



# International Contract of Carriage

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To our Virgin America Guests:

Thank you for flying with us! The following **International Contract of Carriage** along with the information printed on e-ticket receipts, reservation confirmation, published schedule or on the Virgin America internet site is a contract between you, the Guest, and Virgin America. This International Contract of Carriage applies only to travel between the United States of America and points outside the United States; travel entirely within the United States of America is governed by Virgin America's Domestic Contract of Carriage.

By making a reservation for international travel and accepting transportation on Virgin America, you agree to the terms and conditions set forth in this International Contract of Carriage.

Virgin America is committed to providing you with the best possible experience throughout your journey. We have listed our **Guest Service Commitment** on our website at [www.virginamerica.com](http://www.virginamerica.com).

This document is available at all Virgin America locations if requested and is accessible through our website.



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# VIRGIN AMERICA

## **RULE 1 DEFINITIONS**

**Add on** means an amount published for use only in combination with other fares for the construction of through INTERNATIONAL FARES.

**Adult** means a person who has reached his/her fifteenth (15<sup>th</sup>) birthday as of the date of commencement of travel.

**Agreed Stopping Place** means scheduled stops between the original place of departure and the place of final destination. VX reserves the right to alter the “agreed stopping places” in the case of necessity without thereby depriving the transportation of its international character.

**Agreement on Measures to Implement the IATA Intercarrier Agreement** means the agreement entered into by members of IATA in order to implement the terms of the IIA.

**Animals** does not include reptiles, birds, poultry, or fish.

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

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

**Baggage or Bags** means all luggage, including suitcases, garment bags, tote bags, packages, camera and electronic bags, computer and equipment cases, briefcases, typewriters, and similar articles.

**Baggage Tag** means a document issued by VX solely for identification of checked baggage, a portion of which is affixed by VX to a particular article of checked baggage for routing purposes and a portion of which is given to the passenger for the purposes of claiming the baggage.

**Carriage** means the transportation of passengers and/or baggage by air, gratuitously or for hire, and all services of VX incidental thereto.

**Checked Baggage or Checked Bag** means baggage of which VX takes sole custody and for which VX has issued a baggage check and baggage tag(s).

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

**Circle Trip** means any trip, the ultimate destination of which is the point of origin, but which includes a stop at at least one other point, and which is not made via the same routing in both directions. No more than two (2) stopovers may be made in the fare construction. Two stopovers means one (1) stopover in addition to the stop permitted at the outward destination.

**Consequential Damages** means reasonable out-of-pocket expenses and other provable damages incurred by said passenger as the consequence of the loss, damage or delay in the delivery of such personal property.

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

**Co-terminal** means two or more relatively adjacent airports which, for the purposes of fare construction, will be considered the same point (*i.e.*, LAX/BUR/LGB/ONT/SNA, SFO/OAK/SJC).

**Days** means full calendar days, including Sundays and legal holidays, provided that, for the purpose of any required notification, the balance of the day upon which notice is given is not counted, and when the last day falls on Sunday or a legal holiday, such Sunday or legal holiday will not be counted.

**DOT Hazardous Materials Regulations** means the Hazardous Materials Regulations issued by the Pipeline and Hazardous Materials Safety Administration of the Department of Transportation in Title 49 of the Code of Federal Regulations, Parts 171 through 177 (49 CFR Parts 171-180).

**Fares Tariff** means Local Passenger Fares and Rules Tariff [IPRW], issued by Airline Tariff Publishing Company, Agent and reissues or supplements thereof.

**First Class** means the service on flights listed in VX's Official General Schedule as first class.

**Flight Segment** means the portion of the passenger ticket that indicates particular places between which the coupon is good for carriage.

**Force Majeure Event** means any condition beyond VX's control including, but not limited to, meteorological conditions, acts of god, riots, civil commotion, embargoes, wars, hostilities, disturbances or unsettled international conditions, actual, threatened or reported. Also, because of any delay, demand, circumstances or requirement due, directly or indirectly to such conditions, or any strike, work stoppage, slowdown, lockout or any other labor related dispute involving or affecting VX's service, or any government regulation, demand or requirement, or any shortage of labor, fuel or facilities of VX or others, or any fact not reasonably foreseen, anticipated or, predicted by VX. Passenger means any person, except members of the crew, carried or to be carried in an aircraft with the consent of VX.

**Full Adult Fare** means the one-way fares designated by fare class and code as shown in the table below whether specifically published or derived by construction.

**Governing Rules Tariff** means [IPRW], issued by the Airline Tariff Publishing Company, agent, reissues and supplements thereto.

**IATA** See International Air Transport Association.

**IATA Inter-carrier Agreement on Passenger Liability** means the agreement entered into by members of IATA on October 31, 1995, in order to take action to waive the limitation of liability on recoverable compensatory damages in Article 22, paragraph 1 of the Warsaw Convention as to claims for death, wounding or other bodily injury of a passenger within the meaning of Article 17 of the Convention.

**IIA** See IATA Inter-carrier Agreement on Passenger Liability.

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

**Interline** means any transportation which involves carriage via two or more carriers.

**Interline Passengers** are persons whose transportation involves carriage via two or more air carriers.

**International Air Transportation Association** means the world trade association of airlines which operate international services.

**International Transportation** means any transportation or other services, furnished by any carrier, which are included within the scope of the term “international transportation” as used in the Convention for the Unification of Certain Rules Relating to International Transportation by Air (Warsaw Convention) signed at Warsaw, October 12, 1929, or such convention applicable as amended, or the Convention for Unification of Certain Rules for International Carriage by Air (Montreal Convention), done at Montreal, May 28, 1999, whichever may be applicable to the transportation hereunder and to which the said Convention applies. For the purpose of determining the applicability of the term “international transportation”:

- a) Agreed Stopping Place. All stops between the original place of departure and the place of final destination scheduled by any carrier by air which participates in the transportation between such places, as shown in the schedules or time tables of such carriers shall constitute “agreed stopping places”; but each participating carrier reserves the right to alter the “agreed stopping places” in the case of necessity without thereby depriving the transportation of its international character; and
- b) Single Operation. Transportation to be performed by several successive carriers by air, arrangements for which are made in advance, is regarded as “a single operation” and shall be deemed “one undivided transportation” whether one or more tickets or other documents are issued to cover such transportation, and whether or not all such tickets or documents are issued prior to the commencement of such transportation; but this provision shall not be deemed to contain an exclusive definition of transportation which is regarded by the parties as “a single operation.”

**Jet Aircraft** means the following aircraft (and all series thereof): A-319 and A-320.

**Local Passengers** are those who are originating their travel or those who are on a stopover and are continuing their travel.

**Main Cabin** means the service listed in VX’s Official General Schedule as main cabin flights.

**Main Cabin Select** means the service on flights listed on VX’s Official General Schedule as main cabin select.

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

**MIA** See Agreement on Measures to Implement the IATA Inter-carrier Agreement.

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

**Military Passenger** means military personnel of the U.S. Military agencies who are on active duty status or persons who have been discharged from active military service within seven (7) days of the date of travel.

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

**Montreal Convention** means the unification of certain rules for international carriage by air, signed at Montreal on May 28, 1999, as amended from time to time.

**Off Peak** means the service on flights listed in VX's Official General Schedule as Off-Peak.

**On-Line** means air transportation wholly on the same carrier or, in case of substitute service carrier under the same two-letter OAG designator.

**Open-Jaw Trip** means any trip that is essentially of a round-trip nature, except that the outward point of departure and the inward point of arrival/the outward point of arrival and inward point of departure are not the same. Open jaws are allowed when the mileage of the open portion of the jaw is equal to or less than the mileage of the shortest leg traveled. The inward point of arrival and outward point of departure on an open-jaw are considered two stopovers.

**Outward Destination** means the point of stopover on the passenger's itinerary to which the highest normal one-way, full adult, first class or coach fare applies via the passenger's route of movement from passenger's point of origin. When the fares between the passenger's point of origin on the one hand and the first and second points of stopover on the other hand are equal, the outward destination shall be the passenger's last point of stopover.

**Passenger** means any person, except members of the crew, carried or to be carried in an aircraft with the consent of VX.

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

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

**Roundtrip** means any trip, the ultimate destination of which is the point of origin, and which is made via the same routing in both directions. Reservations for all segments of a trip for tickets issued at round trip fares must be confirmed in the same, single, PNR.

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

**Schedule Change –**

- a) The cancellation of a scheduled flight where no VX flight of comparable routing is available within 60 minutes of the original time of departure;
- b) A change in the schedule departure time of a VX flight which exceeds 60 minutes;
- c) A change in the routing of a scheduled VX flight which adds one or more stops to the original itinerary;
- d) A change in the routing of a VX scheduled flight that results in a scheduled arrival time more than 60 minutes later than the original scheduled arrival time; or
- e) Any change in the arrival time of a VX flight that results in a misconnection to any flight shown in the same reservation and ticket.

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

**Service Animal** means an animal that has been shown to have the innate ability to assist a person with a disability; or an emotional support animal. VX may require documentation for an emotional support animal on letterhead from a licensed mental health professional, including a medical doctor who is treating the passenger's mental health or emotional disability.

**Schedule Irregularities** means any delay or interruption in the scheduled operation; delay in scheduled departure or arrival; cancellation of a scheduled flight; omission of a scheduled stop; substitution of a different aircraft or a different class of service; or schedule changes that require rerouting passengers at the departure time of the original flight.

**Single Operation:** Transportation to be performed by several successive carriers is regarded as "a single operation" and deemed to be "one undivided transportation."

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

**Stopover** means a deliberate interruption of a journey by the passenger, agreed to in advance by VX, at a point between the place of departure and the place of destination.

**Team Member** means any employee or agent of VX acting in his or her capacity as a representative of VX. Team members include, but are not limited to, flight crew, reservation agents, and gate agents.

**Transit Passengers** are those onboard a flight at an en route stop, or a connecting passenger with a stopover, to/from other scheduled flights.

**Unaccompanied Minors** means children five (5) through fourteen (14) years old not accompanied on the same flight by a guardian or traveling companion who is at least fifteen (15) years of age.

**United States or United States of America** means the 50 federated states and the District of Columbia.

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

**VX** means Virgin America Inc.

## **RULE 2 ELECTRONIC FARE RULES**

**Standard Format for Electronic Rules** – Rule title/application (category \*\*). This category contains the rule title and defines the application of the rule, type of service (First, Coach, etc.), type of transportation (one way or roundtrip), type of journey (single open jaw, roundtrip, etc.) and applicability for use with joint fares, tour fares, and group fares. Provisions for capacity limitations, general rules which are not applicable, and miscellaneous information which is not category specific will also appear here. This category will appear with every rule with at least the rule title.

- A) **Eligibility** – (Category 1) – Intentionally left blank.
- B) **Day/Time** – (Category 2) – Intentionally left blank.
- C) **Seasonality** – (Category 3)
- 1) Unless otherwise specified in the fare rule, fares apply all year, at all times of day, and all days of the week.
  - 2) Any seasonal, day of week, and peak/off peak day or hour restrictions will apply only to the fare governed for each sector of travel.
  - 3) Restricted travel date and time restrictions apply to the scheduled date/time of a flight.
- D) **Flight Application** – (Category 4) – Intentionally left blank.
- E) **Advance Reservations/Ticketing** – (Category 5)
- 1) When advance reservation requirements are indicated, no reference is made as to which segments of a trip advance reservations apply, when the provisions refer to the entire trip. In such cases, ticket must indicate confirmed space for the entire journey.
  - 2) Passengers traveling at fares that require advance reservations and ticketing will be accommodated only on the flight for which they hold a confirmed reservation. However, if a passenger presents himself/herself at the ticket counter no later than two (2) hours after the scheduled departure time of the flight shown on the passenger's ticket, the passenger will be accommodated on a standby basis on the next flight.
- F) **Minimum Stay** – (Category 6) – Intentionally left blank.
- G) **Maximum Stay** – (Category 7) – Intentionally left blank.
- H) **Stopovers** – (Category 8)
- 1) The terminal point of a single open jaw shall be considered to be the point of turnaround.
  - 2) Two airports serving the same city are considered the same point.
- I) **Transfers** – (Category 9) – Intentionally left blank.
- J) **Permitted Combinations** – (Category 10) The following provisions apply to the combination of fares:
- 1) Fares may be combined end-on-end provided travel is via the point over which the fares have been combined.
  - 2) Neither circle trips nor open jaw trips may be constructed from published roundtrip fares unless it is stated that circle trips and/or open jaw trips are applicable in the specific fare rule.
  - 3) Unless specified otherwise, all travel must be entirely via VX.
  - 4) When combining fares, the most restrictive provisions of each sector will apply to the entire journey.
- K) **Blackout Dates** – (Category 11) Restricted travel dates, when applicable, apply per any one way travel. No segment of the trip may be flown on these days.

- L) **Surcharges** – (Category 12) This category will include any special surcharges (*i.e.*, holiday, peak, etc.) which must be added to the published fare. The surcharge provisions of each fare shall apply to the appropriate sector(s) over which the fare is assessed.
- M) **Accompanied Travel** – (Category 13) – Intentionally left blank.
- N) **Travel Restrictions** – (Category 14) – Intentionally left blank.
- O) **Sales Restrictions** – (Category 15) – Intentionally left blank.
- P) **Penalties** – (Category 16)
- 1) Unless otherwise specified, voluntary reroutings are permitted. Voluntary reroutings are defined as any changes in reservations of flights requested by a passenger.
  - 2) In case of voluntary rerouting involving a change of a totally unused ticket where the original fare no longer applies, the original ticket may be reissued and fare recalculated from point of origin using the fares and rate of exchange applicable at the time of reissue.
  - 3) In case of voluntary rerouting on any downline itinerary after departure, the fare and charges must be reassessed using fares, rules and rate(s) of exchange effective at the time that travel commenced from the point of origin.
  - 4) If voluntary rerouting is not permitted in the individual fare rule, the cancellation provisions shall apply whenever a passenger changes confirmed reservations voluntarily.
  - 5) Involuntary refunds are refunds made to the passenger when the passenger's trip is terminated before the passenger reaches the final destination shown on the ticket because of flight cancellation or omission of a scheduled stop.
- Q) **Higher Intermediate Point** – (Category 17) – Intentionally left blank.
- R) **Ticket Endorsements** – (Category 18) – Intentionally left blank.
- S) **Children Discounts** – (Category 19) – Intentionally left blank.
- T) **Tour Conductor Discounts** – (Category 20) – Intentionally left blank.
- U) **Agent Discounts** – (Category 21) – Intentionally left blank.
- V) **All Other Discounts** – (Category 22) – Intentionally left blank.
- W) **Miscellaneous Provisions** – (Category 23) Unless otherwise indicated, these fares may not be used for differential construction.
- X) (Category 24) – Currently not available.
- Y) (Category 25) – Currently not available.
- Z) **Groups** – (Category 26)
- 1) When it is indicated that the group must travel together, the group must travel in the same aircraft for all segments of the trip. However, when lack of seating accommodations or other operating conditions make it impossible for the passengers to travel as a single group, some members of the group will be carried on preceding or succeeding flights.
  - 2) Group size shall not be less than ten (10) passengers, and all groups must be booked via Virgin America reservations.

- AA) **Tours** – (Category 27) – Intentionally left blank.
- BB) **Visit Another Country** – (Category 28) – Intentionally left blank.
- CC) **Deposits** – (Category 29) If a reservation is made more than 45 days prior to departure, a payment deposit of \$100 per guest is due within seven (7) days after making the reservation; the remaining balance is due 45 days prior to departure.

## **RULE 5 APPLICATION OF CONTRACT**

A) This document is VX's International Contract of Carriage. It applies only to travel between points outside the United States of America and points within the United States of America. It states the terms upon which VX offers to transport each passenger on such itineraries. By purchasing a ticket for travel on VX, or by using a ticket purchased for you by someone else, you agree to be bound by each of these terms.

B) **Changes in Rules, Fares and Charges** – Except as otherwise provided within specific fare rules, transportation is subject to the rules, fares and charges in effect on the date on which the ticket is issued. For the purpose of this rule, purchase of a prepaid ticket advice (PTA) will constitute purchase and issuance of a ticket, provided that the PTA specifies the passenger's originating flight and date and is purchased in accordance with the reservations and ticketing requirements which apply to the fare. The provisions of this rule apply only to the passenger to whom the ticket was originally issued.

- 1) Where the ticket has been issued prior to the effective date of a tariff containing an increase in the applicable local or joint fare (whether effected through a change in the fare level, a change in conditions governing the fare, or a cancellation of the fare itself), the increase will not be collected, provided:
  - a) The originating flight coupon of the ticket was issued for a specific flight at a fare in effect on the date of ticket issuance, determined by the validation on the ticket.
  - b) Subsequent to the effective date of any increase in the applicable fare, the originating flight coupon is not voluntarily change in any way.
  - c) Flight coupons, other than the originating flight coupon, are not voluntarily changed to reflect a change in carrier/fare basis/origin/ destination/stopover points from those originally shown on the ticket.
- 2) Reference to tariffs, pages, rules, items and notes are continuous and include revisions, supplements thereto and reissues thereof.
- 3) VX will be responsible for the furnishing of transportation only over its own lines. When any carrier undertakes to issue a ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier (whether or not such transportation is part of a through service), such carrier will act only as agent for such other carrier and will assume no responsibility for the acts or omissions of such other carrier.
- 4) No team member or representative of VX may alter, modify or waive any provision of this tariff without the written authorization of a corporate officer. VX reserves the

right to change, delete or add to any terms of the contract at any time without prior notice.

- 5) Fares apply for travel only between the points for which they are published. Tickets may not be issued at fare(s) published to and/or from a more distance point(s) than the points being travelled, even when issuance of such tickets would produce a lower fare.
- 6) Should any provision in this tariff or in the ticket be determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, all other provisions shall nevertheless remain valid, binding and effective.
- 7) All tickets must be fully paid within 24 hours of booking or travel will be cancelled with no penalty. VX will not be obligated to honor a previously held fare if the fare is not paid in full within the 24 hour ticketing time limit. Provisions in Rules 60 (Reservations) and 65 (Tickets) apply unless noted to the contrary. If it is noted that "seats are limited," VX will limit the number of passengers carried on such fares. In addition, those fares will not necessarily be available on all flights in a specific market. Additional details may be found in Rule 61 (Capacity Limitations). Passengers traveling at fares that require advance reservations and ticketing will be accommodated only on the flight for which they hold a confirmed reservation. If a passenger misses their scheduled flight and they report to the airport within two hours of the flight's departure, they will be permitted to go standby for the next available flight at no additional charge. If the next available flight is fully booked, they may go standby on a "roll over" status on the next flight. Alternatively, passengers may fly confirmed standby for a service charge as set forth in Rule 135.

C) VX does not guarantee carriage on any particular type or make of aircraft and reserves the right to provide carriage on the aircraft or air carrier of its choice.

D) Arrival and departure times shown in VX's schedules, timetables, or elsewhere are not guaranteed and may be changed without notice.

E) Fares apply for travel only between the points for which they are published. Tickets may not be issued at fare(s) published to and/or from a more distant point(s) published to and/or from a more distant point(s) than the points being traveled, even when the issuance of such tickets would produce a lower fare. When through or connecting passengers enplane at an intermediate point between the origin and destination shown on their tickets, as may require evidence, such as boarding pass, or use of a preceding flight for the portion of the ticket from point of origin to intermediate point. Absent such evidence, VX may require additional fare collection from the passenger for any difference between the fare paid for the ticket from origin to destination and the fare which would apply from the intermediate boarding point to the destination.

F) **Erroneous Fares** – VX will exercise reasonable efforts to ensure that all fares it publishes are accurate and available for sale, but VX reserves the right to correct any erroneously published fare that VX did not intend to offer for sale. In the event that an erroneous fare is inadvertently published for sale and a ticket is issued at the erroneous fare before it has been corrected, VX reserves the right to cancel the ticket purchased and refund all amounts paid by the purchaser or, at the purchaser's option, to reissue the ticket for the correct fare.

G) **Overriding Law** – Insofar as any provisions contained or referred to in the ticket or in this tariff may be contrary to mandatory law, government regulations, order or requirements, such provisions shall remain applicable to the extent that it is not over-ridden thereby. The invalidity of any provision shall not affect any other part.

## **RULE 15 ELECTRONIC SURVEILLANCE OF PASSENGERS AND BAGGAGE**

The airport security checkpoint is intended to prevent or deter the carriage of weapons, explosives, incendiaries, or other deadly or dangerous weapons or material by passengers and other persons aboard an aircraft or into the sterile area. Passengers and their baggage are subject to inspection with an electronic detector or other inspection devices with or without the passenger's consent or knowledge.

## **RULE 20 TRANSPORTATION OF PASSENGERS WITH DISABILITIES**

### **A) Transportation of Passengers with Disabilities**

- 1) Wheelchairs – One onboard wheelchair will be made available on board each aircraft at all times.
- 2) Upon request, collapsible Guest wheelchairs will be accepted for up to two Guests and placed inside protective bags and stowed in the belly of the aircraft, on a first-come, first-served basis. (For wheelchairs that have batteries, see notes below). All other assistive devices (*i.e.*, braces, crutches, canes, scooters and walkers) may be carried on board and will not count as a personal item. Canes must be stowed on the floor at the passenger's seat so as not to impede an evacuation.
- 3) Wheelchairs and other assistive devices that cannot be accommodated in the cabin or overhead storage bins will be transported as priority checked baggage at no charge to the passenger.
- 4) Wheelchairs and other assistive devices will take precedence over other passenger baggage. In the event that other passenger baggage is unable to be transported, such baggage will be transported on the next available flight to the passenger's destination.

B) **Passengers Requiring Attendants** – VX may require an attendant for any passenger if VX determines that an attendant is essential for that person's safety. VX will use the following criteria in assessing whether a passenger requires an attendant:

- 1) Is there a mental disability that makes the passenger unable to comprehend or respond appropriately to safety instructions including the briefing?
- 2) Is there a mobility impairment so severe that the passenger is unable to assist in his or her own evacuation of the aircraft?
- 3) Is there a severe hearing or severe vision impairment such that the passenger cannot establish some means of communication with team members?

If VX determines that the passenger requires an attendant, but the passenger believes that he/she is capable of traveling without an attendant, VX may require an attendant – either a VX team

member or other attendant selected by VX, or an attendant selected by the passenger. In this situation, VX will not charge for the transportation of the passenger's attendant.

C) **Other Equipment** – Incubators and stretchers are not permitted in the aircraft for passenger use nor may they be carried on board; however, they may be used per the passenger's physician's direction prior to departure and upon arrival at either connecting or destination locations. VX allows certain passenger oxygen concentrators (POCs) as set forth in Rule 50. However, the passenger, traveling companion, or attendant is responsible for setting up the POCs for use on board the aircraft. The oxygen bottles on board are for use by the crew only in accordance with an aircraft and medical emergencies.

D) **Allergies** – VX recognizes that some passengers are allergic to nuts, and that exposure to nuts can result in dire or even fatal consequences for passengers with the most severe allergies. VX cannot guarantee an environment free of any allergens, including peanuts, peanut dust, peanut oil, or peanut remnants. Passengers with severe allergies should advise VX prior to travel.

E) **Battery Operated Wheelchairs** – Battery-operating wheelchairs/mobility aids are permitted on VX aircraft, subject to size constraints of the cargo door. Wheelchairs/mobility aids will not be transported if it exhibits evidence of previous leakage or damage. Batteries are classified as either "spillable" or "non-spillable." As used herein, spillable batteries include those batteries that lack required "non-spillable" labeling by the manufacturer. VX has a limited number of battery packaging units available at each ticket counter, which are available to passengers on a first-come, first-served basis. All batteries must, upon visual inspection (including removal, if necessary, by a qualified team member), reveal no obvious defects. Non-spillable batteries must be marked by the manufacturer as "non-spillable" batteries. Batteries lacking non-spillable manufacturer labeling and spillable batteries that cannot remain in an upright position must be removed from the wheelchair/mobility aid. If necessary, a qualified team member will be made available to assist the passenger in removing the battery. The battery must be transported in strong, rigid packaging under the following conditions:

- 1) The packaging must be leak-tight and impervious to battery fluid. An inner liner may be used to satisfy this requirement if there is absorbent material placed inside the liner and the liner has a leak-proof closure;
- 2) The battery must be protected against short circuits, secured upright in packaging, and be packaged with enough compatible absorbent material to completely absorb liquid contents in the event of rupture of the battery; and the packaging must be labeled with a corrosive label, marked to indicate proper orientation, and marked with the words "battery, wet, with wheelchair."

F) **Other Conditions**

- 1) VX will refuse to accept a passenger who is unable to sit in a seat with seatbelt fastened.
- 2) Passengers with a disability who, in the event of an emergency, would not be able to perform the necessary safety-related tasks, will not be permitted to occupy seats in designated emergency exit rows, in over-wing emergency exit rows, or where the ventral stair may have to be used as an emergency exit.
- 3) VX will accept the determination of a person with a disability as to self-reliance.

- 4) VX will provide the following types of assistance to passengers with disabilities upon request:
  - a) Assistance with registration at the check-in counter;
  - b) Assistance in proceeding to the boarding area;
  - c) Assistance in boarding and deplaning;
  - d) Assistance in stowing and retrieving baggage;
  - e) Assistance in moving to and from an aircraft lavatory;
  - f) Assistance in proceeding to the general public area or, in some cases, to a representative of another operator;
  - g) Transferring a person between a mobility aid and the person's passenger seat;
  - h) Provide limited assistance with meals and inquire periodically during a flight about the person's needs; and
  - i) Brief individual passengers with disabilities and their escorts on emergency procedures and the layout of the cabin.
- 5) Reservations should be made at least forty-eight (48) hours in advance of travel, advising the carriers as to the nature of the disability and assistance required, so that arrangements can be made. Notwithstanding the foregoing, VX will accommodate passengers with disabilities who do not make their reservations 48 hours in advance of travel, except where U.S. DOT Regulations (14 C.F.R. Part 382) allow 48 hour notice and VX has chosen to so require, in which case VX will make reasonable efforts to accommodate such passengers.

#### **RULE 25 REFUSAL TO TRANSPORT – LIMITATIONS OF CARRIER**

VX may refuse to provide transportation to any passenger, or to remove any passenger from its aircraft in certain situations, including, but not limited to, the following:

A) Whenever such action is necessary to comply with any government regulation, security directive or any governmental request for emergency transportation in connection with the national defense or other requisition for space.

B) Any passenger who refuses a search of person or property for explosives or for deadly, controlled, or dangerous weapons, articles, or substances.

C) Any passenger who is traveling across any international boundary if:

- 1) The travel documents of the passenger are not in order;
- 2) For any reason, such passenger's embarkation from, transit through, or entry into any country from, through, or to which such passenger desires transportation would be unlawful.

D) Any passenger who refuses on request to produce positive identification. VX shall have the right, but not be obligated, to require positive identification of person(s) purchasing ticket(s) and/or presenting a ticket(s) for the purpose of boarding aircraft.

E) **Comfort and Safety**

- 1) Any passenger whose conduct is disorderly, offensive, harassing, abusive or violent, who:

- a) Commits or threatens to commit any act which would be detrimental to the safety of any VX flight and/or its passengers or team members.
  - b) Appears to be intoxicated or under the influence of illegal drugs.
  - c) Attempts to, or has been known to attempt to, interfere with any member of the flight crew.
  - d) Refuses to obey instructions from any flight crew member or to comply with Federal Regulations or security directives.
- 2) Any passenger who is not wearing both top and bottom apparel. Further, clothing that is offensive or might interfere with the safety of the flight or safety of other passengers is prohibited.
  - 3) Any passenger over the age of five (5) who is not wearing shoes, unless for medical reasons.
  - 4) On the basis of safety and security, or when the transportation of a passenger would violate government regulations.
  - 5) When such action is necessary or advisable due to weather or other conditions beyond VX's control (including, but without limitation to, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities or similar disturbances), including the need to restrict seating capacity.
  - 6) Any passenger who, in the sole judgment of VX, previously engaged in conduct intended to defraud VX, including, but not limited to, in the purchase of or claims regarding tickets, baggage and elevate credits.
  - 7) Any passenger who fails to comply with this tariff.
  - 8) Any passenger who is unwilling to comply with seating requirements under the additional seat purchase policy as specified in this contract of carriage. Failure to enforce or willingness not to enforce its additional seat purchase policy for a passenger traveling on a given flight does not preclude VX from requiring such passenger to purchase two seats on a subsequent flight.
  - 9) Any passenger who requires medical oxygen during flight. Oxygen is a compressed gas and is classified as a restricted article that may not be carried by a passenger(s) aboard aircraft. VX does not provide medical oxygen on any of its aircraft. Oxygen is provided on an emergency basis only. However, passengers may bring aboard approved portable oxygen concentrators which do not contain compressed gasses or other hazardous materials. In enforcing these refusal to transport guidelines, VX will fully comply with applicable regulations for the transport of passengers with disabilities, including but not limited to the following:
    - a) VX will not limit the number of qualified passengers with disabilities on a flight.
    - b) VX will not require a medical certificate, or impose any condition, restriction or requirements for a passenger with a disability that would not be imposed on a passenger without a disability.
    - c) VX will not refuse to transport a qualified passenger with a disability solely because the disability results in appearance or involuntary behavior that may offend, annoy or inconvenience crew members or other passengers. All passengers are asked to refrain from engaging in any conduct that would

authorize VX to refuse transport under these refusal to transport guidelines. The sole recourse of any passenger refused carriage or removed en route for any reason specified in this section shall be recovery of the refund value of the unused portion of his or her ticket as provided in the denied boarding compensation section below. As an express precondition to the issuance of any refund, VX shall not be responsible for damages based on the refusal to transport of any kind whatsoever.

- 10) VX reserves the right to require a medical clearance from the medical authorities if travel involves any unusual risk or hazard to the passenger or to other passengers (including, in cases of pregnant passengers'; or their unborn children).

**RULE 30 GROUND TRANSFER SERVICE** -- VX does not maintain, operate or provide ground transfer service between airports or between airports and city centers.

**RULE 32 PERSONAL DATA** – The passenger recognizes that personal data has been given to VX for the purposes of making a reservation for carriage, obtaining ancillary services, facilitating immigration and entry requirements, and making available such data to government agencies. For these purposes, the passenger authorizes VX to retain such data and to transmit it to its own offices, other carriers, or the providers of such services, in whatever country they may be located.

**RULE 35 SMOKE FREE SERVICE** – Smoking is not allowed on any VX flights. Safety laws prohibit the tampering with, disabling, or destruction of any smoke detector in an aircraft lavatory.

**RULE 40 TAXES** – Any tax or other charge imposed by government authority and collectible from a passenger will be in addition to the published fares and charges. This includes, in the case of travel to and from Mexico, a no immigrant fee, or DNI, which applies to all travelers other than diplomats and Mexican nationals traveling with a Mexican passport. Guests who believe they are exempt from the DNI may request a reimbursement by submitting appropriate documentation to: Virgin America Guest Relations, P.O. Box 4271, Burlingame, CA 94011.

**RULE 45 ADMINISTRATIVE FORMALITIES – PASSPORTS, VISAS AND TOURIST CARDS**

A) **Compliance with Regulations** – VX asks that passengers determine and comply with all laws, regulations, orders, demands, instructions, or travel requirements of countries to be flown from, into, or over, and with all rules, regulations, and instructions of VX. VX shall not be liable for any aid or information given by any agent or team member of VX to any passenger in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements, or instructions, whether given orally, in writing, or otherwise, or for the consequences to any passenger resulting from his/her failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements or instructions.

B) **Passports and Visas**

- 1) Each passenger desiring transportation across any international boundary will be responsible for obtaining all necessary travel documents and for complying with all government travel requirements. The passenger must present all exit, entry and other documents required by the laws, and, unless applicable laws provide otherwise, shall indemnify VX for any loss, damage, or expense suffered or incurred by VX by reason of such passenger's failure to do so. VX is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision. VX reserves the right to refuse carriage to any passenger who has not complied with applicable laws, regulations, orders, demands, or requirements or whose documents are not complete. VX shall not be liable for any aid or information given by any agent or team member of VX to any passenger in connection with obtaining such documents or complying with such laws, whether given orally or in writing or otherwise.
- 2) Subject to applicable laws and regulations, the passenger agrees to pay the applicable fare whenever VX, on government order, is required to return a passenger to his point of origin or elsewhere due to the passenger's inadmissibility into or deportation from a country, whether of transit or of destination. The fare applicable will be the fare that would have been applicable had the original ticket designated the revised destination on the new ticket. Any difference between the fare so applicable and the fare paid by the passenger will be collected from or refunded to the passenger as the case may be. VX may apply to the payment of such fares any funds paid by the passenger to the VX for unused carriage, or any funds of the passenger in the possession of VX. The fare collected for carriage to the point of refusal or deportation will not be refunded by VX, unless the law of such country requires that such fare be refunded.

C) **Customs Inspection** – If required, the passenger must attend inspection of his baggage, checked or unchecked, by Customs or other government officials. VX accepts no responsibility toward the passenger if the latter fails to observe this condition. If damage is caused to VX because of the passenger's failure to observe this condition, the passenger shall indemnify VX therefore. VX shall not be liable to the passenger for any aid, assistance, data, or other information provided to government agencies, including, but not limited to, customs, which are involved in border controls of any country pertaining to passenger or passenger's travel.

D) **Government Regulation** – No liability shall be attached to VX if VX, in good faith, determines that what it understands to be applicable law, government regulation, demand, order or requirements, requires that it refuse and it does refuse to carry a passenger.

## **RULE 50 PREPLANNED OXYGEN SERVICE**

A) VX accepts certain carry on portable oxygen concentrators (POCs). POCs which have been labeled as tested in accordance with U.S. Federal Aviation Administration (FAA) standards and which FAA has identified as approved may be used in the cabin as discussed below. A POC which is not one of the named POCs and/or which does not bear this label may not be used in the cabin, but may be transported as an assistive device.

B) A POC is a machine that takes normal ambient air and, using a series of sieves, filters, and a compressor, removes nitrogen from the air, increasing the oxygen content.

C) VX will only accept for carry-on the following POCs, which have been approved by the FAA:

- 1) AirSep Freestyle
- 2) AirSep Lifestyle
- 3) Delphi RS-00400
- 4) Inogen One
- 5) Invacare XP02
- 6) Invacare SOLO2
- 7) Respironics EverGo
- 8) SeQual Eclipse
- 9) Devilbiss Healthcare IGO
- 10) International Biophysics Lifechoice
- 11) Inogne One G2
- 12) Oxlife LLC Independence

D) Passengers traveling with a POC are required to present a physician's statement with the following information:

- 1) Signature on physician's letterhead.
- 2) Travel is within one year from the physician's signature date.
- 3) Notation which phases of flight (taxi, takeoff, cruise, landing, etc.) oxygen use is medically necessary. Passengers are responsible for bringing an adequate number of fully charged batteries to power the POC for no less than 150% of the maximum flight duration as, unfortunately, sources suggest that aircraft electrical outlets may not be reliable sources of power for electronic respiratory assistive devices, and, thus, out of concern for our passengers, VX does not permit passengers to use power outlets to use or charge these devices.

## **RULE 55 LIABILITY OF CARRIER**

A) VX shall be liable under Article 17 of the Warsaw Convention or Montreal Convention, whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:

- 1) VX shall not be able to exclude or limit its liability for damages not exceeding 113,100 special drawing rights for each passenger.
- 2) VX shall not be liable for damages to the extent that they exceed 113,100 special drawing rights for each passenger if VX proves that:
  - a) Such damage was not due to the negligence or other wrongful act or omission of VX or its servants or agents; or
  - b) Such damage was solely due to the negligence or other wrongful act or omission of a third party.
- 3) VX reserves all other defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to such claims including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that VX shall not

invoke Articles 20 and 22(1) of the Warsaw Convention in a manner inconsistent with paragraphs (1) and (2) hereof.

- 4) With respect to third parties, VX reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity.
- 5) VX agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the passenger.

B) In cases of bodily injury or death, VX shall make an advance payment where VX determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a passenger as provided in the following paragraphs:

- 1) Unless a dispute arises over the identity of the person to whom an advance payment shall be made, VX shall, without delay, make the advance payment to the passenger in the amount or amounts determined by VX in its sole discretion. In the event of a death of a passenger, the amount of the advance payment shall not be less than 16,000 special drawing rights, which shall be paid to a representative of the passenger's next of kin eligible to receive such advance payment as determined by VX in its sole discretion.
- 2) VX shall make the advance payment as an advance against VX's liability under the Warsaw Convention or the Montreal Convention, whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the passenger.
- 3) VX, in making an advance payment, does not waive any rights, defenses, or limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to any claim on behalf of the passenger, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.
- 4) VX, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be voluntary contribution or contractual payment on the part of VX.
- 5) VX may recover an advance payment from any person where it is proven that VX is not liable for any damage sustained by the passenger, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.

C) VX shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:

- 1) VX shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.
- 2) Airport, air traffic control, security, and other facilities or personnel, whether public or private, not under the control and direction of VX are not servants or agents of VX and VX is not liable to the extent the delay is caused by these kinds of facilities or personnel.
- 3) Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the Warsaw and Montreal Conventions, whichever may apply. They include

foreseeable compensatory damages sustained by a passenger and do not include mental injury damages.

- 4) VX reserves all defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to claims for damage occasioned by delay, including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention. Under the Montreal Convention, the liability of VX for damage caused by delay is limited to 4,694 special drawing rights per passenger. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.

D) VX is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage, as provided in the following paragraphs:

- 1) The liability of VX is limited, in most cases, to 1,131 special drawing rights for each passenger in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked, under the Warsaw Convention or the Montreal Convention, whichever may apply. Unless the passenger proves otherwise:
  - a) all baggage checked by a passenger shall be considered to be the property of that passenger;
  - b) a particular piece of baggage, checked or unchecked, shall not be considered to be the property of more than one passenger; and
  - c) unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.
- 2) In the case of unchecked baggage, VX is liable only to the extent the damage resulted from its fault, or that of its servants or agents.
- 3) VX is not liable for destruction, loss, damage, or delay of baggage not in the charge of VX, including baggage undergoing security inspections or measures not under the control and direction of VX.
- 4) VX reserves all defenses and limitations available under the Warsaw and Montreal Conventions, whichever may apply, to such claims including, but not limited to, the defense of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention, and the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that VX shall not involve Article 22(2) and (3) of the Warsaw Convention in a manner inconsistent with paragraph 4(A) hereof. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention, whichever may apply.

E) Under the Warsaw Convention and the Montreal Convention, whichever may apply, an action for damages must be brought within two years, and a complaint must be made to VX within seven calendar days in the case of damage to baggage, and 21 calendar days in the case of delay thereof.

F) Notwithstanding the normal carrier liability, as contained in this rule, the limit of liability will be waived for claims involving the loss of, damage to, or delay in the delivery of assistive devices (i.e., mobility aids), when such items have been accepted as checked baggage or

otherwise. In the event that an assistive device is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the assistive device.

## **RULE 60 RESERVATIONS**

### **A) Confirmation of Reserved Space**

- 1) General – A ticket will be valid only for flight(s) for which reservation(s) shall have been made, and only between points of origin and destination and via the routing designation thereon.
- 2) Confirmation of Space – A reservation for space on a given flight is valid when the availability and allocation of such space is confirmed in VX's reservation system. Subject to payment or satisfactory credit arrangement, a validated ticket will be issued indicating such confirmed space, unless an earlier advance ticketing deadline is imposed by the applicable fare rule, the reservation must be paid for and ticketed at least sixty (60) minutes before posted departure time. All passengers must be checked in at least thirty (30) minutes prior to departure for U.S. domestic flights and sixty (60) minutes for international flights. All passengers must be available in the boarding area at least fifteen (15) minutes prior to departure for U.S. domestic flights and thirty (30) minutes for international flights. Recommended check-in times are as follows: ninety (90) minutes for U.S. domestic flight departures and two (2) hours for international flight departures. Because not all passengers holding confirmed reservations usually use those reservations, VX may intentionally confirm a greater number of reservations for a flight than there are seats available in the aircraft. In that event, VX's obligation to the passenger is governed by Rule 87 (Denied Boarding Compensation). A passenger who obtains a ticket that reflects confirmed space on a specific flight and date shall be regarded as having confirmed reserved space even if no other record of the reservation can be found.
- 3) Seat Allocation – VX does not guarantee allocation of any particular space in the aircraft.

### **B) Cancellation of Reservations**

- 1) VX may cancel reservations and seat assignments of any passenger when necessary to comply with any governmental regulation or request for emergency transportation in connection with the national defense, or when necessary or advisable by reason of weather or other conditions beyond VX's control.
- 2) Failure to Occupy Space – If the passenger fails to occupy space which has been reserved for him/her and VX fails to receive notice of cancellation of the reservation prior to departure of the flight, or if VX cancels the reservation of any passenger in accordance with the rule, VX may, in addition, cancel all reservations and seat assignments held by such passenger for continuing or return space. If a passenger must change his/her itinerary, he/she must contact VX prior to departure to determine how this may affect the ticket and remaining travel. If a passenger does not show up for any reason for a flight noted on a ticket, VX may cancel his/her reservations and seat assignments on subsequent flight segments.
- 3) If a passenger is holding duplicate reservations on a flight for the same time, date and name, reservations, including downline space, may be subject to cancellation.

VX is not liable in the event that one or more of the duplicate reservations are cancelled.

- 4) Airport Check-In Time Limits – VX has the right to cancel reservations of any passenger who fails to present himself/herself within the following time limits preceding posted departure time of applicable flights. Passengers must adhere to the following minimum times:
  - a) All passengers must be checked in at least thirty (30) minutes prior to the departure for U.S. domestic flights and sixty (60) minutes for international flights. If a passenger fails to check in prior to the specified time, VX may cancel that reservation and all subsequent segments for continuing or return flights and the fare or elevate points redeemed for all such reservations will be forfeited.
  - b) Reservations and seat assignments may be cancelled if passenger fails to be checked in and available for boarding in the boarding area at least fifteen (15) minutes before the posted departure time on VX for domestic flights and thirty (30) minutes for international flights.

NOTE: The time limits provided by VX in this rule are minimum time requirements. Due to federal security screening measures in place at airports, passenger processing time may differ from airport to airport. It is the passenger's responsibility to ascertain the departure airport's time requirements for security screening so that they comply with VX minimum time limits.

- 5) VX is not liable when it cancels the reservation of any passenger in accordance with this rule, but if the reservation was cancelled pursuant to paragraph (1) above, Rule 80(B) (Flight Delays/Cancellations) will apply.

## **RULE 61 CAPACITY LIMITATIONS**

VX may limit the number of passengers carried on any one flight at fares governed by rules making reference hereto. Such fares will not necessarily be available on all flights. The number of seats available on a given flight will be determined by VX's best judgment as to the anticipated total passenger load.

## **RULE 65 TICKETS**

### **A) General**

- 1) Tickets are not transferable. No person shall be entitled to transportation except upon presentation of a valid ticket. Such ticket shall entitle the passenger to transportation only between points of origin and destination and via the routing designated thereon.
- 2) Tickets purchased from VX through our reservation call centers will cost an additional \$20.00 USD per passenger, per itinerary. Any added cost associated with purchasing tickets from VX through the reservation call centers will be non-refundable.
- 3) No passenger shall be considered confirmed until full payment has been received.
- 4) Prohibited Practices:

- a) Use of coupons from two or more tickets issued at roundtrip fares for the purpose of circumventing applicable tariff rules is not permitted. VX and travel agents are prohibited from issuing tickets commonly referred to as “Back-to-Back Ticketing” under such circumstances when there is obvious intent to abuse and/or misuse restricted roundtrip fares.
- b) The purchase and use of roundtrip tickets for the purpose of one-way travel only, known as “Throwaway Ticketing,” is prohibited by VX.
- c) Fares apply for travel only between the points for which they are published. Tickets may not be purchased and used at fare(s) from an initial departure point on the ticket which is before the passenger’s actual point of origin of travel or to a more distant point(s) than the passenger’s actual destination being traveled, even when the purchase and use of such tickets would produce a lower fare. This practice is known as “Hidden Cities Ticketing” or “Beyond Point Ticketing” and is prohibited by VX. NOTE: For this instance, co-terminals are considered to be the same point.
- 5) Prior to the start of travel, VX reserves the right to collect additional taxes and fees imposed by a government entity after a reservation is confirmed and paid.
- 6) VX reserves the right to adjust fares and may do so at varying intervals with no prior notice. Passengers who confirm a reservation with payment, or as allowable under the “24-hour hold policy” section, are guaranteed that particular fare. In the event of a fare increase after the time of confirmation, the passenger may travel on the originally confirmed reservation without additional payment. If the fare decreases, a passenger may change their reservation to receive the new fare, however a change fee will apply.
- 7) Change Fees – The chart below illustrates our change fees for flights on VX. The fees listed are in addition to any applicable fare difference between the original flight and the new flight at the same date or different date. If the flight change results in a credit, after the applicable fees are deducted, the amount credited will be placed in a VX credit file valid for use towards new purchase for 12 months from the issuance date.

<b>Class of Service</b>	<b>Change Fee for Tickets Purchased via <a href="http://www.virginamerica.com">www.virginamerica.com</a></b>	<b>Change Fee for Tickets Purchased via Call Center, Airport or Travel Partners</b>
Changes within Main Cabin	\$75.00	\$100.00
Changes within Instant Upgrade to Main Cabin Select	\$75.00	\$100.00
Changes from Main Cabin to Instant Upgrade to Main Cabin Select	\$75.00	\$100.00
Changes involving Fully Refundable Main Cabin	No charge	No charge
Changes involving Main Cabin Select	No charge	No charge
Changes involving First Class	No charge	No charge

- 8) If a ticket was purchased with points from a passenger’s Elevate account and a change is requested, the ticket must be cancelled and rebooked to the requested change. There is a \$75.00 USD redeposit fee regardless of class of service.
- 9) If a reservation is changed within 24 hours from the time the original booking was made, VX will refund any difference due to the passenger via the original form of payment and no fee will be charged. Difference in fare may apply.
- 10) Making a change to a reservation may result in receiving a “credit file” for future travel on VX, less any applicable fees.
- 11) Unless a reservation indicates otherwise, a credit file for future travel is valid for transportation for twelve (12) months from date of initial use, or if unused, for twelve (12) months from date of cancellation.
- 12) A passenger cancelling a reservation will be entitled to travel credit for future travel on VX less any applicable fees. The travel credit is valid within twelve (12) months from the date of cancellation.
- 13) The chart below illustrates our cancellation fees for flights on VX. When a flight is cancelled, the cancellation fee will be deducted from the total balance and then the remaining balance will be credited to a travel credit valid within twelve (12) months from the date of cancellation.

<b>Class of Service</b>	<b>Cancellation Fee for Tickets Purchased via <a href="http://www.virginamerica.com">www.virginamerica.com</a></b>	<b>Cancellation Fee for Tickets Purchased via Call Center, Airport or Travel Partners</b>
Cancellation of Main Cabin	\$75.00	\$100.00
Cancellation of Instant Upgrade to Main Cabin Select	\$75.00	\$100.00
Cancellation of Fully Refundable Main Cabin	No charge	No charge
Cancellation of Main Cabin Select	No charge	No charge
Cancellation of First Class	No charge	No charge

- 14) Passengers who have credits in fully refundable main cabin or main cabin select may contact the call center if they prefer a refund to their original form of payment.
- 15) If a travel credit is not used to book an itinerary within twelve (12) months from the date of change or cancellation, or refunded requested to original form of payment for fully refundable main cabin and main cabin select, all travel credit is forfeited.
- 16) If a ticket was purchased with points from a passenger’s Elevate account, and a flight is cancelled, a redeposit fee will be assessed. There is a \$75.00 USD redeposit fee regardless of class of service.
- 17) Most fares for travel on VX are non-refundable. Fares may only be refunded if the passenger has purchased a fully refundable main cabin fare, the fully refundable main cabin select fare or under circumstances described in the “involuntary refunds” section or the specific fare rules.
- 18) If a reservation is cancelled within 24 hours from the time the original booking was made, VX will refund the amount paid, via the original form of payment and no fee will be charged.

- 19) In certain extenuating circumstances, a refund may be given. In these limited circumstances, itineraries paid with a credit card will be refunded within seven (7) days of the refund authorization and cash refunds will be honored within twenty (20) days.
- 20) VX uses electronic-tickets (“E-tickets”) exclusively, which include a confirmation code. Passengers are required to present their confirmation code for transportation. In the event a passenger does not have a confirmation code at check in, a VX team member will assist in locating the confirmation code using the passenger’s name, government-issued identification, and, if needed, valid credit card. In the event the passenger does not present the confirmation code and no record is located by VX, VX has the right, in its sole discretion, to deny transportation.

B) **Ticket Validity** – Unless the ticket indicates otherwise, tickets for transportation on VX tickets are valid for one year from the date of issuance. An unused non refundable ticket may be applied to a credit file for future travel on VX, less any applicable fees, provided the unused ticket is cancelled before departure; an unused refundable ticket may be applied to a credit file or refunded in the original form of payment, at the discretion of the passenger, provided the unused ticket is cancelled prior to the flight’s departure. Credit for future travel is valid for transportation for one year from date of issuance.

VX will exercise reasonable efforts to ensure that all fares it publishes are accurate and available for sale, but VX reserves the right to correct any erroneously published fare that VX did not intend to offer for sale. In the event that an erroneous fare is inadvertently published for sale and a ticket is issued at the erroneous fare before it has been corrected, VX reserves the right to cancel the ticket purchase and refund all amounts paid by the purchase or, at the purchaser’s option, to reissue the ticket for the correct fare.

#### **RULE 75 CURRENCY OF PAYMENT**

Except as otherwise provided below, fares and changes are payable in any currency acceptable to VX. The provisions of this rule are subject to applicable exchange laws and government regulations.

- A) Payment of fares or fees for travel originating in the U.S. or purchased on the Virgin America website shall be in U.S. currency.
- B) For guests departing from Mexico to the United States, additional charges (like baggage fees) are published in U.S. dollars and will fluctuate based on the Mexican currency exchange rate. Also, an 11% tax is assessed on these additional charges.
- C) Payment of fares and fees for travel originating in Mexico may be made via the Virgin America website or at the Virgin America call center and all such payments shall be in U.S. currency. Fees paid at the airport in Cancun or San Jose del Cabo shall be made by credit card only and will be in US currency.

#### **RULE 80 REVISED ROUTINGS, FAILURE TO CARRY AND MISSED CONNECTIONS**

VX will use its best efforts to carry the passenger and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of this contract. VX may, without notice, substitute alternate carriers or aircraft, and may alter or omit stopping

places shown on the ticket in case of necessity. Schedules are subject to change without notice. VX is not responsible or liable for making connections or for failing to operate any flight according to schedule or for changing the schedule for any flight.

**A) Revised Routing**

- 1) VX will reroute at a passenger's request upon presentation of the ticket or portion thereof then held by the passenger, however, VX shall be required to exchange/reroute only between points on the original ticket which it serves.
- 2) Endorsement for Purpose of Rerouting – Except as provided in Section (B) (Flight Delays/Cancellation), VX will endorse the ticket, or portion thereof, then held by the passenger for the purpose of rerouting if the request is made prior to the scheduled departure of the flight on which the passenger holds a reservation.
- 3) Fare Applicable to Rerouting or Change in Destination
  - a) Passengers may request that the routing and/or ultimate destination designated on his/her ticket be changed in accordance with Paragraph (b) below, provided that travel has not commenced.
  - b) Except as otherwise provided in Section (B) (Flight Delays/ Cancellation), the fare and charges applicable when rerouting or changing ultimate destination at the passenger's request prior to departure from the originating city named in the original ticket, shall be the fare and charges at the current fare level. Any difference between the fare and charges so applicable and the fare and charges applicable to the original ticket issued to the passenger will be collected from or refunded to the passenger, as the case may be. **EXCEPTION:** Any residual value left in a non-refundable ticket will be converted to an electronic travel voucher (credit file) issued to the passenger for travel on VX for use with bookings made within twelve (12) months following the change. If the fare rules permit a refund to the original form of payment in lieu of issuance of a credit file, a refund may be requested by contacting the reservation call center. **NOTE:** The applicable fare and charges will be those in effect on the date the rerouting or change in ultimate destination is entered on the passenger's ticket.
- 4) Waiver of Service Charge for Upgrades – A passenger holding a one-way nonrefundable fare which is subject to a change/cancel fee may upgrade to a higher class of service, without a change fee, between the same pair of points provided this is done prior to departure. The passenger may upgrade to a higher class of service by paying the difference in fare or by paying the day of departure upgrade fees.

**B) Flight Delays/Cancellations**

- 1) VX will endeavor to carry passengers and their baggage with reasonable dispatch; however, times shown in timetables, advertisements, or elsewhere are not guaranteed and form no part of this tariff. VX may, without notice, substitute alternate carriers or aircraft and, if necessary, may alter or omit stopping places included in the passenger's original flight itinerary. Schedules are subject to change without notice. VX is not responsible for or liable for failure to make connections, or to operate any flight according to schedule, or for a change to the schedule or any flight according to schedule, or for a change to the schedule of any flight. Under no circumstances

shall VX be liable for any special, incidental or consequential damages arising from the foregoing. In the event of any force majeure event, VX may, without notice, cancel, terminate, divert, postpone or delay any flight or the right of carriage or reservation of traffic accommodations without liability except to issue an involuntary refund. The involuntary refund will be made in the original form of payment in accordance with involuntary refund rules for any unused portion of the ticket. VX will also reserve the right to determine if any departure or landing should be made without any liability except the aforementioned involuntary refund.

- 2) Options of Passengers – The provisions of this rule apply only to passengers who have a valid ticket reflecting a confirmed reservation on a flight which he/she does not use due to schedule irregularity.
- 3) Definitions: Schedule Irregularity Means – any delay or interruption in the scheduled operation; delay in scheduled departure or arrival; cancellation of a scheduled flight; omission of a scheduled stop; substitution of a different aircraft or a different class of service; or schedule changes that require rerouting passengers at the departure time of the original flight. EXCEPTION: Schedule irregularity does not include Force Majeure Events set forth in paragraph (1) above.
- 4) VX Options for Schedule Irregularity
  - a) Transport passenger on another of its flights on which space is available at no additional charge; or
  - b) Refund the unused portion of the ticket in an amount determined in accordance with VX's provisions upon surrender of the unused portion of the ticket.
- 5) Change in Schedule – When a ticketed, confirmed passenger will be delayed because of a change in VX's airline schedule, VX will arrange to:
  - a) Transport passenger on an alternate VX flight to the passenger's destination in the same class of service at no additional charge; or
  - b) Refund.

## **RULE 87 DENIED BOARDING COMPENSATION**

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

### **A) Definitions**

- 1) Destination – means the airport at which the direct or connecting flight, on which the passenger holds confirmed reserved space, is scheduled to arrive or some other airport servicing the same metropolitan area that is served by the former, provided that transportation to the other airport is accepted by the passenger.
- 2) Carrier – means (a) an air carrier, except a helicopter operator, holding a certificate issued by the U.S. Department of Transportation authorizing the transportation of persons, or (b) a foreign route air carrier holding either exemption authority or a permit issued by the U.S. Department of Transportation authorizing the transportation of persons.
- 3) Confirmed Space – means space on a specific date, flight and class of service that has been requested by a passenger and that VX or its agent has verified by

appropriate notation on the ticket or in any other manner provided by VX's rules, as being reserved for the accommodation of the passenger.

- B) In the event of an oversold flight, VX will solicit volunteers for denied boarding compensation. Passengers who are voluntarily denied boarding will be offered accommodation on a case-by-case basis, to be determined in the sole discretion of VX team member staffing the flight. Accommodation may include, but is not limited to, rebooking on another flight (either VX or another carrier) to the same destination airport or same metropolitan area, travel credits, hotel, or other accommodations.
- 1) When a flight is oversold and volunteers have not been found, VX will involuntarily deny boarding to the last passengers to check in for the flight.
  - 2) No compensation is due to passengers who are voluntarily denied boarding and rebooked on a flight planned to arrive within one hour of their original planned arrival time.
  - 3) No compensation is due to passengers who did not fully comply with VX's reservation and check-in requirements, or cannot be accepted for transportation under the rules set forth in Rule 25.
  - 4) No compensation is due to passengers who are involuntarily denied boarding if VX substitutes a smaller-capacity aircraft for operational or safety reasons. Passengers will be accommodated on the next available flight.
- C) Passengers who are involuntarily denied boarding and are rebooked on a flight for international air transportation will receive a travel credit or compensation as follows:

0 to 1 hour arrival delay.	No compensation.
1 to 4 hour arrival delay.	200% of one-way fare (but no more than \$650).
Over 4 hours arrival delay.	400% of one-way fare (but no more than \$1,300).

- D) **Notice Provided Passengers** – The following written notice shall be provided all passengers who are denied boarding involuntarily on flights on which they hold confirmed reserved space:

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

**Volunteers and Boarding Priorities**

If a flight is oversold (more passengers hold confirmed reservations than there are seats available), no one may be denied boarding against his or her will until airline personnel first ask for volunteers who will give up their reservation willingly, in exchange for compensation 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 Virgin America: involuntary denied boarding will be based on order of check-in with the last guest checking in being the first to be involuntarily denied boarding.

**Compensation for Involuntary Denied Boarding**

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

- (1) you have not fully complied with the airline's ticketing, check-in and reconfirmation requirements, or you are not acceptable for transportation under the airline's usual rules and practices;
- or

- (2) you are denied boarding because the flight is canceled; or
- (3) you are denied boarding because a smaller capacity aircraft was substituted for safety or operational reasons; or
- (4) on a flight operated with an aircraft having 60 or fewer seats, you are denied boarding due to safety-related weight/balance restrictions that limit payload; or
- (5) you are offered accommodations in a section of the aircraft other than specified in your ticket, at no extra charge (a passenger seated in a section for which a lower fare is charged must be given an appropriate refund); or
- (6) the airline is able to place you on another flight or flights that are planned to reach your next stopover or final destination within one hour of the planned arrival time of your original flight.

**Amount of Denied Boarding Compensation**

*Domestic Transportation*

Passengers traveling between points within the United States (including the territories and possessions) who are denied boarding involuntarily from an oversold flight are entitled to:

- (1) No compensation if the carrier offers alternate transportation that 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;
- (2) 200% of the fare to the passenger’s destination or first stopover, with a maximum of \$650, if the carrier offers alternate transportation that is planned to arrive at the passenger’s destination or first stopover more than one hour but less than two hours after the planned arrival time of the passenger’s original flight; and
- (3) 400% of the fare to the passenger’s destination or first stopover, with a maximum of \$1,300, if the carrier does not offer alternate transportation that is planned to arrive at the airport of the passenger’s destination or first stopover less than two hours after the planned arrival time of the passenger’s original flight.

0 to 1 hour arrival delay.	No compensation.
1 to 2 hour arrival delay.	200% of one-way fare (but no more than \$650).
Over 2 hours arrival delay.	400% of one-way fare (but no more than \$1,300).

*International Transportation*

Passengers traveling from the United States to a foreign point who are denied boarding involuntarily from an oversold flight originating at a U.S. airport are entitled to:

- (1) No compensation if the carrier offers alternate transportation that 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;
- (2) 200% of the fare to the passenger’s destination or first stopover, with a maximum of \$650, if the carrier offers alternate transportation that is planned to arrive at the passenger’s destination or first stopover more than one hour but less than four hours after the planned arrival time of the passenger’s original flight; and
- (3) 400% of the fare to the passenger’s destination or first stopover, with a maximum of \$1,300, if the carrier does not offer alternate transportation that is planned to arrive at the airport of the passenger’s destination or first stopover less than four hours after the planned arrival time of the passenger’s original flight.

0 to 1 hour arrival delay.	No compensation.
1 to 4 hour arrival delay.	200% of one-way fare (but no more than \$650).
Over 4 hours arrival delay.	400% of one-way fare (but no more than \$1,300).

*Alternate Transportation*

“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.

### **Method of Payment**

Except as provided below, the airline must give each passenger who qualifies for involuntary denied boarding compensation a payment by cash or check for the amount specified above, on the day and at the place the involuntary denied boarding occurs. If the airline arranges alternate transportation for the passenger's convenience that departs before the payment can be made, the payment shall be sent to the passenger within 24 hours. The air carrier may offer free or discounted transportation in place of the cash payment. In that event, the carrier must disclose all material restrictions on the use of the free or discounted transportation before the passenger decides whether to accept the transportation in lieu of a cash or check payment. The passenger may insist on the cash/check payment or refuse all compensation and bring private legal action.

### **Passenger's Options**

Acceptance of the compensation may relieve Virgin America 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.

Reference: TITLE 14--AERONAUTICS AND SPACE CHAPTER II--OFFICE OF THE SECRETARY, DEPARTMENT OF TRANSPORTATION (AVIATION PROCEEDINGS) PART 250--OVERSALES--Table of Contents Sec. 250

## **RULE 90 REFUNDS**

A) **Involuntary** – In the event a refund is required because of VX's failure to operate on schedule or refusal to transport, the following amounts will be offered to passengers for travel credit or refund:

- 1) If the reservation is totally unused, the full amount will be credited or refunded (with no service charge or penalty).
- 2) If the reservation is partially used, the applicable fare for the unused segment(s) will be credited or refunded.

B) **Voluntary** – When Rules 25 (Refusal to Transport), 200 (Acceptance of Children), or 80(B) (Flight Delays/Cancellation) are not applicable, VX will, at the request of the passenger, and upon surrender of the unused portion of this ticket, including the passenger receipt, subject to any restrictions contained in applicable fare rules, refund to the passenger on the following basis:

- 1) If a reservation is cancelled within 24 hours of booking, VX will refund the amount paid, via the original form of payment and no fee will be charged.
- 2) In certain extenuating circumstances a refund will be given. In these limited circumstances, itineraries paid with a credit card will be refunded within seven (7) days of the refund authorization and cash refunds will be honored within twenty (20) days.

C) **Refunds Involving Foreign Currency** – VX reserves the right to refuse to make any refund in a currency other than that used in the purchase or in a country other than that at which payment was made.

## **RULE 97 ACCEPTANCE OF BAGGAGE AND SPECIAL ITEMS**

Ticketed passengers may check baggage for carriage in the cargo compartment of the aircraft and/or may carry baggage on board the aircraft, subject to the provision of this rule.

A) **General Acceptance** – The United States and other governments require that baggage tendered for transportation either as checked baggage or as carry-on baggage will be subject to inspection for security reasons. Passengers and their baggage are subject to inspection with an electronic detector or other inspection devices with or without the passenger's consent or knowledge. If items unacceptable for carriage as determined by government authorities, their designees or per this tariff are found, the passenger or the passenger's baggage may be denied transportation.

- 1) **Acceptable Articles** – VX will accept for transportation as checked or carry-on baggage those items or personal property which are necessary or appropriate for the use of the passenger for their trip. These articles must be enclosed in a sturdy, durable container suitable for transportation by air (*i.e.*, suitcases, clothing bags, trunks, etc.). Cardboard boxes and other nonstandard suitcases will be accepted but must be checked with a limited liability release tag affixed to them.
  - 2) **Unacceptable Articles** – The following items may not be transported in checked baggage:
    - a) fresh or frozen foodstuffs, floral and nursery stock, cut flowers and similar items of a perishable nature; and
    - b) cash, cash equivalents, securities, negotiable instruments, irreplaceable documents, jewelry, silverware, precious metals, samples, works of art, computers, electronic equipment, photographic equipment and any other item that cannot be easily replaced if lost or damaged.
  - 3) **Acceptance of Properly Packaged Fragile Articles** – VX will accept fragile items as checked baggage only if, in VX's sole determination, the items are packaged in an original factory-sealed carton, cardboard mailing tube, a container or case designed for shipping such items, or packed with protective internal materials sufficient to protect the items from damage during ordinary handling, and are otherwise suitable for transport under these rules. Fragile items include, without limitation, mechanical items, glass, musical instruments or equipment, photographic/cinematographic equipment, precision items (*e.g.*, microscopes, oscilloscopes and similar precision equipment), fragile and recreational or sporting goods, and any item not otherwise listed which, by its nature or packaging, is subject to damage during its carriage as checked baggage notwithstanding the carrier's exercise of ordinary care.
  - 4) **Identification of Fragile, Perishable, or Precious Items** – Passengers must identify all fragile, perishable, or precious items contained in any baggage tendered to VX for carriage at the time of check in.
  - 5) **Minimum Check-In Requirements** –For all international passengers, baggage must be checked in at the airport no later than sixty (60) minutes before departure. Checked baggage must have an identification tag, legibly bearing the passenger's name and contact information, to be placed on the outmost side of the bag or container. Security rules provide that no passenger may check in their baggage on any flight for which he/she does not hold a confirmed reservation.
- B) **Carry-on Baggage** – Each passenger is allowed to carry on board one piece of carry-on baggage and one personal item. This is in accordance with VX's FAA-approved carry-on baggage program. Please see the Transportation Security

Administration (TSA) website at [www.tsa.gov](http://www.tsa.gov) for TSA’s most current permitted and prohibited carry-on items.

- 1) Dimensions and Weight – Carry-on baggage is limited to a maximum of 16 pounds and the dimensions may not exceed an outside linear measurement of 50 inches. For example, 10 inches in height plus 16 inches in width plus 24 inches in length equal an acceptable 50-inch linear measurement. The carry-on bag must be able to fit comfortably in an overhead bin or under the seat in front of you, so as to not obstruct the evacuation process during an emergency. Overhead bin passenger space is limited, so please plan accordingly. Any baggage exceeding the above limitations will be handled as a checked bag. An additional fee may apply if you are over the number and weight allotment granted for check-in.
- 2) Child Restraint Seats – A child restraint seat may be used on board the aircraft as long as the child restraint displays an FAA Certification sticker on the back panel of the seat as described in the “Acceptance of Passengers” section above.
- 3) Assistive Devices – Any assistive devices such as crutches, canes, and walkers may be carried on board and will not count as a personal item. Canes must be stowed on the floor at the passenger’s seat so as not to impede an emergency evacuation.
- 4) Collapsible Wheelchairs – Wheelchairs will be priority checked and retrieved at the destination city. Please see the “Acceptance of Passengers” section above for more details.
- 5) Medication and Currency – Essential medication and/or currency should always travel on the passenger’s person and should never be checked.
- 6) Musical Instruments – Large, oversized items or musical instruments may be secured in a passenger cabin seat, and the passenger will be charged the applicable fare for that seat. Maximum weight for such items is 180 pounds. Small instruments may be carried on board if space permits. If a cabin seat must be utilized, passengers will be charged the applicable fare for that seat.

**C) Checked Baggage**

- 1) Baggage Allowance – VX will accept assistive devices and certain other devices at no additional charge. These items include but are not limited to: wheelchairs, walkers, car seats, strollers, and portable children’s playpen type devices, such as the Graco “Pack ‘N Play.”

All other checked baggage for main cabin passengers for travel to and from Mexico will follow the chart below, excluding interline itineraries:

<b>Baggage Allowance*</b>	<b>Baggage Fee</b>	<b>Interline Baggage Fee**</b>
1 <sup>st</sup> Checked Bag (up to 50 lbs.)***	No charge	No charge
2 <sup>nd</sup> Checked Bag (up to 50 lbs.)	\$25.00	No charge
3 <sup>rd</sup> – 10 <sup>th</sup> Checked Bag (up to 50 lbs.)	\$25.00	\$100.00
Overweight Checked Bag (51-70 lbs.)	Applicable checked baggage fee plus \$50.00	

Overweight Checked Bag (71-100 lbs)	Applicable checked baggage fee plus \$100.00	Not accepted
Oversize Checked Bag (Over 62 inches)	Applicable checked baggage fee plus \$50.00	

**\*Exceptions to Mexico Baggage Allowance:**

Main Cabin Select and Instant Upgrade to Main Cabin Select passengers are entitled to check one (1) piece of baggage up to 50 pounds\*\*\* and one (1) piece of baggage up to 50 pounds free of charge. All other checked baggage follows the policies highlighted above.

First class cabin passengers may check one (1) piece of baggage up to 50 pounds\*\*\* and one (1) piece of baggage up to 50 pounds. All other checked baggage follows the policies highlighted above.

\*\*\*70 lbs. accepted on 1<sup>st</sup> bag through Oct. 28, 2011

**\*\*Exceptions to interline baggage policy:**

Interline guests traveling on Virgin America before or after connecting with El Al Airlines: Main Cabin and Main Cabin Select guests may check two (2) pieces of baggage up to 50 pounds. First Class guests may check three (3) pieces of baggage up to 50 pounds. All other checked baggage following the policies highlighted above.

Interline guests traveling on Virgin America before or after connecting with Qatar: All guests may check on (1) piece of baggage up to 70 pounds and one (1) piece of baggage up to 50 pounds. All other checked baggage follows the policies highlighted above.

Interline guests traveling on Virgin America before or after connecting with V Australia or South African Airways: Main Cabin and Main Cabin Select guests may check on (1) piece of baggage up to 70 pounds and one (1) piece of baggage up to 50 pounds. First Class guests may check two (2) pieces of baggage up to 70 pounds. All other checked baggage follows the policies highlighted above.

- 2) Dimensions – The dimensions of a checked bag may not be any larger than an outside linear measurement of 62 inches. The height plus the width plus the length cannot exceed 62 inches. Oversized baggage exceeding the 62-inch maximum will require a charge of \$50.00 USD per bag in addition to the checked bag fee. Checked baggage cannot exceed 80 linear inches.
- 3) Excess Weight Charges – The fee for bags 2-10 weighting more than 50 up to 70 pounds is \$50.00 USD per bag in addition to the checked bag fee. The fee for bags 1-10 weighting more than 70 up to 100 pounds is \$100.00 per bag in addition to the checked bag fee. Interline passengers may not check in a bag weighing more than 70 pounds. Any bag weighing more than 100 pounds will not be accepted for check in at the airport. The passenger will be directed to call the local freight facility.

- 4) Exceptions – Sporting equipment which does not carry a service charge may be substituted for another piece of checked baggage per the checked baggage policy. Hanging garment bags, sample bags and bags with an outside length, width and height not exceeding 80 inches will be accepted if the bag is flexible or soft sided. Military passengers are permitted to check in up to 10 bags free of charge subject to Virgin America’s checked bag weight and size allowances. For Military passengers one duffel bag, B-4 bag, or sea bag which exceeds the 62 outside linear dimensions will be accepted as two checked bags.

D) **Hazardous Materials** – In general, the law prohibits hazardous materials from being included in either checked or carry-on baggage. Items such as explosives, compressed gases, oxidizers, corrosives, flammable liquids and solids, loaded firearms, radioactive materials, and poisons are considered hazardous. Certain personal items carried by passengers or team members may be allowed under the following conditions:

- 1) Non-radioactive medicinal or toiletry articles (including aerosols and perfumes) may be carried in check or carry-on baggage. Any Division 2.2 aerosol with no subsidiary risk and a protective cap can be carried in checked baggage only. The aggregate quantity of all hazardous items carried by each person allowed may not exceed 70 oz. by mass or 68 fl. oz. (2L) by volume. Each individual container cannot exceed 18 oz. (0.5 kg.) by mass or 17 fl. oz. (500 ml) by volume.
- 2) VX allows 2 kg. or 4.4 lbs. of dry ice to be carried on board the aircraft by a team member or passenger. Dry ice can be checked in baggage as long as it does not exceed 2.3 kg. or 5 lbs.
- 3) Passengers are allowed one self-defense spray not exceeding 4 fl. oz. that incorporates a positive means to prevent accidental discharge in checked baggage only.

E) **Firearms and Ammunition** – Passengers are responsible for ensuring the legality of the possession of their firearms at their point of origin and destination and for obtaining any local, state, or federal permits, licenses and/or authorizations necessary in order to possess and transport as checked baggage certain firearms and/or ammunition.

- 1) Acceptable Items – One pistol case, containing no more than four pistols; one shotgun case, containing no more than two shotguns and a small tool set; one rifle case containing no more than two rifles (with or without scopes), one shooting mat and a small tool set. Firearms are not accepted for transport into Mexico.
- 2) Conditions for Checked Firearms and Associated Equipment – Passengers must be 18 years of age to check in a firearm. Passengers must declare the existence of a weapon to security personnel if a security checkpoint is located before VX’s check-in counter. The firearm must be unloaded by the passenger prior to checking in the firearm. The “Firearms Declaration” must be signed by the passenger. The item must be in a crush-proof, hard-sided, lockable case.
- 3) Ammunition – Ammunition must be packaged separately from a firearm in the manufacturer’s original container or an equivalent, sturdy container that provides adequate cartridge separation, and is limited to 10 pounds total. Under no circumstances may a passenger transport ammunition in the cabin of the aircraft.

F) **Sporting Equipment**

- 1) VX will accept the following equipment as checked baggage in accordance with the checked baggage policy:
  - a) Bowling Equipment – One bag includes: one bowling ball in a bowling bag and one pair of bowling shoes.
  - b) Fishing Equipment – One bag of fishing equipment includes: Two rods, one reel, one landing net, one pair of fishing boots (properly encased), and one fishing tackle box.
  - c) Golfing Equipment – One bag of golfing equipment includes: One golf bag containing no more than fourteen (14) clubs, twelve (12) golf balls, and one pair of golf shoes. All must be properly encased, as VX will not assume responsibility if the packaging is improper.
  - d) Snow Skiing Equipment – One bag of skiing equipment will include: One pair of skis or snowboard, one pair of ski poles, one pair of ski bindings, and one pair of ski boots.
  - e) Water Skiing Equipment – One bag consists of: One pair of water skis, a rope, and a life preserver.
- 2) The following equipment is subject to a charge of \$50.00 USD as checked baggage regardless of class of service, in lieu of the appropriate checked bag fee. Additional overweight charges apply if the first item exceeds 70 lbs. (50 lbs. effective October 29, 2011) and the second through tenth exceeds 50 lbs.
  - a) Bicycles – VX will not accept responsibility for bicycles packaged in cardboard boxes or bicycles with a foam packaging. Bicycles will be accepted in a hard side or padded bicycle case. VX does not supply bike boxes.
  - b) Surfboards – Surfboards may be checked in; however, due to the dimensions and construction of these items, VX cannot be held responsible for any damages incurred during transportation, unless the surfboard is packaged in an appropriate hard-sided case.
  - c) Antlers or Horns – Antlers or horns will be accepted when packaged in a sealed, leak-proof shipping container which can hold the entire item(s). Items wrapped in bubble wrap, then sealed in a plastic bag is also acceptable.
  - d) Windsurfing Equipment – One item of windsurfing equipment may be transported. One item consists of one windsurfing board with an aluminum wishbone style boom, one mast with a maximum length of 15 feet, and a sail. VX cannot be held responsible for any damages incurred during transportation, unless it is packaged in a hard-sided case.

G) **Baggage Claim** – VX strongly urges passengers to make sure there is identification, including a name and phone number, on all baggage. VX will attempt to deliver passengers' luggage to the carousel, or other designated pick-up point, in a timely manner. Checked baggage may be claimed only by the holder of the baggage claim check. Baggage will not be released unless all sums due VX are paid. Baggage claim checks must be returned to VX on request. VX is not responsible to determine whether the holder of a claim check is entitled to the baggage. If baggage claim checks are lost, the bearer of a claim check without the filing of a written complaint shall constitute evidence of delivery by VX or a passenger's baggage.

H) **Baggage Delivery** – In the event a passenger’s checked bags do not arrive on his or her flight, VX will make good faith efforts to reunite the passenger with his/her delayed baggage within 24 hours of when the initial claim is filed. VX’s goal to return baggage within 24 hours applies only when VX is the carrier taking the passenger to his/her final destination. Listed below are some circumstances that may inhibit VX’s ability to return a passenger’s bags within 24 hours:

- 1) No local name/address/phone numbers are provided on the bag.
- 2) Passenger is located at a remote location or an unreachable address, such as a cruise ship or a camping site.
- 3) Passenger changed his/her delivery address and did not notify VX.
- 4) VX has limited flight schedules to passenger’s destination.
- 5) Operational circumstances prevent VX from being able to locate or deliver a passenger’s bags within this time frame.

VX offers a toll free number for passengers to check the status of their claim at 1-877-FLY VIRGIN (359-8474).

## **RULE 105 ACCEPTANCE OF PETS AND ANIMALS**

**Pets in the Cabin** – The only pets that may be carried in the main cabin on VX are cats and dogs, provided they are carried in a pet carrier (kennel) that fits securely under the seat in front of the passenger. Although there is no limit to the number of pets that may be carried in the main cabin, only one kennel is allowed for each purchased seat and only one pet is allowed per kennel. The kennel must have proper ventilation, a floor designed to absorb and retain solids or liquids, proper fabrication to prevent the escape of the pet(s) and prevent any part of the pet(s) from protruding, and plenty of room for the pet(s) to move freely. Soft-sided kennels are recommended in lieu of hard-sided kennels. The kennel must not be stored in front of an emergency exit row or bulkhead row.

Pets cannot be accepted in First Class due to limited space under the seats. Pets cannot be accepted in Main Cabin Select due to the fact that this cabin exists in the bulkhead row and the exit row only, both of which preclude pets in kennels.

The kennel’s dimensions may not exceed eighteen (18) inches in length plus fifteen (15) inches in width plus eight (8) inches in height. The carrier and pet combined cannot weigh more than twenty (20) pounds. Pets must stay enclosed in their kennels while on board and in the terminal. Kennels will count as one personal item and will be included as part of a passenger’s carry-on bag allowance. The fee for pets in the cabin is \$100.00 USD per one-way direction, per pet.

For passengers traveling to the United States, dogs must have a certificate showing they have been vaccinated against rabies at least thirty (30) days prior to entry into the United States. Dogs not accompanied by proof of rabies vaccination, including those that are too young to be vaccinated (*i.e.*, less than three (3) months of age), will be subject to confinement until it is considered adequately vaccinated against rabies. Cats are not required to have proof of rabies vaccination for importation into the United States.

For passengers traveling from United States to Mexico, pets must be at least eight (8) weeks old and have required vaccinations. Passengers must provide a veterinary certificate dated within fifteen (15) days of departure, verifying the animal's shots are current, including rabies vaccination and proof of the animal's age.

These requirements apply equally to service animals (*i.e.*, seeing-eye dogs) and emotional support animals. Pets cannot be accepted for passengers traveling on interline itineraries. VX will not accept pets of any kind as checked baggage or as cargo.

**RULE 107 SERVICE ANIMALS/EMOTIONAL AND PSYCHIATRIC SUPPORT  
ANIMALS/ANIMALS TO DETECT EXPLOSIVES/ANIMALS FOR  
SEARCH AND RESCUE**

A) VX accepts for transportation, without charge, trained service animals for travel with a customer with a disability who requires the animal to assist them in the performance of necessary activities. The animals will be permitted to accompany the passenger in the cabin, if they meet the conditions of acceptance noted below.

B) Conditions of Acceptance:

- 1) VX shall accept as evidence that an animal is a service animal such items as identification cards, other written documentation, the type of harness or markings on the harness, tags or other credible assurances of the passenger with a disability using the animal.
- 2) Service animals must remain under the direct control of the passenger. A service animal will be denied boarding or removed from the flight by VX if the animal cannot be contained by the passenger or otherwise exhibits behavior that poses a threat to the health or safety of other passengers or a significant threat of disruption. Service animals in training will not be transported.
- 3) Passengers with service animals will not be seated in emergency exit rows. They may not obstruct an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation.
- 4) A passenger requesting to travel with an animal that is used as a emotional support/psychiatric animal will be required to provide to VX current documentation (*i.e.*, not older than one year from the date of the passenger's scheduled initial flight) on the letterhead of a licensed mental health or medical doctor who is treating the passenger's mental health-related disability stating:
  - a) The passenger has a mental or emotional disability recognized in the Diagnostic and Statistical Manual of Mental Disorders-Fourth Edition (DSM-IV).
  - b) The passenger needs the emotional support or psychiatric service animal as an accommodation for air travel and/or for activity at the passenger's destination.
  - c) The individual providing the assessment is a licensed mental health professional, and the passenger is under his/her professional care.
  - d) The type of issuance of the mental health professional's or medical doctor's license, the date of and the state or other jurisdiction in which it was issued. VX reserves the right to authenticate any documentation presented.

C) VX accepts for transportation, without charge, a properly harnessed animal trained in explosive detection, drug search, and rescue, or other specific functions, when accompanied by its handler on official emergency business as authorized by an appropriate federal, state or local government agency. The dog will be permitted to accompany its handler into the cabin, but cannot occupy a seat.

D) Local regulations at the passenger's final or intermediate destination(s) may apply and impose further requirements or restrictions, including, but not limited to, carriage in the passenger cabin, limitations on the designation of service animals to dogs only, or the non-recognition of emotional support animals as trained and qualified service animals.

E) The passenger assumes full responsibility for the safety, well-being, and conduct of its service animal, including the interaction of the service animal with other passengers who may come in contact with the animal while on board the aircraft, and for compliance with all governmental requirements, regulations, or restrictions, including entry permits and required health certificates of the country, state or territory from and/or to which the animal is being transported.

F) A health certificate is required for service animals.

G) Should injury to or death of a service animal result from VX's fault or negligence, VX will undertake to provide expeditiously, and at its own expense, for medical care, and if necessary, replacement of the animal.

## **RULE 130 FARES**

### **A) Application of Fares**

- 1) Where a fare is specifically published via the desired routing from point of origin to point of destination, such fare is applicable over such route, notwithstanding that it is higher or lower than the combination of intermediate fares via such routing.
- 2) Fares apply only for transportation in the types of aircraft and their seating configuration as specified in Aircraft Type and Seating Configuration Tariff No. TS-2, NTA(A) NO. 111, C.A.B. No. 220 issued by Airline Tariff Publishing Company, Agent, for the classes or service and aircraft stated in connection with fares governed by this tariff.
- 3) Unless otherwise provided, flights designated by class(es) of service ("First Class," "Main Cabin Select" or "Main Cabin") and flight departure or arrival times, such as specified in connection with the application of fares, refer to flights bearing such designations and schedules, flight departures, or arrival times set forth in VX's Official General Schedule.
- 4) Fares and charges shall apply only to air transportation between the airport through which the cities named in connection with such fares and charges are served by the carrier or carriers by whom, or on whose behalf, such fares and charges are published.

### **B) Statement of Fares and Charges**

- 1) All fares, charges and fees governed by this contract are stated in U.S. dollars for all transportation.

- 2) Payments for fares, charges and fees shall be:
  - a) In United States dollars at the U.S. dollar fare, for all other travel.
  - b) In United States dollars at the U.S. dollar fare on the Virgin America website.
  - c) Payment of fares and fees for travel originating in Mexico may be made via the Virgin America website or through Virgin America Reservations and all such payments shall be in US currency. Fees paid at the airport in Cancun or San Jose del Cabo shall be made by credit card only and will be in US currency.

C) **Construction of Fares** – When the fare between any two points is not specifically published via the desired routing, such fare shall be constructed by combining those fares, applicable via the desired routing from the passenger’s point of origin to point of destination, which produce the lowest fare determined in accordance with paragraphs (1), (2), (3), and (4) of this section

- 1) **Circle Trip/Roundtrip Maximum** – If the fare constructed for such routing exceeds the fare for a circle trip or roundtrip constructed from the same point of origin which would include such routing, the circle trip or roundtrip fare shall apply.
- 2) **Interrupted Travel** – If a fare constructed for a trip interrupted by travel other than via participating carriers exceeds the applicable through fare for interrupted travel via the routing, the applicable through fare shall apply.
- 3) **Maximum Fare – Travel Via the Same or Different Classes of Service** – A combination of fares of the same or different classes of service (see note below) shall not exceed the lowest of the allowing fares or combination of fares via the same carrier(s) between and via the same point:
  - a) A combination of fares via the class of service used for a portion of the transportation and fares for a higher class of service used for the remainder of the transportation, or
  - b) A combination of fares via a higher class of service, or
  - c) A through published fare via a higher class of service.

**EXCEPTION:** A through published fare via a higher class of service to or from a more distant point may not be used to construct a fare for an intermediate point(s) if there is a published fare for the same higher class of service to or from such intermediate point(s).

**NOTE:** For the purpose of paragraphs (a), (b), and (c), fares are published in the following descending order of classes of service:

**First Class:**

- J Fare Types – Booking Code: J
- C Fare Types – Booking Code: C
- D Fare Types – Booking Code: D
- I Fare Types – Booking Code: I

**Main Cabin Select:**

- W Fare Types – Booking Code: W
- O Fare Types – Booking Code: O
- Q Fare Types – Booking Code: Q
- Z Fare Types – Booking Code: Z

**Main Cabin:**

Y Fare Types - Booking Code: Y  
V Fare Types - Booking Code: V  
B Fare Types - Booking Code: B  
H Fare Types - Booking Code: H  
E Fare Types - Booking Code: E  
U Fare Types - Booking Code: U  
M Fare Types - Booking Code: M  
L Fare Types - Booking Code: L  
S Fare Types - Booking Code: S

D) **Roundtrip Fares** – When a ticket is purchased before the transportation commences or is reissued pursuant to Rule 80 (Rerouting), the fare applicable to a roundtrip between two points over the lines of one or more carriers shall be:

- 1) When specifically published via the desired routing, the applicable roundtrip fare specifically published by or on behalf of such carrier(s); or
- 2) When not specifically published via the desired routing, the sum of the one-way fares applicable to the respective one-way segments or the sum of the roundtrip segment fares if these are published.

**RULE 135 STANDBYS**

Passengers may standby on earlier or later departures on the date the passengers are confirmed for the same origin and destination at no charge. Standby status may only be made at the airport and is subject to flight availability on a first-come, first-served basis. For an additional fee of \$50.00 USD, a passenger may confirm an earlier or later departure on the date the passenger is confirmed for travel, in the same origin and destination. Passengers may only make same-day confirmed changes at the airport. Confirmed standby is subject to flight availability and is made available on a first-come, first-served basis.

**RULE 140 ROUTINGS**

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

**RULE 200 ACCEPTANCE OF CHILDREN**

For the purposes of the present rule, an unaccompanied minor means a person five (5) years of age or older but younger than fifteen (15) years of age as of the date of commencement of travel.

A) **Accompanied** – Children are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least fifteen (15) years of age occupying the same or adjacent seat occupied by the infant. NOTE: The infant must be placed in an approved infant safety seat, if the infant has been ticketed with a seat.

B) **Unaccompanied**

- 1) VX will accept unaccompanied minors for non-stop itineraries only. Unaccompanied minor travel is not permitted on interline connections, two point-to-point segments requiring a flight connection, or through flights.
- 2) Young adults fifteen (15) through seventeen (17) year old traveling unaccompanied are considered adults for travel purposes. However, if the parents or guardians wish the services provided to unaccompanied minors to be honored for their young adults, we will do so.
- 3) An unaccompanied minor service charge will be assessed as follows:
  - a) For all travel originating from Mexico: \$125.00 USD per unaccompanied minor/per segment.
  - b) For all travel originating from the United States: \$125.00 USD per unaccompanied minor/per segment.
  - c) All charges are non-refundable and subject to applicable taxes.
- 4) Making a Reservation
  - a) Reservations are made by calling 1-877-FLY-VIRGIN (1-877-359-8474). Notify the agent that a child will be traveling alone and advise them of the child's age. Unaccompanied minor reservations cannot be made online.
  - b) Make note of the child's flight itinerary, including the destination airport, flight number(s), scheduled departure and arrival times, and seat assignment. The person meeting the child will need to know the same information and must provide a government-issued photo ID that matches the name indicated on the reservation. This name will also be on the accompanied minor form filled out at the airport on the day of travel.
- 5) On the Day of Travel
  - a) On the day of travel, arrival at least 90 minutes before departure to allow plenty of time for check-in and airport security procedures. Please allow extra time during heavy traffic periods and holidays.
  - b) Unaccompanied minors must be checked in at the VX ticket counter. The parent or guardian will receive a gate pass to accompany the child to the departure gate. The parent/guardian must stay in the gate area until the child's flight has departed and the aircraft has taken off from the airport.
  - c) Introduce the child to the representative at the ticket counter and also at the departure gate. Please tell the team member at the departure gate if the child has never flown before, or if the child has any condition that needs special attention during the flight. VX will make every effort to accommodate the child's needs, but sometimes our personnel may not be qualified to provide certain types of medical assistance, and are not allowed to administer or dispense medication. Please take these points into consideration if the child needs specialized care.
  - d) Please fill out the unaccompanied minor form thoroughly with the correct phone number(s), including pager numbers and cell phone numbers, and name(s) of person(s) meeting the child at the destination airport.
  - e) If possible, provide the child with proper identification and cash or a prepaid Visa/American Express debit card for emergencies.

- f) Please make sure the child will have materials to stay occupied and entertained during the flight.
- g) Make sure the child has snacks packed to meet their nutritional or health needs. Cash is not accepted on board, so if the child wishes to purchase a meal or snack, provide them with a prepaid Visa/American Express debit card available through most banks.
- h) If checking baggage, take note of any baggage claim numbers (listed on the boarding pass) and relay that information, as well as VX's baggage fees, to the parent or guardian meeting the child at the destination. At this time, VX cannot prepay baggage fees for the return segment.
- i) The parent/guardian meeting the child should plan on arriving at the airport before the time indicated on the schedule at the ticket counter, and they will be given a gate pass to meet the child at the gate unless the child must clear Customs and Immigration. If the child must clear Customs and Immigration, a team member will escort the child through the process and meet the parent/guardian outside of the Customs hall in the public waiting area. Let the parent/guardian meeting the child at the destination know of any changes to the flight schedule, as sometimes our flights arrive earlier than scheduled.
- j) The parent/guardian meeting the child should plan on arriving at the airport before the flight is due to land. Sometimes our flights arrive early, so please check the flight status at our website or call reservations. The meeting party may proceed to the ticket counter where they may be issued a gate pass to meet the child at the gate unless the child must clear Customs and Immigration. If the child must clear Customs and Immigration, a team member will escort the child through the process and meet the parent/guardian outside of the Customs hall in the public waiting area. The meeting party must produce a valid photo identification matching the name provided on the child's reservation as the meeting party.
- k) Make sure your child knows that he/she should only ask for assistance from a uniformed VX representative.

#### **RULE 201 CHILDREN AND INFANT FARES**

- A) The fare applicable to the transportation of children is the applicable published fare.
- B) The fare for infants occupying a seat will be the applicable adult fare.