

Pages 1 through 26 redacted for the following reasons:

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(b)(4)



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TRIP TYPE      TRAVELERS  
 Roundtrip    1    ?

DEPARTING FROM  
 Oahu - Honolulu

GOING TO  
 Oahu - Honolulu

DEPARTING DATE  
 3/18/2007

RETURNING DATE  
 3/18/2007

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## Contract of Carriage

A copy of this Contract of Carriage must be maintained at each Hawaiian Airlines ticket office for inspection by the general public upon request.

Any passenger requesting a copy of this Contract of Carriage will be provided a copy free of charge if a request is made to:

**Hawaiian Airlines**  
**P.O. Box 30008**  
**Honolulu, HI 96820-0008**

To view each rule separately, [click here](#).

### ACCEPTANCE OF CHILDREN

- A. **Accompanied.**  
**Between the Continental USA and Hawaii:** Children under 15 years of age are accepted for transportation between the Continental USA and Hawaii, when accompanied on the same flight and in the same compartment by a passenger at least 18 years of age.  
**For travel wholly within the State of Hawaii:** Children under 12 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least 16 years of age.

Infants occupying a seat will pay the charge noted in paragraph C below. A maximum of 1 infant is permitted for each adult. HA recommends the child be placed in an approved infant safety seat. Infants under 7 days of age will not be accepted for transportation unless a medical statement is presented stating the infant is stable for travel.

- B. **Unaccompanied.**  
**Between the Continental USA and Hawaii:** Children under 15 years of age who are not accompanied on the same flight and in the same compartment by a passenger 18 years of age or over are accepted for transportation.  
**For travel wholly within the State of Hawaii:** Children under 12 years of age who are not accompanied on the same flight and in the same compartment by a passenger 16 years of age or over are accepted for transportation for travel.

Age of Child at    Via all classes of Service  
last Birthday

Under 5 years old	Not accepted under any conditions
5, 6, 7 year old	Accepted for HA single-plane service only. Not accepted on Code-Share flights.
8 to 14 years old	Accepted for HA single-plane and HA to HA connecting service. Not accepted on Code Share flights.
15 years and older	Accepted for single-plane and HA to HA connecting service (upon request)

Children (5-14 years old) must be brought to the airport of departure by a parent or responsible adult and who must furnish HA with satisfactory evidence, including name, phone number and address of the parent or responsible adult who will be meeting the child upon deplaning at his/her destination. The parent or guardian **must** accompany the child to the gate for a departing flight and remain with the child until the child has boarded the flight, and pick up the child at the gate upon arrival. HA will issue a special pass at the ticket counter for the designated parent/guardian named on the form.

The child will not be accepted if the flight on which the child holds a reservation is expected to terminate short of or bypass his/her destination.

Note 1: Whether in advance or at check-in, if there is a possibility the child's flight may be delayed, or there may be a misconnection (children 8-14 years old) for any reason, HA may change the child's flight schedule, including departure date.

Note 2: HA will not accept reservations for unaccompanied minors at any age for flights departing between the hours of 9:00 p.m. and 5:00 a.m.

Note 3: Unaccompanied Minors are not accepted on flights to/from international destinations including American Samoa, or which require an overnight stay in order to make a connection. Unaccompanied Minors are not accepted on any code share flights.

**C. Fare**

Except as provided in specific fare rules, children traveling unaccompanied or accompanied pay a full adult fare.

**D. Unaccompanied Minor**

1. The age limits referred to in this rule shall be those in effect on the date of commencement of carriage. Charges are applicable on the day of travel and are subject to change without notice.

2. **Surcharge:**

<u>Age of Child at last Birthday</u>	<u>HA System-Wide Mandatory Surcharge</u>
5-14 years old for transportation between the Continental USA and Hawaii (nonstop, direct)	75.00 USD one-way for nonstop, direct service.
8-14 years old for transportation between the Continental USA and Hawaii on connecting service.	95.00 USD one-way for connecting service between the Continental USA and Hawaii from HA to HA.
5-11 years old for transportation wholly within the State of Hawaii	35.00 USD one-way for all types of transportation, i.e., nonstop, direct, multi-stop, connecting service from HA to HA.

HA will accept up to two (2) children in an immediate family with the same drop-off/pickup information for a single surcharge. For each additional child, the surcharge will be assessed for each child.

3. HA will not accept unaccompanied minors who are connecting to/from an HA flight to/from another carrier.

**E. Meet and Assist Passenger Service**

Meet and Assist Service is available and applicable for (1) passengers age 15 and above for transportation between the Continental USA and Hawaii, (2) passengers age 12 and above for travel wholly within the State of Hawaii, or (3) qualified individuals with a disability for any route. In addition to the full adult fare applicable to such passengers, when Meet and Assist service is requested, the applicable charges in D.2 above will also apply. There is no surcharge assessed to qualified individuals with a disability requesting the Meet and Assist service.

**F. Responsibilities of Carrier**

For the purpose of this rule, Unaccompanied Minor/Meet and Assist Passenger Service means that HA will provide supervision for the unaccompanied child/meet and assist passenger from the time of boarding until the passenger is met at the time of deplaning at the stopover point or destination. HA will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

**G. Maximum Flight Connection Times**

The maximum allowable ground (connection) time between flights for all Unaccompanied Minors/ Meet and Assist Passengers will be 2 hours. Unaccompanied Minors/ Meet and Assist Passengers will not be accepted if the next scheduled connecting flight exceeds 2 hours.

Exception: If the next scheduled connecting flight exceeds 2 hours, Unaccompanied Minors/Meet and Assist Passengers must be booked on the next scheduled flight that same day and will not be allowed on a later flight. If that flight is not available for sale, the passenger will not be accepted for travel on that date and must be booked on another day where these conditions can be met.

**AIRPORT LOUNGE FACILITIES**

**HAWAIIAN PREMIER CLUB**

1. HA offers special airport passenger lounge facilities which are available for use by its "Premier Club" members and other persons, at locations and under locations described below:

HNL/KOA/ITO/OGG/LIH/LAX/PPG.

2. Eligibility for Premier Club annual membership is based on either of two qualifications:
  - a. Exchanging 20,000 miles from HA's "HawaiianMiles" Frequent Traveler account per person for an annual membership; or
  - b. Payment of:  
USD \$150.00 for new individual memberships.
3. Use of lounge facilities is restricted to members with the following exceptions:
  - a. Guests accompanied by a Premier Club member;  
Note: No more than two (2) guests per member will be allowed.
  - b. Passengers holding First Class tickets;
  - c. Passengers holding invitation cards issued by authorized HA management personnel; and
  - d. Executives of other airlines holding special travel authority cards issued by HA.

Note: HA will admit non-member passengers when, due to special circumstances, it becomes necessary to provide such service.

All posted and applicable Premier Club rules apply and are subject to change without notice. HA, at its discretion, reserves the right to refuse any person entry to the Premier Club.

## APPLICATION OF TARIFF

### A. Rules

Rules in this tariff govern the application of all charges and fares published in HA's schedule of fares. These rules constitute the conditions upon which HA transports or agrees to transport and are expressly agreed to by the passenger to the same extent as if such rules were included as conditions in the contract of carriage.

### B. International Transportation

International transportation shall be subject to the rules relating to liability established by, and to all other provisions of, the Convention for the Unification of Certain Rules Relating to International Transportation by Air, signed at Warsaw, October 12, 1929, or such convention as amended, whichever may be applicable to the transportation hereunder. Any provisions of these rules which is inconsistent with any provision of the said Convention shall, to that extent, but only to that extent, be inapplicable to international transportation.

*NOTE:* Rules stating any limitation on, or condition relating to, the liability of carriers for personal injury or death are not permitted to be included in tariffs filed pursuant to the laws of the United States, except to the extent provided in Rule 10. Any such limitation or conditions in any rule herein except to the extent provided in Rule 10 is not a part of this tariff. Nothing in this tariff modifies or waives any provision of the said Convention.

### C. Changes in Rules, Fares and Charges

1. If after a ticket has been issued and before any portion thereof has been used, either a decrease in the fares or charges applicable to the transportation shown on the ticket becomes effective, or a new fare for which the passenger can qualify is added between the points shown on the ticket, the amount of the difference in fares will be provided only in the form of a transportation credit, provided:
  - a. There is no change in origin, destination, stopover points, flights, dates shown on the original ticket, or on any ticket issued in exchange for the original ticket.
  - b. Subsequent to the decrease in fares or charges or the addition of a new fare, all conditions of the decrease fares or charges of the new fare are met, including booking code and advance reservations and ticketing requirements.
  - c. A USD \$100.00 administrative service charge will apply for all tickets and unticketed Prepaid Ticket Advice (PTA) presented for refund.
2. Where the ticket has been issued before the effective date of the tariff containing an increase in the applicable fare, the increase will not be collected provided:
  - a. The originating flight coupon of the ticket was issued for a specific flight at the fare in effect on the date of the ticket issuance (determined by the validation of the ticket);
  - b. Subsequent to the effective date of any increase in the applicable fare:
    - i. The originating flight coupon is not voluntarily changed in any way or,
    - ii. Flight coupons other than the originating flight coupons are not voluntarily changed to reflect a change in carrier/fare basis/origin/destination/stopover points from those originally on the ticket.
3. Fare increases for voluntary changes will be applicable as follows:
  - a. The originating flight coupon is voluntarily changed or an open ticket is

confirmed for a specific flight. All flight coupons are subject to recalculation of fare from point of origin using fares in effect on the day the change takes place.

- b. Fare increases for voluntary changes to other than the originating flight will be applicable as follows:

Only flight coupons being voluntarily changed as is in 2 (b)(ii) above are subject to collection of fare increases.

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

*NOTE 1:* Purchase of a PTA will constitute purchase and issuance of a ticket for the purpose of this rule.

*NOTE 2:* These provisions apply where any special promotional local or joint fares restrict the immediate issuance of a ticket for a specific flight itinerary even though full payment is received by the carrier. The fare for such passenger(s) shall be the applicable fare in effect on the date the full payment is received by the carrier.

**D. Responsibility of Carrier**

Carrier 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.

**E. Alterations**

No agent, servant or representative of HA has authority to alter, modify or waive any provision of the contract of carriage or of this tariff unless authorized by a corporate officer of HA.

- F. In the event of a termination of an interline traffic agreement between HA and another carrier, HA's practices with respect to such other carrier's tickets as set forth in this tariff shall not apply to any tickets of such other carrier issued after the effective date of the termination of the interline agreement.

**G. Gratuitous Carriage**

With respect to gratuitous carriage, HA reserves the right to exclude the application of all or any part of this tariff.

- H. **Reduced Fare Travel** With respect to employees and family of HA or other airlines traveling on HA at special reduced fares, HA reserves the right to exclude the application of all or any part of this tariff.

**I. Change Without Notice**

Except as may be required by applicable laws, government regulations, orders and requirements, HA's rules, regulations and conditions of carriage are subject to change without notice, provided, that no such change shall apply to a contract of carriage after the carriage has commenced.

- J. Hawaiian Airlines will make their customer service plan readily available to all of our domestic codeshare partners and, to the extent possible, make every reasonable effort to ensure our partners offer comparable levels of service.
- K. When passengers call into HA reservations department or, upon check-in in at the airport ticket office, HA personnel will disclose the routing, type of aircraft, or changes thereto, and operator on a code-shared flight with HA. HA rules and regulations for HA Hawaiian Airlines Premier Club and HawaiianMiles frequent flier program will be provided. An annual redemption report will be provided to all members of HawaiianMiles program. Upon request HA will provide information for any flight on aircraft configuration, including seat size and pitch.

**L. Misfiled Fares**

HA, as a policy, does not file nor intend to offer/file tickets priced at zero or near zero. Essentially, such fares do not make any economic sense. We have introduced warning mechanisms to try to prevent such occurrences; however, occasionally fares such as these mistakenly get loaded into computer reservation systems that are not controlled by HA. Agents/customers should be aware that in these circumstances they are not allowed to ticket at these fares and HA will not honor fares of zero or near zero value. In the event a zero or near zero fare is ticketed inadvertently, HA will void such ticket and may choose to waive, in its sole discretion, certain rules or restrictions of existing published fares as a gesture of good will.

- M. HA reserves the right to charge the passenger for reimbursement of repair and/or cleaning costs incurred as a result of actions by that passenger during transport on HA.

**CONDITIONS AND CHARGES FOR ACCEPTANCE OF LIVE ANIMALS**

The transportation of live animals is subject to the general conditions of acceptance in paragraph (A), the provisions for kennels in paragraph (B), the provisions for carriage in the passenger compartment in paragraph (C), and the charges for transporting the animals in paragraph (D) of this rule.

**EXCEPTION:** This rule does not apply to the transportation of live animals pursuant to Rule 55.

**A. General Conditions of Acceptance**

HA acceptance of animals is subject to the conditions below.

1. Dogs and Cats:
  - a. Dogs and/or cats must be at least eight weeks old and must be fully weaned.
  - b. The animal must be harmless, inoffensive, odorless, and require no attention during transit.
  - c. The animal must be confined in a kennel subject to inspection and approval by the carrier prior to acceptance.
  - d. Brachycephalic (short-nosed) dogs and cats will be accepted for transportation on HA if the owner/shipper agrees to (1) release Hawaiian from any and all liability resulting from the transportation of the animal and (2) not file any claim with Hawaiian relating to the transportation of the animal. The owner/shipper must sign a liability release form prior to HA accepting the animal for transport.
2. Household Birds will be accepted at the airport ticket counter only, provided all required entry documentation accompanies the bird upon check-in. The passenger is responsible for determining entry documentation requirements of the respective governmental agencies of the destination State.
3. The passenger must make all arrangements and assume full responsibility for complying with any applicable laws, customs, and/or other governmental regulations, requirements or restrictions of the country, state, or territory to which the animal is being transported.
4. Temperature Restrictions:
  - a. As a general rule, HA will refuse acceptance of an animal as checked baggage if the local temperature at the origin, destination, or connecting airports exceeds 85 degrees Fahrenheit/29 degrees Celsius or falls below 45 degrees Fahrenheit/7 degrees Celsius. The temperature restrictions apply from the time the animal is tendered until the scheduled arrival at the destination city.

Note 1: Animals traveling to the Continental USA may be accepted for check-in if the temperature falls below 45 degrees Fahrenheit/7 degrees Celsius, under the following conditions:

- i. There is no current embargo in place, **and**
- ii. The customer is in possession of an acclimation certificate issued and signed by a licensed veterinarian and dated within ten (10) days if traveling FROM Hawaii and fourteen (14) days if traveling TO Hawaii.

The acclimation certificate must specify the minimum temperature at which the animal may travel. If the actual temperature is less than the specified minimum on the certificate at any time during transport, the animal will be refused for travel.

- iii. Animals will not be accepted to/from any Continental USA location if the temperature is less than 20 degrees at any point during transport.

Provisions of paragraph (A)(3) above also apply.

Note 2: Animals will not be accepted for check-in to a city that is under a seasonal pet acceptance embargo.

- b. If HA is unable to accept an animal due to temperature restrictions, the customer may rebook to the next flight provided space is available for the customer and animal, subject to all conditions of this rule. Any applicable fare differences or date change penalties will be waived provided that changes are made into the same cabin as originally ticketed.

**B. Kennels**

1. Passengers must supply their own kennels.
  - a. Only approved soft-sided kennels will be accepted for transport in the passenger compartment.
  - b. Only hard-sided kennels will be accepted for transport in the cargo compartment.
2. Kennels must be leak-proof.

3. Kennels must be of adequate size to transport the animal and comply with all U.S. Animal Welfare Act and Department of Agriculture requirements.
  - a. Maximum Number of Animals and/or Kennels
    - i. Carriage of animals is limited to one animal per kennel and one kennel per passenger.
    - ii. Up to two dogs or cats at least 8 weeks old may be carried in one kennel provided they do not exceed a total weight of 25 pounds.
    - iii. HA will limit the amount of animals as follows: Within the State of Hawaii= 5 total Between Continental USA and Hawaii and Between points in the Continental US =2 First Class cabin/5 Coach Class cabin
  - b. Kennel and Animal Storage
    - i. Maximum Soft-Sided Kennel Size in Passenger Compartment:  
The kennel must be stored under the passenger's seat and must not exceed the following dimensions:

**KENNEL SIZE (IN INCHES)**

LENGTH	WIDTH	HEIGHT
16	10	9.5

- ii. Maximum Hard-Sided Kennel Size for Animals Checked as Baggage:

The kennel must not exceed the following dimensions:

**KENNEL SIZE (IN INCHES)**

AIRCRAFT TYPE	LENGTH	WIDTH	HEIGHT
717	36	24	26
767	40	27	30

**C. Additional Requirements For Carriage In Passenger Compartment**

HA will carry domestic cats and dogs in the passenger compartment of the aircraft subject to the conditions in paragraphs (A) and (B) above, the additional conditions specified below, and the charges prescribed in paragraph (D) below.

**EXCEPTION:** Not applicable on flights to the State of Hawaii, except for service animals. This exemption from confinement at the Hawaii quarantine facility does not exempt service animals from proper entry into the State of Hawaii via the airport animal quarantine holding facility.

**Note:** Household birds must be transported in the cargo hold of the aircraft.

**D. Charges**

The animal and its kennel will not be included in determining the free baggage allowance and will always be subject to a charge.

Note: When the animal is carried in the passenger compartment it will not be counted as one (1) of the carry-on baggage allowances as described in Rule 205 (C), and will be subject to the above charges, except for travel wholly within the State of Hawaii whereby carriage of pets in the passenger compartment will be accepted without charge in lieu of one piece of carry-on baggage.

\$35.00 - Between points within the State of Hawaii

\$175.00 - Between any other points serviced by Hawaiian Airlines other than within the State of Hawaii

**ACCEPTANCE OF BAGGAGE: GENERAL****A. General Rules of Acceptance**

HA will accept for transportation as baggage, such personal property as is necessary or appropriate for the wear, use, com-fort, or convenience of the passenger for the purpose of the trip, subject to the following conditions:

1. All baggage is subject to inspection. HA will refuse to transport or will remove at any point baggage that the passenger refuses to submit for inspection.
2. HA has the right to refuse to accept for transport as baggage any item that, in HA's sole judgment.
  - a. Creates a risk of harm or annoyance to other passengers;
  - b. Whose size, weight, or character renders it unsuitable for transportation on the particular aircraft which is to transport it, or which cannot be accommodated without harming or annoying passengers;
  - c. Poses a risk to other baggage or cargo;
  - d. HA is prohibited from carrying by any law, regulation or government directive;
  - e. Is in a condition which creates an unreasonable risk of damage to the baggage under normal handling conditions;
  - f. Is not suitable or adequately packaged to withstand ordinary handling, unless the passenger executes a release form; or
  - g. Is otherwise unsuitable for transportation
3. HA will not accept as baggage any article which is listed in the DOT hazardous

materials regulations (49 CFR 171-177); the International Civil Aviation Organization Technical Instruction for the Safe Transport of Dangerous Goods by air and/or the IATA Dangerous Goods Regulations (See Rule 4). Notwithstanding the foregoing, HA will accept a maximum of 4.4 lbs. of dry ice in checked or 5.0 lbs. in carry-on baggage when used to refrigerate perishables. The packaging must be marked "Dry Ice" or "Carbon Dioxide, Solid" and indicate the net weight of the dry ice (5.0 lbs. or less), and must permit the release of carbon dioxide gas. The passenger must declare such dry ice at the initial point of check-in.

**B. Quantity and/or Size Maximums**

No article will be accepted for transportation solely within the United States if the maximum outside linear dimensions exceed 80 in. or if the article weighs more than 70 pounds.

**EXCEPTION 1:** HA will accept one article weighing more than 50 lbs. but less than 70 lbs. tendered by a representative of the United States Secret Service or White House Communication Agency.

**EXCEPTION 2:** This provision does not apply to duffel bags, sea bags, or B-4 bags (Rule 220); sporting equipment (Rule 195); live animals (Rule 200); or cabin baggage (Rule 215).

**C. Acceptance of Special Items and Live Animals**

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

**LIABILITY -- BAGGAGE**

**A. Limitations of Liability**

Liability, if any, for the loss of, damage to, or the delay in the delivery of, any personal property, baggage (whether such property has been checked in or otherwise delivered into the custody of the carrier) shall not be more than USD 2800.00 per passenger subject to certain exclusions set forth below unless the passenger elects to pay for higher liability as provided for in paragraph C) below.

*Exception 1:* When transportation is via HA, and one or more carriers with different limitations of liability, and responsibility for loss, damage or delay in delivery of baggage cannot be determined, the lowest maximum liability will apply when the claim is filed with HA.

*Exception 2:* With respect to domestic transportation, the baggage liability limits do not apply to liability for loss, damage, or delay concerning wheelchairs or other assistive devices. The criterion for calculating the compensation for a lost, damaged, or destroyed wheelchair or other assistive device shall be the original purchase price of the device.

**B. Exclusions from Liability**

1. HA shall not be liable for the loss, damage or delay in delivery of any property which is not acceptable for transportation in accordance with Rules 190, 195 and 200, or for any other loss or damage of whatever nature resulting from any such loss or damage, or from the transportation of such property. This exclusion is applicable whether the non-acceptable property is included in the passengers checked baggage, with or without the knowledge of the carrier.
2. HA assumes no liability for articles carried into the passenger cabin, whether known or unknown to HA.
3. HA assumes no liability for medicines including but not limited to vitamins, dietary supplements, over counter home remedies etc., orthotic devices (surgical supports), money, jewelry, camera equipment, kitchen appliances of any kind, or other valuable or fragile items, including but not limited to items listed below, whether contained in checked or unchecked baggage, with or without the knowledge of HA:
  - a. **Artistic Items**  
Sculptures; paintings or pictures, framed or unframed; and models. Sconces; decorative screens; items of decorator stones; marble, onyx and alabaster; vases; figurines; trophies; souvenirs; other decorator objects and curios, chess sets; drawings; statues; or other sculptures; paintings; picture albums; plastics; plaster of paris molds and casts; photographs; display models; antique furniture; fish tanks; terrariums; religious or ceremonial mats; artifacts.
  - b. **Chinaware/Ceramics/Pottery (See also Glass)**  
Ceramics, pots, bowls, crockery, dishes, glasses, earthenware, and other containers or ornaments made of porcelain or clay hardened by heat.
  - c. **Electronic and Mechanical Items**  
Typewriters, sewing machines, watches, clocks, sensitive calibrated tools and instruments, televisions, radios (including citizen band), calculators, audio and video equipment and parts thereof, computers and/or parts thereof, cellular telephones and/or parts thereof, compact disc players, discs, and parts thereof, electronic microscopes, electographs, and electronic medical equipment that includes tubes and glass.
  - d. **Garment Bags**  
Garment Bags and suit/dress covers of light, flimsy plastic or vinyl designed for carrying and not for shipping.

- e. **Glass** See also *Chinaware/Ceramics/Pottery*  
Glassware, crystal, mirrors, bottles and any liquids contained therein (excluding reasonable quantities of toiletries), prescription or non-prescription sunglasses, eyeglasses and contact lenses.
- f. **Household Articles**  
Lamps, lamp shades, picture frames and furniture.
- g. **Liquids**
- h. **Liquor/Cartons**  
Liquor/cartons provided for hand carriage by duty-free shops.
- i. **Musical Instruments and Equipment**  
Guitars, violins and violas, cellos, ukuleles, organs, harps, drums, and other musical instruments and amplifiers or speakers used in conjunction with electronic instruments that are not protected or in carrying cases that are not sufficient to prevent damage during the course of normal baggage handling, or if string instruments do not have their strings loosened prior to transport.
- j. **Paper**  
Business/personal documents, negotiable papers, securities, manuscripts, publications (including manuals and textbooks), mechanical drawings, blueprints, maps, charts, historical documents, daytimers, and photographs.  
  
NOTE: All photographs referred to in this section include negatives, prints, portraits and slides.
- k. **Perishable Items**
  - i. Floral and nursery stock such as flower, fruit and vegetable plants; cut flowers and foliage; floral displays; and bulbs.
  - ii. Foodstuffs (fresh and frozen) such as fruits, vegetables, meat, fish, cheese, poultry, and bakery products.
  - iii. Plants and foliage such as branches and blossoms or flowers, fruits and vegetables.
- l. **Photographic/Cinematographic Equipment**  
Cameras, camera lenses, film (processed or unprocessed), photoflash equipment, photometers, spectroscope, phototubes, or other devices using sensitive tubes or plates and parts thereof.
- m. **Plastics** (See also *Toys*)
- n. **Precision Items**(See also *Electronic and Mechanical Items*)  
Microscopes, oscilloscopes, telescopes, barometers, binoculars, meters, counters, Polygraphs electrographs, medical equipment, watches, clocks, and other sensitive calibrated tools and equipment.
- o. **Recreational and Sporting Goods**  
Backpacks, sleeping bags, and knapsacks (and contents thereof) made of cloth, plastic, vinyl, or other easily torn material, and those that have aluminum frames, outside pickets, straps, buckles and other protruding parts.
- p. **Toys**  
Dolls, stuffed animals, dollhouses, and model trains and airplanes.
- q. **Miscellaneous Items**  
Natural fur products, irreplaceable items, sample goods for resale, heirlooms, collectibles, artifacts, precious metals/stones, silverware, silver, flat-wear, cash, gift items, souvenirs, toolboxes and tools.
- r. **Dentures and Retainers**  
Any Dental/orthodontic including but not limited to Dentures, Retainers, Bridges etc.

- 4. HA shall not be liable for damage to baggage which does not impair the ability of the baggage function, and specifically shall not be liable for damage arising from the normal wear and tear of baggage handling, including but not restricted to scratches, scuffs, punctures, or marks.
- 5. HA shall not be liable for loss or damage to articles which are strapped, fastened, or otherwise secured to other baggage being checked and which are not independently tagged and/or packaged. Such items include but are not limited to, sleeping bags, luggage racks, luggage carriers and umbrellas.
- 6. HA shall not be liable for the loss, damage to, or delay in delivery of any property checked by a passenger traveling on a nonrevenue ticket or reduced rate ticket, except for any assistive devices.
- 7. HA shall not be liable for the loss, damage or delay in delivery of any baggage accepted by another carrier for interline transfer to HA if the items are not acceptable for transportation as checked baggage by HA.
- 8. The owner of a pet shall be responsible for compliance with all governmental regulations and restrictions, including furnishing valid health and rabies vaccination certificates when required. HA shall not be liable for the loss or expense due to the passenger's failure to comply with this provision, and HA shall not be responsible if any pet is refused passage through any county, state or territory.

#### C. Declaration of Higher Value

- 1. A passenger may, when checking in for a flight and presenting property for transportation, pay an additional charge for each carrier on which the property is to be transported and declare a value higher than the maximum amounts specified in paragraph A) above and up to the maximum specified below, in which event, HA's liability shall not exceed the higher declared value.
- 2. Any declared value shall not apply to items listed in paragraph B, "Exclusions from Liability" above or similar valuables when such valuables are included in baggage checked or otherwise delivered into the custody of HA.

3. HA's excess valuation may be purchased at the rate of USD 1.00 per USD 100.00 of declared value. The declared value is not to exceed USD 3,000.00.
4. "Declaration of Higher Value" does not apply to live animals.

### CABIN-SEAT BAGGAGE AND CHARGES

When a passenger requests that an item of baggage be carried in the cabin, and HA determines that the item is acceptable as cabin baggage but it is so fragile and/or bulky as to require the use of a seat, the baggage must be carried on board the aircraft by the passenger and secured in the seat next to the passenger's seat.

For safety reasons, cabin-seat baggage must be carried in a foremost seat(s) in the same cabin in which the passenger travels. These are the seats directly aft of a bulkhead or partition. If the seat next to the cabin baggage is required for use, the passenger boarding the baggage will occupy that seat.

HA will charge 100% of the applicable adult one-way fare for that portion of the trip on which the extra seat is used. HA will not include the cabin-seat baggage ticket in determination of free baggage allowance or excess baggage charges.

### CHECKED AND CARRY-ON BAGGAGE

Passengers may check baggage for carriage in the cargo compartment of the aircraft and/or may carry baggage on board the aircraft subject to the provisions in paragraph(s) (A) and (B) below. The suitability of baggage, as to weight, size and character, to be carried in the passenger compartment of the aircraft will be determined by the carrier.

#### A. Checked Baggage

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

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

#### B. Delivery of Checked Baggage by HA

1. Delivery will be made at the destination shown in the baggage check.
2. Acceptance of baggage by the bearer of the baggage check and baggage (claim) tag(s) without written complaint at the time of delivery is presumptive evidence that the baggage and contents have been delivered in good condition and in accordance with the contract of carriage.

#### C. Carry-On Baggage

Carry-on baggage must fit under the seat in front of you or be stored in an approved compartment (closet or overhead bin) and is subject to the following additional conditions.

- o The maximum size is 45 linear inches (9x14x22).
- o The maximum weight is 25 lbs. per passenger.

Hawaiian Airlines has a limit of one (1) piece of carry-on baggage, which may change from time to time without notice. In addition to the carry-on bag, passengers may carry on a personal item such as a purse, briefcase, laptop computer, backpack or similar piece. When flights are full, HA reserves the right to stow Carry-On Baggage in the cargo compartment of the aircraft. Carry-on baggage may be limited further by aircraft type or storage availability.

Exception: Subject to space availability, any assistive device brought into the cabin by a qualified individual with a disability shall not be subject to the above limitation.

### EXCESS BAGGAGE CHARGES

Baggage in excess of the maximum allowance specified in Rule 220 will be accepted for transportation only upon payment of excess baggage charges specified in this rule.

Excess baggage charges will apply from the point at which baggage is accepted for transportation to the point to which baggage is checked or transported.

**NOTE:** Baggage connecting to other airlines will also be subject to the connecting airline's excess charges, in addition to the originating carrier's excess charges.

#### A. Applicable Charges

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

#### B. Excess Piece Charges

- (Applicable between points within the State of Hawaii) Baggage in excess of the free baggage allowance specified in Rule 220 will be charged as shown below.

Checked Pieces	Charge
All excess pieces	USD 25.00 for each excess piece. (to be accepted on space-available basis only).

- (Applicable between Continental USA and between the Continental USA and Hawaii.)

Checked Pieces	Charge
1st to 3rd excess pieces	USD 80.00 for each excess piece.
4th to 6th excess pieces	USD 105.00 for each excess piece.
7th or any additional	USD 180.00 for each excess piece.

Excess pieces (to be accepted on space available basis only). HA is not responsible for ground delivery at point to where excess piece(s) is checked.

#### C. Excess Weight Charges

Where the weight allowance for baggage exceeds 50 lbs. But not more than 70lbs, HA will charge \$25.00 USD per overweight piece.

HA will not accept the item as checked baggage which weighs more than 70lbs.

#### D. Oversize Baggage Charges

(Not applicable to courier shipments carried according to Rule 210.)

Where the free baggage allowance is a per piece allowance, the charge for a piece which is acceptable under the terms of Rule 190 but which exceeds the maximum outside linear dimensions of 80" and/or accepted weight of 70 lbs. (Rule 220), HA will not accept the item as checked baggage. The charge for each piece which exceeds the normal linear dimensions of 62" but does not exceed 80" and does not exceed 70lbs, will be twice the excess piece charge.

### FREE BAGGAGE ALLOWANCE

#### A. Maximum Allowance

When a fare-paying passenger presents a valid ticket for transportation between points on HA's lines, HA will transport the passenger's baggage between such points without charge, subject to the conditions of acceptance in Rules 190, 195 and 200 and to the maximum in this rule.

- The following table shows the basic allowance (quantity, weight, and size) of baggage that will be carried free of charge by HA. Also included are items of sporting equipment and/or oversized items that will be carried free of charge either in addition to the basic maximum or in lieu of one or more of the allowed

pieces, as indicated. Exceptions and/or clarifying remarks are included.

**The following are definitions of terms as used in the table below**

- a. The number of pieces that will be carried free of charge and the maximum outside linear dimensions and weight of each piece are provided in the table. For the purpose of this rule, the third piece may be one or more pieces of baggage; if more than one piece, the combined outside linear dimensions must not exceed the stated maximum outside linear dimensions for the third piece.
- b. "Oversize" baggage is defined as a piece of baggage
  - i. whose maximum outside linear dimensions exceed 62 in. but not more than 80 in.; and
  - ii. weighs more than 50 pounds.
- c. The term "one item" (used to describe certain articles to be carried free) is defined in Rule 195 for each article to which it is applicable.
- d. Duffel bag is defined as a canvas cylindrically shaped bag, folded and fastened at one end.
- e. Sea bag is defined as a canvas cylindrically shaped bag, closed at one end by means of draw ropes.
- f. B-4 bag is defined as a suitcase-type handbag made of canvas with leather and metal bindings and fittings and with expandable canvas compartments on the two sides of the bag.  
(Applicable only within Hawaii, Within the Cont. U.S., and between Cont. U.S. and Hawaii)

**BASIC**

<u>ALLOWANCE</u>	<u>OVERSIZE</u>	<u>EXCEPTIONS/REMARKS</u>
Pieces	MAXIMUM OUTSIDE LINEAR DIMENSIONS OF EACH PIECE	ONE ITEM FREE IN LIEU OF FIRST AND SECOND PIECES

(Applicable only within Hawaii, within the Continental USA, and between Continental USA and Hawaii)

1st: 62in-50lbs

2nd: 62in-50lbs

3rd and 4th: 41 in.

- i. Passenger must carry third piece on board the aircraft
- ii. Passenger may substitute one musical instrument in lieu of one piece of baggage.
- iii. Passenger may substitute one item of golfing equipment in lieu of one piece of luggage.
- iv. Passenger may substitute one item of football equipment in lieu of one piece of luggage.

**2. Maximum Allowances**

The maximum allowance specified above will apply only when satisfactorily demonstrated, at the time such baggage is presented, that the transportation is part of a trip which also includes transportation to/from points in the United States via commercial air (excluding charter service) or military air transportation and when the following conditions are met:

Only one ticket with such an allowance may be purchased per passenger.

Passengers rerouted in accordance with Rule 240 (*FAILURE TO OPERATE ON SCHEDULE OR FAILURE TO CARRY*) shall be entitled to the maximum allowance applicable for the trip originally purchased, regardless of whether passengers are transferred to a different class of service and whether or not they are entitled to a fare refund.

**3. Articles Carried Free in Addition to Stated Maximum**

In addition to the maximum allowances provided in paragraphs (1) and (2) above, each fare-paying passenger may carry, without additional charge, the following articles of baggage only when retained in the passenger's custody.

- a. a handbag or pocketbook
- b. an overcoat or wrap
- c. a foot rug
- d. an umbrella or walking stick
- e. a camera and/or a pair of binoculars
- f. a reasonable amount of reading matter for the flight

- g. an infant's food for consumption enroute
- h. a collapsible wheelchair and/or crutches and/or braces or other prosthetic device on the same flight with passenger dependent on the device.

**B. Pooled Baggage**

When two or more passengers traveling to the same destination on the same flight present themselves and their baggage at the same time and place, their maximum allowance will be the sum of their individual maximum allowances. Baggage in excess of the combined maximum allowance will be subject to the excess baggage charge defined in rule 225.

**CONDITIONS AND CHARGES FOR ACCEPTANCE OF SPECIAL ITEMS**

The following are special items or types of items that will be accepted as baggage subject to the conditions shown. Charges prescribed in this rule are applicable from the point at which the item is accepted to the point to which the item is transported.

Special items or types of items that are accepted as part of the normal free baggage allowance will be limited to a weight of 50 lbs. unless otherwise stated. Items exceeding 50 lbs but not more than 70 lbs will be subject to a charge of \$25.00 per piece.

- A. **ANIMALS, LIVE** -- See Rule 200.
- B. **BASSINETS AND INFANT CARRYING SEATS**  
An infant's bassinet or infant carrying seat will be accepted for transportation in the passenger compartment only if the bassinet or carrying seat can be stowed beneath the seat or in an approved overhead compartment; or when an additional seat is reserved for the infant, a ticket is purchased, and the bassinet or carrying seat can be properly secured by the seat belt. The infant may not be secured in the bassinet or carrying seat during takeoff, landing or any other time when the "Fasten Seat Belt" sign is on, unless such seat is government or FAA approved.
- C. **BICYCLES** -- See *SPORTING EQUIPMENT* below
- D. **BIRDS, HOUSEHOLD** -- See Rule 200
- E. **BOWLING** -- See *SPORTING EQUIPMENT* below
- F. **CATS, DOMESTIC** -- See Rule 200
- G. **DOGS, DOMESTIC** -- See Rule 200
- H. **DUFFEL BAGS, B-4 BAGS, AND SEA BAGS**-- See Rule 220
- I. **FIREARMS** -- See also *SPORTING EQUIPMENT* below
  - 1. Non-sporting firearms and ammunition will be accepted as checked baggage only.
  - 2. Advance arrangements must be made.

**EXCEPTION:** Officers of the law, military personnel, and couriers will be permitted to carry sidearms on board the aircraft. Prior authorization must be obtained from HA.
- J. **FISHING** -- See *SPORTING EQUIPMENT* below
- K. **FOOTBALL** -- See *SPORTING EQUIPMENT* below
- L. **FRAGILE ITEMS**
  - 1. Upon request, a fragile and/or bulky item will be carried as cabin-seat baggage subject to the provisions in Rule 215.
  - 2. Fragile items (for examples see paragraph (3) below) will be accepted if they are appropriately packaged in an original factory-sealed carton, cardboard mailing tube, or container or case designed for shipping such items or packed with protective internal material. However, fragile items without appropriate packaging will be accepted upon the execution of a release furnished by HA which relieves HA of liability for loss or damage of contents or delay in delivery resulting in damage or loss of checked baggage (of the type identified in paragraph (3) below). Such loss or damage must result solely from the unsuitability of such items as checked baggage and/or the inadequacy of their packaging, and not from HA's failure to exercise the ordinary standard of care. (See release forms in paragraph (4) below.)
  - 3. **Classes and Examples of Fragile and/or Perishable Items**  
The classes of items listed below are deemed by HA to be fragile or perishable or otherwise unsuitable as checked baggage and are subject to the conditions of acceptance set forth in paragraphs (1) and (2) above.
    - a. **Artistic Items**  
Vases, figurines, ceramic articles, trophies, paintings, sculptures, and antique furniture.
    - b. **Electronic and Mechanical Items** (See also *Precision Items*)  
Television sets, radios, amplifiers, speakers, tape recorders, calculators, typewriters and dictation equipment.
    - c. **Glass** (See also *Chinaware/Ceramics/Pottery*)  
Terrariums, mirrors, crystal, china and glass containers for liquors, wines, beer, liqueurs and perfumes.
    - d. **Musical Instruments and Equipment**  
Guitars, violins and violas, cellos, organs, harps, drums and other musical instruments and amplifiers or speakers used in conjunction with electronic instruments that are not protected or in carrying cases that are not sufficient to prevent damage during the course of normal baggage handling. All string instruments require the strings to be loosened prior to transport.
    - e. **Paper**

Advertising displays, models, sketches, blueprints and maps.

f. **Perishable Items**

- i. Fresh or frozen foodstuffs such as fruits, vegetables, meats, fish, poultry and bakery products.
- ii. Floral and nursery stock such as flower, fruit and vegetable plants.
- iii. Cut flowers and foliage such as floral displays.

g. **Photographic/Cinematographic Equipment**

Cameras, lenses, flash bulbs and projectors.

h. **Precision Items**

Microscopes, oscilloscopes, meters, counters and polygraphs.

i. **Recreational and Sporting Goods**

Backpacks, sleeping bags and knapsacks made of plastic, vinyl or other easily torn material with aluminum frames, outside pockets, or protruding straps and buckles and other sporting or recreational items not contained in a rigid heavy case.

j. **Toys**

Dolls, stuffed animals and dollhouses.

k. **Miscellaneous Items**

*Uncrated/Unprotected/Unsuitable Items*

Cosmetic cases, hat boxes, wig boxes, bicycles, infant strollers, infant carriers/car seats, umbrellas, bag carts, skis, windsurfing equipment, surfboards/long boards, and other items whose shape, material or characteristics render it susceptible to damage.

4. **Release Form**

Execution of the release form relieves carrier of liability for damage to fragile items (of the type identified in paragraph (3) above) in checked baggage, which damage results solely from the unsuitability of such items as checked baggage and/or the inadequacy of their packaging, and not from the carrier's failure to exercise the ordinary standard of care. Execution of the release form also relieves the carrier of liability for spoilage or substantial loss of value or potency which results from carrier's delay in delivery of checked baggage when such spoilage results from the unsuitability of such items as checked baggage and not from the carrier's failure to exercise the ordinary standard of care.

M. **GOLFING** -- See *SPORTING EQUIPMENT* below

N. **MUSICAL INSTRUMENTS**

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

O. **SPORTING EQUIPMENT**

Sporting equipment items listed below will be accepted by HA subject to the conditions of acceptance and/or prescribed charges.

1. **Baseball Equipment**

Items of baseball equipment will be accepted as checked baggage. The baseball equipment will be included in determining the free baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece.

2. **Bicycles and Attachable Parts**

a. **Bicycle Characteristics**

Carrier will accept non-motorized touring or racing bicycles with single seats and bicycles with tandem seats.

b. **Conditions of Acceptance**

- i. Bicycles must have the handlebars fixed sideways and pedals removed or pedals and handlebars must be enclosed in plastic foam or similar material.
- ii. Bicycles and any attachable parts must be adequately packed in a box or hard case.
- iii. Passenger must sign a waiver of liability upon airport check-in for HA to transport bicycle and any attachable parts. HA will not be responsible for damage to or loss of inadequately/unsuitably packed, uncrated or unprotected bicycles or attachable parts.
- iv. Acceptance of Bicycles and attachable parts is subject to availability of space and conditional on aircraft size and load conditions.

Exception: If the bicycle only is less than 62 dimensional inches and weighs less than 50 lbs, the above condition does not apply.

- v. HA shall not be responsible for the ground delivery of bicycle or any attachable parts that are not accommodated on the flight on which the bicycle or any attachable parts were accepted as checked baggage.
- vi. Maximum weight for bicycle and attachable parts and container is 70 lbs and 115 linear inches.

c. **Charges**

Bicycles and any attachable parts will not be included in determining the free baggage allowance and will always each be subject to a charge,

whether or not presented as a single piece:

- i. Between points within the State of Hawaii: \$25.00 USD
- ii. Between Hawaii and points in the Continental USA: \$80.00 USD
- iii. Between points within the Continental USA: \$80.00 USD

3. **Bowling Equipment**

Items of bowling equipment will be accepted as checked baggage. Bowling equipment will be included in determining the free baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece. (For the purpose of this provision one item of bowling equipment is defined as one bowling ball, one bowling bag, and one pair of bowling shoes.)

4. **Canoe Paddles**

Canoe paddles will be accepted as checked baggage. Paddles will be included in determining the free baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece.

5. **Fishing Equipment**

Items of fishing equipment will be accepted as checked baggage. The fishing equipment will be included in determining the free baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece. (For the purpose of this provision one item of fishing equipment is defined as two rods, one reel, one landing net, one pair of fishing boots (all properly encased), and one fishing tackle box.)

6. **Football Equipment**

Items of football equipment will be accepted as checked baggage. The football equipment will be included in determining the free baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece. (For the purpose of this provision one item of football equipment is defined as one set of headgear, one set of shoulder pads, one set of knee pads, one jersey, and one pair of shoes.)

7. **Golfing Equipment**

Items of golfing equipment will be accepted as checked baggage subject to the charges specified below. (For the purpose of this provision one item of golfing equipment is defined as one golf bag containing not more than 14 golf clubs, 12 golf balls, and one pair of golf shoes.) HA will not be liable for any golfing equipment that is not in a hard shell case. A liability release form must be signed by the passenger at the time they check-in the golfing equipment.

**Charges**

Golfing equipment will be included in determining the free baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece.

8. **Scuba Diving Equipment**

Items of scuba diving equipment will be accepted as checked baggage subject to the charges specified below. The regulator valve must be completely disconnected from the cylinder and the cylinder no longer sealed (i.e. the cylinder has an open end) as the cylinder must have an opening to allow for a visual inspection inside.

If the cylinder is sealed (i.e. the regulator valve is still attached), the cylinder is prohibited and not permitted, regardless of the reading on the pressure gauge indicator. HA Agents must visibly ensure that the cylinder is completely empty and that there are no prohibited items inside. (For the purpose of this provision one item of scuba diving equipment is defined as One scuba tank (tank must be empty), One scuba regulator, One tank harness, One tank pressure gauge, One mask, Two fins, One snorkel, One knife, One spear gun, One safety vest)

**Charges**

Scuba diving equipment will not be included in determining the free baggage allowance and will always be subject to the following charges:

- i. Between any two points within State of Hawaii: \$25.00 USD
- ii. Between the Continental USA and Hawaii: \$80.00 USD
- iii. Between points within the Continental USA: \$80.00 USD
- iv. Maximum weight for Scuba Equipment is 50 lbs. Items exceeding 50 lbs but not more than 70 lbs will be subject to a charge of \$25.00 excess weight charge.

Note: Self Contained Underwater Breathing Apparatus (SCUBA) is not to be confused with Emergency Escape Breathing Devices (EEBD) also referred to as Self Contained Breathing Apparatus (SCBA). Due to TSA requirements HA will allow depleted EEBD or SCBA to be transported only as part of passenger's normal carry-on baggage allowance and not as checked baggage.

9. **Shooting Equipment (Sporting Firearms)**

Items of shooting equipment will be accepted only as checked baggage subject to the conditions and charges specified below. (For the purpose of this provision one item of shooting equipment is defined as (1) one rifle case containing not more than two rifles, with or without scopes, 10 lbs. of ammunition, one shooting mat, noise sup-pressors, and small rifle tools; (2) two shotguns and two shotgun cases and 10 lbs. of ammunition; or (3) one pistol case containing not more than five pistols.

a. **Conditions of Acceptance**

- i. Firearms must be unloaded and placed in a suitable container. Firearms must be packed in (1) a manufacturer's crush-proof type

container, manufactured specifically for the firearm, or (2) a hard case. Baggage containing handguns must be locked with a key or lock combination in possession of the passenger only, and the bag must be of hard side type. Baggage containing firearms will be transported in an area, other than the cockpit, that is inaccessible to passengers.

- ii. Ammunition must be packed in the manufacturer's original package or securely packed in fiber, wood, or metal boxes.

b. **Charges**

Firearms will be included in determining the free baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece.

10. **Shooting Equipment (Paintball Guns)**

Items of paintball gun equipment will be accepted as checked baggage subject to the conditions and charges specified below. For the purposes of this provision, paintball equipment shall be defined as one paintball gun with one barrel and one hopper, and one mask.

a. **Conditions of Acceptance**

- i. Passenger must declare that they are transporting a paintball gun
- ii. CO2 tank must be removed and must be empty
- iii. Barrel and hopper must be removed
- iv. Gun must be placed inside a case

b. **Charges**

Paintball guns will be included in determining the free baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece.

11. **Skiing Equipment**

Items of skiing equipment will be accepted as checked baggage. Skiing equipment will be included in determining the free baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece. (For the purpose of this provision one item of skiing equipment is defined as one pair of skis, one pair of ski poles, one pair ski bindings, and one pair of ski boots) One Snow board.

12. **Boogie Boards/ Skim Boards**

Boogie Boards and Skim Boards will be accepted as checked baggage. The Boogie board or Skim board will be included in determining the free baggage allowance and when in excess, each item will be subject to the excess baggage charge for a single piece.

13. **Surf, Kite, Paddle, and Wake boards**

a. **Conditions of Acceptance**

- i. Fin must be removed or well padded.
- ii. Entire board must be protected by a suitable container.
- iii. Transportation is subject to availability of space.
- iv. HA shall not be responsible for the ground delivery of board not accommodated on the flight the board was accepted as checked baggage.
- v. Limit of two (2) boards per container. Charge will be assessed per Container.
- vi. Maximum weight for Surf, Kite, Paddle and Wake Boards is 50 lbs.

**Charges**

Surf, Kite, Paddle, and Wake boards will not be included in determining the free baggage allowance and will always be subject to the following charges each.

- i. Between any two points in Hawaii: \$25.00 USD
- ii. Between Hawaii and the Continental USA: \$80.00 USD
- iii. Between points within the Continental USA: \$80.00 USD

Note: For the purpose of this provision, the above charges will be assessed per container.

14. **Tennis Equipment**

Items of tennis equipment will be accepted as checked baggage. Tennis equipment will be included in determining the free baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece. (For the purpose of this provision one item of tennis equipment is defined as up to two (2) tennis rackets that must be contained in one (1) tennis racket case suitable for carriage and one (1) canister of tennis balls. Limit of two (2) rackets per case.

15. **Windsurfing Equipment**

Windsurfing equipment will be accepted as checked baggage subject to the conditions and charge specified below. (For the purpose of this provision, windsurfing equipment is defined as consisting of one windsurfing board with a boom, and one mast and sail or any one portion of the windsurfing equipment as defined above.)

a. **Conditions of Acceptance**

- i. Transportation is subject to availability of space.
- ii. HA shall not be responsible for the ground delivery of -board not accommodated on the flight the board was accepted as checked baggage.

iii. Maximum weight for Windsurfing equipment is 70 lbs

b. **Charges**

Windsurfing equipment will not be included in determining the free baggage allowance and will always be subject to a charge:

- i. Between points within the State of Hawaii: \$80.00 USD
- ii. Between the Continental USA and Hawaii: \$80.00 USD
- iii. Between points within the Continental USA: \$80.00 USD

16. **Archery Equipment**

One item of archery equipment per customer will be accepted in lieu of one piece of free baggage. All items must be properly encased in a suitable container.

An item of archery equipment consists of:

- i. 1 bow case containing bows
- ii. 1 quiver with arrows
- iii. Maintenance Kit of sufficient strength to protect items from accidental damage.

Archery equipment carried in addition to the free baggage allowance will be assessed at current excess baggage charge. HA is not liable for damage to archery equipment that is not contained in a hard-sided case.

17. **Skateboards**

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

P. **SPECIAL ITEMS**

1. **Prosthetic Devices**

Prosthetic devices such as crutches, canes, braces, etc. will be accepted as cabin baggage or checked baggage as determined by HA personnel at the time of check-in and carried free of charge for a passenger who is dependent on such prosthetic devices.

2. **Wheelchairs and other Mobility Devices**

Wheelchairs and other mobility devices will be accepted as cabin baggage or checked baggage as determined by HA personnel at the time of check-in and carried free of charge for a passenger who is dependent on the wheelchair or other mobility devices.

- a. For all battery driven wheelchairs, the battery must be securely fastened to the wheelchair and the cable must be disconnected and the battery terminals taped so not to be exposed.
  - i. For wet cell batteries, HA must provide hazardous material packaging at no cost to the passenger.
  - ii. Dry cell and gel cell batteries are permitted in the cabin for operation of acceptable life support equipment only.

**CLAIMS**

A. **Time Limitations**

No action shall be maintained for any loss of, or damage to, or any delay in the delivery of, any property, baggage, or on any other claim (except for personal injury or death), arising out of or in connection with transportation of, or failure to transport any passenger, property or baggage unless notice of the claim is presented in writing to an office of the carrier participating in this rule alleged to be responsible therefor within 30 days after the alleged occurrence of the events giving rise to the claim, and unless the action is commenced within one (1) year after such alleged occurrence. Any written notification received by the carrier within 30 days which informs the carrier of the nature of the claim is sufficient to meet the requirements for timely notice. Failure to give the above notice shall not be a bar if the claimant can show good cause for his failure to bring his claim within 30 days.

B. **Preliminary Notice**

In the case of allegedly missing, delayed or damaged baggage, the provisions in (A) will apply, except that preliminary notice of loss, delay or damage must be submitted to HA, in writing at the airport, within four (4) hours after arrival of the flight on which the loss, delay or damage is alleged to have occurred. If the claimant fails to give notice within the given time limits, no action will lie against HA unless the claimant establishes to the satisfaction of HA that he/she was unable to give such notice.

C. **Overcharges**

In addition to the requirements in paragraph (A) above, no claims for overcharge shall be valid and no action shall be maintained thereon more than one year after date of sale of the ticket, unless such claim or action is accompanied by the passenger coupon portion of said ticket.

D. **Prompt Baggage Delivery**

HA's goal is to locate and return lost baggage to its owner within twenty-four (24) hours of its owners arrival at their final destination. HA will make every effort to ascertain ownership and locate the owner for any unclaimed checked baggage. HA recommends all passengers attach their name, address and telephone number on the outside and inside of each piece of checked baggage. For protection of all passengers, baggage is subject to inspection. Medication, cameras, jewelry, travel documents, keys, and other important personal items should be in the passenger's possession and should not be placed in checked baggage.

## CUSTOMER ADVOCATE ISSUES

### A. Time Limitations

No action shall be taken on complaint issues seeking restitution unless notice of the complaint issue is presented in writing to the *Consumer Affairs Office* of the carrier participating in this rule alleged to be responsible within two (2) years after such alleged occurrence. Any written notification received by the carrier within two (2) years which informs the carrier of the nature of the complaint issue is sufficient to meet the requirements for timely notice. Failure to give the above notice shall not be a bar if the claimant can show good cause for his/her failure to bring his/her claim within two (2) years. Incidents that occurred on or prior to September 21, 1993 are exempted based on Chapter 11, U.S. Bankruptcy Code.

### B. Additional Information Request Notice

In the case of alleged cases not furnishing adequate information/document to formulate a conclusion/decision, the carrier will notify the claimant that further information/document is required. No further action will be taken until the claimant furnishes the required information/document to continue the investigation/response process. Failure to give the above information/document, provisions in (A) will apply.

### C. Compensation Settlements

If compensation is found to be in order, the compensation will be issued to the ticketed passenger involved in the incident, regardless if the ticket holder is the purchaser of said ticket or not. The form of compensation will be determined by a passenger's individual situation rather than by a specific incident. If a passenger is unable to claim his/her compensation settlement due to death or illness, the compensation settlement will be issued to his/her designated person as stipulated in his/her Power of Attorney or Will. In cases of children under the age of 12 years, the compensation will be issued to him/her care of his/her appointed Guardian.

**NOTE:** Complaints involving Refund, Baggage, and other various departmental issues may be designated to the applicable department for determination and response. Notification of such a referral will be sent to claimant in writing.

### D. Responsiveness

Hawaiian Airlines is dedicated to keeping passengers informed, to responding to issues raised by our customers and to resolving those issues expediently. It is Hawaiian Airlines' goal to respond substantively to complaints within thirty (30) business days of receipt.

## DEFINITIONS

As used in this tariff, unless otherwise defined:

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

**Applicable Adult Fare** means the fare which would be applicable to an adult for the transportation to be used.

**Carrier** means Hawaiian Airlines, Inc. and/or other carrier(s) participating in the carriage of passengers in interline transportation.

**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.

**Consequential Damages.** 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 Contiguous States of the United States excluding Alaska and Hawaii.

**Deluxe Jet** means DC-9 equipment assigned on intra-Hawaii scheduled flights.

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

**Full Adult Fare/Full Fare** means the one-way fares designated by fare class and code as a one-way coach (Y).

**Immediate Family** unless otherwise defined in a specific rule, means spouse and children, adopted children, sons-in-law, daughters-in-law, mothers-in-law, fathers-in-law, brothers-in-law, sisters-in-law, grandparents, grandchildren, brothers, sisters, mother and father, Step daughter, Step son, Step mother, Step father, Step sister, Step brother, Step grandparents, and Step grandchildren.

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

**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 timetables of such carriers shall constitute "agreed stopping places". 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

**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 to be "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. This provision shall not be deemed to contain an exclusive definition of transportation which is regarded by the parties as "a single operation."

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

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

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

**Open Jaw Trip** means any trip which is essentially of a round trip or circle trip nature but the outward point of departure and the inward point of arrival or the outward point of arrival and inward point of departure of which are not the same.

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

**Reroute** means a change of routing, fare, carriers, class of service, flight or date from that originally provided for on the ticket.

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

**Routing** means the carrier(s) and/or the cities and/or class of service and/or type of aircraft via which transportation is provided between two points, as specified in any tariff filed by HA.

**South Pacific** means the area comprising all routes between points in the U.S./Canada on the one hand and points in the Southwest Pacific on the other hand via the Pacific Ocean.

**Southwest Pacific** means that area comprising Australia, Cook Islands, Fiji Islands, French Polynesia, Gilbert and Ellice Islands, Loyalty Islands, New Caledonia, New Herbrides, New Zealand, Papua New Guinea, and intermediate islands.

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

**United States or United States of America** means the 50 federated states and the District of Columbia, Puerto Rico, The Virgin Islands, American Samoa, The Canal Zone, Guam, Midway and Wake Islands.

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

#### DENIED BOARDING COMPENSATION

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

##### A. Definitions

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

##### B. Request for Volunteers

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

**NOTE:** In exchange for voluntarily relinquishing confirmed space and subject to the passenger's approval, the carrier will compensate the passenger with credit valid for the purchase of transportation instead of monetary compensation. The credit will be valid for travel on HA within 365 days from the date of issue and will apply only to online transportation via HA, may not be

endorsed to or accepted by any other carrier, and will not be refundable to, saleable by, transferable by, or assignable by the passenger.

**C. Boarding Priorities**

1. If a flight is oversold (more passengers hold confirmed reservations than there are seats available), no one may be denied boarding against his/her will until airline personnel first ask for volunteers who will give up their reservations willingly, in exchange for a payment of the airline's choosing. If there are not enough volunteers, other passengers may be denied boarding involuntarily, in accordance with the boarding priority of the specific carrier.
2. In the event the flight is known to be oversold while passengers are still in the process of check-in, the passengers will be accepted for the flight in the order of "check-in." In the event the flight is known to be oversold only after boarding, the passengers will be accepted for the flight in the order of boarding.

**EXCEPTION:** If any seats are made available by persons willing to voluntarily relinquish their seats, passengers who are qualified and with a disability, unaccompanied children, elderly or infirmed (to an extent that failure to carry would in carrier's opinion, cause a severe hardship) will be offered the available seats regardless of the order of check-in or boarding. Passengers within these categories will be accepted in the order of check-in or boarding.

**D. Transportation for Passengers Denied Boarding**

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

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

**E. Compensation for Involuntary Denied Boarding**

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

**1. Conditions for Payment**

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

**EXCEPTION 1:** The passenger will not be eligible for compensation if the flight on which he/she holds confirmed reserved space is unable to accommodate him/her because of government requisition of space or substitution of equipment of lesser capacity when required by operational or safety reasons.

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

**EXCEPTION 3:** The passenger will not be eligible for compensation when he/she is accommodated on another flight or flights that are planned to arrive at the passenger's next stopover or, if none, final destination within one (1) hour after the scheduled arrival time of the passenger's original flight or flights.

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

**2. Amount of Compensation**

- a. The carrier will pay damages as follows:

- i. 200% of the sum of the values of the passenger's remaining flight coupons of the ticket to the next stopover, or if none, to the destination, up to a maximum of USD 400.00.
- ii. If, however, the carrier arranges for comparable air transportation that is accepted and used by the passenger, 50% of the amount described above, up to a maximum of USD 200.00, provided such alternate transportation is scheduled to arrive at the passenger's next stopover, or if none, at the airport of the passenger's destination.
- iii. In the case of foreign air transportation, not later than 4 hours after the planned arrival at the airport of the passenger's next point of stopover, or, if there is no next point of stopover, at the airport of the passenger's destination, of the flight on which the passenger holds a confirmed reservation.

**NOTE:** At the passenger's option, the carrier may compensate the passenger with credit valid for transportation instead of monetary compensation. The offer of free transport would be equal to or greater than the monetary compensation due. The credit voucher is nontransferable, has no refund value, and may be voluntarily rerouted and reissued by the issuing carrier only.

### 3. Time of Offer of Compensation

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

## SERVICE ANIMALS

A. HA accepts service animals trained to assist Qualified Individuals with a Disability who require the animal to assist them in the performance of necessary activities. The animals will be permitted to accompany the passenger into the cabin, if they meet the conditions of acceptance noted below.

### B. Conditions of Acceptance

1. HA will 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 Qualified Individual with a Disability.
2. HA reserves the right to ask the passenger what type of tasks and/or functions the Service Animal provides.
3. Service Animals must be properly harnessed or leashed and remain under the direct control of the Qualified Individual with a Disability.
4. Service Animals, must be small enough and confined to sit in the lap of the qualified Individual with a Disability or in the space under the seat without invading another customer's seat area during the entire flight. If no other accommodation can be made and the animal is too big to fit safely in the cabin, the Service Animal must be checked as baggage. See Exception below
5. Service Animals used for emotional support, psychiatric service or comfort require current documentation (not more than one year old) on letterhead from the treating mental health professional. HA reserves the right to refuse transport in the cabin as a Service Animal if required documentation is not provided.
6. The service animal will not occupy a seat.
7. The service animal 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 emergency evacuation.

There are no fees for the transportation of service animals, either in the cabin or as checked baggage.

Exception: Large service animals which cannot fit in front of one seat and requires the leg space of a second seat shall be assessed a charge equal to 50% of HA's applicable published fare.

C. Dogs trained in explosive detection, drug search, search and rescue, or other specific functions, will be permitted to ride in the passenger cabin without charge and without being transported in a container provided:

1. The dog is properly harnessed or leashed; and
2. The dog is accompanied by its handler; and
3. The dog is not allowed to occupy a seat; and

4. The dog is not allowed to be seated in emergency exit rows
  5. The dog and its handler must be in official emergency duty status which must be documented in writing to the satisfaction of HA. The documentation must be surrendered to HA at the time of boarding
- D. Service animals in training will not be accepted by HA for transport under this rule.
- E. The customer assumes full responsibility for the safety, well-being and conduct of the Service Animal, including the interaction of the Service Animal with other customers who may come into 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. HA reserves the right to charge the passenger for reimbursement of repair and/or cleaning costs incurred for transport of the Service Animal.

#### ELECTRONIC SURVEILLANCE OF PASSENGERS AND BAGGAGE

Passengers and their baggage are subject to inspection with an electronic detector with or without the passengers consent or knowledge.

#### EMERGENCY SITUATIONS

Every Hawaiian Airlines pilot in command of a flight has authority to exercise their judgment depending on the circumstances to declare and take action necessary to Respond to any emergency situation, which may arise, in compliance with Federal Regulations.

If a customer requires emergency medical attention, the procedures set out in the Hawaiian Airlines Flight Operations Manual will be applied. If a qualified medical person (physician, nurse, physician's assistant, EMT) is on-board the aircraft their assistance will be requested. The on-board medical emergency kit will be made available and the pilot in command will utilize on-board communications equipment to obtain additional medical support and assistance.

Hawaiian Airlines has contracted with a Medical Advisory Group, (MedLink), allowing pilot-to-physician phone contact accessible from anywhere in the world. When contacted by the cockpit crew the advising physician will help provide the appropriate treatment and assist in determining if a flight diversion is necessary. Arrangements for emergency transport to a medical facility capable of treating the customer's condition may also be made.

If the Aircraft is still on the ground, ATC will be requested either to provide expedited taxi clearance to the terminal or dispatch the airport's emergency response medical staff to the airplane depending on the circumstances.

Based on the medical advice received, the flight may be diverted, an emergency may be declared and other available means will be applied to provide emergency medical assistance if warranted.

#### APPLICATION OF FARES - GENERAL

- A. 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.
- B. Fares apply only for transportation for the classes of service and aircraft stated in connection with fares governed by this tariff.
- C. Unless otherwise provided, flight departure or arrival time, as specified in connection with the application of fares, refers to flights bearing such designations and schedules, flight departure or arrival times, as set forth in HA's flight schedule.
- D. 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 HA or carriers by whom, or on whose behalf, such fares and charges are published.
- E. 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 following fares or combination of fares via HA between and via the same airport:
  1. A combination of fares via the class of service used for a portion of the transportation, and fares for a higher class of service for the remainder of the transportation, or
  2. A combination of fares via higher classes of service, or
  3. A through published fare via a higher class of service.

Note: For the purpose of this rule, fares are published in the following descending order of classes of service:

Unrestricted First Class - F

Restricted First Class - P

Peak Restricted Coach - X

Unrestricted Coach - Y

Restricted Coach - V/W/Q/B/M/N/H/K/L

### CIRCLE-TRIP FARES

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

### CURRENCY

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

### MINIMUM FARES

Except as otherwise provided, when rules in this tariff or in tariffs governed by this tariff, provide for application of fares based on percentages of other fares, the minimum one-way fare applicable to the total local or interline transportation sold subject to this tariff is as follows; however, if the passenger's transportation is via 2 or more carriers having different minimum fares, the highest minimum fare will apply to such interline transportation.

### ROUND-TRIP FARES

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

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

### ROUTINGS

- A. Each fare applies only to transportation via the routings specified in connection with such fare. Any local routing in connection with a fare applicable to transportation over the lines of any one carrier between any two points shall be included in any routing in connection with:
  1. Any published joint fare which includes transportation over the lines of such carrier between such points, unless expressly excluded from the joint fare routing or routings; or
  2. Any through fare constructed by combining a local fare with a joint fare. In such instances, the local routing of any one carrier shall apply to its entire portion of the through routing, whether or not the passenger travels via the point over which the fare is combined.
- B. Where more than one local fare applies for the portion of passage via a carrier participating in a joint fare, the joint fare shall apply only via the routings specified in connection with the lowest local fare.

### STOPOVERS

Except as otherwise provided, stopovers are permitted at points in Hawaii, on transportation between points in Hawaii and points in Continental United States, upon payment of the combination of applicable fares, or stopover charges when provided in transportation, unless the applicable tariff specifically permits without charge, at intermediate points on the applicable routing.

A stopover, as used herein, occurs when a passenger arrives at an intermediate or junction transfer point on a flight of any carrier and fails to depart from such intermediate or junction transfer point on:

- A. The first flight on which space is available; or
- B. The flight that will provide for the passenger's earliest arrival at intermediate or

junction transfer point(s) or destination point, via the carrier and class of service as shown on the passenger's ticket. Provided, however, that in no event will a stopover occur when the passenger departs from the intermediate or junction transfer point on a flight shown in the carrier's official general schedules and/or service patterns as departing within 4 hours after his/her arrival at such point.

#### FLIGHT DELAYS/CANCELLATIONS (CONFIRMED PASSENGERS)

##### A. General

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

HA will make every attempt to notify passengers of any flight delays, cancellations or diversions as soon as any decision to make such a change is confirmed. On the day of departure, in either the airport or onboard the aircraft, HA employees will update passengers at minimum every twenty (20) minutes on the status of the flight.

##### B. Definitions

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

1. **Comparable air transportation** means transportation provided by air carriers or foreign air carriers holding certificates of public convenience and necessity, or foreign permits.
2. **Connecting point** means a point to which a passenger holds or held confirmed space on a flight of one carrier and out of which the passenger holds or held confirmed space on a flight of the same or another carrier. All airports through which a city is served by any carrier will be deemed to be a single connecting point when the receiving carrier has confirmed reservations to the delivering carrier.
3. **Delivering carrier** means a carrier on whose flight a passenger holds or held confirmed space to a connecting point.
4. **Misconnection** occurs at a connecting point when a passenger holding confirmed space on an original receiving carrier is unable to use such confirmed space because the delivering carrier was unable to deliver him/her to the connecting point in time to connect with the receiving carrier's flight.

**NOTE:** The same rules regarding delivering and receiving carrier responsibility apply at the subsequent point(s) of misconnection as would apply at the point of original misconnection.

5. **New receiving carrier(s)** means a carrier or combination of connecting carriers, other than the original receiving carrier(s), operating between the point of misconnection and the destination or next point of stopover or connecting point shown on the passenger's ticket, on whose flight a passenger is transported from the connecting point.
6. **Original receiving carrier(s)** means a carrier or combination of connecting carriers on whose flight(s) a passenger originally held or holds confirmed space from a connecting point to a destination, next stopover or connecting point.
7. **Outbound flight** means the flight on which a passenger originally held confirmed space beyond the point where the schedule irregularity or failure to carry occurs.
8. **Schedule irregularity** means any of the following irregularities:
  - a. Delay in scheduled departure or arrival of a carrier's flight resulting in a misconnection, or
  - b. Flight cancellation, omission of a scheduled stop, or any other delay or interruption in the scheduled operation of a carrier's flight, or
  - c. Substitution of equipment of a different class of service, or
  - d. Schedule changes which require rerouting of passenger at departure time of the original flight.

##### C. Schedule Irregularity

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

1. Any carrier causing such delay or in the case of a misconnection, the original receiving carrier(s) will transport the passenger without stopover on its (their) next flight on which space is available in the same class of service as the passenger's original outbound flight at no additional cost to the passenger. If space is available on a flight(s) of a different class of service acceptable to the passenger, such flight(s) will be used without stopover at no additional cost to the passenger, only if it (they) will provide an earlier arrival at the passenger's

destination, next stopover point, or transfer point.

2. If the carrier causing such delay, or in the case of misconnection the original receiving carrier(s) is unable to provide onward transportation acceptable to the passenger, any other carrier or combination of connecting carriers, at the request of the passenger will transport the passenger without stopover on its (their) next flight(s) in the same class of service as the passenger's original outbound flight; or if space is available on a flight(s) of a different class of service acceptable to the passenger, such flight(s) will be used without stopover at no additional cost to the passenger, only if it (they) will provide an earlier arrival at the passenger's destination, next stopover point or transfer point, or
3. The carrier causing the schedule irregularity will provide a refund in accordance with Rule 260 (Involuntary Refunds) if applicable.

**D. Amenities/Services for Delayed Passengers**

The carrier will assume the expenses outlined below for all passengers incurred as a result of cancellation, delay or interruption of any flight on which a passenger holds confirmed reservations. Passengers will be informed of the available amenities when a delay is expected to exceed 4 hours.

1. **Hotel Rooms** - HA will provide one-night's lodging at accommodation selected by HA when a passenger's delay is expected to exceed 4 hours and extend into the period 10:00 pm through 6:00 am, and no scheduled alternate transportation is available to the passenger's destination or stopover point. HA will not provide lodging for passengers who reside in the city where the interruption occurs.
2. **Meals** - Passengers will be furnished one meal voucher if the delay will extend beyond the four (4) hours. No alcoholic beverages will be furnished to any passengers.
3. **Local Ground Transportation** will be provided to the downtown area or from/to local hotel whichever is applicable.
4. **Communications** - One long distance telephone call will be allowed between any two points in the United States.
5. In lieu of the above, and subject to passenger's approval, HA will compensate the passenger with credit valid for the purchase of transportation. The credit will be valid for travel only on HA within 365 days of the date of issue and will apply only to online transportation via HA, may not be endorsed to or accepted by any other carrier and is not refundable to, saleable by, transferable by or assignable by the passenger.

**EXCEPTION 1:** The provisions above do not apply to passengers holding confirmed reservations, on a flight which is delayed or cancelled because of U.S. weather bureau observations or forecasts indicating that environmental conditions will be such that at the time of arrival or departure of the flight either the airport may be closed, or that weather conditions will be less than minimum allowed for landing or takeoff as required by the Federal Aviation Administration. If an attempt is made to conduct the flight, all passengers will be informed that an attempt will be made.

**NOTE:** The above exception does not apply and amenities will be provided to:

1. A passenger who is deplaned at a point other than his/her destination or point of origin.
2. A passenger whose onward transportation on the carrier is delayed or cancelled at a connecting point intermediate to his/her destination.
3. A passenger who in the carrier's best judgment requires such amenities and services because of special circumstances, i.e., unaccompanied children, elderly persons, invalids or incapacitated and/or ill passengers, and qualified individuals with a disability, in order to maintain the safety, health and welfare of such passengers.

**EXCEPTION 2:** When an HA flight is delayed or cancelled because U.S. Weather Bureau observations or forecasts indicating that environmental conditions at the airport of destination will be such that, at the time of arrival of the flight, either the airport may be closed, or that weather conditions will be less than minimum allowed for landing as required by the Federal Aviation Administration, passengers originating travel on such a flight will be given that information before departure of the flight. After all passengers have been informed that 1) indications are the flight will be unable to land at their destination or stopover point and 2) that if the flight does not land, HA will not provide amenities of any kind, those passengers who nevertheless elect to travel may be boarded. Passengers who hold confirmed reservations and who have come to the airport to board that flight to that point but elect not to travel after being so informed, will be provided ground transportation from the airport, back to their residence/hotel, but no other amenities will be provided. Passengers making direct connections from another HA flight or any other carrier will be provided full amenities, whether they elect to remain at the connecting point or whether they elect to travel and are landed at a point other

than their final destination or stopover point.

**EXCEPTION 3:** The services and amenities described above will not be provided for flight interruption, cancellation or delay caused by acts of God, riots, civil commotions, government embargoes or regulations, wars, hostilities, disturbances, adverse weather conditions, labor disputes, air traffic congestion, airport closure or interline misconnection due to delay of other carriers.



- E. If extended delays (over two- (2) hours) are encountered for passengers already boarded, HA will attempt to arrange for deplaning. If that is not possible or deplaning would only lengthen the delay, HA will provide food (snack mix, pretzels etc.), water, juice and/or soft drinks, rest room facilities and access to medical treatment, consistent with passenger and employee safety.

**F. LIABILITY OF CARRIER**

Except to the extent provided in this rule, no carrier will be liable for failing to operate any flight according to schedule or for changing the schedule of any flight, with or without notice to the passenger.

- G. Notwithstanding the provisions of this rule, the carrier will not accept for any purposes under this rule, passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations or whose aviation certificate has been revoked or suspended by the Federal Aviation Association.

**EXCEPTION:** Notwithstanding the provisions of this paragraph, tickets issued by the defaulting carrier will be accepted solely for transportation over the lines of another carrier provided such tickets were issued by such defaulting carrier in its capacity as agent for the other carrier and specified transportation via that carrier. When tickets are accepted, no adjustments in fare will be made which would require the other carrier to refund money to the passenger.

- H. The carrier will not be responsible for any consequential damages or incidental costs incurred by the passengers such as, but not limited to, loss of wages/income/salaries.

**FLIGHT DELAYS/CANCELLATIONS (STANDBY PASSENGERS)**

**A. Liability of Carrier**

Except to the extent provided in Paragraph B of this rule, HA will not be liable for failing to operate any flight according to schedule, or for changing the schedule of any flight, with our without notice to the passenger.

**B. Options of Passengers**

Whenever HA fails to operate any flight according to schedule or changes the schedule of any flight, the carrier will, at the request of the passenger:

1. Transport the passenger on another of its flights on which space is available.
2. Refund an amount determined in accordance with Rule 260 upon surrender of the unused portion of the ticket.

**OXYGEN**

**A. PORTABLE OXYGEN CONCENTRATOR (POC)**

HA will accept POCs that have been approved by the FAA for use in the cabin and by HA for use on its flights as follows:

1. HA will accept the following POCs onboard its flights.
  - a. Inogen One Model IO-100
  - b. AirSep "Lifestyle" Model AS081-1
  - c. AirSep FreeStyle Model AS095-1
  - d. SeQual "Eclipse Oxygen System"
  - e. Respironics "EverGo"

Other types of POCs not approved by the FAA for use on board an aircraft or HA for use on its flights will not be accepted onboard any HA aircraft.

Customer may bring personally owned approved POCs on board or those provided by Oxygen To Go.

2. Requirements for use of POCs on HA aircraft:
  - a. Customer must advise HA of intent to bring a POC onboard when checking in for the flight or at the airport prior to boarding.
  - b. Customer must have in their possession a written statement from their attending physician dated within thirty (30) days of departure point that includes:
    - i. Verification that the passenger is able to see and hear alarms and respond appropriately; AND
    - ii. Verification of when the oxygen will be required; i.e. for the duration of the trip or a portion of the trip; AND
    - iii. Prescribed oxygen flow rate identified in litres per minute (LPM) plus any additional information required.

- c. Customer must ensure that there is sufficient number of charged batteries for the duration of the flight, plus any unanticipated delays. In order to determine how many batteries to travel with, customers should consider the posted flight time from departure to arrival, plus twenty-five percent (25%). Extra batteries must be packaged individually to protect from short-circuiting and physical damage. Batteries protected from short-circuit include batteries with recessed battery terminals and batteries packaged so that the battery terminals do not contact metal objects. Extra batteries must be packaged to meet standard packaging guidelines.
  - d. Customer must ensure that the POC is free of oil, grease, or other petroleum products, and is in good condition and free of damage or other signs of excessive wear or abuse. Verification of appropriate maintenance of the POC must be provided by the passenger upon request.
  - e. During taxi and takeoff or landing, the POC must be properly stowed under the seat in front of the user or in the overhead bin. If the customer is using the device during taxi, take-off, and landing, the customer must be seated so that the device does not restrict any customer's access to an exit or the aisle. POCs may not be used when seated at an exit row or bulkhead seat.
  - f. Customer may use the POC while moving about the cabin as long as the "Fasten Seat Belt" sign is not illuminated.
  - g. Passenger is restricted from using any power outlet onboard the aircraft.
  - h. If the POC is to be carried onboard the aircraft as carry-on baggage and is not intended to be used in flight, the POCs must be empty and free of pressure, if applicable. The battery must also be removed and packaged separately, unless the unit has at least two effective protective features to prevent accidental operation.
3. **RESTRICTED ITEMS:** The following items are not permitted on board any HA aircraft:
    - a. Personal oxygen systems containing liquid oxygen are not permitted on board any HA aircraft including transportation of the device in the cabin or checked baggage;
    - b. The use of a satellite conserver in conjunction with the POC is not permitted onboard any HA aircraft while on the ground or in flight.
  4. POCs and spare batteries, as well as carry cases, are considered by HA to be assistive devices and will not be counted toward the one carry-on baggage or personal item allowance. Passenger may be required to be assessed and cleared for prescreening or fit to fly evaluation.

#### **B. PRE-PLANNED OXYGEN SERVICE**

HA will no longer provide on-line in-flight supplemental oxygen service.

**EXCEPTION:** For infants being transported wholly within the State of Hawaii, refer to Rule 50 of the International Contract of Carriage for applicable rules.

#### **PASSPORTS AND VISAS -- RESPONSIBILITY OF PASSENGER**

- A. Each passenger desiring transportation across any international boundary shall be responsible for obtaining all necessary travel documents and for complying with the laws of each country from, through or to which he desires transportation, and unless applicable laws provide otherwise, shall indemnify each carrier for any loss, damage, or expense suffered or incurred by such carrier by reason of such passenger's failure to do so. No carrier shall be liable for any aid or information given by any agent or employee of such carrier to any passenger in connection with obtaining such documents or complying with such laws, whether given orally or in writing or otherwise; or for the consequences to any passenger resulting from his failure to obtain such documents or to comply with such laws.
- B. Subject to applicable laws and regulations, the passenger shall pay the applicable fare whenever the carrier, on Government order, is required to return a passenger to his 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. Carrier will apply to the payment of such fares any funds paid by the passenger to the carrier for unused carriage, or any funds of the passenger in possession of the carrier. The fare collected for carriage to the point of refusal or deportation will not be refunded by the carrier unless the law of such country requires that such fare be refunded.

#### **FOREIGN CURRENCY REFUNDS**

**Export Control.** HA reserves the right to refuse to make any refund authorized by this tariff in a currency other than that used in the purchase of the ticket to be refunded or at a place other than that at which payment for such ticket was made.

#### **INVOLUNTARY REFUNDS**

- A. **The amount the carrier will refund** upon surrender of the unused portion of the passenger's ticket according to Rules 35 (Refusal to Transport), 50 (Acceptance of Children), 235 and 240 (Flight Delays/Cancellations), will be:
1. **If no portion of the ticket has been used:**  
HA will refund an amount equal to the fare and charges applicable to the ticket issued to the passenger.

If a portion of the ticket has been used the refund will be an amount equal to the lowest applicable direct one-way fare (or, on round/circle/open-jaw trip tickets to which a discount applies, 50% of the round-trip fare) for the classes of service paid or less the same rate of discount that was applied in computing the original fare and charges applicable from the point of termination to the destination named on the ticket, or to the point at which air transportation is to be resumed:

- a. The routing specified on the ticket, if the point of termination was on the routing of the ticket, or
- b. The routing of any carrier(s) operating direct service between such points, if the point of termination was not on the routing specified on the ticket.

The amount of refund will not exceed the fare for the portion of the ticket from the last point of stopover to the last point of stopover to the next point of stopover/final destination.

**EXCEPTION 1:** The carrier will make no refund:

<b>When the destination designated on the passengers ticket is:</b>	<b>and the flight on which the passenger is being transported terminates at</b>
LAX	ONT
OAK	SFO
ONT	LAX
SFO	OAK

2. Notwithstanding the provisions of this rule, the carrier will not accept for any purposes under this rule, passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations

## VOLUNTARY REFUNDS

### A. General

When a fare rule allows for a refund on the ticket issued, Refunds will be issued within seven (7) business days for domestic credit card purchases. The refund may take up to two billing cycles before it is reflected on the purchaser's credit card statement. Refunds for eligible tickets purchased with cash or check will be processed within 20 business days. Fees or penalties will apply to your refund as described in Paragraph A.3 below.

When Rules 35 (Refusal to Transport), 50 (Acceptance of Children) or 240 (Flight Delays/Cancellations) are not applicable, the carrier which issued an refundable ticket will, provide a refund to the passenger on the following basis:

1. **If no portion of the ticket has been used**, the refund will be an amount equal to the fare and charge applicable to the eligible ticket issued to the passenger.
2. **If a portion of the ticket has been used**, the refund will be an amount equal to the difference between the fare and charges applicable to the eligible ticket issued to the passenger, and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket.

### By Mail

When requesting refund, passenger must submit the unused portions of the ticket to HA within 12 months after the original issue date to Refunds Department at the following addresses:

Via U.S. Postal Service:	Via Courier Service:
Hawaiian Airlines, Inc.	Hawaiian Airlines, Inc.
Refunds	Refunds
P.O. Box 29906	3375 Koapaka St, Ste G350
Honolulu, HI 96820	Honolulu, HI 96819

Request should include:

- Requestor's full name, address and daytime phone number

- a brief explanation of why refund is being requested
- the unused portion (coupons) of eligible ticket
- passenger receipt (coupon)
- any other documentation to assist in processing the refund request

#### **HA Airport or City Ticket Office**

Refunds for paper tickets or e-tickets should be requested by the completion of a refund application that can be obtained at any HA Airport or *City Ticket Office* location.

HA assumes no obligation to issue a voluntary refund in accordance with 1) and 2) above, unless such ticket was issued on HA ticket stock. The term "HA ticket stock" means tickets which are printed or imprinted with the HA carrier code (173) as part of the ticket serial number.

3. All voluntary refunds made on eligible tickets will be assessed the following service fee:
  - For travel wholly within the State of Hawaii: USD 25.00
  - For travel between Hawaii and the Continental USA: USD 75.00

Note: The fee will be waived in cases of certified death where passengers elect to accept the refund in the form of a transportation credit voucher valid for one year from date of issue:

**EXCEPTION:** Full refunds will be given to all active duty military personnel, their immediate family members or traveling companions, and to all military and government fares without the service charges above. Non-active military personnel may receive full refunds without service charge if they are able to provide proof of orders which prevent them from travelling as ticketed.

**NOTE:** In addition to fully refundable tickets, eligible tickets may include non-refundable tickets in circumstances involving certified illness or death as follows-

- i. In cases of certified illness, fares will be refunded with fees outlined in paragraph A.3. Such refund will be given for the value of the ticket less applicable administrative fee in the form of a transportation credit voucher only, valid for one year from issue date.
  - ii. In cases of certified death of the passenger, passenger's immediate family member, or traveling companion, fares will be refunded with fees outlined in paragraph A.3, which will be waived if refund is given in the form of a transportation credit voucher, which will be valid for one year from the date of issue.
4. When rerouting and flight changes are requested due to death or illness of the passenger, a member of the passenger's immediate family (traveling or not) or a traveling companion, HA Consumer Affairs Office will refund date change fees with a maximum of \$125 each way per person in cases of certified death of an immediate family member or hospitalization of passenger or immediate family member as defined in Rule 005 of this tariff. Reroute fees will not be refundable due to death or illness. Medical Documentation or Death Certificate must be sent to: HA Consumer Affairs, PO Box 30008, Honolulu, HI 96820, or faxed to (808) 838-6777.

#### **B. Person to Whom Refund is Made**

Except as provided below, the carrier will issue a refund to the purchase of the ticket,

**REFUND OF TICKETS AS DESCRIBED BELOW WILL BE MADE ONLY TO:**

1. In exchange for a Prepaid Ticket Advice and/or Miscellaneous Charge Order: The purchaser of the Prepaid Ticket Advice and/or Miscellaneous Charge Order.
2. Under a Universal Air Travel Plan: The subscriber against whose account the ticket was charged.
3. Against a Transportation Request, issued by a government agency, other than a U.S. Government Agency: The government agency, which issued the Transportation Request.
4. Against a U.S. Government Transportation Request: The U.S. Government Agency which issued the U.S. Government Transportation Request with a check payable to the "Treasurer of the United States"
5. Tickets issued against a credit card: The account of the person to whom such credit card has been issued.

#### **C. Lost Tickets**

1. **Service Charge.** A service charge of USD25.00 will be assessed if tickets were issued for travel wholly within the State of Hawaii. A service charge of USD75.00 will be assessed for travel to any other destination.

Exception 1: No service charge will be imposed for Military Passengers when

transportation is paid for with a U.S. Government Transportation Request (Form 1169).

## 2. Application for Lost Tickets

- a. Time limit. The refund will be made in accordance with rule 270 provided application therefore has been made not later than one month after the expiration date of the lost ticket.
- b. Where filed. Application must be filed in the general offices of the carrier for such refunds.
- c. Form of Application. Application must be made on forms prescribed by the carrier for such refunds.
- d. When payable. A refund will not be made in less than (4) months after receipt or proof of loss, subject to e) below.
- e. Previous Use or Refund. Refund will be made only provided that the lost ticket or lost portion thereof has not previously been honored for transportation or refunded to any person.
- f. Indemnity. HA will make such refund only provided that person to whom the refund is made agrees, in such form as may be prescribed by HA, to indemnify HA for any loss or damage, which it may sustain for reason of such refund.

## 3. Amount of Refund. When a passenger loses his/her ticket or the unused portion thereof the carrier which issued the ticket will make the refund in the following amounts as applicable.

- a. If no portion of the ticket has been used and:
  - i. The passenger has purchased a new ticket at the published rate covering the same transportation as covered by the unused portion of the lost ticket the refund will be an amount equal to the fare and charges paid for such new ticket less the lost ticket application fee.
  - ii. The passenger has not purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket and chooses not to travel, the refund will be an amount equal to the fare and charges paid on the lost ticket less the lost ticket application fee.
- b. If a portion of the ticket has been used and:
  - i. The passenger has purchased a new ticket at the published rate covering the same transportation as covered by the unused portion of the lost ticket the refund will be an amount equal to the fare and charges paid for such new ticket less the lost ticket application fee.
  - ii. The passenger has not purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket and chooses not to travel, the refund will be an amount equal to the difference between the charges paid and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket less the lost ticket application fee.
  - iii. If HA can show within the passenger name record the original ticket numbers that were issued and then lost, the carrier will issue a ticket valid for boarding with no additional collection with the exception of the applicable lost ticket application fee. This case would result in no refund being processed.
- c. Notwithstanding the provisions of this rule, the carrier will not accept for any purposes under this rule, passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations.

Passengers must travel on the date that they were originally ticketed otherwise HA will collect the additional penalty charge in addition to of the fee for date changes. The replacement ticket(s) will be issued as a Hawaiian Airlines published fare.

## REFUSAL TO TRANSPORT

### A. Government Request or Regulations

Whenever such action is necessary to comply with any governmental regulation, or governmental request for emergency transportation in connection with the Department of Defense, or whenever necessary or advisable by reason of weather or other conditions beyond its control (including, but without limitation acts of God, force majeure, strikes, civil commotion's, embargoes, wars, hostilities, or disturbances) actual, threatened or reported.

### B. Search of Passenger of Property

A passenger who refuses to permit search of his/her person or property for explosives or concealed, deadly or dangerous weapon/article.

**C. Proof of Identity**

Who refuses on request to produce identification.

Note: The carrier has the right to require identification of persons purchasing tickets and/or presenting a ticket(s) to board any aircraft.

**D. On any Hawaiian Airlines Flight**

Hawaiian Airlines reserves the right to refuse transportation on any Hawaiian Airlines flight if:

1. Persons whose conduct is disorderly, abusive or violent.
2. Persons who are unable to sit in the seat with the seatbelt fastened.
3. Persons who appear to be intoxicated or under the influence of drugs.
4. Persons with a communicable disease or infection which has been determined as such by the U.S. Surgeon General, The Center of Disease Control, or other Federal Health authority. The carrier will accept such qualified disabled individuals if presented a medical certificate is presented from the passenger's physician saying that the disease or infection would not, under present conditions, be communicable to other persons during the course of a flight and dated within ten (10) days of the date of the flight for which it is presented.
5. Persons who are mentally incapacitated. However, the carrier will accept escorted mental patient under the following conditions:
  - a. The requesting medical authority furnishes assurance, in writing, that an escorted mental patient can be transported safely.
  - b. Only one escorted mental patient will be permitted on a flight.
  - c. Acceptance is for online travel only.
  - d. The escort assures that:
    - i. The escorted passenger will be accompanied at all times.
    - ii. The escorted passenger does not possess or have access to articles that could be used as deadly or dangerous weapons.
    - iii. The escort has adequate restraining devices if needed.
  - e. The following specific procedures for the transportation of escorted mental patients must be complied with:
    - i. Escorted mental patients will be boarded first and deplaned last. They will be seated in the rear-most available seats with the escort seated between the escorted passenger and the aisle. Escorted mental patients will not be seated in a row with, behind or forward of a window exit, or in a row or opposite a door exit.
    - ii. The escorted mental patients will be restrained from moving about aloft or on the ground. The passenger will not be allowed to smoke and the escort must ensure that all matches are removed from the passenger before boarding.
    - iii. No food, beverage, or metal utensils will be provided the escorted passengers unless specifically authorized by the escort. Neither the escort nor the escorted passenger will be served, nor will they drink, alcoholic beverages while on board the aircraft.
6. Persons who wear or have on or about their persons concealed or unconcealed deadly or dangerous weapons, provided however that the carrier will carry the passengers who meet the qualification and conditions established in F.A.R. 108.11.
7. Manacled persons in custody of law enforcement personnel or persons who have resisted escorts, or may be believed to be capable of resisting escorts.
8. Passengers requiring constant oxygen or other life support equipment.
9. Persons who have misrepresented a condition, which is unacceptable for, passage.
10. In the case of a pregnant passenger, Hawaiian will not transport a passenger expecting delivery within 7 days unless a doctor's certificate is provided dated within 72 hours of departure stating that the doctor has examined and found passenger to be physically fit for transportation.
11. Persons who do not meet HA standards for dress and attire:
  - i. Clothing must cover the upper part of the torso, such as tank or halter tops.
  - ii. Clothing must cover the lower part of the torso, such as shorts. Swimming attire is not acceptable.
  - iii. For safety reasons, footwear must be worn unless the passenger is unable to do so due to a disability or physical condition that prevents them from wearing footwear.

**E. Conditions for Acceptance of Qualified Individuals with a Disability**

1. **Reservations:** Forty-eight (48) hours notice and one (1) hour advance

check-in be required for oxygen, stretchers, hook-up to power supply; groups of ten (10) or more individuals with disabilities, and hazardous material packaging for wheelchair battery.

**Definitions:**

**Qualified Disabled Individual** - means any individual who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment.

**Qualified Disabled Individual** - is defined as a disabled individual who validly obtains a ticket, comes to the airport for the flight and meets nondiscriminatory contract of carriage requirements that apply to everyone.

2. **Attendants** - HA may require that a qualified disabled individual meeting any of the following criteria travel with an attendant as a condition of being provided air transportation, if the carrier determines that an attendant is essential for safety:
  - a. A person traveling in a stretcher or incubator. The attendants for such a person must be capable of attending to the passenger's in-flight medical needs;
  - b. A person who, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from carrier personnel, including the required safety briefing;
  - c. A person with a mobility impairment so severe that the person is unable to assist in his or her own evacuation of the aircraft;
  - d. A person who has both severe hearing and severe vision impairments if the person cannot establish some means of communication with carrier personnel, adequate to permit transmission of the required safety briefing.

If HA determines that a person meeting the criteria of paragraph 2) c) or 2) d), must travel with an attendant, *contrary to the individual's self assessment that he or she is capable of traveling independently*, HA shall not charge for the transportation of the attendant.

3. **Provisions of Services**

- a. HA shall provide assistance requested by or on behalf of qualified disabled individuals:
  - i. In enplaning and deplaning and assist in making flight connections and transportation between gates.
  - ii. Within the aircraft cabin:
 

Assist in moving to and from seats, as part of the enplaning processes;

Assistance in preparation for eating, such as opening packages and identifying food;

If there is an on-board wheelchair on the aircraft, assistance with the use of the on-board wheelchair to enable the person to move to and from a lavatory;

Assistance to a semi-ambulatory person in moving to and from the lavatory, not involving lifting or carrying the person; or assistance in loading and retrieving carry-on items, including mobility aids and other assistance devices stowed on board.
- b. HA shall not provide extensive special assistance to qualified individuals with a disability:
  - i. Assistance in actual eating;
  - ii. Assistance within the lavatory or assistance at the passenger's seat with elimination functions;
  - iii. Provision of medical services.

**F. LIABILITY**

HA is not liable for refusing to transport or for removing any passenger in accordance with the preceding paragraphs of this rule. HA will however, at the request of the passenger, provide a refund in accordance with Rule 260 (Involuntary Refunds).

**REROUTING**

- A. The carrier will reroute a passenger at the passenger's request and upon presentation of the ticket or portion thereof held by the passenger.
- B. **Fare Applicable to Rerouting or Change in Destination**
  1. The passenger may change the routing and/or the ultimate destination designated on his/her ticket in accordance with Paragraph 2) below, PROVIDED that, after transportation has commenced, a one way ticket will not be converted into a round/circle/open-jaw trip ticket.

2.
  - a. Except as otherwise provide in Rule 240 (Flight Delays/Cancellations), the fare and charges applicable when a rerouting or change in ultimate destination is made at the passenger's request at an office of the carrier before arrival at the ultimate destination named on the original ticket, will be the fare and charges that would have been applicable had the original ticket designated the routing and/or ultimate destination as revised by the new ticket. Any difference between the fare and charges so applicable and the fare and charges applicable to the original ticket issued to the passenger will be collected from or refunded to the passenger, as the case may be.
  - b. Notwithstanding the provisions of this rule, the carrier will not accept for any purposes under this rule, passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations.

**EXCEPTION** Notwithstanding the provisions of this paragraph, tickets issued by the defaulting carrier will be reissued/rerouted only between the points named on the original ticket which were served by another carrier, solely for transportation via the other carrier, provided such tickets were issued by such defaulting carrier in its capacity as agent for the carrier and specified transportation via the carrier. When tickets are accepted, no adjustments in fare will be made which would require the other carrier to refund money to the passenger.

### CANCELLATION OF RESERVATIONS

- A. HA has the right to cancel reservations (whether or not confirmed) of any passenger whenever such action is necessary to comply with any governmental regulation, upon any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond HA's control, including force majeure events.
- B. HA has the right to cancel reservations (whether or not confirmed) due to the passenger's failure to comply with the rules set forth herein, including but not limited to, the passenger's failure to pay for the applicable ticket under the conditions applicable to the fare for such travel.
- C. **Failure to Occupy Space.** If a passenger fails to occupy space which has been reserved on an HA flight and the passenger does not provide HA notice of the cancellation of the reservation before the departure, or if any carrier cancels the reservation of any passenger because they failed to provide notice to the carrier, HA may cancel all reservations (whether or not confirmed) held by such passenger on the flights of HA or any carrier for continuing or return space.
- D. **Airport Check-In Time Limits.** HA has the right to refuse the acceptance of checked baggage and cancel reservations (whether or not confirmed) of any passenger who fails to present themselves for check-in within the following time limits preceding scheduled departure time of applicable flights.

*Passengers on Domestic flights must adhere to the following minimum times:*

- a. Passengers required to purchase tickets must do so at least **120** minutes prior to scheduled departure otherwise HA may cancel reservations of tickets not yet purchased;
- b. Passengers required to check in baggage should do so at least 3 hours prior to scheduled departure, but must do so no less than 45 minutes prior to scheduled departure otherwise HA reserves the right to refuse to accept such baggage;
- c. Reservations may be canceled if a passenger fails to check-in and obtain a boarding pass at least 45 minutes prior to scheduled departure; and
- d. Reservations may also be canceled if a passenger fails to be at the boarding gate for boarding at least 15 minutes before the scheduled departure time.

HA reserves the right to have flights depart early when all passengers issued boarding passes 30 minutes or more prior to the scheduled or posted departure times are on board the aircraft.

**NOTE:** The time limits provided by HA in this Rule are minimum time requirements. Due to lengthy TSA security screening checkpoint waiting times, earlier arrivals are recommended. Passenger and baggage 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 the passenger complies with HA minimum time limits.

- E. HA is not liable for any consequential, compensatory, or other damages when it cancels reservations (whether or not confirmed) of any passenger in accordance with this Rule, but:
  1. If such reservation was canceled according to paragraph A) of this Rule, HA will take such action as is provided in Rule 240.

2. If such reservation was canceled according to other paragraphs of this Rule, HA will refund in accordance with Rule 270 only to the extent the passenger has paid.
- F. **Overbooking.** All of HA's flights are subject to overbooking which could result in HA's inability to provide previously confirmed reserved space for a given flight or for the class of service reserved. In that event, HA's obligation to the passenger is governed by Rule 245.
  - G. HA will hold reservations without cancellation for forty-eight (48) hours. HA reserves the right to cancel reservations that remain unticketed after the specified ticketing time limit for fare used.

#### CONFIRMATION OF RESERVED SPACE

- A. A reservation for space on a given flight is valid when the availability and allocation of such space is confirmed by a reservation agent of HA and entered in the HA's electronic reservations system. Subject to payment or satisfactory credit arrangements, a validated ticket will be issued by HA indicating such confirmed space; provided that such reservation is subject to cancellation by HA if the passenger has not complied with the airport check-in time limit set forth in Rule 135 herein.
 

**EXCEPTION:** Where the group tour operator/group organizer issues a travel voucher in a form acceptable to HA in lieu of a standard airline ticket form, such vouchers must be issued to each passenger prior to departure from point of origin.
- B. HA will offer the each customer confirming a reservation the lowest available fare for which the customer is eligible based on date, routing and time. HA will hold the reservation without purchase requirement for forty-eight (48) hours guaranteed at the price quoted by HA.
- C. All of HA's flights are subject to overbooking which could result in HA's inability to provide previously confirmed space for a given flight. In that event, HA's obligation to the passenger is governed by Rule 240. The term "overbooking" as used in this rule means the limited acceptance of more confirmed reservations on a given flight than the seating capacity on the aircraft. HA upon request through their reservations office or at the airport ticket office will disclose which flights are overbooked.
- D. Notwithstanding the above, a passenger holding a valid ticket for a confirmed reservation shall be considered to have confirmed reserved space, whether or not there is a record of the passenger's reservations in HA's reservations system.

#### TICKETS - GENERAL

- A. No person shall be entitled to transportation except upon presentation of a valid ticket. Such ticket shall entitle the passenger to transportation only between points of origin and destination and via the routing designated thereon.
- B. Flight coupons will be honored only in the order in which they are issued, and only if all unused flight coupons and the passenger coupons are presented together.
- C. A ticket which has not been validated, altered, mutilated, improperly issued, including coupons/vouchers which are written in pencil will be not be valid. Note: Coupons/Vouchers must be typewritten or written in ink.
- D. Use of coupons from two or more tickets issued at round trip fares for the purpose of circumventing applicable tariff rules (such as advance purchase/minimum stay requirement) is not permitted. HA agents and authorized travel agents are prohibited from issuing tickets, commonly referred to as "back to back", under such circumstances when there is obvious intent to abuse and/or misuse restricted round trip fares. Agents found issuing such tickets may be liable for the difference between the fare paid and the fare for transportation used. HA has the right to deny transportation to passengers found utilizing tickets in this manner unless the difference between the fare paid and the fare for transportation used is collected.
- E. Tickets are non-transferable.
- F. HA is not liable to the owner of a ticket for honoring or refunding such ticket when presented by another person.
- G. The purchaser of a HA ticket and the passenger intending to use such ticket are responsible for ensuring that the ticket accurately states the passenger's name. Presentation of a ticket for transportation on HA by someone other than the passenger named thereon renders the ticket void. Such tickets will be subject to confiscation and will be ineligible for any refund.
- H. Tickets may be purchased on the following credit cards: VISA, Carte Blanche, HA, Mastercard, American Express, Diners, Discover, Novus, JCB, Universal Air Travel Credit Card, and Enroute Air Canada.
- I. For fares requiring an advance purchase, ticket numbers must be forwarded to HA by

the ticketing time limit. Failure to do so will result in cancellation of reservations.

- J. An electronic ticket (E-Ticket/ET) is the record of agreement maintained and processed within the carrier's electronic reservation system. A written receipt is provided to the purchaser of the electronic ticket which contains a reference for retrieving the record within the carrier's reservation system and summary of the ticket information.
1. HA may mandate the issuance of an electronic ticket (ET) regardless of market, carrier, form of payment, or customer type (including Hawaiian Miles and participating carrier frequent flyer members.)
  2. HA will collect a USD 25.00 non-refundable service charge when a passenger voluntarily requests a paper ticket or the conversion of an electronic ticket to paper for all ET eligible itineraries.

#### TICKET VALIDITY

##### A. Period Of Validity

Except as provided in paragraph C) 1) below, a ticket will be valid for transportation for one year from the date on which transportation commences at the point of origin that is designated on the original ticket or, if no portion of the ticket is used, from the date of issuance of the original ticket.

##### B. Extension Of Validity

1. If the passenger is prevented from using the ticket, or a portion of the ticket, during the period of validity specified in paragraph (A) above or the period of validity applicable to an excursion or special fare, due to lack of space or flight cancellation, the ticket will remain valid until space can be provided on a schedule comparable to the schedule that the passenger had requested.
2. If the passenger is unable to commence or continue his travel due to personal illness or physical incapacity, or the illness or physical incapacity of member of his immediate family, or an associate with whom he is traveling, HA will extend the period of validity beyond the original limit not to exceed thirty (30) days, all applicable service/penalty charges will apply. If original class of service is not available on the new flight booked, or the original fare is not a valid fare for the new flight booked, HA will collect the applicable service/penalty charges at the time the change is made. The illness or incapacity must be certified in writing by a physician, specifying that the passenger is prevented from completing his journey prior to the expiration of the original time limit because of such circumstances. The certificate must be surrendered to the carrier, and the ticket and all coupons affected must be endorsed by the agent to indicate that an extension has been granted.
3. If the passenger needs to have his ticket reissued due to being unable for any reason to use ticket as originally issued, he may take the value on original ticket and apply that to the purchase of a new ticket, provided the reissue/exchange occurs prior to the original expiration date. If after the original expiration date the ticket has no value and is void.

##### C. Special Fare Provisions

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

1. **Period of Validity** When a ticket includes an excursion or special fare having a shorter period of validity than one year, the shorter period of validity will apply only to the excursion or special fare transportation.
2. **Extension of Validity** See provisions in paragraph (B) above.

#### RETURNED CHECK CHARGE

HA will collect USD 20.00 for each returned check.

#### SCHEDULES AND OPERATIONS

HA will use its best efforts to carry the passenger and baggage with reasonable dispatch. Times show in timetables or elsewhere are not guaranteed and form no part of this contract. HA 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. HA is not responsible or liable for making connections, or for failing to operate any flight according to schedule, or for changing the schedule of any flight.

#### RESTRICTED ITEMS

- A. **Interference with Equipment**  
HA does not permit any device or object that may interfere with the normal operations of its equipment on board the aircraft. HA Customer Service Agents and/or Flight Attendants reserve the right to (a) require that you refrain from using, or (b) remove from your possession, the device or object during the flight.
- B. Hawaiian Airlines reserves the right to refuse to transport certain items, including but

not limited to the following:

1. **Camping Stoves**  
HA does not accept new, used or partially used camping stoves or any camping device, which may have contained a flammable liquid fuel or other dangerous materials, whether in checked or carryon baggage. In addition, HA does not accept new, used or partially used fuel or gasoline canisters, whether cleaned or not, in checked or carryon baggage. If you are a known shipper and are permitted to ship hazardous materials, HA will accept camping stoves through its cargo facility.
  2. **Chickens and Fighting Roosters**  
HA does not accept chickens or fighting roosters as checked baggage or in cabin on any HA flight.
  3. **Vehicle Tires**  
HA does not accept tires, whether in checked or carryon baggage. For the purpose of this rule, tires are defined as any type of tire, which purpose is to be installed on a road or terrain vehicle.
- C. HA will refuse to accept the following property to either be carried on or checked in as baggage:
1. Briefcases and attache cases installed with alarm devices
  2. Explosives, munitions, fireworks, and flares
  3. Gases such as camping gas - i.e. flammable,
  4. Non-flammable, and poisonous flammable liquids such as lighter or heating fuels
  5. Flammable solids, such as strike anywhere matches and articles which are easily ignited  
Exception: Up to four (4) books of safety (non-strike anywhere) matches are permitted in carry-on baggage.
  6. Substances liable to spontaneous combustion
  7. Substances which on contact with water emit flammable gases
  8. Oxidizing substances - i.e. such as mercury,
  9. Acids, alkalis and wet cell batteries except as provided in Rule 195
  10. Magnetized materials
  11. Paints - any water or oil based paints
  12. Any internal combustion engine, including but not limited to chainsaws
  13. Individual food heater pouches which contain potassium permanganate (approximately 15 grams) which are hermetically sealed, and vacuum packed as they are considered as an "OXIDIZER (CLASS 5.1), Packing Group II."
  14. Hand/Toe Warmers considered as an "EMT".
  15. Styrofoam Containers
  16. Light bulbs - All types
  17. **Lighters**
    - a. Fueled or un-fueled lighters are prohibited in carry-on baggage.
    - b. HA will allow two (2) fueled lighters in checked baggage if properly enclosed in a DOT approved case. Un-fueled lighters may be accepted in unlimited quantities in checked baggage.
  18. Self-defense spray including but not limited to pepper spray and mace.  
  
Exception: Law enforcement officers will be allowed to carry self-defense spray if it is part of their uniform and in a department-approved holster designed to prevent accidental discharge. This exception does not include plain-clothes officers who may be carrying the self-defense spray in their pockets.
  19. Segway® - Human Transporters (HT)
  20. All self-heating beverage containers.
  21. Fermented fish sauces of all types.
  22. Swingless golf clubs.

D. **Confiscated Items**

HA will not be liable or responsible for any items confiscated or damaged by TSA.

Passengers must contact TSA directly for information regarding claim procedures.

- E. HA will refuse to accept any item or property for carriage either as carry-on or as checked in baggage that is deemed unacceptable by TSA.

Note: HA will not allow any liquids, gels or aerosols to be carried on to any HA flight whether hand carried or in carryon baggage in accordance with TSA prohibited items list, with exceptions that may be found on the TSA website at TSA.GOV.

- F. HA will refuse to accept any item or property for carriage either as carry-on or as checked in baggage which may be in violation of any federal regulation.
- G. HA has the right to refuse carriage of any animal deemed by HA to pose a potential health risk to other passengers on a flight.

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Oahu - Honolulu	
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## Our Customer Service Commitment

### Customer First A Service Commitment

\*\*\* Effective December 15, 1999 \*\*\*

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Hawaiian Airlines, Inc. is committed to delivering superior service by making air travel an easy and positive experience for every customer. Our passengers' comfort is of utmost importance to us, second only to our concern for their safety. Since 1929, our company has built an unmatched reputation for safety and hospitality.

In 1999, the Air Transport Association (ATA) and its member carriers developed CUSTOMER FIRST, an Airline Customer Service Commitment. Hawaiian Airlines' commitment to participate in this program and strive to further improve our service demonstrates our ongoing dedication and focus on improving air travel.

All of our employees receive training so that the commitments contained in this Customer First service plan are implemented in a manner that reflects Hawaiian's commitment to serving our customers at levels set forth in this plan. Our Customer First training plan covers customer service skills, job-specific technical skills, service recovery skills and aligning service standards and expectations with our company vision, values and critical success factors.

Implementing our pledge to provide service to our passengers beyond common carrier duties and consistent with our policy of putting the customer first, Hawaiian Airlines sets forth the following commitments to our customers:

#### Responsiveness

Hawaiian Airlines is dedicated to keeping passengers informed, to responding to issues raised by our customers and to resolving those issues expeditiously. It is Hawaiian Airlines' goal to respond substantively to complaints within thirty (30) business days of receipt.

[Click here](#) for information on how to contact a Hawaiian Airlines Customer Advocate.

So that we may effectively meet these goals, we request that customers notify Hawaiian Airlines airport staff within four (4) hours after flight arrival of any baggage damage or loss claim arising from transportation on any of our flights. This notification is required to document the claim and to take immediate steps toward researching and resolving the claim. Our Contract of Carriage requires written notice of a claim within thirty (30) days of a flight if the claim does not involve personal injury or death. Claims for overcharges must be made within one (1) year of the ticket issue date.

#### Fare Information

Hawaiian Airlines' Reservations Department will offer, based on the information provided by the customer, the lowest available published fare for which the customer is eligible. Our agents will work with our customers to offer the lowest fare available for the itinerary planned (date of travel, class and flight, etc).

Hawaiian Airlines recommends planning in advance. The lowest fares often require a purchase seven (7), fourteen (14), or twenty-one (21) days prior to departure, although at times low fares are offered which may require only a three (3) day advance purchase or no advance purchase. If customers plan in advance, there is a greater likelihood that low fare seats will be available on their preferred flights. The lowest fares are often nonrefundable and may require roundtrip travel and/or travel which requires return to the city of origin. Some low fares are offered based on the day of the week or the time of day or may have other restrictions.

#### Reservation Changes or Cancellations

Customers will be allowed to hold Transpacific reservations without purchase for forty-eight (48) hours guaranteed at the price quoted by Hawaiian Airlines over the telephone and will be allowed to cancel unticketed reservations for any reason, including finding lower fares through other outlets or carriers. Hawaiian Airlines reserves the right to cancel reservations that remain unticketed after forty-eight (48) hours.

Hawaiian Airlines reserves the right to cancel any itinerary remaining on a trip for which a flight coupon is not used in the sequence ticketed, unless the passenger notifies Hawaiian Airlines of the change of plans before the scheduled departure of the flight segment not used. In those cases where we are informed in advance, and the ticket allows such cancellation, Hawaiian Airlines will make the necessary changes subject to any applicable fees.

#### Prompt Ticket Refunds

Hawaiian Airlines will issue refunds for eligible tickets within seven (7) business days for all credit card sales and within twenty (20) business days for cash sales, upon receipt of request and required documentation. Partially used or lost tickets may be refundable, subject to terms of our Contract of Carriage.

#### Disclosure

Hawaiian Airlines will disclose to the passenger the specific routing, any change in aircraft type, or operator on a code-shared flight bearing the same Hawaiian Airlines flight number for which flight information is requested or a reservation is made. To the extent Hawaiian Airlines has the information available at the time of the customer inquiry, we will provide the same information for any other air carrier on which Hawaiian Airlines makes a reservation or issues tickets.

The rules and regulations relating to membership in Hawaiian Airlines Premier Club and HawaiianMiles frequent flyer program are provided to all members and are available at all times upon request. Annual redemption reports are available upon request to all HawaiianMiles members who have accumulated benefits

within the preceding two (2) years.

Upon request, Hawaiian Airlines will provide information on our aircraft-seating configuration, including seat size and pitch, for any flight.

### Accommodating Special Needs

Hawaiian Airlines is dedicated to making our services available to everyone, subject to applicable laws and governmental restrictions.

#### Unaccompanied Children

**Between the Continental USA and Hawaii:** Children under 15 years of age who are not accompanied on the same flight and in the same compartment by a passenger 18 years of age or over are not accepted for transportation.

**For travel wholly within the State of Hawaii:** Children under 12 years of age who are not accompanied on the same flight and in the same compartment by a passenger 16 years of age or over are not accepted for transportation for travel.

Unaccompanied Children must be brought to the airport by a parent, guardian or responsible adult who shall stay with the child until enplanement and furnish evidence to Hawaiian Airlines that the child will be met by a parent, guardian or designated adult at the destination upon deplanement. Hawaiian Airlines will escort the unaccompanied child from the boarding of the aircraft until the child is met at the destination. Hawaiian Airlines requires identification and signature of the person meeting the unaccompanied child. Service charges and certain restrictions may apply.

#### Disabled Travelers

Hawaiian Airlines recommends that disabled passengers traveling with medical devices or requiring special services (such as oxygen during flight or the packaging of a wheelchair battery for shipment as checked baggage) make their reservations as early as possible and no later than forty-eight (48) hours in advance of their flight. In order to allow time for screening and pre-boarding processing, we recommend check-in at the airport no later than one (1) hour in advance of flight departure.

Wheelchairs and other mobility devices accompanying disabled travelers will be accepted as cabin or checked baggage, free of charge. Check-in and surrender of devices that have special assembly or hazardous materials considerations must be accomplished at least one (1) hour before departure so that such devices may be properly disassembled and stowed. Hawaiian Airlines complies fully with the Air Carrier Access Act of 1986, as amended, and Part 382 of the Department of Transportation Air Carrier Regulations.

To the extent allowed by Part 382, Hawaiian Airlines customer service and contract personnel are available to assist customers with disabilities in boarding, deplaning and connecting between flights. However, we do not provide full monitoring while waiting at the gate. If the customer requires this assistance, we recommend the customer arrange for a traveling companion.

Likewise, if Hawaiian Airlines believes a passenger needs an attendant in order to ensure his or her safety, such as in the case of passengers traveling on stretchers or in incubators, those with disabilities that prevent understanding of or acting upon safety instructions, or those with an inability to assist in his or her own evacuation of the airplane, we will request that the customer arrange for a traveling attendant.

All passengers may select any available seat in their ticketed class of service that has not been assigned to another passenger, subject to restrictions under Federal Aviation Administration safety requirements.

Transfer service on and off the aircraft is provided using special chairs designed for aircraft aisles. Due to limited time between connecting flights we recommend use of wheelchairs provided by Hawaiian Airlines or our contract personnel for transportation between aircraft. However, if requested, the passenger's own wheelchair will be retrieved from the aircraft baggage compartment for use during layover. Upon arrival at the final destination, the passenger's own wheelchair will be made available at either the gate area upon deplanement or the baggage claim area, as requested by the passenger.

#### Service Animals

Service animals such as canines are permitted without charge with proper documentation or credible verbal assurances that they are rescue/bomb-sniffing/law enforcement animals or are providing assistance to a disabled person with mobility, visual or hearing disabilities. A service animal must occupy the floor space where the passenger sits and cannot obstruct an aisle or areas that must remain clear for emergency evacuation. Quarantine laws may apply to certain destinations. It is the customer's responsibility to ensure compliance with all entry regulations.

### Check-in and Boarding

It is Hawaiian Airlines' policy to treat all customers with fairness and consistency. Upon any customer's request, Hawaiian Airlines employees will disclose our specific policies for handling oversold flights and will disclose whether or not the customer's flight is oversold, provided that information is available to the employee. Whenever it becomes necessary to deny boarding to a customer due to oversales, we will make every effort to remedy the customer's inconvenience, including but not limited to soliciting other passengers to release their seats in exchange for suitable compensation.

Hawaiian Airlines requires that all passengers check-in no later than 45 minutes prior to scheduled departure and be at the gate for boarding no later than fifteen (15) minutes prior to scheduled departure. If passenger is not at the gate for boarding fifteen (15) minutes prior to the scheduled departure time, Hawaiian Airlines reserves the right to re-assign the seat to another passenger or to cancel the passenger's reservations and assign available seats to other customers.

### Keeping Customers Informed

We will notify our passengers in either the airport or on board our aircraft of any flight delays, cancellations or diversions as soon as any decision to make such a change is confirmed. In addition, Hawaiian Airlines employees will update passengers at minimum every twenty (20) minutes on the status of their flight, giving the estimated time of departure or the time when further information will be available. Hawaiian Airlines will ensure that employees responsible for providing information to customers have access to the latest information during irregular operations. If a flight is canceled we will use our best efforts to re-route our passengers on the next available flight, subject to the conditions stated in our Contract of Carriage and to the existence of participating interline ticketing agreements. For passengers delayed more than four (4) hours between the hours from 10:00 p.m. to 6:00 a.m. local time, Hawaiian Airlines will provide our passengers lodging, meals, local transportation and a phone call, subject to restrictions set forth in our Contract of Carriage.

### Ensuring Comfort and Safety

Hawaiian Airlines will make every effort to provide food, water, restroom facilities and access to medical treatment for passengers on board an aircraft that is on the ground for an extended period of time with no access to a gate, consistent with passenger and employee safety. Hawaiian Airlines has prepared contingency plans addressing such circumstances for each of its destinations. To the greatest extent possible, consistent

with our contingency plans, Hawaiian Airlines will work with other carriers and airport authorities to share facilities and make gates available.

#### **Prompt Baggage Delivery**

It is our goal to locate and return lost baggage to the owner within twenty-four (24) hours of the owner's arrival at their final destination. Hawaiian Airlines will make every effort to ascertain ownership and locate the owner for any unclaimed checked baggage.

We recommend all passengers attach their name, address and telephone number on the outside and inside of each piece of checked baggage. For protection of all passengers, baggage is subject to inspection. Medication, cameras, jewelry, travel documents, keys, and other important personal items should be in the passenger's possession and should not be placed in checked baggage.

#### **Baggage Liability Limit**

Hawaiian Airlines, as a member of the Air Transport Association, increased the domestic baggage liability limits for lost or damaged luggage to US \$2,800 per customer, the amount now set by regulation issued by the United State Department of Transportation.

For international flights travel (including domestic portions of international travel) to which:

The Warsaw Convention applies, liability is limited to \$9.07 per pound (\$20 per kg) per checked baggage up to 70 lbs (\$634.90) and \$400 per passenger for cabin baggage, unless a higher valuation has been declared and additional charges paid. Excess valuation may not be declared for certain types of articles.

The Montreal Convention applies, liability is limited to 1,000 Special Drawing Rights (SDRs) per passenger regardless of the number of bags a passenger may check. Exchange rates are available at [www.IMF.org](http://www.IMF.org).

Hawaiian Airlines assumes no liability for fragile, valuable or perishable articles that are lost, damaged or delayed.

#### **Code Share Operations**

Hawaiian Airlines works closely with its partners to coordinate customer service policies and procedures. Hawaiian Airlines has reviewed the customer service plans of each of its code share partners to ensure comparable standard service levels and commitments. Hawaiian Airlines will assist customers in contacting these partners to resolve issues that arise as a result of travel on Hawaiian Airlines through code-sharing arrangements.

For more detailed information on Hawaiian Airlines customer service policies and procedures, ask any employee for a copy of our [Contract of Carriage](#).

[Click here](#) for information on how to contact a Hawaiian Airlines Customer Advocate.

#### **Additional Sources of Information**

For specific information on Honolulu International Airport including terminal and baggage claim areas, administration offices, restaurants and visitor information, go to: [www.state.hi.us/dot/airports/index.htm](http://www.state.hi.us/dot/airports/index.htm).

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Pages 69 through 70 redacted for the following reasons:

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