct threat to the health and safety of others;
  - Are unable or unwilling to sit in a seat with the seat belt fastened;
  - Require an onboard stretcher kit;

- Require intravenous or intramuscular feeding;
  - Drip IV equipment is not permitted.
  - Customers traveling with portable IV machines are permitted providing the machine can be properly stowed in accordance with carry-on baggage policies.
- Exhibit behavior that may be hazardous to himself/herself, the crew, or other passengers;
- Possess an unauthorized firearm or explosive device;
- Are seriously ill and have been determined by MedLink to be a health risk; or
- Are abusive or violent to other passengers and/or employees including verbal harassment related to race, color, gender, religion, national origin, disability, age, ethnicity, or sexual orientation.

We reserve the right to refuse to transport, on a permanent basis, any passenger who has been repeatedly removed or denied transportation for violent, disorderly, or abusive conduct. The decision to refuse transport to a passenger on a permanent basis must be made at the Managing Director level or above.

#### 7. Conduct or Condition

US Airways may require a passenger with a disability in one of the following categories to travel with a safety assistant, as a condition of being provided air transportation, if US Airways determines that a safety assistant is essential for safety:

- A passenger who, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from US Airways personnel, including the safety briefing required by FAA regulations;
- A passenger with a mobility impairment so severe that the person is unable to physically assist in his or her own evacuation of the aircraft;
- A passenger who has both severe hearing and severe vision impairments, if the passenger cannot establish some means of communication with carrier personnel that is adequate both to permit transmission of the safety briefing required by FAA regulations and to enable the passenger to assist in his or her own evacuation of the aircraft in the event of an emergency.

8. An infant requiring an incubator or other life support system.
9. Any person who is pregnant and expecting delivery within seven (7) days unless the passenger provides a doctor's certificate, dated within 72 hours of departure, stating that the doctor has examined and found the passenger to be physically fit for air transportation.
10. Any person requiring oxygen or other life support systems except if they meet the guidelines for Portable Oxygen Concentrators.

We are not liable for the refusal to transport any passenger or for the removal of any passenger in accordance with the preceding paragraphs of this rule, but we will, at the request of the passenger, refund in accordance with Rule 260 (Involuntary Refunds). As an express precondition to issuance of any ticket or granting of passenger hereunder, we shall not be responsible for compensatory or punitive damages. The passenger's sole and exclusive remedy shall be Rule 260.

For customers who will be traveling on an international itinerary operated by one of US Airways' code-share partners, please see Section 15.0 for a discussion of rules that may differ from the rules described in this document.

## 3.2 CUSTOMERS WITH DISABILITIES

US Airways' policies and procedures comply with the U.S. Department of Transportation regulation, "Nondiscrimination on the Basis of Disability in Air Travel" (14 CFR Part 382). Provisions within this regulation include, but are not limited to:

- Onboard wheelchairs on larger aircraft.
- Transportation of personal wheelchairs and other assistive devices.
- Special seating accommodations for customers with physical disabilities or those traveling with a safety assistant or service animal (advance notice requested).
- Assistance in boarding and deplaning.
- Assistance in loading and retrieving carry-on items.
- Information concerning facilities and services available for customers with disabilities.
- A Complaints Resolution Official at each airport to respond to issues surrounding customers with disabilities.

US Airways' policies and procedures for assisting customers with special needs are available at US Airways ticket offices and at the US Airways web site ([usairways.com](http://usairways.com)).

## 3.3 A COMPLAINT ABOUT A DISABILITY-RELATED ISSUE

If you have a concern about a disability-related issue, US Airways has designated complaint resolution officers (CROs) available to help. If you would like, we can contact a complaint resolution officer (CRO) or provide you with the contact information for a CRO. Please call 1-800-892-3624.

## 3.4 ACCEPTANCE OF CHILDREN

### A. Accompanied Children

Children less than 2 years of age must be accompanied on all flights and in the same compartment with an adult at least 18 years of age. Children 2 years of age and under 15 years of age are accepted for transportation when accompanied on the same flight by a customer at least 15 years of age.

### B. Unaccompanied Children

Unaccompanied children less than 5 years of age are not accepted for travel. Unaccompanied children ages 5 through 14 are accepted for transportation as follows:

- Five years of age or older are accepted for travel on US Airways nonstop flights. A service charge is applicable.
- All travel by unaccompanied children must be on flights on which the child holds a confirmed reservation from airport of origin to airport of destination.
- The unaccompanied child must be brought to the airport by a parent or guardian who must furnish US Airways with the name, address, and phone number of the parent or guardian who will meet the child upon deplaning at the child's destination.
- A parent or guardian must complete the unaccompanied minor request for carriage form which will accompany the child throughout the trip.

- The parent or guardian accompanying the child to the airport must not leave the airport until the child's flight has departed.
- The parent or guardian meeting the child at the destination must produce government-issued photo identification which matches the name provided by the parent or guardian who delivered the child to the departure airport.
- US Airways reserves the right to refuse transportation if the flight on which the child holds a reservation may terminate at an airport other than the child's destination.
- Unaccompanied children will be monitored while in the care of US Airways. In the event of a flight cancellation, diversion, substantial delay, or other irregularity, US Airways will attempt to contact the parent or guardian identified in the unaccompanied minor forms at the numbers provided, and priority reaccommodation will be provided to the child.
- If an unexpected overnight stay is required, adult supervision will be provided and US Airways will attempt to contact the parent or guardian at the numbers provided.

US Airways' policies on unaccompanied minors and information on US Airways Kids Class program are available through US Airways Reservations, at ticket offices, and the US Airways web site ([usairways.com](http://usairways.com)).

**NOTE:** US Airways will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult customer or expressly stated as part of the Kids Class Program.

For customers who will be traveling on an international itinerary operated by one of US Airways' code-share partners, please see Section 15.0 for a discussion of rules that may differ from the rules described in this document.

### **3.5 SERVICE ANIMALS**

US Airways will permit dogs and other service animals to accompany a person with a disability in the cabin. A service animal is generally an animal individually trained to provide assistance to an individual with a disability. US Airways may request identification or other evidence that an animal is a service animal. The service animal may accompany the customer in the same seat as the customer unless the animal obstructs an aisle or another customer's emergency exit pathway. There is no charge for the transportation of a service animal accompanying a customer with a disability. Additional restrictions may apply when traveling outside the continental United States.

US Airways' policies and procedures for assisting customers with special needs are available at US Airways ticket offices and at the US Airways web site ([usairways.com](http://usairways.com)).

## 4.0 RESERVATIONS

### 4.1 CONFIRMED RESERVATIONS

A reservation is made when a request for a space on a flight is recorded in US Airways' reservations system. Once a customer obtains a validated ticket or completes an electronic purchase that reflects reservations for a specific flight and date from US Airways (showing OK in the status box), the reservation is confirmed even if there is no record in US Airways' reservations system unless such reservation was cancelled due to one of the reasons indicated below.

### 4.2 CANCELLATION OF CONFIRMED RESERVATIONS

US Airways reserves the right to deny the processing of any reservation request and/or cancel any reservations (including those for seats on continuing and return flights) without advance notice when the following situations arise:

- Reservations cannot be processed due to an error in information the customer has provided which may include, but is not limited to:
  - Incorrect credit/debit card number, expiration date or card security value
  - Incorrect billing information (billing information you provide is different from information your financial institution has on record)
  - Insufficient/incorrect mailing address (street address, city, state, zip, or postal code) or phone number
  - Fraudulent information
  - Unauthorized transaction by bank-verified card holder
- If the customer has not purchased (through direct payment or other satisfactory credit arrangement) a validated ticket or completed an electronic purchase providing for confirmed seat(s) at least 30 minutes (60 minutes international) prior to scheduled departure of the flight or earlier if a greater time limit is specified.
- If the customer fails to fulfill the requirements of the fare type to which the reservation applies.
- If the customer is not present at the boarding gate or on the aircraft at least 15 minutes (60 minutes Europe and Middle East, 30 minutes all other international, 5 minutes for US Airways Shuttle flights) prior to scheduled departure time of the flight, even if the customer has already checked in for the flight either at a location designated for check-in or through web check-in.
- If the customer fails to occupy the seat reserved (for example, a no-show). A no-show on any leg of a round trip will result in automatic cancellation of the entire itinerary once the flight departs.
- If such action is necessary to comply with any governmental regulation, or to comply with any governmental request for emergency transportation in connection with national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond US Airways' control.
- If US Airways refuses to transport the customer for any of the reasons stated in Section 3 above.

Where there is a record that a reservation was cancelled (either by US Airways as stated above or by the customer) after a ticket for a confirmed seat was issued, the ticket may not be accepted for the flight specified. In that event, the customer will not be eligible for denied boarding compensation.

### **4.3 FAILURE TO USE FLIGHT COUPONS**

A customer who, due to a cancellation or delay of a flight or a voluntary change, does not fly a segment of his or her itinerary must notify US Airways of any alternate travel plans prior to the originally scheduled flight departure to avoid cancellation of remaining segments. Depending on the changes made and the ticket issued, additional charges, including a change fee or refunds, may apply.

### **4.4 24 HOUR HOLD POLICY**

US Airways will hold a customer's telephone reservation without payment or penalty, upon request, for a maximum period of 24 hours. This policy applies to domestic refundable as well as non-refundable fares.

A telephone reservation is defined as an itinerary or trip for which payment has not been received. Once a domestic ticket is purchased using a nonrefundable fare, the applicable fees will be collected for any itinerary change and refunds will not be issued.

### **4.5 PRE-ASSIGNED SEATS**

Seats assigned in advance are not guaranteed and form no part of the Terms of Transportation. Seat assignments may be subject to change and/or may be released for reassignment. Information regarding aircraft configuration, including the seat pitch and seat width for each aircraft type in our fleet, is available through authorized US Airways agents and the US Airways web site ([usairways.com](http://usairways.com)).

### **4.6 DIVIDEND MILES SEATS**

US Airways will publish an annual report of the number of seats that have been redeemed through the Dividend Miles program each year. Additional information on the Dividend Miles program, including award information, is available through the US Airways web site ([usairways.com](http://usairways.com)). Customers may request a brochure describing Dividend Miles procedures, rules, and restrictions by contacting the Dividend Miles Service Center.

## 5.0 TICKETS

### 5.1 TICKET VALIDITY

If a refundable ticket is not used for the flights and dates purchased, the value of the ticket, less any applicable fees, can be applied towards the purchase of another ticket for one year from the date of issue as indicated on the ticket. All travel must be completed within one year from original date of ticket issuance. Within one year from the original date of ticket issuance, all unused refundable tickets will expire, which means that the entire amount of the fare (including, without limitation, all fees, taxes, and charges) will be forfeited.

Unless otherwise specifically provided by the governing fare tariff, wholly unused nonrefundable tickets are valid and may be changed for one year from the date of issue, provided the customer has notified US Airways on or before the scheduled departure date if they do not plan to fly as ticketed due to a voluntary change, subject to any applicable fees. Partially used nonrefundable tickets are valid for one year from the date of issue, provided any voluntary changes are made and the ticket reissued on or before the scheduled date of departure, subject to any applicable fees. All travel must be completed within one year from original date of ticket issuance for both partially and wholly unused nonrefundable tickets. Within one year from the original date of ticket issuance, all unused nonrefundable tickets will expire, which means that the entire amount of the fare (including, without limitation, all fees, taxes, and charges) will be forfeited. Except as stated above, all nonrefundable tickets have no further value once the scheduled date of departure for any ticketed segment has passed and the customer has failed to travel on such ticketed segment, other than due to an oversale, a cancellation, or delay of the ticketed flight by the carrier. All unflown segments of such tickets are invalid and may not be applied toward the purchase of another ticket.

### 5.2 ALTERED, MUTILATED, AND INVALID TICKETS

A ticket which has not been validated or which has been altered is not valid. Flight coupons presented out of sequence may not be honored except as provided in section 4 above. Flight coupons presented without the corresponding customer receipt may not be honored.

Tickets are valid for travel only when used in accordance with all terms and conditions of sale:

- US Airways specifically prohibits the practices commonly known as:
  - “Back-to-Back Ticketing” – the combination of two or more round-trip excursion fares for the purpose of circumventing minimum stay requirements.
  - “Throw Away Ticketing” – the use of round-trip excursion fares for one-way travel.
  - “Hidden City/Point Beyond Ticketing” – the purchase of a fare from a point before the customer’s actual origin or to a point beyond the customer’s actual destination.
- Where a ticket is invalidated as a result of the customer’s non-compliance with any term or condition of sale, US Airways has the right in its sole discretion to:
  - Cancel any remaining portion of the customer’s itinerary,
  - Confiscate unused flight coupons,
  - Refuse to board the customer or check the customer’s baggage,
  - Assess the customer for the reasonable remaining value of the ticket which shall be no less than the difference between the fare actually paid and the lowest fare applicable to the customer’s actual itinerary, or
  - Cancel any Dividend Miles credits accrued as a result of non-compliant ticketing.

**5.3 TRANSFERABILITY OF TICKETS**

Tickets are not transferable unless otherwise specified. US Airways is not liable to the owner of a non-transferable ticket for honoring such ticket when presented by another person.

## 6.0 CHECK-IN

To help ensure on-time performance, US Airways requires that customers be present at the boarding gate or on the aircraft at least 15 minutes (60 minutes Europe and Middle East, 30 minutes all other international, 5 minutes for US Airways Shuttle flights) before the scheduled departure time of the flight even if the customers have already checked in for the flight at a location designated for such purpose. Failure to meet this requirement may result in cancellation of the customer's reservations and make the customer ineligible for denied boarding compensation.

If a customer with a seat assignment on US Airways does not obtain a boarding pass at least 30 minutes (60 minutes international) before the scheduled departure time, the customer's seat assignment (including those seat assignments on continuing or returning flights) may be subject to cancellation. This policy does not apply to US Airways Shuttle flights.

Passengers departing ATL/BUF/BWI/CLT/DFW/DEN/HNL/IAD/LAS/MCO/OGG/PHL/PIT/PHX/RNO/SEA must present themselves at the US Airways ticket counter no later than 45 minutes prior to departure; in all other cities, passengers must present themselves at the US Airways ticket counter no later than 30 minutes prior to departure. Passengers failing to comply will be reaccommodated on the next available US Airways flight.

It is US Airways' policy to close the aircraft doors five minutes prior to scheduled departure. This policy does not apply to US Airways Shuttle flights.

For customers who will be traveling on an international itinerary operated by one of US Airways' code-share partners, please see Section 15.0 for a discussion of rules that may differ from the rules described in this document.



## 7.0 FARES

### 7.1 GENERAL

US Airways offers customers the lowest fare for which they are eligible for the date, the flight, and the class of service requested at the time of booking through our reservations, airport, and city ticket office agents. Not all fares are available for all flights. Fares are subject to change without notice and are not guaranteed until a ticket is purchased. On certain discount fares, seating is limited and restrictions may apply. Some fares are only available through the internet. Further details concerning US Airways' discount fares are available from any authorized US Airways agent and through the US Airways web site ([usairways.com](http://usairways.com)).

Except as otherwise noted in the specific fare rule, transportation is subject to the rules in effect on the date of purchase, not on the date when a reservation is made. The applicable fares are those in effect for the date of travel requested.

### 7.2 ADDITIONAL COLLECTION

US Airways' fares are changed from time to time; however, no increase will be collected provided the flight(s) and date(s) are shown on the ticket or the prepaid ticket advice (PTA) and are not changed at the request of the customer.

US Airways' fares may not include certain ticketing, governmental, or airport-imposed per-customer charges or fees including airport-specific passenger facility charges, federal excise taxes on each flight segment (defined as a takeoff and landing), U.S. security fees including the September 11<sup>th</sup> Security Fee, U.S. departure, agricultural, immigrations, customs, and security charges on international flights, foreign airport arrival and departure charges, and other international charges and fees at international destinations.

In the case of voluntary changes, special charges may be applicable including, but not limited to, federal transportation taxes, special fare cancellation/change fees, returned check charges, fuel surcharges, passenger facility charges, U.S. security fees including the September 11<sup>th</sup> Security Fee, PTA service charges, terminal/airport charges, international departure/custom charges, and lost ticket service charges.

### 7.3 CONNECTING FLIGHTS

When a metropolitan area is served by more than one airport and the customer requires connecting service with arrival at one airport and departure from another airport, transportation between those airports must be arranged by and at the expense of the customer. Over the routes of US Airways, no more than three connections in each direction are permitted via any domestic published fare. This limitation does not apply to international published fares.

### 7.4 STOPOVERS

A stopover is a voluntary interruption in the customer's journey at an intermediate city which may result in the collection of a higher fare based on the sum of the local fares. A stopover occurs when a customer arrives 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 customer's earliest arrival at another city or the customer's destination.

In no event will a stopover occur when the customer departs from the intermediate city on a flight scheduled to depart within four hours (24 hours international) after the customer's arrival.

## 7.5 ROUTINGS

A fare applies only:

- To transportation via the intermediate cities specified by US Airways in connection with such fare. Any other routing may subject the customer to an additional charge.
- For transportation between the airports for which it is published. Tickets may neither be issued nor accepted for transportation that will either originate or terminate at an airport other than the airport for which the fares are published.

US Airways will advise customers at the time a reservation is made or at the earliest possible opportunity if the itinerary includes a scheduled or unscheduled change of aircraft on a single flight with the same flight number.

## 7.6 REROUTING WHEN ALLOWED

US Airways will reroute (transport to the same destination via a different routing) a customer at the customer's request and upon presentation of the ticket held by the customer or upon verification of electronic purchase. Additional charges may apply.

## 7.7 CHILDREN'S FARES

One child under two years of age, not occupying a seat and accompanied by a customer at least 18 years of age, will be transported without charge within the continental U.S. Accompanied children, younger than two years of age, traveling to an international destination may be required to pay a fare whether or not they occupy a seat. All other accompanied children under 12 years of age occupying a seat will be charged the appropriate fare. Children's fares may be available in some markets. Customers aged 12 and over will be charged the applicable adult fare.

Unaccompanied children at least five years of age and under 15 years of age will be charged the applicable adult fare. There will be a service charge for unaccompanied children aged five to 14 years of age. If two or more children from the same family are traveling together, only one such service charge will be assessed. Children will be considered to be members of the same family if they are siblings, half-siblings, or step-siblings.

See section 3.4, "Acceptance of Children," for details on US Airways' unaccompanied children program.



## 8.0 REFUNDS

### 8.1 VOLUNTARY (REFUNDS REQUESTED BY THE CUSTOMER)

No refunds will be made for “nonrefundable” tickets. No refunds will be made for other tickets after one year from the date of issue. Any applicable cancellation penalties and change fees will be assessed. Special refund rules apply for international travel.

When a customer requests that a “refundable” ticket (including electronic tickets) issued by US Airways or a ticket indicating US Airways in the itinerary be refunded, such refund will be made to the customer or to the purchaser, if such purchaser is identified on the ticket, as indicated below:

- If no portion of the ticket has been used, the refund will be the amount equal to that paid minus any associated ticketing fees.
- If a portion of the ticket has been used, the refund will be the amount equal to the remaining value after deduction of the applicable fare used from the amount paid minus any associated ticketing fees.

Any applicable change fee, cancellation penalty, or ticketing fee will be deducted from the refund amount.

For eligible tickets purchased by credit card, refund notifications will be sent to the applicable credit card company within seven business days after receipt of proper documentation. Eligible tickets purchased by credit card may only be refunded to the credit card used to purchase the ticket.

For eligible tickets purchased by cash or checks, refunds will be issued within 20 business days after receipt of proper documentation.

Third-party ticket discounters, including but not limited to discount travel web sites, may have their own policies regarding refunds of tickets. US Airways will not refund tickets purchased through third-party ticket discounters.

### 8.2 INVOLUNTARY (REFUNDS PROVIDED WHEN US AIRWAYS IS UNABLE TO ACCOMMODATE THE CUSTOMER)

In the event that US Airways is unable to provide a previously confirmed seat and US Airways is unable to reroute the customer either over the routes of US Airways or another airline, US Airways will refund as indicated below:

- If no portion of the ticket has been used, the refund will be the amount equal to that paid minus any associated ticketing fees.
- If a portion of the ticket has been used, the refund will be:
  - The amount equal to the lowest applicable one-way fare (50% of published round-trip fares) from the airport of interruption to the destination, based on the fare type used; or
  - When the original promotional fare type used in the purchase of the ticket is not available at any intermediate airport where an interruption occurs, the amount refunded will be the same proportion of the normal coach (Y) fare published from the airport of interruption to the customer’s original destination as the fare paid is of the normal coach (Y) fare between the point of origin and the stopover/destination. No refund will be applied if ground transportation is offered for part of the ticketed itinerary and accepted by the customer.

In no instance will the amount refunded be greater than the amount paid. US Airways will not refund a ticket which does not indicate a confirmed seat on US Airways unless the ticket was issued by US Airways.

**NOTE:** Special refund rules may apply for international travel.

Rules regarding eligibility for refunds and the documentation required are available from any US Airways ticket office or authorized US Airways agent.

### **8.3 LOST TICKETS**

When a customer loses all or part of a US Airways ticket, a Lost Ticket Application (LTA) may be filed and a replacement ticket issued provided specific guidelines have been met. A service charge will apply. If voluntary changes are made to the original itinerary, an additional collection of funds may also apply.

If a replacement is not issued because the guidelines have not been met, a new ticket must be purchased and an LTA completed. In the event the ticket is completely unused, US Airways will issue a refund according to the ticket's fare rules less the LTA service charge. If a ticket has been partially used, the customer may purchase a replacement ticket for that portion lost, file an LTA, and be refunded the price of the replacement ticket less the service charge and any fare increase due to voluntary changes made to the itinerary. US Airways must receive the LTA before the ticket has expired and lost all value. If a customer does not purchase a replacement ticket, the difference between the value of the used portion of the ticket and the price originally paid for the ticket may be refunded if the fare basis allows.

Lost ticket applications will be processed within 20 days of receipt but held up to 90 days to verify that the ticket has not been used. If more than one ticket is reported lost or stolen, a separate LTA must be filed for each ticket. A service charge will be assessed for each LTA filed.

If a lost ticket is found and returned to the US Airways Passenger Refund Department within 90 days from the date of the LTA, the service charge will be waived or refunded.

Refunds on a lost ticket will only be made provided that the lost ticket or lost portion of a ticket has not previously been honored for transportation or refunded to any person. US Airways will only make such a refund provided that the person to whom the refund is being made agrees to indemnify US Airways against any loss or damage which it may sustain by reason of such refund.

Lost ticket applications may be obtained at any US Airways ticket office or from an authorized US Airways agent.

### **8.4 OVERCHARGES**

Claims for overcharges must be accompanied by the customer coupon/receipt of the ticket issued by US Airways and must be made within one year from the date of purchase.

### **8.5 REFUND AUDITS**

Customer refunds are subject to audit. US Airways has the right to collect any moneys owed from the customer or any over-refunds made to the customer found as a result of the audit.



## **9.0 DELAYED AND CANCELLED FLIGHTS**

### **9.1 US AIRWAYS' RESPONSIBILITY FOR SCHEDULES AND OPERATIONS**

US Airways undertakes to use its best efforts to transport the customer and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of the terms of transportation. US Airways may 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. US Airways is not responsible or liable for making connections, for failing to operate any flight according to schedule, or for changing the schedule of any flight.

### **9.2 NOTIFICATION**

In the event of a flight delay, cancellation, or diversion, US Airways will provide the most current information available to customers in the airport or onboard an aircraft in a timely manner. Flight information may also be obtained through the US Airways web site ([usairways.com](http://usairways.com)) and the US Airways toll-free flight information number (1-800-94 FLIFO).

### **9.3 EXTENDED ONBOARD GROUND DELAYS**

US Airways defines a long delay as starting at one hour from the time an aircraft pushes back from the gate. After one hour, real-time, automated systems alert operations managers so that the airline can manage the situation quickly and with accurate information. While away from the gate, US Airways' flight crews communicate frequently with customers onboard the airplane. US Airways' flights may be returned to the gate at any point during a delay depending on each flight's specific situation. At three hours, information about the flight is escalated through US Airways' senior operations management for a decision about returning to the gate. Inputs into that decision-making are based on situation-specific factors such as customer safety and comfort, airport capabilities, and crew status.

For customers who will be traveling on an international itinerary operated by one of US Airways' code-share partners, please see Section 15.0 for a discussion of rules that may differ from the rules described in this document.

### **9.4 REBOOKING**

When a ticketed customer holding confirmed reservations on a flight will be delayed because of a schedule irregularity (whether a missed connection, flight cancellation, omission of a scheduled stop, substitution of equipment or a different class of service, or schedule change), US Airways will rebook the customer on its next available flight to the customer's ticketed destination without additional charge. If US Airways is unable to provide onward transportation, US Airways may attempt to rebook the customer on the next available flight of another airline with which US Airways has an agreement allowing the acceptance of each other's tickets.

### **9.5 ALTERNATE TRANSPORTATION**

If US Airways is not able to reroute customers on its flights or on another airlines' flights, US Airways may offer the customer ground transportation to the destination. If the customer does not accept the ground transportation offered, US Airways will refund the value of the remaining flight coupons to the stopover or destination.

## 9.6 AMENITIES/SERVICES FOR DELAYED CUSTOMERS

When a ticketed customer holds a confirmed reservation on a flight, US Airways may assume limited expenses incurred as a result of a flight cancellation or schedule irregularity resulting in a delay exceeding four hours as outlined below. US Airways may also provide special amenities and services which, in US Airways' judgment, are required by certain customers such as unaccompanied children, customers requiring special assistance, and customers with medical conditions, in order to maintain the safety, health, and welfare of such customers. Amenities will not be made available to a customer on any US Airways flight which is delayed or cancelled in the metropolitan area where the customer resides.

US Airways will provide a food voucher to customers whose flights have been cancelled or delayed for four hours or more, during normal meal times, when the delay is not due to Air Traffic Control, weather, or other circumstances beyond US Airways' control. The food voucher may be used at a restaurant in the airport or a hotel restaurant for customers who are also accommodated overnight. The value of the food voucher will vary according to whether it is for breakfast, lunch, or dinner.

In the event of a delay or cancellation, overnight accommodations will be arranged by US Airways, at their expense, for customers at connecting points whose flights are delayed or cancelled because of circumstances within US Airways' control for whom no alternate transportation is available. Overnight accommodations will not be provided for customers whose flights are delayed or cancelled due to circumstances beyond US Airways' control such as Air Traffic Control or weather. Overnight accommodations include a hotel and transportation to and from the hotel selected by US Airways. Food vouchers will be provided if the customer misses dinner and/or breakfast due to delay or cancellation.

In the unusual event that alternate transportation or overnight accommodations cannot be provided, US Airways will endeavor to provide for customers' comfort by making sure food is available and arranging for customers' trips to resume as soon as possible.

With respect to amenities made available by US Airways, including ground transportation and hotel accommodations, the vendor providing such service is not an agent, servant, employee, or in any manner under contract with US Airways to provide such goods and services. US Airways disclaims all liability for any acts or omissions of the vendor, its agents, servants, and employees resulting in personal injury or death or loss of or damage to property.

Information about US Airways' accommodations policies are available from authorized US Airways agents or on the US Airways web site ([usairways.com](http://usairways.com)).

For customers who will be traveling on an international itinerary operated by one of US Airways' code-share partners, please see Section 15.0 for a discussion of rules that may differ from the rules described in this document.

## 10.0 DENIED BOARDING

Upon request, US Airways will advise a customer if his/her flight is overbooked. When US Airways determines that there are not enough available seats on a flight to accommodate all customers holding confirmed reservations and tickets, US Airways will take the actions specified below regarding voluntary and/or involuntary denied boarding.

For customers who will be traveling on an international itinerary operated by one of US Airways' code-share partners, please see Section 15.0 for a discussion of rules that may differ from the rules described in this document.

### 10.1 VOLUNTARY

**Request for Volunteers:** US Airways will request customers to relinquish their seats voluntarily in exchange for compensation (monetary or travel credit) as determined by US Airways. The request for and selection of volunteers will be in a manner determined solely by US Airways. Because the selection of volunteers is based on a variety of factors, and because we may have more volunteers than we need, some volunteers may not be selected.

### 10.2 INVOLUNTARY

**Boarding Priorities:** If a flight is oversold and there are not enough volunteers, US Airways may be required to deny boarding involuntarily in accordance with the following:

- The last customer(s) to present him/herself (themselves) at the boarding gate may be denied boarding in the event of an overbooked flight.
- Boarding preference will be given to Dividend Miles members based on their status in the program and time of check-in.
- Special efforts will be made to never involuntarily deny boarding to customers requiring special assistance or unaccompanied minors.

### 10.3 TRANSPORTATION FOR CUSTOMERS DENIED BOARDING

US Airways will transport customers who have been denied boarding, whether voluntarily or involuntarily, on its next flight on which space is available at no additional cost to the customer. If US Airways is unable to provide onward transportation, US Airways will attempt to arrange for transportation for the customer on the next available flight of another airline, with which US Airways has an agreement allowing the acceptance of each other's tickets, at no additional cost to the customer.

### 10.4 COMPENSATION FOR FLIGHTS BETWEEN U.S. POINTS (INCLUDING PUERTO RICO AND U.S. VIRGIN ISLANDS AND CANADA)

#### A. Voluntary

US Airways will offer volunteers on flights between U.S. points (including Puerto Rico and U.S. Virgin Islands and Canada) a transferable voucher for a dollar discount that can be applied toward purchase of one ticket anywhere US Airways flies.

#### B. Involuntary

US Airways will offer a choice of one of the following types of compensation to customers denied boarding involuntarily on flights between U.S. points (including Puerto Rico and U.S. Virgin Islands and Canada):

- A transferable voucher for a dollar discount that can be applied toward purchase of one ticket to anywhere US Airways flies, or
- Cash compensation with the amount depending on the price of each passenger's ticket and the length of his or her delay. If US Airways can arrange alternate transportation that is scheduled to arrive at the passenger's destination within one hour of the planned arrival time of the oversold flight, no compensation is required. If the alternate transportation is scheduled to arrive between one and two hours after the planned arrival time of the oversold flight, the compensation equals 100% of the passenger's one-way fare to his or her next stopover or final destination with a \$400 maximum. If US Airways cannot meet the two-hour deadline, the compensation rate doubles to 200% of the passenger's one-way fare with an \$800 maximum. This compensation is in addition to the value of the passenger's ticket which he or she can use for alternate transportation or have refunded if not used.

## **10.5 COMPENSATION FOR NONSTOP INTERNATIONAL FLIGHTS EXCEPT FLIGHTS FROM AN EU MEMBER STATE**

### **A. Voluntary**

US Airways will offer volunteers on nonstop international flights (except flights from an EU member state) a transferable voucher for a dollar discount that can be applied toward purchase of one ticket anywhere US Airways flies.

### **B. Involuntary**

US Airways will offer a choice of one of the following types of compensation to customers denied boarding involuntarily on nonstop international flights except flights from an EU member state:

- A transferable voucher for a dollar discount that can be applied toward purchase of one ticket to anywhere US Airways flies, or
- Cash compensation with the amount depending on the price of each passenger's ticket and the length of his or her delay. If US Airways can arrange alternate transportation that is scheduled to arrive at the passenger's destination within one hour of the planned arrival time of the oversold flight, no compensation is required. If the alternate transportation is scheduled to arrive between one and four hours after the planned arrival time of the oversold flight, the compensation equals 100% of the passenger's one-way fare to his or her next stopover or final destination with a \$400 maximum. If US Airways cannot meet the four-hour deadline, the compensation rate doubles to 200% of the passenger's one-way fare with an \$800 maximum. This compensation is in addition to the value of the passenger's ticket which he or she can use for alternate transportation or have refunded if not used.

## **10.6 COMPENSATION FOR NONSTOP FLIGHTS FROM EUROPE**

### **A. Voluntary**

US Airways will offer one of the following types of compensation to volunteers on nonstop flights from Europe:

- A transferable voucher for a dollar discount that can be applied toward purchase of one ticket anywhere US Airways flies, or
- Cash compensation starting in the amount of 200 EUR.



## B. Involuntary

US Airways will offer one of the following types of compensation to customers denied boarding involuntarily on nonstop flights from Europe:

1. Customers reaccommodated on flights scheduled to arrive less than four hours after the scheduled arrival will be offered one of the following:
  - a. A transferable voucher for a dollar discount that can be applied toward purchase of one ticket to anywhere US Airways flies, or
  - b. Cash compensation in the amount of 300 EUR (or USD equivalent)
2. Customers reaccommodated on flights scheduled to arrive more than four hours after the scheduled arrival will be offered one of the following:
  - a. A transferable voucher for a dollar discount that can be applied toward purchase of one ticket anywhere US Airways flies, or
  - b. Cash compensation in the amount of 600 EUR (or USD equivalent)

## 10.7 WAIVER OF PAYMENT OF COMPENSATION

Denied boarding compensation payment may not be made if:

- The customer has not complied with the applicable time limit for presenting himself or herself at the boarding gate even if the customer has already checked in at another location.
- The customer is offered accommodations in a class of service on the aircraft other than that specified on his/her ticket (at no extra charge) except that a customer seated in a section for which a lower fare is charged shall be entitled to an appropriate refund.
- The flight for which the customer holds confirmed reserved space is unable to accommodate that customer because of the substitution of equipment of lesser capacity when required by operational or safety reasons.
- US Airways arranges comparable air transportation, or other transportation used by the customer at no extra cost to the customer, that at the time such arrangement is made, is planned to arrive at the airport of the customer's next stopover or, if none, at the airport of the final destination not later than one hour after the planned arrival time of the customer's original flight or flight(s).

## 11.0 BAGGAGE

For customers who will be traveling on an international itinerary operated by one of US Airways' code-share partners, please see Section 15.0 for a discussion of rules that may differ from the rules described in this document.

### 11.1 BAGGAGE ALLOWANCE

Effective April 23, 2009, for travel on or after July 9, 2009, US Airways will assess a \$15.00 fee for the passenger's first checked bag and a \$25.00 fee for the passenger's second checked bag when baggage fees are prepaid on [usairways.com](http://usairways.com) during check-in. Beginning April 23, 2009, passengers not prepaying for their baggage fees will be assessed a \$20.00 fee for their first checked bag and a \$30.00 fee for their second checked bag upon check-in at the airport ticket counter.

Beginning August 27, 2009, for travel between the United States, Canada, Caribbean, Mexico, and Central America on or after October 7, 2009, US Airways will assess a \$20.00 fee for a passenger's first checked bag and a \$30.00 fee for a passenger's second checked bag when baggage fees are prepaid on [usairways.com](http://usairways.com) during check-in. Beginning August 27, 2009, passengers not prepaying for their baggage fees will be assessed a \$25.00 fee for their first checked bag and a \$35.00 fee for their second checked bag upon check-in at the airport ticket counter.

Beginning August 27, 2009, for travel to or from a transatlantic destination on or after November 4, 2009, US Airways will assess a \$0.00 fee for a passenger's first checked bag and a \$50.00 fee for a passenger's second checked bag when baggage fees are prepaid on [usairways.com](http://usairways.com) during check-in. Beginning November 4, 2009, passengers not prepaying for their baggage fees will be assessed a \$0.00 fee for their first checked bag and a \$55.00 fee for their second checked bag upon check-in at the airport ticket counter.

Checked Baggage cannot exceed a weight of 50 pounds and dimensions of 62 inches in overall length, width, and height. Checked baggage exceeding the maximum quantity, weight, or size will be subject to an excess baggage charge.

An extra charge applies for additional, overweight, and/or oversized pieces. In no event will US Airways accept baggage that weighs more than 100 pounds and/or baggage with combined dimensions exceeding 81 inches. Special items such as pets, surfboards, bicycles, scuba equipment, etc. are not included in the customer's free baggage allowance and are subject to an extra charge.

Carry-on baggage must not exceed 45 dimensional inches/115 centimeters (14 x 9 x 22 in or 36 x 23 x 56 cm) or 40 lbs/18kg. All carry-on items (including small personal items and those exempt from the baggage count) must fit safely in approved carry-on locations:

- Valet Closet – 12.5L x 23W x 10.5H inches
- Overhead Stowage – 49L x 16W x 10H inches
- Underseat Stowage – 17L x 16W x 8H inches

Carry-on baggage allowance may be restricted due to lack of space.

**NOTE:** For free baggage allowance exceptions and excess baggage charges, please refer to the US Airways website ([usairways.com](http://usairways.com)) or ask a US Airways representative.



## 11.2 FRAGILE AND PERISHABLE ITEMS

US Airways will refuse to accept property for transportation that is not suitably packaged to withstand ordinary handling, that is of a size, weight, or character which renders it unsuitable for transportation on the particular aircraft to be used, or that cannot be accommodated without harming or annoying customers. Fragile and perishable items (see examples below) may be accepted if appropriately packaged in an original factory–sealed carton, mailing tube, container, or case designed for shipping such items, or packed with airline–approved protective material. However, fragile items without appropriate packaging may, at the sole discretion of US Airways, be accepted upon the execution of a release form furnished by US Airways releasing US Airways from liability for damage to, loss, or spoilage of contents, or delay in delivery resulting in damage to, loss, or spoilage of such items.

Examples of fragile and perishable items: glass, plastic, artistic items, pottery, wood, electronic/mechanical devices including computers with or without carrying case, flimsy garment bags, liquids, musical instruments, papers, food, plants, flowers, photographic equipment, toys, and unsuitably protected recreational and sporting goods.

## 11.3 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:

- **Firearms:** In accordance with Federal law, a customer who presents baggage containing a firearm must sign a declaration that the firearm is unloaded and placed in a suitable locked, hard–sided container before such baggage will be checked. Ammunition must be securely packed in durable fiber, wood, or metal boxes or in the manufacturer’s original package. Additional restrictions may apply for international travel.
- **Child Restraint Systems:** A child restraint system will be accepted for transportation in the customer cabin only if the restraint system can be stowed beneath the seat or in an approved overhead compartment or when an additional seat is reserved for the infant, a ticket is purchased, and the restraint system can be properly secured by the seat belt. The infant may not be secured in the restraint system during ground movement, takeoff, landing, or any other time when the “Fasten Seat Belt” sign is on unless such restraint system is government approved.
- **Seat Baggage:** When determined acceptable by US Airways, an item of baggage may occupy a seat (selected by US Airways) providing the customer 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.
- **Pet Animals:** US Airways does not accept animals for shipment in the cargo hold. US Airways will accept (for an extra charge) small dogs, small domestic cats, and small household birds for transportation in the customer cabin under the following conditions:
  - Reservations are made at least 24 hours before departure.
  - The animal is harmless, inoffensive, odorless, and requires no attention during transit.
  - The container must be approved by US Airways and able to fit underneath the seat in front of the customer traveling with the animal. (Maximum container size = 21” length x 16” width x 8” height.)

**NOTE:** Due to underseat space constraints, pets may not be permitted in the cabin on certain aircraft types.

  - Only one pet per customer and container is permitted, and the pet cannot be removed from the container during transit.

- In the event the animal becomes offensive or causes a disturbance during transit, the owner will be asked to deplane with the pet at the first en route stop.
- US Airways assumes no responsibility for the impaired health or death of the animal.
- Special additional restrictions may apply for international travel. The transportation of animals to some international destinations is prohibited.

#### **11.4 MILITARY BAGGAGE**

Military personnel who are on active duty status or who have been discharged within seven days qualify for free baggage allowance. Only the following agencies qualify for the military free baggage allowance: United States Department of Air Force, Department of Army, Coast Guard, Marine Corps, Department of Navy, and academies of the Air Force, Army, Coast Guard, Marine Corps and Navy. The standard maximum military free baggage allowance is three (3) checked bags and the standard carry-on allowance per passenger. Military passengers may check three (3) bags (free of charge) which exceed the 63 inch/157 cm dimension (but less than 81 inches/306 cm) and weigh 100 pounds/45 kg or less. All military personnel in uniform may use the First Class line to check in for their flight.

#### **11.5 RESTRICTED ARTICLES**

The following articles are classified as hazardous and must not be carried in baggage: compressed gases, corrosives (such as acids and wet batteries), explosives (such as fireworks and munitions), flammables (such as matches and lighter fuels), poisons, magnetic and radioactive materials, and all other items restricted by government regulations.

Certain articles are considered dangerous and are not permitted beyond the security screening checkpoint. These items include, but are not limited to, weapons, cutting instruments of any kind, ice picks, straight razors, metal scissors with pointed tips, metal nail files, corkscrews, baseball bats, golf clubs, pool cues, ski poles, and hockey sticks. US Airways assumes no liability for items lost, damaged, or confiscated as a result of security screening.

#### **11.6 BAGGAGE CLAIM LIMITS AND PROCEDURES**

Total liability for provable direct or consequential damages resulting from the loss, delay, or damage to baggage in US Airways' custody is limited as follows:

- A. for travel wholly between U.S. points, to \$3300 per customer
- B. For international travel (including the domestic portions of international flights) to which the Montreal Convention applies, US Airways' liability for loss, delays, or damage to baggage is limited to 1,000 Special Drawing Rights (approximately \$1,500) per passenger for checked and unchecked baggage.

Unless protection is purchased (excess valuation), and unless it is international travel to which the Montreal Convention applies, US Airways assumes no liability for valuable/commercial items including but not limited to: money, negotiable papers, securities, irreplaceable business documents, books, manuscripts, publications, photographic or electronic equipment, musical instruments, jewelry, silverware, precious metals, furs, antiques, artifacts, paintings and other works of art, lifesaving medication, and samples.

No action shall be maintained for any loss, damage, or delay of checked baggage, unless notice is given in writing to the airlines involved within 45 days (21 days international) from the date of incident and unless the action is commenced within two years from the date of the incident.

When US Airways has exercised the ordinary standard of care, it shall not be liable for delay in delivery of any perishables or for damage to or damage caused by fragile items, liquids, or perishables which are unsuitably packed and which are included in a customer's checked baggage, with or without US Airways' knowledge. US Airways may allow a customer to check fragile and/or perishable items that are unsuitably packed upon the execution of a Limited Liability Release Baggage Tag. US Airways assumes no liability for damage such as scratches, scuffs, dents, stains, cuts, and damage to wheels and retractable handles that result from normal wear and tear. When transportation is via US Airways and one or more airlines with different limitations of liability, the lowest maximum baggage liability limit will apply.

When responsibility for loss, damage, or delay cannot be determined in interline travel, US Airways will not be liable for the other airline's excluded items.

- **Excess Valuation:** Baggage liability is limited to those amounts set forth in the above terms unless an additional charge is paid. The excess valuation charges and maximum value allowed can be obtained from any US Airways ticket office. The additional protection (excess valuation) is not available for fragile or perishable articles which are not suitably packaged to withstand ordinary handling.
- **Responsibility:** US Airways assumes responsibility only for those claims arising from the transportation of baggage over its own routes. US Airways assumes no responsibility for property damage or loss resulting from customer security screening, incurred in customer waiting rooms or concourses, or for property not checked into US Airways' custody. All claims are subject to proof of value and loss.
- **Initial Notification:** Loss or damage to baggage must be reported to the local US Airways Baggage Service Office within four hours of arrival. Pilferage must be reported within 24 hours of arrival.
- **Delivery:** If US Airways fails to return checked baggage upon arrival at the destination, every effort will be made to return the checked baggage within 24 hours of the customer's arrival at the destination airport except that baggage will not be delivered to a residence after midnight, unless specifically requested, but will be delivered the following day.

Information on US Airways' policy on delayed baggage return is available from any authorized US Airways representative or the US Airways web site ([usairways.com](http://usairways.com)).

## **12.0 US AIRWAYS EXPRESS**

Subject to the following provisions and the specific constraints of the aircraft involved, all terms of transportation in this document apply to US Airways Express flights.

### **12.1 PET ANIMALS IN THE CABIN**

Small dogs, small domestic cats, and small household birds may be accepted for carriage, for an extra charge, in the cabins of most US Airways Express aircraft. US Airways Express assumes no responsibility for the impaired health or death of the animal.

### **12.2 CARRY-ON BAGGAGE**

Due to space limitations, carry-on baggage may not be permitted on some flights.



## 13.0 CUSTOMER COMPLAINTS

US Airways employees are empowered to address consumer issues appropriately and effectively at the time a concern arises at airports, city ticket offices, and through reservations.

The US Airways Office of Customer Relations will respond to written complaints within one to three days from receipt of the complaint. The Office of Customer Relations may be contacted via e-mail, letter, or fax. Include flight information, travel dates, ticket numbers, and the Dividend Miles account number.

**E-mail:**

Complaints may be sent via e-mail using the Contact US page on [usairways.com](http://usairways.com).

**Mailing Address:**

US Airways  
4000 E. Sky Harbor Blvd.  
Attn: Customer Relations  
Phoenix AZ 85034

**Fax:**

480-693-2300

## **14.0 DATA PROTECTION NOTICE**

US Airways is committed to protecting customer data in compliance with all applicable data privacy laws. During the ticketing process, US Airways collects data that is necessary for us to process the transaction such as name, billing address, telephone numbers, credit card information, and e-mail address. US Airways also collects data for other business purposes such as participation in the Dividend Miles program, accounting, and responding to written customer feedback. US Airways also collects data for government purposes such as security, safety, immigration, customs, public health, investigation of criminal acts, or lawful demands of a court of governmental agency. You consent to US Airways transmitting customer data within US Airways (which may include data transfer from EU Member States to the U.S.) or to government agencies (if required). US Airways will take appropriate measures to safeguard customer data.



## **15.0 CUSTOMERS TRAVELING ON INTERNATIONAL FLIGHTS OPERATED BY CODESHARE PARTNERS OF US AIRWAYS**

When US Airways is the marketing carrier on an international flight operated by one of US Airways' codeshare partners, US Airways accepts responsibility for the entirety of the codeshare journey for all obligations established in this document.

For a customer traveling on international flights operated by codeshare partners of US Airways, please visit the web site of the operating carrier or call US Airways Reservations at 800-428-4322 in order to inquire about rules of the operating carrier that may differ from US Airways' rules. Areas where there is a variance in the rules applied by some of the codeshare partners operating flights that are marketed by US Airways include the following:

- Check-in time limits
- Unaccompanied minors
- Carriage of animals
- Refusal to transport
- Oxygen service
- Irregular operations
- Denied boarding compensation
- Baggage acceptance, allowance, and liability

For links to the web sites of the operating carriers with whom US Airways codeshares, please click here: <http://www.usairways.com/awa/content/aboutus/alliances/codeshare.aspx>.