



**TERMS AND CONDITIONS OF
CONTRACT OF CARRIAGE**

Effective February 28, 2007

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The following terms and conditions, along with the passenger's validated ticket, constitute a contract between Midwest Airlines, Inc. and its passengers.

Additional copies of this Contract of Carriage may be obtained by writing:

**Customer Relations
Midwest Airlines
6744 S. Howell Ave., HQ-8
Oak Creek, WI 53154**

A. APPLICABILITY

The following terms and conditions apply to all transportation provided by Midwest Airlines, Inc. (Midwest). Whether a ticket for such transportation was sold by Midwest or its authorized agents (including other air carriers acting on behalf of Midwest), the terms and conditions herein apply to transportation only on flights operated by Midwest. Other carriers may have different terms and conditions, which may be obtained directly from the other carrier.

B. DEFINITIONS

Baggage: personal property necessary or appropriate for the wear, use, comfort or convenience of the passenger in connection with the trip.

Carrier: any air carrier participating in the itinerary on the passenger's ticket.

Carry-on Baggage: any article or passenger property carried by the passenger in the cabin of the aircraft.

Checked Baggage: any article or passenger property delivered into the custody of and accepted by the carrier, and for which the carrier issues a receipt.

Full Fare: the full non-discounted fare for the class of service and compartment of the aircraft used by the passenger.

Non-ambulatory Passenger: a passenger unable to board or deplane the aircraft unassisted.

Prepaid Ticket Advice: a notification that a person has purchased prepaid transportation for another person in another location.

Qualified Physically Challenged Individual: a physically challenged individual who takes those actions necessary to avail himself or herself of facilities or services offered to the general public.

Reroute: to honor or reissue a ticket for a routing different than that originally shown on the ticket.

Roundtrip: a trip during which the passenger returns to the same point as that from which he/she departed, and which is made via the same routing in both directions.

Routing: the carrier(s) and/or the cities and/or class of service via which transportation is provided between two points.

Stopover: a voluntary interruption at an intermediate or junction point from which the passenger does not depart within four hours of arrival. The four-hour limit does not apply, and it is not considered a stopover, when the passenger departs on the first flight on which space is available, or the flight that will provide for the passenger's earliest arrival at the next intermediate or transfer point(s) or destination via the class of service shown on the passenger's ticket.

Ticket: the document that provides for the carriage of the passenger and his/her baggage. Tickets are issued either in paper form or electronically.

C. ACCEPTANCE OF PASSENGERS

Refusal to Transport

Midwest will refuse to ticket or transport, and will remove from any flight at any point, a passenger for the following reason:

- a. The passenger's conduct is disorderly, abusive or violent; or the passenger appears to be intoxicated or under the influence of drugs, attempts to interfere with any member of the flight crew, appears to be mentally deranged or incapacitated, or engages in any action that might jeopardize the safety or comfort of other passengers.

Midwest may refuse to ticket or transport, or may remove from any flight at any point, a passenger for any of the following reasons:

Compliance with government requisitions of space.

- b. Action necessary or advisable due to weather or other conditions beyond Midwest's control (including acts of God, labor disturbances, strikes, civil commotion, embargoes, war, hostilities or disturbances), either actual, threatened or reported.
- c. The passenger's refusal to permit a search of person or property for explosives, deadly or dangerous weapons, articles or substances.
- d. The passenger's refusal to produce positive identification for verification purposes.
- e. The passenger has in the past not complied with Midwest's rules, disrupted Midwest's operations or abused Midwest's employees.
- f. The passenger is barefoot, is unable to sit upright in a seat with the seat belt fastened or requires a stretcher, is known to have a contagious disease that would be transmissible during the normal course of flight, or has an offensive odor such as from a draining wound.
- g. The individual is clothed in a manner that would cause discomfort or offense to other passengers.
- h. The person is in custody of an armed law enforcement officer and the conditions of §1544.221 of the Transportation Security Administration regulation will not be met.
- i. The passenger requires constant oxygen or other life support equipment. Exception: Portable oxygen concentrators may be used on the aircraft provided they comply with "Special Federal Aviation Regulation No. 106, Rules for Use of Portable Oxygen Concentrator Systems On Board Aircraft."
- j. The passenger is pregnant and expecting delivery within 14 days, unless Midwest is provided a doctor's certificate, dated within 72 hours of departure, stating that the doctor has examined and found the passenger physically fit for air transportation.
- k. The passenger is an infant seven days or younger in age, or is an infant requiring an incubator or other life support systems.
- l. The passenger is unaccompanied and is both blind and deaf, unless such passenger is able to communicate with representatives of Midwest by either physical, mechanical, electronic or other means. Such passenger must inform Midwest of the method of communication to be used.
- m. The passenger's age, mental or physical condition, disability or impairment is such that the passenger would need excessive or unusual assistance in the event of an emergency or to take care of his/her physical needs in flight, unless the passenger is accompanied by a ticketed, competent attendant who will be responsible for caring for the passenger.
- n. The passenger does not possess required travel documents (i.e.: proof of citizenship for entry into country of through or final destination).
- o. The passenger's condition has caused the aircraft to divert to a city other than the planned arrival city. The customer's onward travel will be honored upon presentation of medical clearance that it is safe for the individual to travel by air.

Midwest is not liable for its refusal to transport any passenger or for its removal of any passenger, except to provide the applicable involuntary refund.

Children

- a. Accompanied Children – Children two through 14 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least 15 years of age. Infants younger than two years of age will be accepted when accompanied by an adult.
- b. Unaccompanied Children – Unaccompanied children will be accepted for transportation as follows:
 - Eight years of age or older are accepted for travel on Midwest and for interline travel, subject to other airline’s rules. At least five years of age and younger than eight years of age are accepted for travel online only. Younger than five years of age are not accepted for travel.
 - All travel by unaccompanied children must be on flights for which the child holds a confirmed reservation from airport of origin to airport of destination.
 - The unaccompanied child must be brought to the airport by a parent or other responsible adult, who must furnish the name, address and phone number of the parent or other responsible adult who will meet the child at his or her destination.
 - Midwest reserves the right to refuse transportation if Midwest believes there is a significant chance the flight on which the child holds a reservation may terminate at an airport other than the child’s destination.
 - A service charge of \$40 will apply each way on nonstop and through flights for escorting unaccompanied children 5 through 14 years of age.
 - If the guardian requests that a child 15 through 17 years of age be escorted as an unaccompanied minor, a service charge of \$40 will apply each way on nonstop and through flights. Only one service charge will apply for multiple children traveling together if the drop off/pick up information is the same.
 - A service charge of \$60 will apply each way on connecting flights for escorting unaccompanied children 5 through 14 years of age. If a guardian requests that a child 15 through 17 years of age be escorted as an unaccompanied minor, a service charge of \$60 will apply each way on connecting flights. Only one service charge will apply for multiple children traveling together if the drop off/pick up information is the same.
- c. Unticketed Children – One child younger than two years of age, if not occupying a seat and accompanied by an adult, will be transported without charge. Midwest will allow only one child younger than two per adult. When accompanied by a parent or legal guardian, a passenger at least 15 years of age, and mentally and physically capable of understanding and executing the commands of a crew member during an emergency, can occupy a seat with a child younger than two on his/her lap. If the conditions of above cannot be met, the child must be secured in a Federal Aviation Administration (FAA)- or Federal Motor Vehicle Safety-approved infant seat.
- d. Children in Infant Seats – Midwest may accept a child/infant seat to be used during all phases of flight, provided the seat is approved for use on aircraft by the FAA or Federal Motor Vehicle Safety Standards, and the Midwest representative determines the seat is in good condition and acceptable for transport. Child/infant seats that have not been approved or are otherwise not acceptable for transport may be accepted as carry-on baggage.

Midwest will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

Passengers of Size

The following policy applies only to passengers traveling on aircraft that are configured with seats that have moveable center armrests.

- e. If in Midwest’s sole judgment a passenger is unable to sit in an aircraft seat without lifting the center armrest and occupying a portion of or the entire adjoining seat, the passenger will be required to purchase a ticket for the additional seat. If the flight does not oversell (i.e.,

the denied boarding of at least one confirmed, revenue passenger), Midwest will, upon request, refund the cost of the ticket for the additional purchased seat after travel has been completed. Passengers will receive the refund upon request to Midwest's Customer Relations department after travel has been completed.

- f. When a passenger of size purchases a ticket for an additional seat in advance, it will be sold to the passenger at the lowest available fare or at the same fare as the first ticket the passenger purchased for the flight, whichever is less. If a ticket for an additional seat is purchased on the day of departure, Midwest will allow the passenger to purchase the ticket for the additional seat at the same fare as the first ticket the passenger purchased for the flight, or at the lowest available fare for which the passenger qualifies, whichever is less.
- g. If the flight is full and the passenger of size is required to purchase another seat, Midwest will solicit volunteers to relinquish their seat. If no volunteers are received, the passenger of size will be denied boarding.

Service Animals – Midwest will permit a dog or other service animal used by a qualified physically challenged individual to accompany the individual on a flight free of charge, provided:

- h. Midwest will accept as evidence that the animal is a service animal identifiers such as identification cards or other written documentation, the presence of harnesses or markings on harnesses or tags, or the credible verbal assurance of a qualified physically challenged individual that the animal is a service animal. Midwest will permit a qualified physically challenged individual to be accompanied by their service animal in the aircraft cabin provided the service animal does not pose a direct threat to the health or safety of others or would cause a significant disruption in cabin service.
- i. Midwest will permit a service animal to accompany a qualified physically challenged individual at any seat in which the person sits, unless the animal obstructs an aisle or other area that must remain unobstructed to facilitate an emergency evacuation or to comply with FAA regulations. If the service animal cannot be accommodated at a particular seat location, Midwest will offer the passenger the opportunity to move with the animal to a seat location, if available on the aircraft, where the animal can be accommodated, as an alternative to requiring the animal be checked as baggage and transported in the cargo compartment.
- j. With respect to a service animal used for the emotional support of a qualified individual, Midwest requires current documentation (*i.e.*, not more than one year old) on letterhead from a mental health professional stating: (1) that the passenger has a mental health-related disability; (2) that having the animal accompany the passenger is necessary to the passenger's mental health or treatment or to assist the passenger with his or her disability; and (3) that the individual providing the assessment of the passenger is a licensed mental health professional and the passenger is under his or her professional care. Midwest does not require the documentation to specify the type of mental health disability.

D. CONFIRMATION OF RESERVATIONS

A reservation is made when a request for a seat on a flight is recorded in Midwest's reservation system. A passenger who obtains a validated ticket that reflects reservations for a specific flight and date will be regarded as having a confirmed reservation even if no other record of the reservation can be found.

- 1) **Travel Itineraries** – Midwest will inform passengers, either orally or in writing, before they book travel if their flights as scheduled require a change of aircraft.

Aircraft Configuration – Midwest will provide passengers information regarding the seating configuration on its aircraft, if requested.

Lowest Available Fare – If a customer telephones Midwest's reservations call center, Midwest will provide the caller with the lowest available fare for which the customer is eligible.

Holding of Reservations for Nonrefundable Tickets – Midwest will allow customers who make telephone reservations to hold bookings for nonrefundable fares without payment at the price quoted for up to 24 hours if time permits based on the advance purchase time limit of the fare.

E. CANCELLATION OF RESERVATIONS

All reservations (including those for seats on continuing and return flights) are subject to cancellation by Midwest without notice if:

- 2) The passenger has not purchased (through direct payment or other satisfactory credit arrangement) a validated ticket indicating confirmed seat(s) at least 60 minutes prior to scheduled departure of the flight or earlier, if a longer time is specified for a specific fare type.
- 3) The passenger fails to fulfill the requirements of the fare type to which the reservation applies.
- 4) The passenger is not present at the boarding gate at least 15 minutes prior to scheduled departure time of the flight, even if the passenger has already checked in for the flight at a location designated for check-in.
- 5) The passenger fails to occupy the seat reserved (for example, a no-show).

Such action is necessary to comply with any governmental regulations, or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond Midwest's control.

Midwest refuses to transport the passenger for any of the reasons stated in "Acceptance of Passengers."

There is a record that a reservation was canceled (either by Midwest as stated above or by the passenger) after a ticket for a confirmed seat was issued, the ticket may not be accepted for the flight specified. In that event, the passenger will not be eligible for denied boarding compensation. If a passenger has purchased his/her ticket and the passenger's reservations are canceled as stated above, Midwest will refund the ticket in accord with its involuntary refund provisions.

F. TICKETS

- 6) **Ticket Validity** – No person will be entitled to transportation except upon purchase of a valid ticket, which entitles the passenger to air transportation only between airports of origin and destination and via the routing designated on the ticket. Wholly unused tickets are valid for transportation for one year from date of original issuance, unless a shorter period is indicated on the ticket. Paper tickets that have not been validated, or that have been altered or mutilated, are not valid. Paper flight coupons presented out of sequence may not be honored. Paper flight coupons presented without the corresponding passenger coupon will not be honored.

Extension of Validity Period – If, due to lack of space on the aircraft or flight cancellation, the passenger is prevented from using the ticket or a portion of the ticket, during the period of validity applicable to an excursion or special fare, the ticket will remain valid until space to the destination can be provided on the first alternate transportation.

Back-to-Back Ticketing – If Midwest discovers a back-to-back ticketing abuse, the travel agent will be debited the difference between the price of the back to-back tickets and the original price of the flight itinerary, had it not been illegally ticketed. Travel agents who consistently engage in such practices may lose the validating plate that enables them to ticket on Midwest.

G. FARES

Midwest may offer more than one fare on certain flights. For certain discount fares, seating may be limited and restrictions may apply.

- 7) **Currency** – All fares and charges are stated in United States currency.

- 8) **Fare Changes** – All fares are subject to change without notice. If Midwest lowers the fare for the passenger’s transportation after the ticket is purchased but before travel begins, the difference will be refunded subject to the following:
- k. If the passenger requests a refund no more than seven days after the initial date of purchase, Midwest will refund the entire difference in the form of a transportation voucher. If the passenger requests a refund eight days or more after the initial date of purchase, Midwest will issue a transportation voucher less the applicable change fee associated with the type of fare purchased. If the change fee is greater than the fare reduction, no refund will be given;
 - l. The inventory class of the lower fare is available and booked by that passenger;
 - m. The refund is requested prior to departure;
 - n. The travel dates of the lower fare apply to the ticketed dates of travel;
 - o. Any advance purchase requirements are met; and
 - p. The lower fare is offered in the same manner as the original booking (e.g., Web fares apply only to fares originally booked online, and Call Center fares apply only to fares originally booked via the Call Center).

If Midwest increases the fare, an additional collection may be made by Midwest for:

- q. Any segments for which the passenger changes his/her flight to a different time, date or routing from that shown on his/her ticket; and
 - r. Any segments shown as “open” on the passenger’s ticket.
- 9) **Connecting Flights** – When a metropolitan area is served by more than one airport and the passenger requires connecting service with arrival at one airport and departure from another airport, transportation between those airports must be arranged by and at the expense of the passenger.

Stopovers – A stopover may result in a higher fare based on the sum of the local fares.

Routings – A fare applies only:

- s. For transportation via the intermediate cities specified by Midwest in connection with such fare. Any other routing may subject the passenger to an additional charge.
- t. For transportation between the airports for which it is published. Tickets may neither be issued or accepted for transportation that will either originate or terminate at an airport other than the airport for which the fares are published.

Paper Tickets – A nonrefundable service charge of \$25 will apply when a passenger voluntarily requests a paper ticket when an electronic ticket is available.

Name Change – A \$50 fee per ticket will be assessed for a name change. If an itinerary change occurs at the same time as a name change, the applicable change fee applies in addition to the name change fee.

H. REFUNDS

Midwest will issue refunds for refundable tickets within seven business days for credit card purchases and 20 business days for cash purchases. Refunds requiring review for non-compliance of ticketing rules or requiring correspondence will be issued within 30 business days.

- 10) **Voluntary (Refunds Requested by the Passenger)** – When a passenger requests that a ticket issued by Midwest or a ticket indicating Midwest in the itinerary be refunded, the refund will be made as follows:
- u. If the ticket is totally unused, the refund request is made within two years of the purchase date and the ticketing rules define the fare as refundable, the full fare will be refunded.
 - v. If the ticket is partially used, the refund will be the difference between the fare paid and the fare for the transportation actually used, as determined by the applicable rules.
 - w. Tickets will be refunded to the person named on the ticket as passenger, except that:
 - Tickets purchased with a credit card will be refunded as a credit to the credit card account;

- Tickets issued against a Prepaid Ticket Authority will be refunded to the purchaser; and
- Tickets issued against a Government Transportation Request will be refunded to the government agency that issued the transportation request.

Involuntary (Refunds Provided When Midwest is Unable to Accommodate the Passenger) – In the event Midwest fails to provide a previously confirmed seat and does not reroute the passenger on either Midwest or another airline, Midwest will refund to the passenger:

- x. If no portion of the ticket has been used, an amount equal to that paid (with no service charge); or
- y. If a portion of the ticket has been used, an amount equal to the applicable fare for the unused segment(s). In no instance will the amount refunded be greater than the amount paid for the ticket. Midwest will not refund a ticket that does not indicate a confirmed seat on Midwest, unless the ticket was issued by Midwest.

Lost Tickets – Midwest will issue refunds for lost tickets within 60 business days of a passenger’s application for a refund.

- z. Amount of Refund – When a passenger loses a Midwest unrestricted ticket or a portion of the ticket, Midwest may offer a refund in the event the ticket was unused. If a ticket has been partially used, the passenger may purchase a replacement ticket for that portion lost and be refunded the price of the replacement ticket if the original ticket is not used. If a replacement ticket is not purchased, an amount equal to the difference between the portion used for transportation and the price originally paid for the ticket may be refunded.
- aa. Application for Refund of Lost Ticket – Applications for refunds must be made no later than 30 days after the expiration of the validity of the lost ticket. Applications must be filed at Midwest’s general offices on forms prescribed by Midwest. A service charge of \$80 will apply to process an application for refund of a lost ticket. The service charge may be deducted from any refund due. If the lost ticket is found and returned to Midwest within 60 business days of the passenger’s application for a refund, Midwest will issue a credit of \$40.
- bb. Payment of Refund – Refunds on a lost ticket will be paid only if the lost ticket or lost portion of a ticket has not previously been honored for transportation or refunded to any person. Midwest will only make such a refund provided the person to whom the refund is being made agrees, on a form prescribed by Midwest, to indemnify Midwest against any loss or damage it may sustain by reason of such refund.

Overcharges – Claims for overcharges must be accompanied by the passenger coupon of the ticket issued by Midwest and made within two years from the date of purchase.

I. CHECK-IN REQUIREMENTS

Passengers must comply with minimum check-in requirements to retain their seats on the flight on which they are confirmed. Unless indicated below, the minimum check-in requirement is 30 minutes prior to departure. Ticket counters may close at some stations after the check-in cutoff time. Passengers must be available at the boarding gate at least 15 minutes prior to scheduled departure time to retain their reservations and seats. Failure to meet this requirement may result in cancellation of the passenger’s reservation and make the passenger ineligible for denied boarding compensation. Midwest does not guarantee to provide any particular seat on the aircraft.

The check-in requirement at the ticket counter is 30 minutes prior to scheduled departure time with the following exceptions:

- Atlanta – 40 minutes
- Dallas/Ft. Worth – 40 minutes
- Denver – 45 minutes
- Las Vegas – 45 minutes

Los Angeles – 45 minutes
Philadelphia – 40 minutes
Tampa – 40 minutes

J. DELAYED AND CANCELED FLIGHTS

Midwest is committed to providing customers in all locations with the best available information regarding known delays, cancellations and diversions. Additionally, information regarding connections will be furnished at airport terminals.

Midwest will make every effort to transport the passenger and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of the terms and conditions of carriage. Midwest may substitute alternate carriers or aircraft without notice, and may alter or omit stopping places shown on the ticket if determined necessary by its personnel. Schedules are subject to change without notice. Midwest 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.

Amenities may be provided in whole or in part, with variations in type and amount, at different locations depending on the time and type of flight irregularity.

Amenities provided in the event of delayed or canceled flights include, but are not limited to:

- 11) **Meals** – One meal voucher (excluding alcoholic beverages) per passenger, if the delay is expected to last at least four hours and extend beyond normal meal hours. When lodging is furnished, two meal vouchers may be provided.
- 12) **Lodging and Ground Transportation** – One hotel voucher for one night's lodging when cancellation or delay of a Midwest flight extends into the time period of midnight to 6 a.m. Ground transportation, if not furnished by the hotel, will be provided to and from the hotel.
- 13) **Extraordinary Circumstances** – Midwest may provide special amenities and services which, in its judgment, are required by certain passengers such as unaccompanied children, invalids, or sick and/or incapacitated passengers.

These amenities may not be provided to passengers on delayed or canceled flights in the metropolitan area where the passenger originates or at the passenger's destination, or when flights are delayed or canceled for reasons beyond the airline's control, including weather conditions, forecasts or air traffic control delays. However, best efforts will be used to accommodate the passenger when any schedule irregularity prevents Midwest from transporting the passenger to his/her final destination on the scheduled flight or returning the passenger to his/her point of origin. If an attempt is made to operate a flight, and Midwest informs passengers that an attempt will be made, amenities will be provided only if the passenger must deplane at a point other than his or her origin or destination.

K. DENIED BOARDING – OVERSALES

When Midwest is unable to provide a previously confirmed seat due to more passengers holding confirmed reservations and tickets on a flight than there are available seats, Midwest will implement the following denied boarding rules.

- 14) **Voluntary** – Midwest will encourage passengers to voluntarily relinquish their seats in exchange for compensation as determined by Midwest. The request for, and selection of, volunteers will be in a manner determined by Midwest.

Involuntary

- cc. **Boarding Priorities** – If a flight is oversold and there are not enough volunteers, passengers will be denied boarding involuntarily if they do not have a confirmed boarding pass

containing a seat assignment or they have a confirmed boarding pass containing a seat assignment but present themselves at the boarding gate less than 15 minutes prior to scheduled departure time.

dd. Midwest will pay compensation for involuntary denied boarding:

- In the amount of 200% of the sum of the values of the passenger's remaining flight coupons of the ticket to the passenger's next stopover, or if none, to his/her destination, but not more than \$400. The compensation will be one-half of the amount above, but not more than \$200, if Midwest arranges for comparable air transportation, or other transportation acceptable to the passenger, scheduled to arrive not later than two hours after the planned domestic arrival (four hours for international flight) at the airport of the passenger's next stopover or destination of the flight on which the passenger holds a confirmed reservation; or
- By providing free or reduced rate air transportation in lieu of the cash compensation stated above, if the value of the transportation benefit offered is equal to or greater than the cash payment otherwise relinquished, and Midwest informs the passenger of the amount of cash compensation that would otherwise be due and that the passenger can decline the transportation benefit and receive the cash payment.

Waiver of Payment of Compensation – No denied boarding compensation payment will be made if:

- ee. The passenger does not comply fully with these terms and conditions regarding ticketing, check-in and acceptability for transportation.
- ff. The denied boarding is a result of a substitution of equipment of lesser capacity when required for operational or safety reasons.
- gg. The passenger is accommodated on a flight scheduled to arrive within one hour of the original scheduled arrival time.

Voluntary and Involuntary

- hh. Midwest will transport passengers who have been denied boarding, whether voluntarily or involuntarily, on its next flight on which space is available at no additional cost to the passenger. If Midwest is unable to provide transportation, Midwest will attempt to arrange transportation for the passenger on the first available flight of another airline at no additional cost to the passenger.
- ii. Free air transportation is limited to one roundtrip from any one city served by Midwest to any one destination served by Midwest, as selected by the passenger. Free air transportation will be provided only to the passenger who was denied boarding, is transferable and must be in "N" class of service (blackout dates and restrictions apply). Tickets will be valid for 365 days from the date of issue. Travel must be via Midwest and via the most direct route on which space is available. The ticket has no refund value and may be rerouted and reissued only by Midwest.

Acceptance of denied boarding compensation constitutes full compensation for damages incurred as a result of Midwest's failure to provide the passenger with a confirmed seat.

L. BAGGAGE

- 15) **General Conditions of Acceptance** – Midwest will accept as baggage personal property that is necessary or appropriate for the wear, use, comfort or convenience of the passenger for the purpose of the trip. Items unacceptable for transportation in checked baggage, with or without Midwest's knowledge, include irreplaceable items, one-of-a-kind items, money, negotiable papers, securities, jewelry, prescription glasses, precious metals, business documents including software and electronically stored data, books, manuscripts and publications, medications, silverware, keys, antiques, artifacts, paintings and other works of art, samples, photographic or electronic equipment including computers, animals, fragile articles and other similar valuable

items and commercial effects. All baggage is subject to inspection. Baggage will be accepted only on flights on which the passenger is traveling. Midwest will not accept baggage whose size, weight or character makes it unsuitable for transportation, as determined by Midwest. With few exceptions, no article will be accepted if it weighs more than 100 pounds or has a total outside linear dimension (length plus width plus height) of more than 80".

jj. Baggage Acceptance Cutoff Times

Baggage acceptance cutoff times mean that passengers must present themselves and their baggage to an airline representative no later than the stated cutoff times for the departure airport.

Baggage cutoff is 30 minutes prior to departure with the following exceptions:

Atlanta – 40 minutes

Dallas/Ft. Worth – 40 minutes

Denver – 45 minutes

Las Vegas – 45 minutes

Los Angeles – 45 minutes

Philadelphia – 40 minutes

Tampa – 40 minutes

Midwest may accept baggage presented by a passenger after the cut-off time, but will require the passenger's signature to agree to be separated from his/her baggage and to retrieve it from the airport when it arrives at the destination.

kk. Baggage Allowance

A maximum of two checked bags per ticketed passenger is allowed without charge. Each piece may not exceed 50 pounds and the outside dimensions of each piece when added together may not exceed 62 inches. Properly packaged skis and golf clubs will be transported without charge in lieu of one of the two free pieces. Separate charges will apply to special items such as bicycles, pets, scuba gear, surfboards, etc.

The following extra charges will apply to excess, overweight and oversized baggage.

- \$50 each way (nonstop or connect) for each piece exceeding the free allowance of 2.
- \$25 each way (nonstop or connect) for each piece 51-70 lbs.
- \$50 each way (nonstop or connect) for each piece 71-100 lbs.
- \$80 each way (nonstop or connect) for each piece 63"-115".
- \$80 each way (nonstop or connect) for each bicycle.
- If excess, overweight and/or oversized baggage charges apply to a single item, only the highest fee applies.

ll. Checked Baggage – Midwest will check baggage tendered by a passenger on presentation of a valid ticket subject to the following conditions:

- Baggage must be checked at the airport in advance of flight departure. If the passenger does not present his/her baggage with sufficient time for it to be loaded aboard his/ her flight under Midwest's normal handling procedures for that airport, Midwest will not accept the baggage unless released from any liability for delay of the baggage.
- The passenger's name must appear on the exterior of the baggage.
- Baggage will be checked to an airport that is on the passenger's routing – the passenger's next airport of stopover or, if there is no stopover, to the final destination designated on the ticket, or an airport at which the passenger is to arrive for 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.

- Checked baggage may be claimed only by the holder of the baggage claim check. Baggage will not be released unless all amounts due Midwest are paid. Baggage claim checks must be returned to Midwest on request. Midwest is not responsible for determining that the holder of the claim check is entitled to the baggage. If baggage claim checks are lost, proof of ownership may be required prior to release of the baggage.
 - Acceptance of baggage by the bearer of a claim check without filing a written complaint will constitute evidence of delivery by Midwest of the passenger's baggage, with all original contents, in good condition.
 - Midwest may refuse to transport or will remove at any airport baggage that the passenger refuses to submit for inspection.
- mm. Fragile items without appropriate packaging will be accepted on execution of a release furnished by Midwest, indemnifying Midwest against liability for damage to, loss or spillage of contents, or delay in delivery resulting in damage to, loss or spoilage of such items. Fragile items include (but are not limited to) plastic, wood, flimsy garment bags, liquids, musical instruments, papers, food, plants, flowers, toys and unsuitably protected recreational and sporting goods.
- nn. Luggage is designed to protect its contents. In the course of normal handling, luggage will acquire evidence of use, such as minor cuts, scratches, dents or soil. Midwest is not responsible for this type of damage, or damage to or loss of baggage parts such as wheels, feet, straps, pockets, retractable handles, hanger hooks or other items attached to the baggage; over-packed/oversized baggage; fragile or perishable items; and manufacturer defects. Claims for any other damage must be filed within 48 hours of arrival of the flight.

Conditions for Acceptance of Special Items

- oo. Firearms and Ammunition – Firearms and ammunition may not be carried by passengers on the aircraft. However, unloaded firearms may be transported in checked luggage if declared to the agent at check-in and packed in a locked suitable container. Boxed small arms ammunition for personal use may be transported in checked luggage. No more than 11 pounds of ammunition per person may be transported in checked luggage.
- pp. Infant Carrying Seats – An infant carrying or restraint seat will be accepted for transportation in the passenger compartment as carry-on baggage only if the infant seat can be stowed beneath the passenger seat or in an approved overhead compartment.
- qq. Accompanied Seat Baggage – When determined acceptable by Midwest, an item of baggage may occupy a seat (selected by Midwest), providing the passenger accompanies the property, the item meets specified dimensions and can be properly secured by the seat belt, reservations are made, and the applicable fare is paid.
- rr. Unaccompanied Seat Baggage – Midwest will not accept unaccompanied baggage in the cabin of the aircraft.
- ss. Live Pet Animals in Cabin – Midwest will allow a maximum of two small dogs in approved carriers in the cabin of the aircraft. An extra charge is applicable and an advance reservation must be made. This policy does not affect the status of trained service animals. An approved carrier may be purchased from Midwest. Pet carrier is included in the passenger carry-on allowance. No carry-on dogs are allowed on Toronto flights. Midwest has the right to inspect the carrier and refuse a dog based on the animal's health and disposition. Pet must have a current veterinarian health certificate. If another passenger without a pet refuses to board due to a pet onboard, the passenger with the pet will be accommodated on a later flight; no denied boarding compensation will be paid. Midwest assumes no responsibility for the impaired health or death of animals.

- tt. **Live Animals Checked as Baggage** – Midwest will transport live animals, one pet per container, in the cargo compartment. (Up to two live puppies or kittens between two and six months of age, of comparable size and weighing 20 lbs. or less each, may be in the same primary enclosure.) The total number of kennels accepted for transport on a particular flight will be determined by the capacity of the aircraft. Pets must be accompanied by a ticketed passenger. An extra charge is applicable, advance arrangements must be made, and the kennel must be inspected and approved by Midwest. An approved container may be purchased from Midwest. Pet must have a current veterinarian health certificate. For safety purposes, pets requiring a muzzle will not be accepted. Animals not claimed within six hours of arrival will be sent to a local veterinarian at the passenger's expense. Live animals will not be accepted for transfer to other airline flights. The company will require passengers checking a snub-nosed/brachycephalic animal to sign a waiver releasing the company from liability; the waiver will be required anytime this breed of animal is offered for transportation as checked baggage. Midwest assumes no responsibility for the impaired health or death of animals. Midwest will not transport dead animals.

Carry-On Baggage – Midwest will determine the suitability of carry-on baggage. Carry-on baggage must be stored under the seat or in an overhead compartment. The maximum outside linear dimension of carry-on baggage when added together may not exceed 45".

Hazardous Materials/Restricted Articles/Dangerous Goods – The following articles are classified as dangerous goods and must not be carried in checked baggage or as carry-on items aboard the aircraft: compressed gasses, corrosives (such as acids and wet batteries), explosives (such as fireworks and munitions), flammables (such as filled lighters), poisons, magnetic and radioactive materials, and all other items restricted by government regulations.

Prompt Baggage Delivery – Midwest will make every reasonable effort to deliver baggage to the luggage carousel within 20 minutes of aircraft arrival. It will also make every effort to return delayed baggage within 24 hours, and proactively attempt to contact customers whose unclaimed, checked baggage includes a name, address and telephone number. Passengers who incur incidental expenses as a result of delayed baggage delivery (overnight or more than 24 hours) while away from their permanent residence will be reimbursed up to \$25 per day, \$100 total.

Liability and Claims Limits

- uu. **Carry-on Baggage** – Midwest assumes no responsibility or liability for baggage carried in the passenger compartment on domestic flights.
- vv. **Checked Baggage** – Total liability for provable direct or consequential damage or pilferage, resulting from the loss, delay or damage to baggage in Midwest's custody, is limited to \$3,000 per ticketed passenger domestically. No liability will be accepted for any loss, damage, delay or pilferage of checked baggage, unless notice is given in writing to the airlines involved within two days from the date of incident and unless legal action commences within one year from the date of the incident. Notwithstanding any other provision, notice of missing baggage must be made to Midwest within four hours after arrival of the flight, notice of damage must be made to Midwest within 48 hours of arrival. If notice is not given or legal action not commenced within the above time period, any such claims will be considered waived. When Midwest has exercised the ordinary standard of care, it will not be liable for delay in delivery of any perishables, or for damage to or damage caused by fragile items, liquids or perishables that are unsuitably packed and are included in a passenger's checked baggage, with or without Midwest's knowledge. Midwest may allow a passenger to check fragile and/or perishable items that are unsuitably packed with the execution of a Limited Liability Release Baggage Tag. Midwest assumes responsibility only for those claims arising from the transportation of baggage over its own routes. All claims are subject to proof of value and loss.
- ww. **Baggage Liability Limitations for International Travel** – For international travel (including domestic portions of international journeys) where the Montreal Convention applies,

liability for loss, delay or damage to checked and unchecked baggage is limited to the sum of 1,000 Special Drawing Rights for each passenger unless a higher value is declared in advance and additional charges are paid. For international travel (including domestic portions of international journeys) where the Warsaw Convention applies, liability for loss, delay or damage to checked baggage is limited to approximately \$9.07 per pound unless a higher value is declared in advance and additional charges are paid. Liability for unchecked baggage under the Warsaw Convention is limited to \$400 per passenger. Excess valuation may not be declared on certain types of valuable articles. Carriers may not assume liability for fragile or perishable articles. Further information may be obtained from the carrier.

M. CLAIMS

Except as provided in the baggage provisions, written notice of any and all claims against Midwest must be given to Midwest within 45 days of an incident. Any legal action must commence within one year, or the claims will be considered waived.

N. GENERAL LIMITS ON LIABILITY

- 1) Purchase of a ticket does not guarantee transportation. Midwest will in no event be liable for any indirect, special or consequential damages resulting from the performance or delay in performance of, or failure to perform, transportation of passengers and other related services (except baggage liability as indicated), whether or not Midwest had knowledge such damages might be incurred.
- 2) Passengers on a journey involving an ultimate destination or stop in a country other than the country of departure are advised that either the Montreal Convention or the Warsaw Convention may apply to their entire journey, including any portion thereof entirely within a country. For such passengers, the Montreal Convention or the Warsaw Convention, including any implementing contracts of carriage embodied in applicable tariffs, governs and may limit the liability of the carrier for death or injury to passengers.

O. PASSENGERS WITH PHYSICAL CHALLENGES

All customers, including those who are physically challenged, deserve courteous service to meet their unique needs while en route to their destinations. From initial contact to boarding and deplaning, Midwest is committed to putting customers' needs first. To make that goal a reality, Midwest pledges to meet the letter and spirit of the Air Carrier Access Act – which provides that no air carrier discriminate against otherwise qualified individuals with a disability – in its interactions with passengers. Most importantly, Midwest commits to treating passengers and their mobility equipment with dignity and respect.

- 16) **Refusal to Transport** – Midwest will not refuse to provide transportation to qualified physically challenged individuals by limiting the number of such persons who are permitted to travel on a given flight.
- 17) **Advance Requirements** – Midwest requires 48 hours advance notice and one hour advance check-in from a qualified physically challenged individual who wishes to receive any of the special assistance services or accommodations:
 - xx. Dangerous goods packaging for a battery for a wheelchair or other assistive device.
 - yy. Accommodation for a group of 10 or more qualified physically challenged individuals who make reservations and travel as a group.
 - zz. An operable onboard wheelchair. When individuals with disabilities are accepted for transportation, Midwest will coordinate special assistance requests for connecting flights.

Communicable Diseases

- aaa. If a qualified physically challenged individual with a communicable disease or infection of the kind described in the Air Carrier Access Act – which includes measles (regular and German), chicken pox, hepatitis, meningitis, encephalitis and tuberculosis – presents a medical certificate to Midwest as outlined below, Midwest will provide transportation to the individual, unless to do so may permit the transmission of the disease or infection to other persons in the normal course of a flight.
- bbb. Midwest will require a medical certificate for a qualified physically challenged individual whose medical condition is such that there is reasonable doubt that the individual can complete the flight safely, without requiring extraordinary medical assistance during the flight or if a qualified physically challenged individual has a communicable disease or infection of the kind are those described in federal law.

Services and Equipment – Midwest will ensure that qualified physically challenged individuals are offered and, if accepted, provided federally required services and equipment. Midwest is not required to provide extensive special assistance, including assistance in actual eating; restroom assistance or assistance at the passenger’s seat with elimination functions; or provision of medical services.

Respirators and Ventilators – Midwest will permit qualified physically challenged individuals using personal ventilators/respirators to bring on board and use their equipment, including non-spillable batteries that meet the requirements of the Air Carrier Access Act and any applicable FAA safety regulations. Passengers will be required to provide evidence of meeting such requirements.

Onboard Wheelchair – Midwest will provide an operable onboard wheelchair for passengers who indicate they are capable of using an inaccessible lavatory if an onboard wheelchair is provided. The passenger must provide 48 hours’ advance notice.

Attendants – Midwest will not require that a qualified physically challenged individual travel with an attendant as a condition of being provided air transportation.

ccc. Midwest may require an attendant consistent with federal regulation under the following conditions if it is determined that an attendant is essential for safety:

- A person who, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from Midwest personnel, including the safety briefing;
- A person with a mobility impairment so severe that the person is unable to assist in his or her own evacuation; or
- A person who has both severe hearing and severe vision impairments, if the person cannot establish some means of communication with Midwest personnel adequate to permit transmission of the safety briefing.

ddd. If Midwest determines that a person meeting the criteria above must travel with an attendant, contrary to the individual’s self-assessment, Midwest will not charge for the transportation of the attendant.

eee. If there is not a seat available on a flight for an attendant whom Midwest has determined to be necessary, and therefore a physically challenged person with a confirmed reservation is unable to travel on the flight, the physically challenged individual will be eligible for denied boarding compensation. For purposes of determining whether a seat is available for an attendant, the attendant will be considered to have checked in at the same time as the qualified physically challenged person.

Stowage of Personal Equipment – All qualified physically challenged individuals’ wheelchairs, assistive devices and other equipment will be stowed in aircraft cabins in accord with federal regulations.

P. SMOKING

Smoking is prohibited on all Midwest flights.

Q. CUSTOMER SERVICE COMMITMENT

Offer the Lowest Available Fare

Midwest reservations call center and airport agents will provide the customer with the lowest available fare for which the customer is eligible.

Notify Customers of Known Delays, Cancellations and Diversions

Midwest is committed to providing customers in all locations with the best available information regarding known delays, cancellations and diversions. At the gate location a public announcement will be made every 15 minutes regarding a flight delay, explaining the nature of the delay, even if no new information becomes available since the last announcement was made. Additionally, information regarding connections will be furnished at airport terminals.

Provide Prompt Baggage Delivery

Midwest will make every reasonable effort to deliver baggage to the luggage carousel within 20 minutes of aircraft arrival. We will also make every effort to return delayed checked baggage within 24 hours, and proactively attempt to contact customers whose unclaimed, checked baggage includes a name, address and telephone number. Passengers who incur incidental expenses as a result of delayed baggage delivery (overnight or more than 24 hours) while away from their permanent residence will be reimbursed up to \$25 per day, \$100 total.

Fully Adhere to Industry Standards Regarding Baggage Liability Limits

Midwest's liability limit for checked luggage is \$3,000 per fare-paying passenger domestically.

Allow Reservations for Nonrefundable Tickets to be Held for 24 Hours

Midwest will allow customers who make telephone reservations to hold bookings for nonrefundable fares without payment for up to 24 hours if time permits based on the advance purchase time limit of the fare.

Provide Prompt Ticket Refunds

Midwest will issue refunds for refundable tickets within seven business days for credit card purchases and 20 business days for cash purchases.

Properly Accommodate Passengers With Disabilities and Special Needs

All customers, including those with disabilities, deserve courteous service to meet their unique needs while en route to their destinations. From initial contact to boarding and deplaning, we are committed to putting customers' needs first. To make that goal a reality, Midwest pledges to meet the letter and spirit of the Air Carrier Access Act – which provides that no air carrier discriminate against otherwise qualified individuals with a disability – in our interactions with passengers. Most importantly, we commit to treating passengers and their mobility equipment with dignity and respect.

Meet Customers' Essential Needs During Any Long On-Aircraft Delays

Midwest is committed to providing the best possible travel experience for our passengers. We will do our best to anticipate long on-aircraft delays or other irregular operations – defined as highly unusual circumstances, including very severe weather conditions but not including long taxi times. Passengers will be provided up-to-date, detailed information regarding the situation. We will exhaust all available resources – to include the airport authority, air traffic control facilities, other airlines and/or any other means – necessary to ensure the safety and provide for the essential needs of our passengers.

Handle Passengers Denied Boarding with Fairness and Consistency

Because Midwest adheres to a very conservative policy regarding overbooking, it is unusual for us to be unable to provide a previously confirmed seat on a flight. When that situation does occur, we encourage passengers to voluntarily relinquish their seats in exchange for compensation. In the rare instance in which a flight is overbooked and not enough passengers voluntarily relinquish their seats, we provide denied boarding compensation.

Disclose Travel Itinerary

Midwest will inform passengers, either orally or in writing, before they book travel if their flights as scheduled require a change of aircraft.

Disclose Aircraft Configuration

Midwest will provide passengers information regarding the seating configuration on Midwest aircraft, if requested.

Disclose Cancellation Policies

All reservations (including those for seats on continuing and return flights) are subject to cancellation without-notice if:

- fff. The passenger has not purchased (through direct payment or other satisfactory credit arrangement) a validated ticket indicating confirmed seat(s) at least 60 minutes prior to scheduled departure of the flight, or earlier if a longer time is specified for a specific fare type.
- ggg. The passenger fails to fulfill the requirements of the fare type to which the reservation applies.
- hhh. The passenger is not present at the boarding gate at least 15 minutes prior to scheduled departure time of the flight, even if the passenger has already checked in for the flight at the location designated for check-in.
- iii. The passenger fails to occupy the seat reserved (for example, a person who does not show up for his or her flight).
- jjj. Such action is necessary to comply with any governmental regulations, or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond Midwest's control.
- kkk. There is a record that a reservation was canceled (either as stated above or by the passenger) after a ticket for a confirmed seat was issued, the ticket may not be accepted for the flight specified. In that event, the passenger will not be eligible for denied boarding compensation.

No person will be entitled to transportation except upon presentation of a valid ticket. Such ticket will entitle the passenger to air transportation only between airports of origin and destination and via the routing designated on the ticket. Wholly unused tickets are valid for transportation or exchange for one year from date of original issuance, unless a shorter period is indicated on the ticket. A ticket that has not been validated or has been altered or mutilated is not valid. Flight coupons presented out of sequence may not be honored. Flight coupons presented without the corresponding passenger receipt will not be honored.

If due to lack of space on the aircraft or flight cancellation, the passenger is prevented from using the ticket, or a portion of the ticket, during the period of validity applicable to an excursion or special fare, the ticket will remain valid until space to the destination can be provided on the first alternative transportation.

Disclose Frequent Flyer Rules

Midwest will provide existing, new and potential frequent flyers with information regarding the rules and restrictions of our frequent flyer program, and include frequent flyer redemption information in our annual 10K report.

Good Customer Service From Our Domestic Codeshare Partners

Midwest commits that all current and future domestic codeshare partnerships provide comparable consumer policies and procedures based on a joint codeshare manual detailing the handling of codeshare passengers. All partners will ensure that the manual incorporates policies and procedures of both airlines, focusing on the end result of a superior level of customer service.

Be Responsive to Customer Complaints

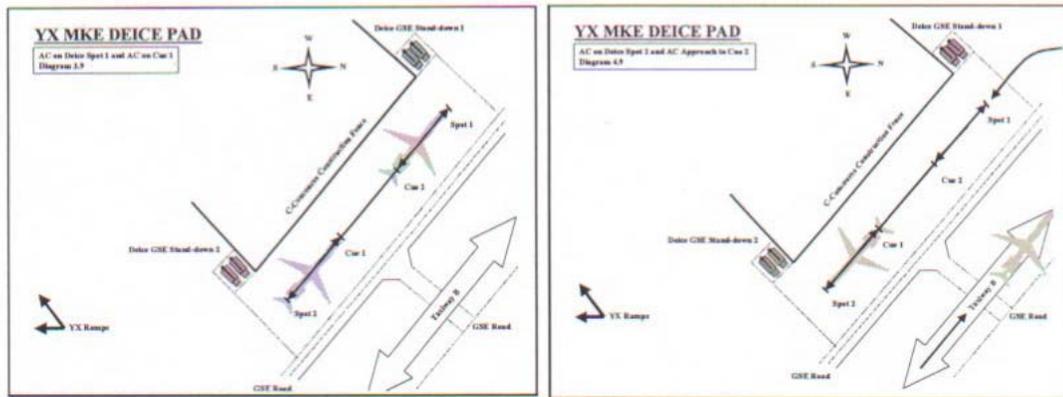
Midwest will respond to customer compliments, complaints, comments and inquiries within 30 business days. Our goal is satisfied, loyal customers, and we make every attempt to resolve any concerns to the customer's satisfaction. We further understand that flight irregularities create anxiety and frustration for our customers, and train our employees in service recovery techniques. Midwest also has a number of proactive service recovery initiatives underway to allow employees to provide customers with immediate recovery at the time of a service failure. Midwest will respond to customer compliments, complaints, comments and inquiries within 30 business days. Customers may call Midwest Customer Relations at 800-452-2022 or write Customer Relations, Midwest Airlines, 6744 S. Howell Ave., HQ-8, Oak Creek, WI 53154.

R. AMENDMENT OF THIS CONTRACT

No agent, employee or representative of Midwest has authority to alter, modify or waive any provision of these terms and conditions of carriage unless authorized in writing by a corporate officer of Midwest. Midwest reserves the right to amend these terms and conditions from time to time as the need occurs. No amendment so made will be binding on a passenger unless and until such amendment has been authorized by a corporate officer of Midwest, put in writing, and made available for inspection by any such passenger prior to the operation of his or her flight.

DEICE COMMUNICATION PROCEDURES

During significant deice operations or any time a deice program is in effect as per SOC or MKE deice coordinators, flight crews will monitor MKE OPS frequency 129.725 for information regarding the order in which their flight will be deiced. ASIG will contact flight crews on 129.725 to ensure the aircraft is configured for deice, to advise when deicing will commence, and for required post deice communication. Contact MKE OPS on 132.00 for general information outside of the previous mentioned. The deice spot 1 and 2 in MKE is located on the ramp area north of the C concourse remaining clear of Taxiway B. Contact ground control when ready to taxi to the C concourse deice pad. Contact ground control when ready to taxi to the C concourse deice pad.



Offer the Lowest Available Fare

Our Commitment:

If a customer telephones our reservations call center, Midwest will provide the caller with the lowest available fare for which the customer is eligible.

Our Plan to Accomplish this Commitment:

Midwest reservations agents are trained to offer customers the lowest available fare for their itinerary. Agents will book specific dates and times when the customer requests, and use the “bargain finder” feature in the airline’s computer reservations system to search for the lowest fare for the dates and times requested. Customers will be informed that the lowest fare may be available only over the Internet. Calls are monitored for quality control purposes, and recurrent training helps ensure that reservations agents are offering the lowest available fare for which the customer is eligible. We monitor this by random call recording of the agents and our quality assurance program. Errors/results are given to the supervisor to discuss with the agent.

How Midwest Trains its Employees:

Our reservations system automatically pulls up the lowest fare possible for the flight date and time that the customer requests. In addition to the lowest fare available for the dates and time the customer requests, the system will also offer different low fare options to the customer if they would consider flying on different dates or times. The reservation agents are trained to use this system and also research flights and fares more if the customer requests.

How Midwest Measures this Commitment:

There is no direct method that measures if the reservations agent is offering the lowest fare available. The system is set up to automatically do this and the reservation agents are trained to use the system. However, the reservation agents are periodically audited or monitored by supervisors to insure they are handling the customer transactions the way they were trained.

Suggestion:

Revise the question, “The reservation agent provided accurate and complete information”, in the Pulse Survey to be more specific about offering the lowest fare available.

Notify Customers of Known Delays, Cancellations and Diversions

Our Commitment:

Midwest is committed to providing customers in all locations with the best available information regarding known delays, cancellations and **diversions**. At the gate location a public announcement will be made every 15 minutes regarding a flight delay, explaining the nature of the delay, even if no new information becomes available since the last announcement was made. Additionally, information regarding connections will be furnished at airport terminals.

Amenities may be provided in whole or in part, with variations in type and amount, at different locations depending on the time and type of flight irregularity. Amenities provided in the event of delayed or canceled flights include, but are not limited to:

1. *Meals* – One meal voucher (excluding alcoholic beverages) per passenger if the delay is expected to last at least four hours and extend beyond normal meal hours. When lodging is furnished, two meal vouchers may be provided.
2. *Lodging and Ground Transportation* – One hotel voucher for one night's lodging if the delay is expected to last at least four hours and extend into the time period of midnight to 6 a.m. Ground transportation, if not furnished by the hotel, will be provided to and from the hotel.
3. *Extraordinary Circumstances* – We may provide extra amenities and services that we believe are required by certain passengers, including unaccompanied children, invalids, or sick or incapacitated passengers.

These amenities will be provided to passengers when schedule irregularities prevent us from transporting the passenger to his or her final destination on the scheduled flight (or next connecting point to another air carrier), or returning the passenger to his or her point of origin.

These amenities may not be provided to a passenger on delayed or canceled flights:

- in the metropolitan area where the passenger originates;
- at the passenger's destination; or
- when flights are delayed or canceled for reasons beyond the airline's control, including weather conditions, weather forecasts or air traffic control delays.

Our Plan to Accomplish this Commitment:

Highly qualified and trained employees in Midwest Operations Coordination Center make decisions regarding delays, cancellations and diversions. That information is disseminated via the airline's computer system to customer-contact employees, who are responsible for presenting the information to passengers in a timely and easy-to-understand manner. The Operations Coordination Center communicates the information to Station Operations who in turn informs ticket counter, gate agents, and flight crews, who update passengers.

Midwest will provide up-to-date flight information at all customer contact points: call centers, flight information display monitors, our Web site and an automated flight information system.

How Midwest Trains its Employees:

All employees working at a Midwest Airlines customer touch point are trained in proper communication of flight information delivery to our customers. Customer service representatives are also trained in irregular operations and the use of a matrix guide (Attached). This guide outlines how and when to distribute customer amenities in the event of a delayed or canceled flight.

How Midwest Measures this Commitment:

There are several methods that customers can receive or check flight status. Customers can use the Midwest website, reservations flight status line or reservations agent, FID systems in the departure/arrival city and verbally by a customer service representative in the local city, either by personal communications with the counter/gate agent or using the public address system to inform the customers every 15 minutes per our commitment.

Website: There is currently no direct question in the passenger surveys, regarding the ease and accuracy of using the flight status area on our web page. No other measurements known.

Reservations: There is no question in the current passenger surveys that address ease and accuracy of delayed/canceled flight information using the flight status automated line or reservation agent. There is a question on the Experience Pulse Survey that asks, "The reservation agent provided accurate and complete information" but does not get any more specific than that.

Airport FID System: No known measurement in place at this time. Accuracy controlled by local Midwest employees.

Verbal communication by counter/gate agents: The Experience Pulse Survey does address two questions that come close to addressing this commitment: 1. "The ticket agent communicated if my flight was on time or delayed." 2. "The gate agent provided the information and assistance I needed." These do not address the "every 15 minute" part of the commitment and question 2 needs to be more specific to the commitment.

Currently, there is no means of auditing or measuring this commitment and other applicable commitments in the customer service department. There is a station audit (Passenger First Program) that was used in the past that could be revised to audit and measure this and all other commitments that apply to the customer service area.

Suggestion:

If the current question in the passenger surveys is too vague for this specific commitment, we will need to re-word or add a few questions to obtain information from our customers with regard to the ease and accuracy of obtaining flight status information using the web and 1-800 reservation #.

Revise the "Passenger First" program. Start auditing stations again to include all applicable commitments.

Provide Prompt Baggage Delivery

Our Commitment:

Midwest will make every reasonable effort to deliver baggage to the luggage carousel within 20 minutes of aircraft arrival. We will also make every effort to return delayed checked baggage within 24 hours, and proactively attempt to contact customers whose unclaimed, checked baggage includes a name, address and telephone number. Passengers who incur incidental expenses as a result of delayed baggage delivery (overnight or more than 24 hours) while away from their permanent residence will be reimbursed up to \$25 per day, \$100 total.

Our Plan to Accomplish this Commitment:

Our baggage handlers are trained to transfer baggage from the aircraft to the carousel within 20 minutes. Quality audits are used to measure our success at meeting this commitment.

Baggage services employees are trained to return delayed baggage to customers within 24 hours of receiving a claim. Occasionally circumstances beyond our control – including flight schedules, weather, lack of information on how to contact the customer, or the remote location of a customer – may delay or prevent baggage deliveries within the prescribed period. In such cases, we follow up with passengers regarding the status of their claim or provide a contact number at the location where the claim was filed, and reimburse passengers for incidental expenses. A tracking system exists to monitor the time elapsed from the customer submitting a claim to delivery. A toll free number is provided to customers to check on lost baggage status.

How Midwest Trains its Employees:

All counter, gate and ramp CSR's are trained during initial and recurrent training classes/programs to follow these commitments.

How Midwest Measures this Commitment:

Every station in our system internally audits at least 10% of their monthly flight activity. Each station has committed to a delivery time to the carousel that meets their specific airport situation. These times range from 15-25 minutes (2 cites, MCO & DEN exceed the 20 minute commitment??). A monthly report for each city (attached) is faxed to Traci Bates (PHX). She compiles the reports into a one-page report that shows each station's goal, number of flights audited and their overall "Goals Met" percentage. This report is emailed to every station and the Director of Stations.

There is currently no audit or measurement for the above commitment: "return delayed checked baggage within 24 hours, and proactively attempt to contact customers whose unclaimed, checked baggage includes a name, address and telephone number. Passengers who incur incidental expenses as a result of delayed baggage delivery (overnight or more than 24 hours) while away from their permanent residence will be reimbursed up to \$25 per day, \$100 total.

Suggestion:

Add a question to the monthly passenger surveys that address on-time delivery of their bags to the carousel. This would be an additional check on the current audit process.

Baggage service can come up with an audit to call a percentage of our customers to check and see how the Midwest CSR or baggage agent handled their mishandled baggage situation. They could add the above commitments: did Midwest agent keep in contact with you while your bag was missing, was your bag returned within 24 hours, and were you offered \$25.00/day (up to \$100.00) for incremental expenses incurred while your bags were missing?

**Fully Adhere to Industry Standards
Regarding Baggage Liability Limits**

Our Commitment:

Midwest baggage liability limit is \$2,800 per fare-paying passenger domestically and \$640 per piece (maximum of two) internationally.

Our Plan to Accomplish this Commitment:

Midwest' baggage services employees receive training to inform them of our baggage liability limits.

How Midwest Trains its Employees:

In addition to baggage service employees, all station CSR's are also trained in their station to handle baggage mishandling situations with our customers.

How Midwest Measures this Commitment:

Currently, this commitment is not measured.

Suggestion:

None at this time.

Allow Reservations for Nonrefundable Tickets to be Held at the Price Quoted

Our Commitment:

Midwest will allow customers who make telephone reservations to hold bookings for nonrefundable fares without payment at the price quoted for a maximum of 24 hours if time permits based on the advance purchase time limit of the fare.

Our Plan to Accomplish this Commitment:

Midwest bookings and excursion (nonrefundable) fares may be held without payment at the price quoted for a maximum of 24 hours if time permits based on the advance purchase time limit of the fare.

Agents are trained to offer customers a courtesy hold based on this information, and to notify the customer of the need to purchase the ticket by a specific date and time, or the reservation will automatically expire. Midwest quality assurance standards include monitoring reservations agents on a random basis to help ensure we are meeting this commitment. We use quality assurance monitoring as a way to ensure agents are complying with the commitment.

How Midwest Trains its Employees:

If the customer books a non-refundable fare, the reservations agents are trained to say, "Would you like me to place this fare on a courtesy hold for you? You are under no obligation to do so."

How Midwest Measures this Commitment:

No measurement other than the monitoring of agents periodically.

Suggestion:

Added question to the pulse survey?

Provide Prompt Ticket Refunds

Our Commitment:

Midwest will issue refunds for refundable tickets and refunds relating to irregular operations within seven business days for credit card purchases and 20 business days for cash purchases.

Our Plan to Accomplish this Commitment:

Refund personnel are available for contact during our Headquarter office hours Monday through Friday. When a customer calls and leaves a message, a return call will be made on the same day. After hours, a prompt is given when calling Headquarters directing the customer to the Refund Department and a return call will be made the following business day. Following are other processes in place to ensure refunds are given in a timely manner:

- Refunds are processed based on the date of request and the corresponding processing window timeframe listed in our commitment.
- A process is in place to expedite the delivery of refund requests from our field stations.
- Customer service personnel have the ability to directly process credit card refunds.
- To ensure consistency and accuracy, a sample review is performed monthly on processed refunds to validate Refund personnel are following current policies.
- A survey is documented each month to ensure the processing window timeframes are being met.

Other types of refunds will be completed in the following time frames:

- | | |
|---|------------------|
| • Refunds requiring review for non-compliance of ticketing rules | 30 business days |
| • Refunds requiring correspondence (after receipt of all documentation) | 30 business days |
| • Lost ticket applications | 60 business days |

How Midwest Trains its Employees:

The training is on the job for this particular part of the refund process.

How Midwest Measures this Commitment:

The refund department through the “DOT Compliance Survey” audits this. The refunds are logged daily to ensure the type of refund, as well as the length of time the refund has been in the office. Once the refund has been summated and it meets the qualifying marks for the customer commitments to be true, an internal “DOT Compliance Survey” is completed to guarantee refunds are processed in the appropriate amount of time.

Suggestion:

None at this time.

Properly Accommodate Passengers with Disabilities and Special Needs

Passengers with Disabilities

Our Commitment:

All customers, including those with disabilities, deserve courteous and respectful service to meet their unique needs while en route to their destinations. From initial contact to boarding and deplaning, we are committed to putting customers' needs first. To make that goal a reality, Midwest pledges to meet the letter and spirit of the Air Carrier Access Act – which provides that no air carrier discriminate against otherwise qualified individuals with a disability – in our interactions with passengers. Most importantly, we commit to treating passengers and their mobility equipment with dignity and respect.

Our Plan to Accomplish this Commitment:

Assessing Passenger Needs

Midwest personnel recognize that passengers with disabilities may need little, if any, special attention or assistance. We realize many persons with physical challenges possess unique capabilities to move about in an environment in which obstacles are continuously confronted. Therefore, to provide assistance without inquiring whether or not it is needed can lead to an uncomfortable, strained relationship.

People with disabilities know the best manner in which they can be assisted. Agents do not hesitate to discuss requests with the individual. For example, agents may simply ask a question “Would you like assistance?” Our agents are trained that different disabilities have different needs, and injury can result if the customer is improperly assisted.

Advance Notice Requirements

Midwest will require 48-hour advance notice and one-hour advance check-in of a qualified individual who wishes to receive any of the following services:

- Transportation for an electric wheelchair on a flight.
- Hazardous materials packing for a battery for a wheelchair or other assistive device when transportation involves a partner airline flight segment in which the device might be collapsed.
- Accommodation for a group of 10 or more individuals with disabilities, who make reservations and travel as a group.
- Provision of an onboard wheelchair on an aircraft that does not have an accessible lavatory.

If a customer does not meet advance notice prior to check-in requirements, a reasonable effort will be made to accommodate the needs of the customer, without delaying the flight.

If a qualified individual provides advance notice to Midwest, and the individual is forced to change to another airline, Midwest will, to the maximum extent feasible, provide assistance to the other airline in providing the accommodation requested.

Traveling with Attendants

Attendants – Midwest will not require that a qualified physically challenged individual travel with an attendant as a condition of being provided air transportation.

A. Midwest may require an attendant consistent with federal regulation under the following conditions if it is determined that an attendant is essential for safety:

- A person who, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from Midwest personnel, including the safety briefing;
- A person with a mobility impairment so severe that the person is unable to assist in his or her own evacuation; or
- A person who has both severe hearing and severe vision impairments, if the person cannot establish some means of communication with Midwest personnel adequate to permit transmission of the safety briefing.

B. If Midwest determines that a person meeting the criteria above must travel with an attendant, contrary to the individual's self-assessment, Midwest will not charge for the transportation of the attendant.

C. If there is not a seat available on a flight for an attendant whom Midwest has determined to be necessary, and therefore a physically challenged person with a confirmed reservation is unable to travel on the flight, the physically challenged individual will be eligible for denied boarding compensation. For purposes of determining whether a seat is available for an attendant, the attendant will be considered to have checked in at the same time as the qualified physically challenged person.

Seat Assignments

Midwest will not exclude any qualified disabled individual from any seat except to comply with an FAA safety rule, or because an accommodation requested by the individual requires a specific location. Any person seated in an exit row must be able to perform necessary functions in an emergency evacuation.

How Midwest Trains its Employees:

Midwest currently has a couple different training programs to insure employee knowledge on how to meet disability passenger's special needs. As mentioned above, we have an annual "Disability Awareness Test" that is covered in initial counter training and annually in each station after that. We have a CRO program that is mandatory for all Supervisors and Managers to gain knowledge on different options on how to assist disability passengers. This also has an annual recurrent requirement.

How Midwest Measures this Commitment:

Midwest does not presently have an internal audit for an assurance of meeting our customer commitment; rather we have annual training for employee awareness for disability passengers and how to meet some of their special needs. These measures results are located on the intranet under test result, "Disability Awareness Recurrent Test Scores". Every employee completes this test annually.

Suggestion:

Create an audit for our disabled passengers to complete to make sure they had the "best care in the air" and that all of their needs were met. We have a healthy back video that is presented in initial counter class, but a sling back/straight back class would be a tremendous way to make our own agent more comfortable helping as well as communication with the passenger to help give them a positive experience on the ground as well as in the air.

Passengers with Special Needs – Unaccompanied Minors

Our Commitment:

Midwest will transport unescorted minors (children ages 5 through 14) as follows:

- Children ages 5 through 7 years of age are accepted for travel on online, Midwest and Midwest Connect flights only.
- Children 8 through 14 years of age are accepted for online and interline transportation including travel involving other airlines, subject to other airline rules.
- Our service is also available for customers ages 15-17 or upon request.

Our Plan to Accomplish this Commitment:

At check-in, the customer service representative will ask the parent or guardian to complete an Unaccompanied Minor/Passenger form. The information needed at the departure station includes the parent/guardian name; address and contact telephone number as well as the same information for the person meeting the minor at the destination station. Unaccompanied minors must be brought to the departure airport by a parent or guardian and remain until the child is boarded and the aircraft has departed from the gate. The person meeting the minor at the destination is required to present proper identification that corresponds to the name given on the Unaccompanied Minor/Passenger form. Unaccompanied Minor/Passenger forms may be mailed to passengers in advance of travel when requested.

Prior to boarding the aircraft, we provide an unaccompanied minor wristband, which is red-and-white striped, to be applied to the child's wrist. The parent or guardian must instruct the child not to remove the wristband, which identifies him/her to our representatives for special service consideration. He or she must also advise the child to never leave the gate area or the aircraft without uniformed Midwest personnel. They should be instructed to talk only to Midwest personnel if they need assistance at any time.

Our boarding representative will introduce the child to the flight attendant and provide the attendant with any information pertinent to the child's flight. Our flight attendants will release any minor children traveling alone to the parent/guardian once proper identification is presented at the destination station.

Disruption of Service

If we have any indication that the child's flight(s) may not operate as scheduled, we advise the parent or guardian and suggest they book travel for another day. There are occasions when everything appears to be normal, and unexpected fog, snow or air traffic congestion may disrupt flight schedules. If that happens, we will contact the child's parent or guardian and advise them of the situation throughout the delay. If, due to a diversion, the child must remain overnight at a location other than their intended destination, we will offer the child's parent or guardian the following options at our expense:

- Have a customer service representative or flight attendant accompany the child to the hotel where the crew will stay, and provide the child with an adjoining room.
- Contract a security guard to remain outside the child's room.
- Turn over the child to a social service agency or law enforcement authorities.

How Midwest Trains its Employees:

Flight attendants and CSR's have training on the procedures and paperwork that is required through initial training classes. There is not a recurrent on this, but between station R&I and Procedure Communications, they are up to date on all if any changes to the policies and procedures.

How Midwest Measures this Commitment:

We have a paperwork trail and audit that is done internally with the retention process, but how this particular process through the air is monitored does not have an audit process.

Suggestion:

None at this time.

Passengers with Special Needs – Infants/Children

Our Commitment:

Midwest will transport one infant or child between seven days and two years old per adult free of charge, when seated in the same seat as the adult. We also offer the option of purchasing a ticket at 50% off for infants or children between seven days and two years old. Children two through 14 years of age are accepted for transportation when accompanied on the same flight by a passenger at least 15 years of age.

Our Plan to Accomplish this Commitment:

Infants must be at least seven days old to travel on Midwest. Midwest allows one child (lap child who has not reached his or her second birthday) to travel free of charge, per adult. When accompanied by a parent or legal guardian, a passenger at least 15 years of age and mentally and physically capable of understanding and executing the commands of a crew member during an emergency, can occupy a seat with a child younger than two on his/her lap. If the conditions above cannot be met, the child must be secured in a Federal Aviation Administration- or Federal Motor Vehicle Safety-approved infant seat. Seats for customers traveling with infants will be assigned to accommodate onboard emergency equipment.

Tickets for children between seven days and two years old and traveling in a Federal Aviation Administration- or Federal Motor Vehicle Safety-approved infant seat are available at a 50% discount.

Children two through 14 years of age are accepted for transportation when accompanied on the same flight by a passenger at least 15 years of age.

Seating/Child Restraining Devices

Midwest may accept a child/infant seat to be used during all phases of flight provided that the seat is approved for use on aircraft by the Federal Aviation Administration or Federal Motor Vehicle safety standards, and the Midwest representative determines that the seat is in good condition and acceptable for transport. Child/infant seats that have not been approved or that are otherwise not acceptable for transport may be accepted as carry-on baggage. A child restraining device cannot be located in an emergency overwing window exit row, in a row immediately forward or aft of an emergency overwing window exit, or in an aft facing seat. (Note: lap children are permitted to sit in the row(s) immediately forward and aft of any emergency overwing window exit.) It is preferable to place a child restraining device in a passenger window seat. However, other locations may be acceptable, provided a seat near the child is occupied by an adult.

How Midwest Trains its Employees:

Midwest trains their agents in initial CSR training, “where infant and children are permitted to be seated.” This is also trained to the flight attendants to double check on the placement of the infant/children so we are compliant with the safety regulation.

How Midwest Measures this Commitment:

This is not audited by Midwest Airlines with an internal device. Midwest as well as Midwest Connect will not allow infant edit codes to be placed on specific seats. The specifications are due to aircraft type. Though Child/Kids edits do not block out certain seats.

Suggestion:

I would suggest an internal audit be completed on the knowledge of the CSR's and Flight Attendants, this could be an annual recurrent intranet test on their specific job functions, or an audit to be completed by a department that takes a certain percentage of our yearly flights to make sure we are compliant not only on this topic but many others. Then we can relay that info into revisions to policies and procedures that need to be reaffirmed or revised. This could be a secret shopper of some sort so crews do not know when the audit is being done. This process could be done from check-in to reclaiming baggage.

Meet Customers' Essential Needs During Any Long On-Aircraft Delays

Our Commitment:

Midwest is committed to providing the best possible travel experience for our passengers. We will do our best to anticipate long on-aircraft delays, defined as highly unusual circumstances, including very severe weather conditions and long taxi times. Passengers will be provided up-to-date, detailed information regarding the situation. **The station manager will be responsible to exhaust all available resources – to include the airport authority, air traffic control facilities, other airlines and/or any other means – necessary to ensure the safety and provide for the essential needs of our passengers. The flight crew will provide passengers with on-going and up-to-date detailed information regarding the situation. The flight crew will also be responsible to maintain communication with the station via the company frequency.**

Our Plan to Accomplish this Commitment:

- **The station manager is responsible for coordinating efforts with SOC to resolve situations resulting in excessive on-aircraft delays.** We will coordinate with other airlines and airports for available gates to minimize the length of any on-aircraft delays. If an on-aircraft delay is necessary, flight crews will coordinate with station operations to monitor the following circumstances (in compliance with Federal Aviation Administration regulations):
 - Any medical or special needs passengers onboard
 - Availability of beverages/snacks and ability to serve passengers
 - Functioning lavatory facilities
 - Safety restrictions of deplaning away from the gate
 - Number of passenger's onboard/ability to move around the cabin
 - Crew assessment of passenger tolerance

In the event of lengthy on-aircraft delays for out bound flights, the station manager is responsible to ensure that hourly assessments are conducted and documented.

In the event of lengthy on-aircraft delays on inbound flights, the station manager is responsible to ensure that an initial assessment of the onboard circumstances is conducted. Thereafter, situational assessments will be conducted and documented at 30-minute intervals.

In off line diversion situations SOC will assume the responsibilities to ensure appropriate assessments are conducted and documented.

If at any time during the long on-aircraft delay, there is a need to take alternative action due to circumstances onboard the aircraft, SOC must be notified immediately to discuss appropriate options.

How Midwest Trains its Employees:

Midwest Airlines provides initial training in irregular ops for CSR's and initial and recurrent training in irregular ops for pilots, dispatchers and flight attendants

How Midwest Measures this Commitment:

Station managers will document and retain record of the completed assessments indicating that all components of the checklist have been reviewed according to the procedural timeframe. SOC will also document, via the SOC Shift Report, that alternate decisions/actions were taken based on the information received through the situational assessments.

Handle Passengers Denied Boarding with Fairness and Consistency

Our Commitment:

Because Midwest adheres to a conservative policy regarding overbooking, it is fairly unusual for us to be unable to provide a previously confirmed seat on a flight. When that situation does occur, we encourage passengers to voluntarily relinquish their seats in exchange for compensation. In the rare instances in which a flight is overbooked and not enough passengers voluntarily relinquish their seats, we provide denied boarding compensation.

To help ensure on-time performance, Midwest requires that passengers check in, receive a seat assignment and are at the boarding point ready to board the aircraft at least 10 minutes before scheduled departure time of the flight, even if the passenger has already checked in for the flight at the location designated for such purpose. Failure to meet this requirement may result in cancellation of the passenger's reservation for all segments in his/her itinerary and make the passenger ineligible for denied boarding compensation. Midwest does not guarantee to provide any particular seat on the aircraft.

Our Plan to Accomplish this Commitment:

If a flight is oversold and there are not enough volunteers, passengers will be denied boarding involuntarily if they do not have a confirmed boarding pass containing a seat assignment or they have a confirmed boarding pass containing a seat assignment but present themselves at the boarding gate less than 10 minutes prior to scheduled departure time.

No denied boarding compensation payment will be made if:

- The passenger does not fully comply with these terms and conditions regarding ticketing, check-in and acceptability for transportation.
- The denied boarding is a result of a substitution of equipment of lesser capacity when required for operational safety reasons.
- The passenger is accommodated on a flight scheduled to arrive within one hour of the original scheduled arrival time.

How Midwest Trains its Employees:

Midwest Airlines has training on how to handle denied boarding situations in initial training as well as on the job practical training as the occurrences come up. There are policies and procedures on what is supposed to happen when an over sell situation occurs.

How Midwest Measures this Commitment:

Midwest measures part of the requirement, but not the complete commitment. Every month the stations are required to submit a Denied Boarding Compensation report to parties in our revenue accounting department. This report shows if the passenger was voluntary or involuntary as well as the amount of compensation was given. It does not audit if the process was handled in a fair, consistent manner.

Suggestion:

When it comes to oversells, we can fill out a standard form on the process taken to solicit or pick the involuntary passengers. This way we can learn how the agents take care of each situation as it occurs.

Disclose Travel Itinerary, Aircraft Configuration, Cancellation Policies and Frequent Flyer Rules

Disclose Travel Itinerary

Our Commitment:

Midwest will inform passengers, either orally or in writing, before they book travel if their flights as scheduled require a change of aircraft in route.

Our Plan to Accomplish this Commitment:

Reservations agents are trained to provide information regarding changes of aircraft and aircraft type to passengers connecting between Midwest and Midwest Connect, or between Midwest and our codeshare partner. The same information is provided on our Web site for passengers making online reservations.

How Midwest Trains its Employees:

How Midwest Measures this Commitment:

Suggestion:

Disclose Aircraft Configuration

Our Commitment:

Midwest will provide passengers information regarding the seating configuration on Midwest aircraft, if requested.

Our Plan to Accomplish this Commitment:

Reservations agents are also trained to provide, upon request, information regarding the configuration of Midwest aircraft – including specifications of each aircraft type as it relates to seat size, width, pitch, aircraft row configuration, etc. This information is also posted on our Web site, and otherwise available to travel agents.

How Midwest Trains its Employees:

Aircraft configuration is contained in our ticketing and reservations training.

How Midwest Measures this Commitment:

Aircraft configuration can be accessed at our web site, through reservations, or any Midwest Airlines airport counter, upon the customer's request.

Website is continuously updated and checked for accuracy...

Reservations conversations are monitored through our quality control team.

Local station management sometimes observes airport Customer Service Representatives. There is currently no formal procedure in place for quality assurance.

Suggestion:

Develop a quality control audit as a means of measurement.

Disclose Cancellation Policies

Our Commitment:

All reservations (including those for seats on continuing and return flights) are subject to cancellation without notice if:

- The passenger has not purchased (through direct payment or other satisfactory credit arrangement) a validated ticket indicating confirmed seat(s) at least 60 minutes prior to scheduled departure of the flight, or earlier if a longer time is specified for a specific fare type.
- The passenger fails to fulfill the requirements of the fare type to which the reservation applies.
- The passenger is not present at the boarding gate at least 10 minutes prior to scheduled departure time of the flight, even if the passenger has already checked in for the flight at a location designated for check-in.
- The passenger fails to occupy the seat reserved (for example, a person who does not show up for his or her flight).
- Such action is necessary to comply with any governmental regulations, or to comply with any governmental request for emergency transportation in connection with the national defense, or
- Whenever such action is necessary or advisable by reason of weather or other conditions beyond Midwest control.
- There is a record that a reservation was canceled (either as stated above or by the passenger) after a ticket for a confirmed seat was issued, the ticket may not be accepted for the flight specified. In that event, the passenger will not be eligible for denied boarding compensation.

No person will be entitled to transportation without a valid ticket. Such ticket will entitle the passenger to air transportation only between airports of origin and destination and via the routing designated on the ticket. Wholly unused tickets are valid for transportation or exchange for one year from date of original issuance, unless a shorter period is indicated on the ticket. A ticket that has not been validated or has been altered or mutilated is not valid. Flight coupons presented out of sequence may not be honored. Flight coupons presented without the corresponding passenger receipt will not be honored.

If due to lack of space on the aircraft or flight cancellation, the passenger is prevented from using the ticket, or a portion of the ticket, during the period of validity applicable to an excursion or special fare, the ticket will remain valid until space to the destination can be provided on the first alternative transportation.

Our Plan to Accomplish this Commitment:

Customer service representatives are trained to consistently administer this policy. We monitor customer feedback regarding our cancellation policies and our consistency in administering them, and use that feedback to improve our training and processes.

How Midwest Trains its Employees:

- *Initial ticket counter and reservations training.*
- *Training is performed when new fares are introduced.*

How Midwest Measures this Commitment:

Cancellation policy information can be found several ways:

- *Whenever a customer books a reservation on the Midwest Airlines website (website is carefully updated to show any and all information regarding the type of ticket purchased, including the cancellation policy).*
- *Whenever a customer calls reservations directly to book or pay for a ticket. (Calls are consistently monitored for content by our quality control team).*

Suggestion:

Disclose Frequent Flyer Rules

Our Commitment:

Midwest will provide existing, new and potential Frequent Flyers with information regarding the rules and restrictions of our Frequent Flyer program, and include Frequent Flyer redemption information in our annual 10K report.

Our Plan to Accomplish this Commitment:

Midwest issues a written copy of our Midwest Miles Membership Guide to all new members as part of our new member packet, which is mailed two to three weeks after their first qualifying activity. Details about the program are also posted on our Web site and available through our automated voice response phone system. Additionally, a staff of customer service specialists is available during regular business hours to answer questions. Statistics on the annual number of award seats used and as a percentage of total passengers are included in our annual 10K report to investors, and available from our Midwest Miles administrative staff or investor relations' staff.

How Midwest Trains its Employees:

- Initial ticket counter and reservations training
- On the job, in the field as enhancements are made. (Stations receive advance copies of FF mailing to review)

How Midwest Measures this Commitment:

Midwest Airlines provides existing, new and potential Frequent Flyer information regarding rules, restrictions, and redemptions by several different methods. Information can be accessed through our Midwest Airlines Website, reservations, frequent flyer desk, and airport check-in. Frequent Flyer direct mailings notify our customers of any changes or enhancements.

Statistics on the annual number of award seats used and as a percentage of total passengers are included in our annual 10k report and can be viewed on our website under the investment section and is updated yearly.

Suggestion:

None

**Ensure Good Customer Service
from Our Domestic Codeshare Partners**

Our Commitment:

Midwest commits to ensuring that all current and future domestic codeshare partnerships provide comparable consumer policies and procedures based on a joint codeshare manual detailing the handling of codeshare passengers. All partners will ensure that the manual incorporates policies and procedures of both airlines, focusing on the end result of a superior level of customer service.

Our Plan to Accomplish this Commitment:

We have in place a joint policies and procedures manual for our current domestic codeshare partnership with Air Midwest/US Air Express. For future domestic codeshare partnerships, Midwest will incorporate into program implementation work a discussion meeting between partners. During this and subsequent discussions, a joint codeshare program policies and procedures manual will be developed for distribution to all station, reservations and other employees of both airlines who serve codeshare customers.

How Midwest Trains its Employees:

No training offered

How Midwest Measures this Commitment:

Policies and procedures are currently measured through customer feedback only. A Customer Relations staff member for investigation and resolution handles this feedback.

We do have a joint policy and procedures manual in place; however, the individual who monitored our program left our organization and has not been replaced.

Suggestion:

Delegate another individual to review, revise, and monitor our existing policies and procedures. This individual can continue to implement and attend subsequent discussion meetings with those individuals who serve our codeshare customers.

Be Responsive to Customer Complaints

Our Commitment:

Midwest will respond to customer compliments, complaints, comments and inquiries within 30 business days. Correspondence should be addressed to:

Midwest Airlines
Customer Relations
6744 S. Howell Ave., HQ-8
Oak Creek, WI 53145-1402

Our goal is satisfied, loyal customers, and we make every attempt to resolve any concerns to the customer's satisfaction. We further understand that flight irregularities create anxiety and frustration for our customers, and train our employees in service recovery techniques. Midwest also has a number of proactive service recovery initiatives underway to allow employees to provide customers with immediate recovery at the time of a service failure.

Our Plan to Accomplish this Commitment:

Midwest Airlines' staff of Customer Relations specialists is responsible for investigating and responding to customer mail and phone calls. Each letter and call is logged into our customer feedback database to create a record with a unique tracking code, and then assigned to a Customer Relations specialist. Letters requiring input from other areas in Midwest, or from Midwest Connect or our codeshare partner, may be forwarded to them for investigation, but the final responsibility for tracking and ensuring a timely response rests with the Customer Relations specialist.

Reports are created daily to track the status of responses. For management purposes, comprehensive reports are generated on a Quarterly and quarterly basis. This information is used to drive process improvement initiatives. We routinely track and report to Midwest employees the top three compliment areas and top three complaint areas to further aid in process improvement.

It has long been our policy to respond to customers with a personalized letter containing a detailed response that addresses customer's concerns. When a flight interruption occurs impacting a large number of passengers, a common letter may be used to expedite our customer response.

How Midwest Trains its Employees:

A customer service course, Chameleon Training, is part of Midwest Airlines initial training program. Customer Relations specialists are chosen for their customer service skills and previous experience. Additional coaching and on the job training is also available

How Midwest Measures this Commitment:

Customer Relations: Midwest Airlines' staff of Customer Relations Specialists is responsible for investigating and responding to customer's mail and phone calls. Each letter and call is logged into our customer feedback database to create a record with a unique tracking code and then assigned to a Customer Relations specialist. Letters requiring input from other areas in Midwest or from Midwest Connect or our Codeshare partner may be forwarded to them for investigation, but the final responsibility for tracking and ensuring a timely response rests with the customer relations specialist.

Reports are created daily to track the status of responses. For management purposes, comprehensive reports are generated on Quarterly and quarterly basis. This information is used to drive process improvement initiatives. We routinely track and report to Midwest employees the top three compliment areas and top three complaint areas to further aid in process improvement.

It has long been our policy to respond to customers with a personalized letter containing detailed number of passengers, a common letter may be used to expedite our customer response.

Another tool we use to measure our commitment is Midwest Airline's customer service recovery toolkit.

The toolkit contains numerous types of vouchers that can be instantly offered to the customer to help central database, based on category and place of incident. Those issues are summarized in a Quarterly report and available for review.

Suggestion:

None

Midwest Airlines MKE Hub Severe Weather Plan

General Mitchell International Airport, Milwaukee, Wisconsin

The hub airport of Midwest Airlines, Milwaukee (MKE) is subject to numerous weather events throughout the year. These weather events can result in irregular operations and disruptions throughout the system. Our goal is to ensure that we plan effectively for these weather events, respond appropriately to the situation and do everything we can to restore our operations to its original flight schedule as quickly as possible with the least possible impact to our customers. Compliance with all safety regulations is the fundamental focus of our plan.

- I. When there is indication of a significant weather event, Midwest Airlines Systems Operations Center (SOC) will coordinate the involvement of appropriate Midwest Airlines departmental representatives to formulate a plan intended to reduce the impact of flight disruptions.
 - a. SOC
 - b. Crew Resources
 - c. Maintenance
 - d. Customer Service Advocate
 - e. Customer Relations
 - f. Customer Service
 - g. Reservations Call Center
 - h. Flight Operations
 - i. Inflight
 - j. Safety and Regulatory Compliance

Strategic decisions are made during this planning event regarding cancellations and repositioning of aircraft and crew. Consideration is given to all options including: use of available spare aircraft, reassignment of crewmembers, equipment substitution, prioritizing flight cancellations, determination of acceptable delays and passenger re-route options.

In addition to internal resources, Midwest Airlines Customer Service and SOC will coordinate with and involve external resources in the planning process.

MKE airport

- Runway snow removal
- Midwest representative present at the snow desk located in airport operations during event to leverage operational opportunities
- Identify options and availability of off-gate aircraft parking to support additional fleet accommodation

Fuel/De-ice/Ramp Snow Removal vendors

ATC

Weather information sources

This plan is reviewed and modified as necessary as the weather conditions evolve.

Passenger notification of cancellations and passenger re-accommodation process is coordinated through Customer Service. Typically the decision is made to waive change fees associated with flight disruption.

All customer points of information are updated:

- Airport FID screens
- Midwest Airlines website
- Airport and Reservations Call Center

A media advisory is prepared and communicated to local media, if warranted.

The plan is implemented.

II. On-going system-wide communication is coordinated by SOC via scheduled conference calls throughout the weather event. The timing of these calls is based on the significance of the weather event on our operations. Station Managers from throughout the system participate and report impact. Periodic notification reports are sent from SOC to further maintain effective system-wide communication.

Pages 41 through 60 redacted for the following reasons:

(b)(4)

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



April 16, 2007



My Account

Travel Planner

Midwest Miles

About Us

Travel Deals

→ SIGN IN

Flight Check In

Flight Info

Airport Info

Travel Programs

Customer Experience

Travel Policies

Air Cargo

→ Commitment

▶ BOOK TRAVEL

Commitment

Safety

Best Care Cuisine

Cuisine Menu

digEplayer

The Customer Service Commitment is our promise to provide you with the best air travel experience - whether you're on the ground or in the air.

This Customer Service Commitment is our promise to:

- ▶ Offer the lowest available fare.
- ▶ Notify customers of known delays, cancellations and diversions.
- ▶ Provide prompt baggage delivery.
- ▶ Fully adhere to industry standards regarding baggage liability limits.
- ▶ Allow reservations for nonrefundable tickets to be held at the price quoted.
- ▶ Provide prompt ticket refunds.
- ▶ Properly accommodate passengers with disabilities and special needs.
- ▶ Meet customers' essential needs during any long on-aircraft delays.
- ▶ Handle passengers denied boarding with fairness and consistency.
- ▶ Disclose travel itinerary, aircraft configuration, cancellation policies and Midwest Miles rules.
- ▶ Ensure good customer service from our domestic codeshare partners.
- ▶ Be responsive to customer complaints.

Details regarding each of these commitments follow.

Offer the lowest available fare.

Midwest reservations call center, airport station and city ticket offices' agents will provide the customer with the lowest available fare for which the customer is eligible.

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Notify customers of known delays, cancellations and diversions.

Midwest is committed to providing customers in all locations with the best available information regarding known delays, cancellations and diversions. Additionally, information regarding connections will be furnished at airport terminals.

Amenities may be provided in whole or in part, with variations in type and amount, at different locations depending on the time and type of flight irregularity. Amenities provided in the event of delayed or canceled flights include, but are not limited to:

1. Communications - One three-minute station-to-station telephone call to the passenger's destination within the continental U.S. if the delay is expected to exceed four hours. In lieu of a station-to-station call, the company may issue a telephone calling card to the passenger.
2. Meals - One meal voucher (excluding alcoholic beverages) per passenger if the delay is expected to last at least four hours and extend beyond normal meal hours. When lodging is furnished, two meal vouchers may be provided.

→ QUICK LINKS

- ▶ [Midwest Airlines Profile](#)
- ▶ [Midwest Connect Profile](#)
- ▶ [Contract of Carriage](#)



3. Lodging and Ground Transportation - One hotel voucher for one night's lodging if the delay is expected to last at least four hours and extend into the time period of 10 p.m. to 6 a.m. Ground transportation, if not furnished by the hotel, will be provided to and from the hotel.
4. Extraordinary Circumstances - We may provide extra amenities and services that we believe are required by certain passengers, including unaccompanied children and/or sick or incapacitated passengers.

These amenities will be provided to passengers when schedule irregularities prevent us from transporting the passenger to his or her final destination on the scheduled flight (or next connecting point to another air carrier), or returning the passenger to his or her point of origin.

These amenities may not be provided to a passenger on delayed or canceled flights:

- In the metropolitan area where the passenger originates;
- At the passenger's destination; or
- When flights are delayed or canceled for reasons beyond the airline's control, including weather conditions, weather forecasts or air traffic control delays.

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Provide prompt baggage delivery.

Midwest will make every reasonable effort to deliver baggage to the luggage carousel within 20 minutes of aircraft arrival. We will also make every effort to return delayed checked baggage within 24 hours, and proactively attempt to contact customers whose unclaimed, checked baggage includes a name, address and telephone number. Passengers who incur incidental expenses as a result of delayed baggage delivery (overnight or more than 24 hours) while away from their permanent residence will be reimbursed up to \$25 per day, \$100 total.

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Fully adhere to industry standards regarding baggage liability limits.

Midwest' baggage liability limit is \$2,800 per fare-paying passenger domestically and \$640 per piece (maximum of two) internationally.

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Allow reservations for nonrefundable tickets to be held at the price quoted.

Midwest will allow customers who make telephone reservations to hold bookings for nonrefundable fares without payment at the price quoted for a minimum of 24 hours and up to 72 hours, if time permits based on the advance purchase time limit of the fare.

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Provide prompt ticket refunds.

Midwest will issue refunds for refundable tickets within seven business days for credit card purchases and 20 business days for cash purchases.

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Properly accommodate passengers with disabilities and special needs.

Passengers with Disabilities

All customers, including those with disabilities, deserve courteous service to meet their unique needs while en route to their destinations. From initial contact to boarding and deplaning, we are committed to putting customers' needs first.

To make that goal a reality, Midwest pledges to meet the letter and spirit of the Air Carrier Access Act - which provides that no air carrier discriminate against otherwise qualified individuals with a disability - in our interactions with passengers. Most importantly, we commit to treating passengers and their mobility equipment with dignity and respect.

Unaccompanied Minors

Midwest will transport unescorted minors (children ages 5-14) as follows:

- Children ages 5 through 7 years of age are accepted for travel on nonstop Midwest flights only.
- Children 8-14 years of age are accepted for transportation on Midwest and Midwest Connect, or including travel involving other airlines.
- Our service is also available for customers ages 15-17 or upon request.

Unaccompanied minors must be brought to the departure airport by a parent or guardian and remain until the child is boarded and the aircraft has departed from the gate.

Infants/Children

Midwest will transport one infant or child between seven days and two years old per adult free of charge, when seated in the same seat as the adult. We also offer the option of purchasing a ticket at 50% off for infants or children between seven days and two years old. Children two through 11 years of age are accepted for transportation when accompanied on the same flight by a passenger at least 12 years of age.

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Meet customers' essential needs during any long on-aircraft delays.

Midwest is committed to providing the best possible travel experience for our passengers. We will do our best to anticipate long on-aircraft delays or other irregular operations - defined as highly unusual circumstances, including very severe weather conditions and long taxi times. Passengers will be provided up-to-date, detailed information regarding the situation. We will exhaust all available resources - to include the airport authority, air traffic control facilities, other airlines and/or any other means - necessary to ensure the safety and provide for the essential needs of our passengers.

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Handle passengers denied boarding with fairness and consistency.

Because Midwest adheres to a very conservative policy regarding overbooking, it is unusual for us to be unable to provide a previously confirmed seat on a flight. When that situation does occur, we encourage passengers to voluntarily relinquish their seats in exchange for compensation. In the rare instances in which a flight is overbooked and not enough passengers voluntarily relinquish their seats, we provide denied boarding compensation.

To help ensure on-time performance, Midwest requires that passengers check in, receive a seat assignment and are at the boarding point ready to board the aircraft at least 10 minutes before scheduled departure time of the flight, even if the passenger has already checked in for the flight at the location designated for such purpose. Failure to meet this requirement may result in cancellation of the passenger's reservation for all segments in his/her itinerary and make the passenger ineligible for denied boarding compensation. Midwest does not guarantee to provide any particular seat on the aircraft.

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Disclose travel itinerary, aircraft configuration, cancellation policies and Midwest Miles rules.

Travel Itinerary

Midwest will inform passengers, either orally or in writing, before they book

travel if their flights as scheduled require a change of aircraft in route.

Aircraft Configuration

Midwest will provide passengers information regarding the seating configuration on Midwest aircraft, if requested.

Cancellation Policies

All reservations (including those for seats on continuing and return flights) are subject to cancellation without notice if:

- The passenger has not purchased (through direct payment or other satisfactory credit arrangement) a validated ticket indicating confirmed seat (s) at least 60 minutes prior to scheduled departure of the flight, or earlier if a longer time is specified for a specific fare type.
- The passenger fails to fulfill the requirements of the fare type to which the reservation applies.
- The passenger is not present at the boarding gate at least 10 minutes prior to scheduled departure time of the flight, even if the passenger has already checked in for the flight at a location designated for check-in.
- The passenger fails to occupy the seat reserved (for example, a person who does not show up for his or her flight).
- Such action is necessary to comply with any governmental regulations, or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond Midwest' control.
- There is a record that a reservation was canceled (either as stated above or by the passenger) after a ticket for a confirmed seat was issued, the ticket may not be accepted for the flight specified. In that event, the passenger will not be eligible for denied boarding compensation.

No person will be entitled to transportation except upon presentation of a valid ticket. Such ticket will entitle the passenger to air transportation only between airports of origin and destination and via the routing designated on the ticket. Wholly unused tickets are valid for transportation or exchange for one year from date of original issuance, unless a shorter period is indicated on the ticket. A ticket that has not been validated or has been altered or mutilated is not valid. Flight coupons presented out of sequence may not be honored. Flight coupons presented without the corresponding passenger receipt will not be honored. If due to lack of space on the aircraft or flight cancellation, the passenger is prevented from using the ticket, or a portion of the ticket, during the period of validity applicable to an excursion or special fare, the ticket will remain valid until space to the destination can be provided on the first alternative transportation.

Midwest Miles Rules

Midwest will provide existing, new and potential Midwest Miles with information regarding the rules and restrictions of our Midwest Miles program, and include Midwest Miles redemption information in our annual 10K report.

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Ensure good customer service from our domestic codeshare partners.

Midwest commits to ensuring that all current and future domestic codeshare partnerships provide comparable consumer policies and procedures based on a joint codeshare manual detailing the handling of codeshare passengers. All partners will ensure that the manual incorporates policies and procedures of both airlines, focusing on the end result of a superior level of customer service.

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Be responsive to customer complaints.

Midwest will respond to customer compliments, complaints, comments and

inquiries within 30 business days. Correspondence should be addressed to:

Midwest Airlines
Consumer Affairs
6744 S. Howell Ave., HQ-18
Oak Creek, WI 53154-1402

Our goal is satisfied, loyal customers, and we make every attempt to resolve any concerns to the customer's satisfaction. We further understand that flight irregularities create anxiety and frustration for our customers, and train our employees in service recovery techniques. Midwest also has a number of proactive service recovery initiatives underway to allow employees to provide customers with immediate recovery at the time of a service failure.

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